

# bond application pack

## Contents:

- Bond Information
- Terms & Conditions
- Application form

## To Do List:

1. Print off this form or alternatively contact us and we can send one out in the post to you.
2. Complete and sign the application form.
3. Return the form together with certified identification documents required, to:  
Bradford & Bingley International, 30 Ridgeway Street, Douglas, Isle of Man, IM1 1TA.



Limited Edition - 2 Year

# Fixed Rate Bond (Issue 89)

**3.75%**  
gross PA  
fixed/AER

**'I want to know that my savings are working hard for me. I'm happy to leave my money in for a while, but in return I want to know I'm getting something extra for it. Can you help?'**

**No problem. We have just the right account for you with our Fixed Rate Bond (Issue 89). It's got a great interest rate fixed until 31 July 2012.**

### 'How does it work?'

You can open an account with a minimum deposit of £5,000. Your deposit will start earning interest once your funds have cleared, right up to and including the date of maturity.

Once your Bond is opened we will send you a Bond Confirmation showing the balance of your account.

We will write to you before the maturity date to advise you of any reinvestment offers. If we don't hear from you before the Bond matures then your deposit plus your interest will be transferred into an Easy Saver account (or equivalent access account) and you will earn a variable rate of interest. Details of your new account will be sent to you and you will be free to either take your money out or transfer it to another of our accounts.

### 'Can I pay more money or take it out?'

Once you have opened the account you cannot make any additional deposits. However, you may open additional Bonds if you wish providing we still have space available and you meet the minimum deposit for each bond. No access is permitted during the term of the bond.

### 'What about my interest?'

Your interest is payable annually on 31 July 2011 and at maturity on 31 July 2012. Alternatively, you can have your interest paid monthly on the last working day of each month. Interest can be left in the Bond or paid to another Bradford & Bingley International account or alternatively to a bank account held within the UK clearing system.

Balance	Annual gross % PA fixed/AER	Monthly gross % PA fixed / (AER)
£5,000 and above	3.75%	3.69% (3.75%)

### IMPORTANT NOTE FOR EU RESIDENTS (and those who become resident in the EU after 1 July 2011)

Customers who are residents of the European Union (EU) member states are subject to the EU Savings Tax Directive. From 1 July 2011 the Isle of Man will be moving to automatic Exchange of Information. **However for the purposes of the Bond, any interest payments made prior to 1 July 2011 will also be subject to automatic Exchange of Information.** This means that the details of the accounts of customers resident in the EU and their interest payments will be automatically disclosed to the tax authorities. When applying for the account, you must clearly authorise us to disclose your details to the tax authorities, otherwise you will not be eligible for the Bond.

### **'What do I do next?'**

Simply complete a deposit application form (available from our office or from our website [www.bbi.co.im](http://www.bbi.co.im)), enclosing the requested supporting documents and then posting these to our Isle of Man office together with your cheque.

If you are a new customer, your bond will only be opened if the documents received meet with our requirements. (Please refer to the deposit application form for details).

Please note that the final date for accepting cheque deposits is 26 July 2010 but this may be earlier if the Bond's limited space fills quickly.

If you prefer to send your payments electronically you can do so. You will need to complete an electronic funds transfer form which you should give to your bank to instruct your payment. This form can be downloaded from our website. Alternatively you can contact our office where we will be more than happy to email or post it out to you. Please note that the final date for accepting electronic payments is 28 July 2010 but again this may be earlier if the bond's limited space fills quickly.

### **'What if the bond becomes fully subscribed?'**

If the bond becomes fully subscribed before you send us your application form, we will contact you to offer alternative deposit options. Receipt by us of an application form and deposit does not guarantee entry into the Bond.

### **Special terms and conditions**

The following Fixed Rate Bond special conditions should be read in conjunction with the Terms and Conditions of Deposit including savings account charges & special services that are available in our application pack, on our website or on request from our office.

1. Fixed Rate Bonds are available to individuals and may be held solely or as a joint account.
2. We will pay interest gross without the deduction of tax.
3. Customers who are residents of the European Union (EU) member states are subject to the EU Savings Tax Directive. From 1 July 2011 the Isle of Man will be moving to automatic Exchange of Information. However for the purposes of the Bond, any interest payments made prior to 1 July 2011 will also be subject to automatic Exchange of Information. This means that the details of the accounts of customers resident in the EU and their interest payments will be automatically disclosed to the tax authorities. When applying for the account, you must clearly authorise us to disclose your details to the tax authorities, otherwise you will not be eligible for the Bond.
4. The minimum deposit into the account is £5,000 and the maximum deposit is £1,000,000.
5. Withdrawal payments instructions are limited to one instruction at maturity and will only be made to an account in your name(s) by BACS transfer or an internal transfer instruction to other BBI accounts is permitted.
6. Interest is paid annually on 31 July 2011 and at maturity on 31 July 2012 or monthly at the end of each month.
7. All Fixed Rate Bonds (Issue 89) will mature on 31 July 2012 into an Easy Saver account (or equivalent access account) and you will earn a variable rate of interest and the terms and conditions of the access account will apply. We will notify you of the Special Conditions and the interest rate of the new account before the maturity date of your Fixed Rate Bond (Issue 89).
8. In the event of death of the beneficial owner(s), the Bond can be closed without notice or interest charge, and the interest will be applied up to and including the date of closure at the applicable rate for the Bond.
9. The account is only operated in £ sterling.
10. Statements are issued on maturity.
11. The law governing this agreement both before and after completion is the law of the Isle of Man.
12. Bradford & Bingley International accounts cannot be operated through branches of Santander in the UK.
13. In respect of deposits or withdrawals, Bradford & Bingley International shall not be liable for any losses arising from the delay in the transmission of funds that are due to causes beyond its control.

**Apply at 30 Ridgeway Street, Douglas,  
Isle of Man, IM1 1TA, British Isles or**

**Call:** +44 (0) 1624 695000 (calls are recorded)

**Fax:** +44 (0) 1624 695001

**Email:** [enquiries@bbi.co.im](mailto:enquiries@bbi.co.im)

**Visit:** [www.bbi.co.im](http://www.bbi.co.im)

A.E.R. stands for Annual Equivalent Rate and illustrates what the interest would be if interest was paid and added to the account once a year. Bradford & Bingley International Limited (BBI) is a wholly owned subsidiary of Santander UK plc which is regulated by the Financial Services Authority in the UK. In turn, Santander UK plc is part of Banco Santander S.A. of Spain, which is regulated by the Bank of Spain. BBI places funds with Santander UK, and thus its financial standing is linked to that of the group. Publicly available information, including report and accounts, is available at [www.bbi.co.im](http://www.bbi.co.im). BBI is a participant in the Depositors' Compensation Scheme as set out in the Isle of Man Compensation of Depositors Regulations 2008. Bradford & Bingley International Limited, 30 Ridgeway Street, Douglas, Isle of Man IM1 1TA British Isles. Incorporated in the Isle of Man (No. 052221c). Licensed by the Isle of Man Financial Supervision Commission to take deposits.

## General Terms and Conditions of Deposit

Please take the time to read these Terms and Conditions. If you have any questions please call our International Customer Services Centre on 01624 695000. The effective date of these Terms and Conditions is 01 June 2010 and these Terms and Conditions supersede any previously issued General Terms and Conditions.

### 1. Introduction

1.1 Our Terms and Conditions are comprised of the General Terms and Conditions, which apply to all Bradford & Bingley International Limited savings accounts, as set out in this booklet, and Special Conditions, which apply to specific savings accounts. Special Conditions for our accounts are issued separately and should be read in conjunction with our General Terms and Conditions. In cases where our General Terms and Conditions and Special Conditions conflict with each other, then the Special Conditions will apply. References within our Terms and Conditions to "Terms and Conditions" means our Terms and Conditions as may be amended, supplemented or varied by any new Special Conditions and any applicable overriding law.

1.2 Bradford & Bingley International Limited is a wholly owned subsidiary of Santander UK plc. The ultimate parent undertaking and controlling organisation of Bradford & Bingley International Limited is Banco Santander Central Hispano S.A., a company incorporated in Spain.

1.3 In addition to our Terms and Conditions, we may issue additional Legal Terms for the use of services which we offer, including but not limited to Legal Terms governing the use of the Bradford & Bingley International Limited Internet Accounts. These can be found on our Website.

1.4 There may be further terms and conditions which apply to your Account by law but are not set out in our Terms and Conditions.

