

Young Person's Notice Savings Account

SPECIAL CONDITIONS



My Bank, My Values



Section A - Words with special meanings

The **special conditions** set out below apply to the **Young Person's Notice Savings Account**. These **special conditions** are in addition to the **conditions** which apply to **our** banking services generally, copies of which **we** gave **you** when **you** first became a customer (further copies are available from **us** on request). The **conditions** and these **special conditions** form the agreement between us for the provision of the **Young Person's Notice Savings Account**. The **conditions** comprise a separate framework contract for payment services applicable to all accounts. In the event of a conflict between these **special conditions** and the **conditions** these **special conditions** shall apply.

In the sections of this booklet that follow, words are used that have special meanings. **We** have put these special words in bold text to help **you** identify what those special words mean when used in this booklet. **You** should refer to the words with special meanings set out in the **conditions**, as some of those special words may be also used below and are also incorporated. The following are the special words that are used together with their special meanings:

Special word	Meaning
90 day notice	Means a notice form, which is available online, by post and in branch, sent by you to us informing us of your intention to withdraw a certain amount from the Young Person's Notice Savings Account , after a minimum of 90 days.
adult	Means a person aged eighteen (18) years or over who has an account with Islamic Bank of Britain plc and who is the parent, legal guardian or relative of the young person who has opened the Young Person's Notice Savings Account on behalf of the young person whether independently or jointly with another adult .
calculation date	Means the last working day in each calendar month.
calculation period	Means a monthly period equivalent to a calendar month.
conditional access letter	Means the letter which will be sent out by us to the adult on behalf of the young person one month prior to the young person's fourteenth (14th) birthday. The receipt by us of a conditional access letter which meets the requirements set out in clause 2.2 confirms that access to the Young Person's Notice Savings Account will be granted to the young person on his or her fourteenth (14th) birthday in accordance with these special conditions .
conditions	Means the terms and conditions that apply to the Young Person's Notice Savings Account (as set out in our Consumer Banking Terms and Conditions), which are in addition to these special conditions , and which are published on our website (www.islamic-bank.com).
distributable profit	Means the net income for a calculation period .

gross income	Means, in respect of each calculation period , all of the revenue generated by the pooled funds during such calculation period prior to any deductions being made.
net income	Means, in respect of each calculation period , the gross income less any costs, fees and expenses which are to be deducted in accordance with special condition 4.1 .
our share of profit	Means the share of profit due to us . The current percentage of our share of profit is 50% of the net income . This is our maximum share of profit but we may at our discretion lower our share of profit .
pooled funds	Means the funds that belong to our customers (which have been paid into a Young Person's Notice Savings Account or any other customer accounts) and which may also include funds belonging to us , which we may include in the pool to be invested together in Sharia compliant investments.
profit stabilisation reserve account	Means an account into which we will pay the profit stabilisation reserve contribution .
profit stabilisation reserve contribution	Means, in respect of each calculation period , the percentage amount we will deduct from net income , after deducting our share of profit , for payment into the profit stabilisation reserve account .
profit stabilisation reserve contribution cap	Means the maximum percentage amount we may deduct from your gross share of profit as set out in clause 6.4(d) of these special conditions . We may at our discretion deduct a lower percentage in certain circumstances.
relative	Means the grandparent, brother, sister, uncle or aunt of the young person .
we, us and our	Means Islamic Bank of Britain plc (IBB). Registration No. 4483430. Our registered office is located at Edgbaston House, 3 Duchess Place, Hagley Road, Birmingham B16 8NH, United Kingdom.
withdrawal	Means an amount paid out from your account which is only completed once we have processed your 90 day notice .
working day	Means any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.
you, your and yours	Means the young person or the adult acting on behalf of the young person as applicable.
young person	Means the child or young person on whose behalf and in whose name the Young Person's Notice Savings Account has been opened.

young person's share of profit	Means the share of profit due to the young person after deducting the profit stabilisation reserve contribution from the young person's gross share of profit in accordance with special condition 6.4(d) of these special conditions .
young person's notice savings account	Means the Young Person's Notice Savings Account belonging to the young person . The conditions and the special conditions apply to the Young Person's Notice Savings Account even if the name on such account or the number changes.
young person's gross share of profit	Means the share of profit due to the young person from the net income after deducting our share of profit , in accordance with special condition 6.4(c) of these special conditions , and before deducting the young person profit stabilisation reserve contribution .