1.5 In our Terms and Conditions, the following terms should be interpreted as follows:

"Account" means your bank account operated and maintained by us in your name.

"Agent" means an individual or legal entity authorised by the Account holder(s) to act on their behalf and accepted as such by us.

"Any Loss" means any loss whatsoever that we are not prohibited from excluding by law, including but not limited to direct loss and damage, other banks' charges or losses, economic loss, special loss, punitive loss, currency exchange loss, indirect and consequent loss.

"BACS" means the Bankers Automated Clearing Service and its successors.

"Banco Santander Group" means Banco Santander Central Hispano S.A., its subsidiaries, associated and affiliated companies.

"Banking Day" means any weekday when we are open for business (excluding Saturdays, Sundays and bank holidays in the Isle of Man and any other days we notify to you). Bank and public holidays in the appropriate country or jurisdiction of the currency in which your Account is held may affect our ability to provide our full banking service, or may also cause a corresponding delay in the clearing or processing of transactions.

"BIC" means Bank Identifier Code and is the unique identification code for a particular bank.

"Block or Blocked" means an action of the Bank to preserve the funds held on an account, by means of restricting credits and debits to the Account as necessary to protect the Account holder(s), us or other third party.

"CHAPS" means the Clearing House Automated Payments System and its successors.

"Direct Transfer" means any transfer of funds through the banking system including but not limited to SWIFT payments, telegraphic transfers, BACS transfers, CHAPS payments or any other generally available electronic transfer method.

"European Union Savings Tax Directive" is a framework for

laws between the member states of the European Union and associated territories, which requires each member state or associated territory (of which the Isle of Man is one) to allow the exchange of information or the application of a retention tax between each other about European Union residents who earn interest on savings and investments in one European Union member state but live in another.

"Foreign Currency" means any currency other than Sterling.

"Foreign Exchange" means converting funds from one currency into a different currency.

"IBAN" (International Bank Account Number) is a European standard, used to identify each unique bank account.

"Know Your Customer", means our interpretation of our obligations to meet our regulatory requirements to know our customers, including but not limited to identity, location and financial circumstance.

"Notice Account" means any account on which funds cannot be accessed immediately without a Notice Penalty. A period of notice to withdraw these funds must be provided to avoid the penalty.

"Notice Period" is the period of time, in days, determined by the Special Conditions relating to the Notice Account held, that must be given by you to us to facilitate a withdrawal. Funds held on the Notice Account during the Notice Period will continue to earn interest until withdrawn.

"Notice Penalty" means a financial penalty that will be deducted if funds are withdrawn from a Notice Account without giving the required Notice Period. The penalty will be equal to the amount of interest payable on the amount withdrawn for the number of days of the relevant Notice Period, calculated using the interest rate applicable at the time of the withdrawal.

"Our Office" means our registered office in the Isle of Man.

"Retention Tax" means European Union Savings Tax payable on interest received, deducted at source by the bank.

"Spot Value" means two banking days forward from the trade date and usually refers to a foreign currency transaction.

"Statement" means the record of transactions issued periodically for a particular account.

"Sterling Area" means the United Kingdom, Channel Islands, Isle of Man and Gibraltar.

"SWIFT" means the Society for Worldwide Interbank Financial Telecommunications".

"Tax Authority" means the Competent Authority charged with the collection of taxes in any country.

"Third Party" means an individual who you nominate to be able to access information and carry out certain Account operations on your behalf.

"Transactional Account" means an account where transactions are permitted and excludes a type of account where transactions are not permitted under the special conditions relating to the Account, for example a fixed rate bond.

"We", "us" and "our" mean Bradford & Bingley International Limited and its successors and assignees.

"Website" means our Website that contains all up-to-date information at [www.bbi.co.im](http://www.bbi.co.im).

"You" and "your" mean the person who has signed the application form, or if more than one person, the persons who signed the application form or is authorised to sign on the Account as a Third Party.

1.6 In these Terms and Conditions, unless otherwise stated, a reference to a "clause" is to a clause of these Terms and Conditions.

1.7 We may amend our Terms and Conditions by giving you notice in accordance with clause 21. Any such change(s) will be binding on all our customers.

1.8 We reserve the right to cease offering or withdraw any form of account without prior notice.

1.9 Our Terms and Conditions form part of the legal agreement between you and us. The laws of the Isle of Man govern this

- agreement. Both you and we submit to the non-exclusive jurisdiction of the courts of the Isle of Man.
- 1.10 In the event that any one or more of the phrases, sentences, clauses or sections of our Terms and Conditions is declared invalid or unenforceable by any court the remainder of our Terms and Conditions shall be valid, and construed as if such phrases, sentences, clause or sections had not been inserted.
- 2. Applying for a savings account**
- 2.1 To open an Account, you must not be restricted in your country of residence from opening an Account with us. Account acceptance will be at our sole discretion. Accounts will be maintained by us in the currency applicable to the Account opened. On opening an account we will send you notification in writing, detailing the Account number and the initial balance of your Account.
- 2.2 As a new customer to Bradford & Bingley International Limited, you must complete and sign an application form and provide the requested documentation before we will accept your initial deposit. By signing the application form you agree amongst other things to be bound by our Terms and Conditions (a copy of which you have received, read and understood). We reserve the right to take up references, including but not limited to, reviewing, the voters roll and instructing credit agencies and make any further enquiries as necessary to confirm details relating to applicants, account holders and certifiers of supporting documentation.
- 2.3 You must complete the application form and supply all documentation that we request, to meet our account opening procedures. In order for us to meet legal and regulatory requirements and fulfil our own policies and standards relating to our Know Your Customer obligations, we require you to provide us with documentary evidence of your identity, current permanent residential address, income and financial information. The Account that you have applied for will not be opened until we are satisfied that our legal, regulatory and internal standards have been fulfilled. We reserve the right to refuse any application or to request further documentation at any time.
- 2.4 If we agree to open an Account before you have provided acceptable documentation we will not be able to allow withdrawals until such evidence has been provided.
- 2.5 You must also provide a specimen of your signature (and if applicable all the signature(s) of any individual(s) you have authorised to operate your Account) when the Account is opened and at any other time when requested by us.
- 2.6 If you do not fully and clearly complete the signature mandate on your application form, we reserve the right to operate the Account based on the signature of any one Account holder until we are advised in writing of any other mandate.
- 2.7 If you are not the beneficial owner of the funds deposited in the Account, you must declare to us the name(s) of the beneficial owner(s) and provide us with such documents as we require relating to the beneficial owner(s).
- 2.8 If any other person who is not an Account holder is to be authorised to be a signatory on the Account, you must provide us with such documents as we require relating to such signatory or signatories before they are accepted as signatory or signatories on the Account. We reserve the right to refuse to accept additional authorised signatories at our discretion.
- 2.9 You must declare to us the source of funds deposited in the Account, the purpose of the Account, and the underlying source of wealth. We reserve the right to require additional information evidencing any of these factors before opening the Account or permitting withdrawals.
- 2.10 You will be responsible for any amounts owing to us on the Account.
- 2.11 We may refuse to carry out or allow any transaction or information amendment if we are not satisfied of the identity or authority of the person requesting the transaction or the lawfulness of the transaction.
- 2.12 If you send us any documentation in a language other than English, we will notify you of the applicable translation charge and obtain your agreement before it is translated. The charge incurred will be debited to your Account. We reserve the right not to accept a document in a language other than English which has not been translated to a standard acceptable to us.
- 2.13 Any accounts opened subsequent to your initial application are subject to the Terms and Conditions, any amendment to Terms and Conditions and any additional terms and conditions that apply to new accounts that are not of the same account type as your initial Account. At our discretion, new accounts can be opened by telephone or in writing without the need for a further application provided that we have confirmed that we already hold sufficient documentation and information for you.
- 2.14 You may not transfer any of your rights or obligations in relation to your Account without our express agreement. If agreed by us, such a transfer shall be subject to our account opening processes and requirements in place at the time and will not be valid unless made in a manner approved by us and until registered in our records. We may refuse to permit a transfer without giving any reason.
- 2.15 We may at our discretion and without giving any reason refuse to open an account or accept a deposit from any person or entity.
- 2.16 We are entitled to treat the named Account holder(s) as the absolute owner(s) of the Account. We shall not (unless required by law) be bound to recognise any trust, interest or charge in or over the Account claimed by any other person even if we have express or other notice of this claim. We will not be liable for refusing or failing to recognise any such claim.
- 3. Paying money into your Account**
- 3.1 For the initial deposit, payments can only be accepted if they are drawn on an Account in the applicant's name(s) or have been issued by a bank, a financial institution, an advocate, solicitor or lawyer and made payable to the applicant(s) or to us with the applicants' name. We may at our sole discretion accept initial deposits from sources other than those listed in this clause where the initial deposit is made at Our Office in the Isle of Man. Initial deposits in cash are only permitted from Isle of Man residents. We reserve the right to request additional information to verify the source of the funds and to refuse any deposit.
- 3.2 Deposits can only be made with Our Office in the Isle of Man, or other places in the Isle of Man as we may specify, in accordance with the minimum values and balance detailed in Special Conditions applicable to the Account. You may not make deposits into your Account at any other office of the Banco Santander Group or at the offices of our clearing bankers.
- 3.3 Funds remitted to us will be applied to the specified Account within one working day provided that the originating or intermediary institution supplies full and correct details, or if remittance is by cheque, provided you have correctly quoted your Account details. Cheques received through the post below the minimum value specified by Special Conditions applicable to the Account will be returned to the Account holder's correspondence address or, at our sole discretion, will be credited to your Account. We will not be liable or responsible for Any Loss as a result of any cheque below the minimum value not being presented for clearance or if the cheque(s) are lost or delayed in the postal system.
- 3.4 The maximum cash deposit we will accept into an existing Account is £1,000. The cash deposit service is only available to you if you have provided us with a current residential address in the Isle of Man. No cash transactions are permitted in US Dollars, Euro or any Foreign Currency and we reserve the right to refuse cash deposits at our absolute discretion.
- 3.5 Travellers' cheques, postal or international money orders are not accepted.
- 3.6 Only Sterling cheques drawn on a bank in the Sterling Area will be accepted and these will take 6 Banking Days to clear before a withdrawal can be made against the funds deposited. No other cheques are accepted, including Sterling cheques drawn on a bank outside of the Sterling Area and cheques in a Foreign Currency.
- 3.7 We will not be liable, in respect of any funds being deposited or withdrawn, for Any Loss arising from delay in the transmission of funds due to causes beyond our control or for any charges levied by handling banks involved in the transmission of funds.
- 3.8 We may apply a limit to the amount that can be deposited in any particular type of account or by any one customer.
- 3.9 We reserve the right to refuse any deposit at our sole discretion. These funds will be returned to the bank account from which they were received without interest. Any resultant charges, currency or other financial loss will be payable by you.
- 3.10 Cheques to be deposited into your Account must be made payable to the Account holder or to 'Bradford & Bingley International re Account Holder' and must not be dated after the date of signature ('postdated cheques'). We will not accept any responsibility for Any Loss arising as a result. We will return postdated cheques to the Account holder's correspondence address. We will not hold them for banking at a later date. If you do postdate a cheque, we will not be held liable or responsible for Any Loss in respect of any cheque presented to us prior to the date of signature or for Any Loss whatsoever arising from