1 Section B: Special conditions

1.1 Young Person's Notice Savings Account

The **special conditions** set out below apply to **our Young Person's Notice Savings Account** and are in addition to the **conditions** which also apply.

1.2 Investment of pooled funds

1.2.1 **Our Young Person's Notice Savings Account** operates on a profit and loss sharing basis and is designed to comply with Sharia principles. **Our Sharia Supervisory Committee** will determine what these Sharia principles are. **We** agree to be bound by **our Sharia Supervisory Committee's** decisions and guidance, and in opening **our Young Person's Notice Savings Account** the **adult** agrees on behalf of the **young person** to be bound by their decisions and guidance.

1.2.2 **We** will invest the **pooled funds** at **our** absolute discretion in Sharia compliant investments at all times.

1.2.3 In opening a **Young Person's Notice Savings Account** the **adult** acknowledges on behalf of the **young person** that the **young person's** money will be consolidated with **our** funds (and the funds belonging to **our** other customers) and will be invested in accordance with these **special conditions**.

1.3 Only an **adult** may open a **Young Person's Notice Savings Account** on behalf of a **young person**.

1.4 By virtue of opening the **Young Person's Notice Savings Account** on behalf of the **young person**, a trust relationship is established between the **adult** and the **young person**. This means that the **adult** must always act in the best interests of the **young person**.

1.5 The **young person** must be under sixteen (16) years old.

1.6 Minimum opening balance is £20.

2 The right to withdraw money

2.1 Where the **young person** is aged under fourteen (14) years, only the **adult** will be able to make **withdrawals** on the **young person's** behalf subject to providing a withdrawal notice of ninety (90) days.

2.2 Once the **young person** reaches the age of fourteen (14), the **adult** on behalf of the **young person** will receive a **conditional access letter**. Such letter must be signed by both the **adult** and the **young person** and returned to **us** together with a certified passport photograph of the **young person**. Certification should be carried out by the **adult**.

2.3 Once the **conditional access letter** is signed and returned to **us** in accordance with clause 2.2, the **young person** will be able to make **withdrawals** from the **Young Person's Notice Savings Account**.

2.4 If the **conditional access letter** is not signed and returned to **us** in accordance with clause 2.2, **we** will not provide the **young person** with access to the **Young Person's Notice Savings Account**.