- the postdating of the cheque. If you send us a cheque payable to you and it is drawn on a bank outside of the Sterling Area or in a Foreign Currency, the cheque will be returned to you and we will not accept any responsibility for Any Loss arising as a result.
- 3.11 We will make a charge for any cheques that you pay into your Account that are returned unpaid for any reason whatsoever. Such charges will be in accordance with our Schedule of Charges.
- 3.12 If a cheque is subsequently returned unpaid for any reason, we will debit your Account in full for the amount credited to your Account, together with any consequent interest that we may have paid on your Account and any charges incurred by us.
- 3.13 Where we receive Direct Transfer payments, the funds will be available for withdrawal as soon as they have been applied to your Account in line with the Special Conditions on your Account. If they cannot be applied to your Account for any reason, they will be returned to the originating bank, net of any charges and without interest.
- 3.14 SWIFT payments may be received by us in any currency. If we receive payments in your name for your Account in a currency other than that in which your Account is denominated, the payment will be converted into the currency of your Account. This currency conversion will be performed without any further reference to the Account holder.
- 3.15 If you pay funds in one currency (for example Euros) into our bank account denominated in another currency (for example Sterling) these funds will be exchanged automatically on receipt and we will not be held liable or responsible for Any Loss.
- 3.16 In order to comply with anti-money laundering, drug trafficking and terrorism laws and regulations and to fulfil our Know Your Customer policies and standards, we reserve the right to request and obtain further information from you regarding the source of funds you have deposited with us. If you are unable to supply satisfactory evidence or explanations, these funds may be returned to the bank account from which they were received without interest. We will not be liable or responsible for Any Loss resulting from the return of such funds.
- 4. Withdrawing money from your Account**
- 4.1 Withdrawals can only be made from Our Office in the Isle of Man, or other places in the Isle of Man as we may specify, in accordance with the minimum and maximum values detailed in Special Conditions relating to your Account once the funds have cleared. You may not make withdrawals from your Account at any other office of the Banco Santander Group or at the offices of our clearing bankers. No cash or cheque transactions are permitted in any currency other than Sterling.
- 4.2 You can withdraw money from your Account by asking us to:
- make a transfer to another Account in your name with us; or
  - make a Direct Transfer to an account in your name held with another bank or building society; or
  - pay away your interest by BACS to another Sterling account held in the Sterling Area.
  - make a Sterling cheque payable to you. Cheques can only be either collected in person by you at Our Office, or posted to your registered correspondence address. We will not post cheques to any other address.
  - make a Sterling cheque payable to a third party, where your Account Special Conditions permit and the cheque is collected in person by you at Our Office.
  - pay cash up to a maximum £500 per Account holder per day at Our Office in the Isle of Man, or other places in the Isle of Man as we may specify subject to Special Conditions. Repeat withdrawals are at our discretion and we do not need to give you a reason for our refusal.
- 4.3 We do not accept instructions or requests to place deposits on constant notice, rolling notice, or to close an Account and transfer funds to a new identical account in order to benefit from interest capitalisation.
- 4.4 Any withdrawal which reduces the balance to below the minimum balance for the Account may result in any remaining balance being added to the amount of the proposed withdrawal, and the Account being closed.
- 4.5 When making international Direct Transfers you should be aware that supplementary charges may be levied by intermediary banks. You will be responsible for any such charges. When you send us your instructions you must provide to us the full and correct banking details including the destination account name, account number, sort code, BIC or SWIFT code, IBAN, routing or other banking code(s). If you do not provide us with the full and correct information, monies are likely to be delayed and potentially lost, and we will not be responsible for Any Loss arising. If you have not supplied us with the full and correct IBAN and charges are raised by other banks or agents, we will recover these costs by debiting your Account or by requiring you to pay us the relevant sum. As a guideline international Direct Transfers will take up to 6 working days, however we can not guarantee the time taken as this will depend upon the local and intermediary banking system. We will not be responsible for Any Loss arising from a delay in a Direct Transfer.
- 4.6 We will make a charge for Direct Transfers, in accordance with our Schedule of Charges, which will be deducted from your outstanding cleared balance or from the amount sent if insufficient funds remain.
- 4.7 We reserve the right to select the method by which a Direct Transfer is made by us. Any request to "transfer" funds will normally but not exclusively be interpreted as meaning a Direct Transfer by BACS or CHAPS unless your instructions clearly state otherwise. At our discretion, we may carry out an instruction for a Direct Transfer without the provision of the full bank details stated in clause 4.5 if we have made payments to that bank previously for you. We reserve the right to make payments by BACS when requested to make a cheque payment providing that we are in possession of the payment details of the recipient bank account.
- 4.8 We will endeavour to carry out your withdrawal instructions within one Banking Day after receiving them. We cannot accept instructions for withdrawals at specific times (commonly known as "timed instructions"). In certain circumstances this may not be possible and the withdrawal instruction will be actioned as soon as possible.
- 4.9 We will not be liable or responsible for the value given to funds by a beneficiary bank.
- 4.10 We assume no responsibility for mail or other communication delays, external clearing system lead times, processing times or for Any Loss which may arise in relation to the operation of your Account.
- 4.11 We will not be liable or responsible for not completing your instruction if:
- you do not have sufficient cleared funds in your Account; or
  - you have not yet fulfilled our account opening requirements; or
  - you have failed to provide us with satisfactory details regarding the source of any funds you have deposited with us; or
  - a legal order has prohibited withdrawal from your Account; or
  - we have reason to believe there is a dispute between joint Account holders; or
  - your Account is closed, or otherwise Blocked; or
  - you have not provided us with complete and correct payment instructions; or
  - completing the instruction(s) may contravene law or regulation; or
  - the instructions have not been authenticated or signed in accordance with the mandate in respect of your Account; or
  - we are delayed from carrying out, or fail to carry out your instructions due to an event beyond our reasonable control, including but by no means limited to industrial action, or the failure of any of our machines, data processing systems, transmission links, internet banking system, or because there has been a failure in any part of the internal or external banking systems used to make direct payments or any terminal or telecommunication device used in connection with the external banking systems.
- 4.12 We reserve the right to contact you regarding withdrawal requests, in order to perform security checks. We will not be liable or responsible for the consequences of any delay or Any Loss arising as a result of us being unable to contact you to complete our security checks. It is your responsibility to ensure that we are provided with accurate and up to date contact details including telephone numbers.
- 4.13 We will accept signed instructions from you by post and fax or other means stated in Special Conditions. We do not accept instructions by email. We reserve the right not to carry out any instruction if we are in doubt as to its authenticity.
- 4.14 Any withdrawal requests requiring currency conversion will be carried out at our prevailing exchange rate and subject to clause
- 5. Foreign Exchange**
- 5.1 We will provide Foreign Exchange services in the following circumstances:
- where a payment is made or an amount remitted in a