- 2.5 On the **young person** reaching the age of fourteen (14), the **adult** reserves the right not to grant the **young person** access to his or her **Young Person's Notice Savings Account**.
- 2.6 The **adult** may continue to make **withdrawals**, subject to clause 2.7 below, notwithstanding clause 2.2.
- 2.7 Subject to clauses 2.1 to 2.6, the **young person** or the **adult** on behalf of the **young person** will not be able to make any partial or full **withdrawal** before sending **us** a **90 day notice**, and the **young person** or the **adult** on behalf of the **young person** agrees not to request an early payment, in whole or in part, of the **young person's deposit amount** or any accrued deposit profit without a **90 day notice**.
- 2.8 **We** may, at **our** own discretion, permit the **adult** on behalf of the **young person**, in exceptional circumstances, to make an early **withdrawal** before the expiry of the **90 day notice** period. Where we agree to such an early **withdrawal**, the **young person** will only be entitled to the full **deposit amount** (if **you** are withdrawing **your deposit amount** in full) and the expected profit rate **we** pay, equal to that of the minimum expected profit rate product from **our** savings account range, at the date of **withdrawal**. This will be instead of the applicable expected profit rate on the **Young Person's Notice Savings Account** for the last three (3) **calculation periods**.
- 2.9 To make a **withdrawal** **you** need to send **us** a **90 day notice** specifying the amount of **withdrawal** and the date which should not be less than 90 days including non working days. The amount of **withdrawal** can be any amount up to the full **deposit amount**.
- 2.10 If the **withdrawal** date has fallen on a non **working day**, the **withdrawal** date will be rolled forward to the next **working day**.
- 2.11 Where **you** have requested or arranged that **you** will collect **your withdrawal** in person and **your withdrawal** is not made within twenty one (21) days (inclusive of non working days) of the intended **withdrawal** date, the **90 day notice** will be deemed to have expired and a further **90 day notice** will be required.
- 2.12 The **90 day notice** form can be requested through the branch, via **our** call centre, by post or online. **Your 90 day notice** period will commence on the date **we** receive **your 90 day notice**. The funds will then be available dependant on **your** chosen **withdrawal** option:
- 2.12.1 If **your withdrawal** is by cash, personal cheque drawn on the **Young Person's Notice Savings Account** or if **your withdrawal** is paid into a nominated IBB account, then **your funds/cheque** will be available on the 90th day (taking into account **working days**). For cheque clearance times please refer to the **conditions**.
- 2.12.2 If **you** want **your funds** transferred into an external account, the funds will be transferred through the relevant payment scheme, after the 90th day, to the beneficiary account and the recipient bank/building society is then responsible for applying the funds to the beneficiary account upon receipt, and they may do this on the same day or later.
- 2.12.3 **You** may arrange for **your funds** to be transferred to an external account by CHAPS payment, provided the payment date does not occur before the 90th day. **We** will charge **you** a fee for making a CHAPS payment. Please refer to **our** Tariff List for **our** current applicable charges.
- 2.13 All communications sent to **you** by **us** regarding transactions on the **Young Person's Notice Savings Account** will be sent to **your** UK contact address.

3 Procedures for closing your account

- 3.1 Where the **young person** is aged under sixteen (16) years, only the **adult** will be able to close the account on behalf of the **young person**.
- 3.2 In accordance with clause 3.1, **you** must give **us** at least thirty (30) days notice of **your** intention to close **your account**. If, when **your account** closes, **you** wish to withdraw the **deposit amount** and **you** have given **us** less than **90 days notice**, **you** will only be entitled to the full **deposit amount** and the **expected profit rate** **we** pay, equal to the minimum **expected profit rate** product from **our** savings account range, at the date **your account** is closed. This will be instead of the applicable **expected profit rate** on **your account** for the last three (3) **calculation periods**.
- 3.3 When the **young person** reaches the age of sixteen (16), **we** will write to inform them of the options available to them to switch the **Young Person's Notice Savings Account** to any of **our** savings account or **our** current account. They will also have the option to close the **Young Person's Notice Savings Account** with no further account being opened.
- 3.4 All written communications sent by the **young person**, or the **adult** on behalf of the **young person**, to **us** regarding the **Young Person's Notice Savings Account** should be sent to **our** Head Office, at:
- Islamic Bank of Britain plc, PO Box 12461, Birmingham, B16 6AQ
- 3.5 The **Young Person's Notice Savings Account** can be closed by **us**, if **we** have reasonable grounds to believe that the **young person**, or the **adult** on behalf of the **young person**, is operating the **Young Person's Notice Savings Account** inappropriately or not in line with the **conditions**, or these **Young Person's Notice Savings Account special conditions**.

4 Operating fees and expenses and profit stabilisation reserve contributions

- 4.1 The **pooled funds** will be subject to deductions for direct costs, fees and expenses incurred in respect of the investment of the **pooled funds**. Such costs, fees and expenses will not exceed the limit set out in clause 6.4(b) of these **special conditions**. Any reasonable costs, fees and expenses that may be additionally due will be paid for by **us** out of **our share of profit**.
- 4.2 In addition to the deduction of the costs, fees and expenses referred to in **special condition** 4.1, the **adult** on behalf of the **young person** authorises **us** to deduct a **profit stabilisation reserve contribution** for payment into the **profit stabilisation reserve account**. Upon such deduction the **adult** agrees on behalf of the **young person** that the **young person** relinquishes any right that he or she may have to the monies in the **profit stabilisation reserve account**. The **profit stabilisation reserve contribution** made by all **our** customers are made on a combined mutual basis in support of improving **distributable profits**.
- 4.3 **We** will exercise reasonable discretion as to when amounts in the **profit stabilisation reserve account** may be used to improve **distributable profits** but **we** will always follow the guidance of **our Sharia Supervisory Committee**.
- 4.4 In the event that Islamic Bank of Britain plc is placed into liquidation following a court order, the **adult** agrees on behalf of the **young person** that the balance in the **profit stabilisation reserve account** will be paid to charitable causes and the **adult** agrees on behalf of the **young person** to relinquish any right the **young person** may have to the monies in the **profit stabilisation reserve account**.

5 Our share of profit

- 5.1 **Our share of profit** will be calculated on each **calculation date** for each **calculation period** and will be determined by reference to the percentage set out in clause 6.4(c) of these **special conditions**.

6 Share of profit

- 6.1 **We** will calculate the **young person's share of profit** on a monthly basis.
- 6.2 Under current UK tax law (which applies to these **special conditions**), a **young person** will not be liable to pay income tax on the **young person's share of profit** credited to the **Young Person's Notice Savings Account**, provided that the **young person's** income, if any, is below the basic tax rate threshold for the current tax year.
- 6.3 In order to benefit from the tax relief mentioned in clause 6.2, the **adult** on behalf of the **young person** must complete form R85. On receipt of the completed form R85, **we** are authorised to credit the **Young Person's Notice Savings Account** with the **young person's share of profit** without deducting tax, subject to the rules and regulations imposed by HM Revenue and Customs from time to time. Any tax already paid may be claimed back by the **adult** on behalf of the **young person**. Please call **us** for more information regarding this.
- 6.4 On each **calculation date** for the relevant **calculation period** **we** will calculate the **young person's share of profit** in the following manner:
- (a) First, **we** will calculate the **gross income**;
 - (b) Secondly, **we** will calculate the **net income** by deducting direct costs, fees and expenses incurred in respect of the investment of the **pooled funds**. The maximum percentage that **we** will deduct for such costs, fees and expenses shall be limited to 1.5% of the average **pooled funds** during the **calculation period**;
 - (c) Thirdly, **we** will calculate the **young person's gross share of profit** by deducting **our share of profit** from the **net income**. **Our** maximum **share of profit** will be limited to 50% of the **distributable profit**;
 - (d) Fourthly, **we** will deduct a **profit stabilisation reserve contribution** from the **young person's share of profit**. The maximum percentage that **we** shall deduct will be limited to 20% of the **young person's gross share of profit**;
 - (e) Finally, **we** will credit the **Young Person's Notice Savings Account** with the amount due to the **young person** in accordance with the provisions of this **special condition 6**.
- 6.5 **We** may from time to time choose to take less than what **we** are entitled to take as **our share of profit** and the **profit stabilisation reserve contribution** at **our** discretion. If **we** do so, **we** may take **our** full entitlement on future occasions.
- 6.6 The **young person's share of profit** is calculated in accordance with this special condition 6 and will be presented as an annual expected profit rate and will be published as the **young person's share of profit** on **our** website (www.islamic-bank.com) and / or in **our** branches. The profit rate may change from time to time and such changes will be notified to **you** in accordance with the **conditions** as a change to the target profit rate for the **account**.