currency which is different to the currency denomination of the Account which is to be debited or credited

- where, on your specific request, some or all of the balance in your Account is to be transferred into a different account denominated in another currency or remitted to you or to another payee in a different currency in accordance with your instructions; and

- where, on your specific request, some or all of the balance in your Account is transferred to an account at another bank which is denominated in a different currency.

5.2 Currency exchange services are provided subject to the provisions of clauses 3.13, 3.14, 4.14, 5.3 and clause 10 in its entirety.

5.3 We do not give any warranty as to the specific time during the day at which any exchange conversion deal requested by you or carried out under clauses 3 and 4 will be carried out and completed. If you request an indication exchange rate, we will provide such indication rate, which will be for indication purposes only. We do not give any warranty that this rate will be achieved on your currency exchange transaction. Exchange rates move constantly and you may obtain a lower or a higher rate. We will not be held liable or responsible for Any Loss as a result of movements in market rates, provided that we act on your instructions within a reasonable time frame. Our normal operating time frame is that if you make a valid request for an exchange of currency before our daily cut off time, the deal will be carried out the same day and if you make a request for an exchange of currency after our daily cut off time, the deal will be carried out the next day. If circumstances arise which prevent us from making your currency exchange within our normal operating time frame, we will not be responsible for Any Loss. Our cut off time will be notified to you on request. Foreign exchange deals will be made with reference to market rates and funds in the required currency will be available the day after the deal is completed. The exchange rate applied will be our rate available on the day of the exchange transaction.

## 6. Stopping withdrawal payments

6.1 You cannot cancel or stop a cheque withdrawal or Direct Transfer from your Account once the cheque or Direct Transfer has been entered onto our systems.

6.2 We may stop cheques or recall funds made by Direct Transfer if we believe that the original instruction may not be genuine. We will use our best endeavours to stop the cheque or recall the funds. We will not, however, be held responsible for the delay or failure to stop cheques or recall funds in such circumstances or for Any Loss arising from any such delay or failure.

6.3 We reserve the right to refuse to accept a request to stop a cheque or recall a Direct Transfer.

## 7. Account disputes

7.1 If we reasonably believe that your Account is being used for illegal purposes or if we believe that there is a disagreement about who owns the money in your Account (including a disagreement between Account holders) we may Block your Account. This will mean that we will not permit any withdrawals or carry out any other instructions and may not enter into communication with you regarding any claim until we are satisfied that your Account is not being used for illegal purposes or that the disagreement is settled. In any event we shall be entitled to charge you with the amount of any legal or other costs incurred by us in protecting our interests. We will not be liable for Any Loss arising as a result of your Account being Blocked.

7.2 If we consider that there are reasonable grounds for believing that a dispute exists between joint Account holders, we reserve the right to require the signature of all Account holders for any transactions on the Account until we are satisfied that the dispute is settled.

7.3 In the event of any valid Court order, injunction or direction being presented to us which obliges us to restrict your use of the Account we reserve the right to debit the Account, at the time the relevant order, injunction or direction is lifted as specified or otherwise, with any costs we may incur. We will not be liable for Any Loss arising as a result of restrictions being placed on your Account as a result of any such order, injunction or direction being made.

## 8. Withdrawing money from an Account where notice is required

8.1 If you want to withdraw money from an Account where there are Special Conditions requiring you to give us written notice before we are obliged to pay you, you must give us written notice (signed by you) in accordance with those Special Conditions. Subject to any Special Conditions (which shall override the following if they conflict) this notice must state clearly;

- the amount you want to withdraw; and
- the date when you want to withdraw the money; and
- which method of payment under clause 4 you want us to make.

8.2 If we do not receive clear and full instructions from you within 14 days after we receive your original incomplete instructions, then we will treat your instructions as cancelled. If this happens you will need to give us new instructions to make a withdrawal from your Account. We will make reasonable efforts to contact you to ask you to clarify any unclear or incomplete instructions.

8.3 We will treat the period of notice as starting on the day when we receive full and clear instructions at Our Office. If you send us notice by fax we will treat the Notice Period as starting when we receive your fax. This will only apply if:

- the notice contains all of the information we require as detailed in clause 8.1; and
- we receive the original instructions that you faxed to us signed by you at Our Office within 14 days after the fax transmission. We do not accept email instructions.

8.4 We will not make any payment out of your Account unless we have received your written notice or any notice pursuant to our telephone and fax banking service set out in clause 12.

8.5 If your notice expires on a day when Our Office is not open for banking business, we will action your withdrawal on the next day Our Office is open for banking business, subject to the provisions of clause 4.8.

8.6 Where notice has been given for a penalty free withdrawal, your withdrawal must be made on the day requested. If the withdrawal is not made on the day requested, notice will be deemed to have lapsed and further notice will be required.

8.7 If you ask us to cancel your written notice, we may do so instead of accepting it but only if your request is received prior to us actioning the withdrawal. Once we have actioned your withdrawal we cannot cancel your request. If we allow you to change your notice we will tell you and we will treat your original notice as cancelled. If this happens you must give us a new notice for withdrawal.

8.8 If we receive more than one notice for any single withdrawal and the instructions in those notices are different we may choose not to accept either notice. If this happens we will tell you.

8.9 In the event of the death of the Account holder(s), the Account can be closed without notice or Notice Penalty, and interest will be applied up to and including the date of closure at the current interest rate for the Account.

8.10 Where an account is subject to a Notice Period, before a withdrawal may be actioned without loss of interest, the withdrawal amount to be placed on notice may not exceed the balance held at that time.

8.11 If a valid notice is not served on an account where notice is required, then a Notice Penalty will be applied. This is calculated as:

$$\frac{\text{Amount withdrawn} \times \text{Number of days notice required by the applicable Special Conditions} \times \text{Interest rate applicable on day of withdrawal}}{\text{Divided by the Day Count referred to in clause 9.7}}$$

Divided by the Day Count referred to in clause 9.7

The Notice Penalty will be deducted from the accrued interest in the specified account. Where there is insufficient accrued interest to cover the Notice Penalty, then the Notice Penalty will be taken first from the accrued interest and any remaining amount of penalty due will be deducted from the remaining capital balance on the specified account in accordance with clause 10.3.

8.12 We will have no obligation to action a withdrawal request if a valid notice has not been served and we will not accept any responsibility for Any Loss arising as a result.