7 Profit & Loss Sharing

- 7.1 It is a Sharia principle that profit sharing accounts such as the **Young Person's Notice Savings Account** involve; (1) the potential for the **young person's** capital to make a profit for the **young person**; and (2) the risk that the **young person's** capital could suffer loss in the event of the **pooled funds** administered by **us** returning a loss.
- 7.2 When the **young person's** capital makes a profit, **we** shall account to the **young person** for that profit in accordance with these **special conditions**.
- 7.3 As a matter of English law (which applies to these **special conditions**) and in accordance with **our** Memorandum and Articles of Association, in the event that the **young person's** capital suffers a loss, **we** shall seek to mitigate the loss in the following manner:
- (a) **We** may forego some or all of the fees chargeable by **us** in respect of the investment of the **pooled funds** for the **calculation period** relevant to the **Young Person's Notice Savings Account**.
 - (b) **We** shall draw upon any available balance in the **profit stabilisation reserve account** administered by **us** to make good as much of the **young person's** capital loss as the available balance permits **us** to do.
 - (c) In accordance with **our** constitution, **our** directors are prevented from declaring any distribution to **our** shareholders unless they are satisfied that there is no shortfall in meeting the **young person's** claim(s).
- 7.4 If the pooled funds referable to the **young person's** capital return a loss, **we** shall make an offer to the **adult** on behalf of the **young person** to make good the amount of any shortfall that the **young person's** capital may have suffered. **We** are required by current UK bank regulations and policy to make this offer to the **young person**. If the **adult**, on behalf of the **young person**, chooses to accept this offer, he or she shall be entitled to receive payment from **us** of the full amount that the **young person** had previously deposited with **us**. The **young person**, or the **adult** on behalf of the **young person**, is entitled to refuse this offer from **us**.
- 7.5 **We** would like to draw attention to the guidance offered by **our** Sharia Supervisory Committee. Their guidance is that if the **adult** accepts on the **young person's** behalf **our** offer to make good the amount of any shortfall (set out in **special condition 7.4**), and this is accepted, the **adult** on behalf of the **young person** will not be complying with Sharia principles.
- 7.6 In certain circumstances **we** may not be able to pay back to the **young person** the amount that **we** are obliged under these terms and **conditions** to pay back. If the terms of the Financial Services Compensation Scheme (FSCS) apply in these circumstances, it may be possible to apply to the FSCS for payment of compensation.
- 7.7 If the **young person** has suffered a loss in respect of which **we** have made an offer to the **young person** which the **adult** has accepted on behalf of the **young person** (see **special condition 7.4**), the **adult** on behalf of the **young person** may be able to apply successfully to the FSCS for payment of compensation, if **we** fail to make payment to the **young person** in respect of that loss. If the **adult**, on behalf of the **young person**, has refused such an offer from **us**, the **adult** on behalf of the **young person** may not be able to apply successfully to the FSCS for payment of compensation in respect of the amount that was previously refused by the **adult** on behalf of the **young person**.

8 Our liability to you

- 8.1 Should the **young person** suffer a capital loss due to fraud, gross misconduct or gross negligence committed by **us**, **we** may be obliged, in accordance with Sharia principles, to make good to the **young person** any such capital loss on the **Young Person's Notice Savings Account** out of money held by **us** on behalf of **our** shareholders.
- 8.2 Subject to 8.3 and 8.5 below, **we** will only be liable for the actual amount of any loss, cost or expense which the **young person** suffers and which is linked directly to anything **we** are responsible for and which **we** could reasonably predict and is not beyond **our** reasonable control. **Our** liability pursuant to this clause 8.2 will be limited to the monetary amount of the relevant transaction in relation to the **Young Person's Notice Savings Account** pursuant to which **our** breach of contract or negligence occurred.
- 8.3 **We** will not be liable to the **young person** for any losses that are not directly associated with any damages arising from the operation of the **Young Person's Notice Savings Account**, loss of profits, loss of business, loss of goodwill or any form of special damages arising from the operation of the **Young Person's Notice Savings Account** whether such liability was reasonably foreseeable or not and whether or not **we** have been advised of the possibility of such loss being incurred.
- 8.4 Where the **adult** on behalf of the **young person** uses any third party aggregation service, **we** will not be liable to the **young person** for any fraud, mistakes on the **Young Person's Notice Savings Account**, losses that are not directly associated with any damages arising from the operation of the **Young Person's Notice Savings Account**, loss of profits, or loss of goodwill resulting from, caused by or associated with such use of any third party aggregation service.
- 8.5 Nothing in this clause 8 excludes **our** liability for fraud by **us**, **our** staff or agents or **our** liability for death or personal injury caused by **our** negligence or the negligence of **our** staff or agents.
- 8.6 Nothing in this clause 8 excludes **our** liability for losses the **young person** suffers as a direct result of **our** failure to comply with **our** responsibilities under the Financial Services & Markets Act 2000.