## 9. Interest

9.1 Where we are permitted by law to pay interest gross, without deduction of tax, we will do so. However, if law or regulations come into force which require us to deduct tax or any other

	externally imposed levy before paying interest to you, we reserve the right to make such deductions. We will have no obligation to refund any deductions of Retention Tax where this has been deducted in accordance with legislation and regulation and in good faith.	
9.2	It is your responsibility to declare any interest earned to the relevant Tax Authority.	
9.3	Customers who are resident of European Union member states are subject to legislation pursuant to the European Union Savings Tax Directive which came into effect on 1 July 2005. This means that under Isle of Man law and regulation, a Retention Tax will be applied to interest payments made in respect of the Accounts of European Union resident customers, unless those customers: <ul style="list-style-type: none"> <li>• opt for Exchange of Information, in which case their personal and account details will be disclosed to the Isle of Man Government, who will pass those details to the tax authorities of the European Union member state in which they are resident; or</li> <li>• declare to us that they are resident but non-domiciled in their European Union country of residence, and provide us with such evidence of that status as we may require; or</li> <li>• declare to us that they are exempt from tax, and provide us with such evidence and explanation of that status as we may require.</li> </ul> <p>If Retention Tax is applied to the interest paid on your Account, we will advise you of the amount of tax deducted. Where you hold more than one Account we reserve the right to apply the same instruction to all Accounts.</p>	
9.4	We reserve the right to request further evidence of residency or personal details in deciding whether changes in legislation or regulations apply to an Account. Where we consider that there is uncertainty then we may apply a deduction of tax until such time as the uncertainty ceases and we will not be responsible or liable for any loss arising from such delays.	
9.5	We reserve the right to treat each party on an account independently for the apportionment of interest.	
9.6	From 1 July 2011, the Isle of Man has proposed that it will move to automatic exchange of information in relation to the European Union Savings Tax Directive. If adopted, this means that from 1 July 2011 details of the Accounts of customers resident in the European Union and their personal details and interest payments will be automatically disclosed to the Isle of Man Government, who will pass those details to the tax authorities of the European Union member state in which those customers are resident.	
9.7	We will pay interest on your Account at the rate or rates published on our Website and on the dates applicable to your Account as given in the Special Conditions on your Account. We will calculate interest on an 1/365 basis for each day in the year for Sterling accounts, and on an 1/360 day basis for each day in the year for US Dollar and Euro accounts; consistent with international banking practices.	
9.8	We may at any time vary the rate or rates on your Account without notice (excluding Fixed Rate Bonds and accounts where funds are subject to a fixed maturity date and/or a fixed rate of interest). We will tell you about this within 30 calendar days of a variation coming into effect either: <ul style="list-style-type: none"> <li>• by placing a notice on our Website;</li> <li>• by placing notices in newspapers in the Isle of Man, the UK and in an international edition of a UK newspaper;</li> <li>• by writing to the first named Account holder; or</li> <li>• by sending a secure message to the first named Account holder.</li> </ul> <p>Details of interest rates are available at any time on our Website, or can be obtained by contacting Our Office.</p>	
9.9	The Account balance will determine the rate of interest payable and we will automatically alter the rate when the balance in the Account exceeds or falls below the certain specified limits. We will calculate your interest on the amount which is in your Account at the end of each day, subject to clauses 9.10 and 9.11.	
9.10	If the balance on any account falls below the minimum balance for the Account, we reserve the right to pay any rate of interest including 0% for the period during which the balance remains below the minimum.	
9.11	Funds paid into your Account by Direct Transfer or in cash will accrue interest from the day following the day it has been applied to your Account up to and including the date of withdrawal. Cheques will accrue interest from the second Banking Day following the day they have been applied to your Account. For deposits in foreign currencies, interest will begin	
	to be accrued from the day after the funds are credited to your Account, with reference to clauses 3 and 5.	
9.12	If you have made a deposit by cheque, and the paying bank does not clear the funds then we will take any interest paid on those funds out of your Account.	
9.13	Interest is paid in one of the following ways: <ul style="list-style-type: none"> <li>• By adding it to the Account (where not excluded by Special Conditions).</li> <li>• By transfer to another account held with us.</li> <li>• By transfer in Sterling to a bank account in the Sterling Area.</li> </ul>	
9.14	All interest payments must be made payable to an account of which you are the named Account holder(s).	
	<b>10. Charges and set off</b>	
10.1	Our charges for banking services are set out in our Schedule of Charges which we issue periodically to you and are also available on our Website or by contacting Our Office.	
10.2	You agree to pay to us all banking and handling charges incurred in the operation of your Account including, but not limited to, bank transfer fees, fees for the clearance of cheques or drafts and fees and commissions for the conversion of funds between currencies, whether levied by us or by other banks or agents.	
10.3	We will take money out of your Account to meet any charges or penalties due and owing to us.	
10.4	We may introduce charges for other banking services and may vary the amount of our charges for any of our services at any time, for any reason without giving you notice. We may also change the way you have to pay charges if it is reasonable to make the change.	
10.5	We may make further charges for any costs incurred by us as a result of any negligent or improper act, default or neglect by you. Such charges may include a proper sum for the cost of time, facilities, accommodation and services of our offices, employees and agents as well as the recovery of any legal expenses incurred by us in relation to your Account. We may deduct such charges from the balance for the time being standing to the credit of your Account.	
10.6	We may use credit balances held by you with us to reduce or repay any debit balances on any Account you hold with us.	
10.7	We reserve the right to make a charge if you ask us to carry out special activities, such as investigations, research, interest calculations etc. We will advise you of the charge before we carry out your instructions.	
10.8	In the event of any valid court order, injunction or direction being presented to us which obliges us to restrict the use of your Account, we reserve the right to debit the Account, at the time of the relevant order, injunction or direction is lifted, with any costs we may incur. We will not be liable for Any Loss arising as a result of any such order, injunction or direction being made.	
10.9	We will not be responsible for any loss or expense you may suffer if we cannot provide any services or facilities by reason of, but not limited to, any of the following events: <ul style="list-style-type: none"> <li>• industrial action; or</li> <li>• power cuts; or</li> <li>• failure of equipment or transmission links; or</li> <li>• any other causes beyond our reasonable control.</li> </ul>	
	<b>11. Joint accounts and other types of Account</b>	
11.1	You may apply for an Account jointly with up to three other people, subject to the Special Conditions of the account applied for.	
11.2	If you hold an Account jointly with one or more other people, you must be aware that all joint Account holders are bound by our Terms and Conditions: <ul style="list-style-type: none"> <li>• jointly (that is, all equally); and</li> <li>• severally (that is, bound as though he or she was the only Account holder).</li> </ul> <p>If one joint Account holder dies, we will treat the surviving Account holder(s) as the beneficiary(ies) of the Account.</p>	
11.3	Letters, Statements and other material that we send to the first named Account holder on your Account will bind all joint Account holders. 'Care of' and 'PO Box' numbers may be used in a correspondence address but we will still require your full permanent address as part of our identification procedures as set out in clause 2.	
11.4	In the event of a dispute arising between joint Account holders, clause 7 will apply.	
11.5	We will accept instructions from any one joint Account holder or an Agent to withdraw the deposit or receive any interest or bonus from the Account where this person has been authorised	

- to do so by all Account holders on the application form or afterwards in writing. The receipt of, or evidence of payment to a person so authorised shall be a good discharge by us for any payment to you.
- 11.6 Trustees, Corporations, Clubs, Charities and Societies may open accounts with us provided that the relevant application form is completed and supporting documentation has been fully provided and that we are satisfied with the nature and purpose of the Account.
- 11.7 The type of accounts which we offer to applicants referred to in clause 11.6 may differ from our standard Personal range of accounts. We will write to such applicants setting out any Special Conditions and interest rates for the Account they hold, and we reserve the right to refuse entry of applicants under clause 11.6 into standard products at our sole discretion.
- 12. Telephone and fax banking service**
- 12.1 We can provide a telephone and fax banking service during our normal opening hours on each Banking Day.
- 12.2 You will be required to apply for the service either within your original application form, or subsequently by the completion of an additional application form for this service including provision of a security code. All parties to the Account must sign to accept the Special Conditions of this service.
- 12.3 The telephone and fax banking service is available on Accounts held solely or jointly. However, where a joint Account is operated on an "all to sign" basis, this service is not available.
- 12.4 If we accept your application for the telephone and fax banking service, then this service is available on all your Accounts held in the same name and you do not need to apply for the service on each account. For the avoidance of doubt, any transaction request for any amount made using the telephone and fax banking service will be made without further reference to any Account holder save for circumstances under clause 7, provided that the security code and any other security checks are correct and complete to our satisfaction.
- 12.5 An Account holder may cancel the telephone and fax banking service, by providing written instructions to us at Our Office. Thereafter, we will employ best endeavours to comply with the cancellation request, provided that instructions have not already been actioned or entered onto our systems.
- 12.6 You must keep your security code secure and not disclose it to anyone except our staff.
- 12.7 You may authorise payments to accounts nominated on your nominated account form. The maximum number of nominated accounts is two. We reserve the right to limit the number of nominated accounts to one for certain types of Account. Cheques requested may be made payable to third parties subject to clause 4.2.
- 12.8 In the event of you authorising us to make a payment by cheque payable to the Account holder(s) we will send the cheque to the registered correspondence address of the first Account holder.
- 12.9 If you authorise us to make a payment and it is not clear by which method you would like us to make the payment, we reserve the right to make the payment by Direct Transfer and deduct any charges due for this service.
- 12.10 We have no obligation to verify the authenticity of any instructions received other than as stated in clause 12.4 and/or any Special Conditions. We have no responsibility in the event of the security code coming into the possession or knowledge of unauthorised persons through no fault of our own.
- 12.11 You must pay your own telephone and fax charges resulting from the use of the telephone and fax banking service.
- 13. Internet based International eSavings Accounts**
- 13.1 You may apply using the internet for our internet based Accounts which can be found by visiting our Website and clicking on the relevant link.
- 13.2 Our International eSavings -Terms and Conditions will apply to your use of the internet based Accounts and these can be found on our Website.
- 13.3 In the event that circumstances beyond our control prevent us from providing our internet based Accounts, we will not be liable or responsible for Any Loss arising due to delay or failure to complete any instruction provided by you.
- 14. Communication**
- 14.1 The first named Account holder will be treated as the representative joint holder and will be the only Account holder entitled to receive communications from us. We will send all written notices, Statements and other information to the registered correspondence address of the first named Account holder or via secure message. You may choose and tell us the order in which you want your names to appear on your Account. We will update your Account after each transaction you make, and we will send you an advice in accordance with clauses 14.1 and 14.3.
- 14.2 We will send you a Statement at least once each year. For internet Accounts this may be made available electronically. We may, in addition, provide other records of transactions as we deem appropriate for particular types of deposit.
- 14.3 We will send you notices from time to time providing you with information about interest rates and changes in our products and services in accordance with clause 9.8. You may choose not to receive such notices but if you do, we will not be responsible for Any Loss which may arise as a result.
- 14.4 You must tell us in writing if your name, address, telephone number, email address, or any other details you have given us change. If we ask you for documentary evidence of this you must give it to us before we amend our records. Failure to provide the documentary evidence required may result in your Account being Blocked until such time as the acceptable documents are provided. Subject to us acting reasonably we will not be responsible for Any Loss which may arise as a result. You must provide us with a full mailing address at all times as it is not possible for us to hold correspondence for you.
- 14.5 We will treat all letters and other material we send to you as arriving 2 business days after they are posted to you in the Isle of Man or United Kingdom or elsewhere in the British Isles or 7 days if posted to an address other than this.
- 14.6 We may retain any correspondence you send to us for possible future reference. We may also listen to and record telephone calls to monitor the quality of our service and to ensure compliance with or to prevent breaches of applicable law, rules and procedures. Recorded calls may be relied upon at a future date should a dispute arise.
- 14.7 If you think we have made an error on your Account you must let us know promptly so that we are able to investigate the situation as soon as possible. If you become aware of any transaction on your Account that has not been authorised by you, you must notify us immediately. For this purpose, you must check your Statement and correspondence from us. If it is necessary to investigate a transaction on your Account, you may be required to provide us with permission to involve the police, if we need to involve them.
- 14.8
- 15. Security**
- 15.1 We are not obliged to accept any application to open an Account (unless required by law). If we refuse, the matter will be for our absolute discretion and we will not be obliged to give a reason.
- 15.2 We will accept instructions in respect of your Account from:
- you; or
  - anyone who has power of attorney for you, which we have accepted and noted in our records; or
  - anyone who has a legal right to give us instructions.
- 15.3 You must provide a specimen of your signature (and if applicable all the signature(s) of any individual(s) you have authorised to operate your Account) when the Account is opened and at any other time when requested by us.
- 15.4 We will only make payments or transfers from your Account on receipt of instructions in the appropriate form from you or an authorised signatory on your Account. Unless you have established a telephone and fax banking service on your Account under the terms of clause 12, instructions must be original instructions signed in accordance with the Account mandate. We reserve the right to operate security checks.
- 15.5 Where a telephone and fax banking service exists on your Account we will accept instructions only after ensuring that appropriate security measures have been applied, including the use of a security code as set out in clause 12.
- 15.6 We reserve the right to refuse communications provided by electronic means, including but not limited to e-mail and faxed instructions, unless we are satisfied that appropriate and adequate security measures have been applied to protect the integrity, reliability and authenticity of the information communicated and to protect you and us against the possibility of fraudulent or other unauthorised transactions on your Account.
- 15.7 We do not accept responsibility for the security of any information sent by you, or to you, via e-mail.

- 15.8 a) We are entitled to treat you as the absolute legal owner of the money in your Account. Unless the law says that we must recognise any other claims over your Account (such as trusts or charges) we will not be liable if we do not recognise such a claim. We will not be bound to recognise the interest or claim of any person other than the Account holder(s) in respect of money held in an Account, nor will we be liable in any way for Any Loss howsoever caused (including but not limited to Any Loss caused by our failure to recognise such interest or claim (except as required by law)) unless either sub-clause (b) or (c) following applies:-
- b) Clause 15.8 (a) will not apply if the Account holder(s) is or are acting:
- in a professional capacity in the course of a profession or business where we have accepted the Account as a designated account or,
  - as a trustee(s) subject to the terms of a trust account; and
  - in both instances the Account has been designated to that effect or we have otherwise confirmed the arrangement in writing.
- c) Clause 15.8 (a) will not apply if we have registered the interest of a Receiver, Liquidator, Administrator or Trustee in Bankruptcy in respect of the operation of the Account.
- to develop and improve our products and services. Please note that if we become aware of unlawful activities, information or content, we may remove or disable access to the relevant information and report the information to appropriate authorities.
- 16.4 You agree that we and the other companies in the Banco Santander Group may disclose your personal information:
- to credit reference agencies;
  - to our insurers, sub-contractors and persons acting as our agents who have agreed to keep your personal information strictly confidential and secure;
  - to linked suppliers to the extent that they need your personal information to provide their services to us and you and who have agreed to keep your personal information strictly confidential and secure;
  - for debt tracing and fraud prevention;
  - to any person to whom we transfer our rights and/or obligations under this agreement;
  - as required or permitted to do so by law, regulatory authority or court order;
  - where necessary to protect your and our interest; and
  - where disclosure is made at your request or with your consent. Where we disclose information to providers of services to you and us, which includes disclosing your name and address on payment instructions, we will take all reasonable steps to make sure that your information is only used in line with our instructions and our own strict policies on confidentiality. We may transfer your personal information in accordance with clause 16.3 and 16.4 to a company in the Banco Santander Group or third party located in another country and if we do so we will ensure that they agree to apply the same levels of protection as we are required to apply to your information.
- 16.5 We may use the information you provide to search fraud prevention and credit reference agencies to check the identity of any party related to the Account. Other organisations may become aware of those searches but this is not a credit check and will not be seen or used by other organisations to assess your ability to obtain credit. We may use information we receive from these agencies to manage the Account, recover debt, prevent and detect fraud, verify identities and meet any legal, regulatory or other obligation we have to meet our standards for Know Your Customer requirements.
- 16.6 You agree to promptly notify us in writing of any change of address or other change in your personal details so we can keep our records up to date in compliance with applicable law. If you fail to do so promptly, we shall not be liable for Any Loss arising as a result (and nor shall any other companies in the Banco Santander Group). However, we shall update and correct our personal data about you as soon as reasonably practicable after receipt of such details from you at Our Office.
- 16.7 For the purpose of verification or amendment of any inaccuracies, you have the right of access under the Isle of Man Data Protection Act 2002 to certain personal records that we hold about you. If you wish to exercise this right, you should write to The Manager (Data Protection) at Our Offices. We will charge you should we provide information under this clause in accordance with the provisions of the Data Protection Act 2002.
- 16.8 If you wish to exercise your statutory right to (a) opt out of fully automated decision-making about you or (b) opt out of having personal data about you used for direct marketing you must do so by notice in writing to Our Office and we shall action your "opt-out" by noting this within any files of details about you held by us or other companies in the Banco Santander Group within a reasonable period required for processing.
- 16.9 Any compensation payable by us or other companies in the Banco Santander Group pursuant to any data protection legislation is limited to a maximum of £50 (to any one person or in respect of personal data held regarding any one person) and is payable at the discretion of our Directors.
- 17. Closing your Account**
- 17.1 You may close your Account at any time (subject to cheque clearance) unless, under the Special Conditions:
- you must give us a minimum amount of notice to close your Account; or
  - you cannot close your Account until the end of a fixed term.
- 17.2 We may close your Account at any time. If we do so we do not need to give you any reason.
- 17.3 If we close your Account under clause 17.2 or you close your Account under clause 17.1 we will return your money to you along with any interest due on your Account up to the date of
- 16.1 We are required to hold sufficient information about you to satisfy our standards for Know Your Customer information and to confirm your identity. If, at any time, we determine in our discretion that we need additional information or documentation from you, we will contact you to obtain it. You agree to provide such information promptly when requested and to protect both you and us, any failure to provide this information when requested may lead to your Account being Blocked until we receive the requested information.
- 16.2 All information that we collect is collected lawfully and held for specified and lawful purposes in accordance with the Isle of Man Data Protection Act 2002. Your privacy is important to us and we will respect your personal information and do our best to ensure that the details we hold are accurate and kept up to date.
- 16.3 To enable us to provide and operate accounts and associated services, information supplied by you to us at any time, whether or not you become a customer, will be held by us and may be disclosed to other companies in the Banco Santander Group. Any information about you received by us and other companies in the Banco Santander Group (from you and third parties) will be kept confidential and secure. We will only disclose it to other companies in the Banco Santander Group either with your express consent or for any of the following legitimate business purposes to which you agree:
- for assessment and statistical analysis for our business, or the business of the Banco Santander Group, including automated techniques such as behaviour and credit scoring and for considering any application you may make to us or them;
  - to provide and operate accounts and associated services;
  - to comply with our legal and regulatory obligations - in some jurisdictions and in some areas of our business, we are required by law or regulation or contract to monitor communications;
  - to prevent, detect or investigate the commission of a criminal offence or a suspected criminal offence;
  - to gather information as part of an investigation by a regulatory body or in connection with a legal claim;
  - to ensure our compliance with applicable legal, regulatory and corporate governance requirements and with our policies, standards and procedures including the sharing of information to assist with compliance with our standards for Know Your Customer information;
  - to respond to requests for records from clients, regulatory bodies or other authorised parties;
  - to detect, investigate and enforce suspected breaches of our policies, standards and procedures;
  - to investigate a complaint or otherwise to establish the existence of facts in the context of business transactions or communications;
  - to ensure our efficient operation, management and security of our communications networks and systems;
  - to check the quality and quantity of our employees' work;
  - to monitor interactions between you and us for training purposes; and