9 General provisions

- 9.1 Each provision of these **Young Person's Notice Savings Account special conditions** is severable which means that should any individual provision become invalid or contravene any applicable legislation or regulatory requirement, the relevant provision will be deemed to be deleted from these **special conditions** and will have no force or effect but the remaining provisions of the **Young Person's Notice Savings Account special conditions** shall remain in force and effect.
- 9.2 The laws of England and Wales govern these **special conditions**.
- 9.3 These **special conditions** are provided to the **adult** on behalf of the **young person** in English which is the language **we** will use to communicate with the **young person** or the **adult** on behalf of the **young person** throughout **our** dealings in relation to the **Young Person's Notice Savings Account**.
- 9.4 The **adult** on behalf of the **young person** has the right to cancel the **Young Person's Notice Savings Account** without charge and without giving any reason, within fourteen (14) calendar days from either the day of opening the **account**; or from the day on which the **adult** on behalf of the **young person** receives the contractual terms and conditions and any other pre-contractual information, if that is later than the date of opening the **Young Person's Notice Savings Account**.

- 9.5 We both recognise and agree that the payment and receipt of interest is against Sharia principles, and do not form part of any contractual entitlement in respect of this product. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other, and we both expressly waive and reject any entitlement to recover interest from the other.

10 Statements

- 10.1 Paperless statements will be available to the **adult**, on behalf of the **young person**, quarterly as the default option via online banking. However, paper statements will be available to the **young person** if the **adult** on behalf of the **young person** chooses to receive paper statements. Paper statements will also be available if the online banking option is not selected. The **adult**, on behalf of the **young person**, can contact **us** for information regarding particular payment transactions at any time after the payment transaction has occurred.

11 Telephone Recording

For training and security purposes **we** may monitor and / or record any telephone instruction given or purported to be given by the **young person** or the **adult** on behalf of the **young person**. **Our** recordings shall be and remain **our** sole property.

If we don't get it right

Islamic Bank of Britain plc will endeavour to ensure that you receive the highest standard of service and that you are treated with courtesy at all times. If you are unhappy with any aspect of our service, we would like to know why. For a copy of our Customer Care leaflet dealing with our complaint handling procedures, call our Customer Care Team on **0845 6060 786**.

Data Protection Act

Under the Data Protection Act you have a right of access to your personal records. Should you wish to exercise this right, please write to:

The Data Protection Officer
Compliance Department
Islamic Bank of Britain plc
PO Box 12461, Birmingham B16 6AQ

A fee will be charged for this service.

Want to know more about any of our

Membership of the Financial Services Compensation Scheme

Islamic Bank of Britain plc is a member of the Financial Services Compensation Scheme. The Scheme may provide compensation, if we cannot meet our obligations. For example, in respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the bank. Most depositors including individuals and small firms are covered. The Scheme covers deposits made with the offices of the bank within the European Economic Area.

accounts or services?

Call us on:

0800 4080 786*

Monday to Friday 9am to 7pm

Saturday 9am to 1pm

*calls may be recorded for training and security purposes

Go to our website at:

www.islamic-bank.com

Write to us at:

Islamic Bank of Britain plc
PO Box 12461
Birmingham B16 6AQ

Visit one of our branches or agencies

Ver1 05/12

Islamic Bank of Britain plc is authorised and regulated by the Financial Services Authority.

Incorporated and registered in England and Wales.
Registration No. 4483430.

Registered Office:
Edgbaston House, 3 Duchess Place, Hagley Road,
Birmingham B16 8NH