closure. A Notice Penalty calculated as set out in the Special Conditions of the Account will apply if you wish to close your Account without giving us the minimum notice required under the Special Conditions of the Account.

17.4 If we close your Account as a result of having failed to establish your identity, residence and income or other information to our absolute satisfaction (as required by our interpretation of Anti Money Laundering law and regulations), we reserve the right to return the balance of the Account to you at your own cost and to pay no interest on the balance whilst held by us.

17.5 We reserve the right to close your Transactional Account if we consider that it has become dormant and for a period of three years there have been no transactions (if permitted by Special Conditions) and we have written to you asking if you wish to keep your Account open and

- we have received no communication from you; or
- at least one notice sent by us to you at your registered correspondence address has been returned and not delivered.

If requested, we will open a new account and credit the balance to it.

17.6 Should you change your mind and decide to close your chosen new Account, (with the exception of Fixed Rate Bond and any other accounts where funds are subject to a fixed maturity date and/or a fixed rate of interest), you may do so by notifying us in writing within 14 days of the Account opening date. After 14 days the notice conditions set out in the Special Conditions of the Account will apply. Refer to clause 8 for details. Where you have chosen to close your new Account within 14 days of the Account opening date, subject to cheque clearance, your capital and any interest earned will be sent to the source bank account from which your initial deposit originated. The opening date of your Account will be deemed to have been notified to you in accordance with clause 14.6.

## 18. Advice

18.1 We do not provide (nor hold ourselves out as providing) advice on the suitability of facilities or services offered to you by us for your particular circumstances, nor do we exercise any judgement on your behalf, especially relating to your tax position, and neither we nor our employees shall be liable for Any Loss arising as a result of you availing yourself of the facilities offered by us (or not, as the case may be). It is your responsibility to take independent advice as to the suitability of facilities for your particular circumstances.

## 19. What happens if you die?

19.1 If you die and your Account is not a joint Account, your personal representative may have to obtain a grant of representation in the Isle of Man and provide a certified copy to us. We will require sight of the proof of death document and grant of representation, or a certified copy of these documents. Any powers of attorney or third party mandates attached to the Account will cease to be valid on the death of an Account holder.

19.2 Once he or she has a Manx grant of representation your personal representative can:

- use the Account, or any successor Account, for as long as we may allow;
- close the Account, in which case the notice requirements (if any) set out in the Special Conditions will apply.

19.3 For the effect of the death of a joint Account holder, see clause 11.

## 20. Transfer of business

20.1 We may on giving you one month's prior notice in writing or electronic message, transfer the principal sum and interest in the Account to another bank including, but not limited to, a bank within the Banco Santander Group (the successor bank) offering similar deposit facilities and on substantially the same investment terms. For this purpose, you authorise us (a) to open an Account with a successor bank in your name, (b) to transfer your funds to the successor bank, and (c) to supply your Account records and personal details to the successor bank. We shall use reasonable endeavours to ensure that the successor bank pays and continues to pay interest on the amounts invested, without deduction of income tax or other relevant taxes or levies unless required by law or regulations. On the transfer becoming effective, your Account with Bradford & Bingley

International Limited shall be closed and our liability to you to repay the funds on deposit shall cease.

## 21. Changes to our Terms and Conditions

21.1 We may change our Terms and Conditions, but we will tell you that we have done so in accordance with clauses 21.2 and 21.5.

21.2 If we change our Terms and Conditions we will tell you about any changes by one or more of the following ways within 30 days following the change:

- Writing to you
- Sending you a message with your Account Statements
- Press advertisement
- Posting a message on our Website
- E-mailing you

21.3 We may change our Terms and Conditions at any time for any of the following reasons:

- To allow us to raise additional funds, invest in new technology, change methods of operation or improve services or facilities; or
- To enable us to harmonise our banking or charging arrangements; or
- To conform with or anticipate any changes in our Know Your Customer standards; or
- To take account of a change or anticipated change in law or regulation or recommendations by our regulator or any other suitable regulator, or in market conditions or banking practice; or
- To reflect the decision of a Court, ombudsman, regulator or similar body; or
- To reflect any change in our ownership; or
- To rectify any mistake that might be discovered in due course; or
- To make them clearer or more favourable to you.

21.4 We may also change our Terms and Conditions for any other valid reason including but not limited to error or omission or to make any clarification considered necessary.

21.5 Notwithstanding clause 21.2 if a change to our Terms and Conditions is to your disadvantage we will tell you about it by writing to you at the correspondence address you have given to us, or by email if this is the only correspondence contact detail you have provided, at least 30 days before the change. Under these circumstances, you can close your Account without giving us notice, at any time up to 60 days from the date of notification of the change. You will not have to pay any additional charges for doing so. If you do not close your Account within 60 days from the date of notification of the change you will be deemed to have accepted the changes.

**Bradford & Bingley International Limited (BBI) is a wholly owned subsidiary of Santander UK plc which is regulated by the Financial Services Authority in the UK. In turn, Santander UK is part of Banco Santander S.A. of Spain, one of the world's largest banking groups. BBI places funds with Santander UK, and thus its financial standing is linked to that of Santander UK and ultimately Santander. Depositors may wish to form their own view on the financial standing of BBI, Santander UK and the Santander group based on publicly available information, including report and accounts, obtainable via [www.bbi.co.im](http://www.bbi.co.im).**

**Bradford & Bingley International Limited. Registered Office: 30 Ridgeway Street, Douglas, Isle of Man IM1 1TA British Isles. Incorporated in the Isle of Man (No. 052221C). Telephone calls will be recorded for security, quality control and training purposes. Complaints we cannot settle can be referred to the Financial Services Ombudsman Scheme for the Isle of Man.**

**Licensed by the Isle of Man Financial Supervision Commission to take deposits.**

# Deposit application form

All sections of the form must be completed in order for us to open your account. An incomplete form or lack of supporting documentation will lead to a delay and may prevent us from opening your account. Please use BLOCK CAPITALS ticking boxes where appropriate. If an account is to be opened by more than two applicants, please contact Bradford & Bingley International for an additional depositors application form.

Please note: Do not send funds with this application form. We are unable to process funds until we have accepted your application.

## 1. Personal details of the account holder(s)

	1st Applicant	2nd Applicant
Existing customers please supply a/c no.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Title	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="text"/> Other (Please state)	<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Miss <input type="text"/> Other (Please state)
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
First name(s)	<input type="text"/>	<input type="text"/>
Surname(s)	<input type="text"/>	<input type="text"/>
Maiden name or any other name(s)	<input type="text"/>	<input type="text"/>
Date of birth	<input type="text"/> D <input type="text"/> D <input type="text"/> M <input type="text"/> M <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y	<input type="text"/> D <input type="text"/> D <input type="text"/> M <input type="text"/> M <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y
Place of birth	<input type="text"/>	<input type="text"/>
Nationality	<input type="text"/>	<input type="text"/>
Dual nationality (if applicable)	<input type="text"/>	<input type="text"/>
Passport number(s)	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Passport country(s) of issue	<input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/>
Full permanent residential address inc. postcode (N.B. a PO Box or c/o address is not acceptable as a residential address)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
How many years/months have you lived here?	<input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M	<input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M
Correspondence address (if different from residential address)	<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/>
Country of tax residence	<input type="text"/>	<input type="text"/>
Tax identification no.	<input type="text"/>	<input type="text"/>
Home phone number (including area code)	<input type="text"/>	<input type="text"/>
Home fax number (including area code)	<input type="text"/>	<input type="text"/>
Mobile phone number	<input type="text"/>	<input type="text"/>
Email address	<input type="text"/>	<input type="text"/>
What is your relationship with the other applicant(s)?	<input type="text"/>	<input type="text"/>

## 2. Current employment details

	1st Applicant	2nd Applicant
Please provide us with details of your current employment status	<input type="checkbox"/> Employed	<input type="checkbox"/> Unemployed
	<input type="checkbox"/> Self-employed	<input type="checkbox"/> Homemaker
	<input type="checkbox"/> Student	<input type="checkbox"/> Retired
	If you are employed or self-employed how long have you been with this employer/business?	If you are employed or self-employed how long have you been with this employer/business?
	<input type="text" value="Years"/>	<input type="text" value="Years"/>
Employer's name/ name of your business	<input type="text"/>	<input type="text"/>
Employer's/your business address inc. postcode	<input type="text"/>	<input type="text"/>
Position held	<input type="text"/>	<input type="text"/>
Nature of business	<input type="text"/>	<input type="text"/>
Work phone number (inc. area code)	<input type="text"/>	<input type="text"/>

## 3. Compulsory information

To enable us to meet our company policies and standards we need to be sure we know your current financial circumstances and therefore we must ask the following questions. Failure to answer may result in the refusal of your application.

	1st Applicant	2nd Applicant
A. Reason for opening the account, what will the account be used for?	<input type="text"/>	<input type="text"/>
B. How often will you use the account?	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly
	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Half yearly
		<input type="checkbox"/> Annually
C. Estimated sum of deposits (excluding initial deposit) expected each year	<input type="checkbox"/> Under 10,000	<input type="checkbox"/> 10,000 - 25,000
	<input type="checkbox"/> 25,000 - 50,000	<input type="checkbox"/> 50,000 - 100,000
		<input type="checkbox"/> 100,000 - 250,000
		<input type="checkbox"/> 250,000 or more
D. Estimated number of transactions over a year (excluding interest payments)	<input type="checkbox"/> 1-5	<input type="checkbox"/> 6 - 15
	<input type="checkbox"/> 16 - 25	<input type="checkbox"/> 26 or more

3. Compulsory information - continued...

E. **Income:** please indicate the approximate value of your **gross annual income**, deleting the currency as applicable. Evidence of your source of income will be required as per section 12C of this application form.

	1st Applicant		2nd Applicant	
Earned income	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Pensions	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Interest received on savings/investments	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Other (including trusts)	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>

F. **Assets:** if your assets are jointly owned, each applicant should quote their share of the value separately.

	1st Applicant		2nd Applicant	
Equity in house (value minus outstanding mortgage)	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Shares, units trusts & other investments	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Cash savings	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Other assets e.g. property/land (Please detail below)	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>	<input type="checkbox"/> None	<input type="text" value="£/€/US\$"/>
Description of other assets	<input type="text"/>		<input type="text"/>	
	<input type="text"/>		<input type="text"/>	
	<input type="text"/>		<input type="text"/>	

G. Choice of location - if you are not an Isle of Man resident, why have you chosen to operate an offshore account?

  


H. With the exception of your country of residence, do you expect to receive or make payments to/from the following destinations? (Please tick as applicable).

<input type="checkbox"/> Isle of Man	<input type="checkbox"/> Channel Islands	<input type="checkbox"/> UK	<input type="checkbox"/> EU countries	<input type="checkbox"/> North America
<input type="checkbox"/> Africa	<input type="checkbox"/> Middle East	<input type="checkbox"/> Far East	<input type="checkbox"/> Australasia	<input type="checkbox"/> Other countries

I. Source of wealth - please indicate the underlying source of your current wealth, e.g. if it is from earned income, which employer did you earn it from and what was the nature of the work? If it is from an inheritance, from whom did you inherit? If it is from a property or business sale, which property or business was sold? Evidence of your source of wealth will be required as per section 12D of this application form.

  


J. Please provide us with any additional information regarding possible future transactions as this may prevent the need to contact you for further information.

#### 4. Account details

I/We apply to open a (type of account(s))

Opening balance(s)  £/\$/€ (Please refer to our interest rate sheet or account literature for details of minimum opening amounts and interest options)

Interest options (please tick)  Annual  Monthly  Deferred

The account will be opened by  Cash\*  Cheque  Transfer from existing BBI account number:

Electronic transfer on  D  D  M  M  Y  Y  Y  Y From (bank)

\* Available for Isle of Man residents only to a maximum of £1,000.

#### 5. Interest payment instructions (for sterling accounts only) and final settlement instructions for money market fixed deposits

If the terms of your account permit and you wish to have your interest paid out automatically, please complete this section. Please note that interest must be paid out to either a bank with a UK sort code or another Bradford & Bingley International account. Money Market account holders should give details of the nominated account below for final settlement instructions. Instructions to repay funds to any other destination must be given in writing and signed in accordance with the declaration section of this form. Any instruction in writing must be received at least one working day prior to the payment date.

**If interest/final settlement is to be sent to a bank with a UK sort code, please complete the following details:**

Bank account holder name(s)

Bank account number  Sort Code

Full name and address of bank

**If interest/final settlement is to be sent to another Bradford & Bingley International account, please give the account number:**

BBI account number

#### 6. Important information - for applicants resident in an EU Member Country and therefore affected by the EU Savings Directive (EUSD)

IF YOU ARE AN INDIVIDUAL RESIDENT IN A MEMBER STATE OF THE EUROPEAN UNION, YOU MUST CHOOSE ONE OF THE TWO OPTIONS BELOW, OTHERWISE INTEREST PAYMENTS WILL BE SUBJECT TO RETENTION TAX. THE RATE OF RETENTION TAX IS 20% UNTIL 30 JUNE 2011. FROM 1 JULY 2011, ALL INTEREST WILL BE PAID GROSS, TOGETHER WITH AUTOMATIC EXCHANGE OF INFORMATION WITH THE RELEVANT TAX AUTHORITIES.

**Fixed Term Bonds:** Please note that any interest payments made on a Fixed Term Bond will be subject to automatic Exchange of Information, therefore you must authorise Bradford & Bingley International Limited to disclose your full details to the tax authorities by ticking the Exchange of Information box below:

Please tick to indicate your choice if appropriate.

- Election for Exchange of Information**  
I/We authorise the bank to disclose my/our personal and account details to the Isle of Man Government and I/we understand that these details will be passed on to the tax authorities in my/our EU country of residence.
- Resident but Non-Domiciled**  
I/We declare that I/we am/are resident but non-domiciled in \_\_\_\_\_ (specify which EU member state) and my/our interest payments are only subject to tax on remittance to my/our country of residence. I/We also confirm that should I/we make a taxable remittance I/we will inform the relevant tax authority. In the event that my/our circumstances change and I/we become no longer eligible to be excluded from the scope of the EUSD, I/we agree to inform Bradford & Bingley International immediately.

Customers who have chosen Option 2 or wish to declare that they consider that they are exempt from the EUSD should provide documentary evidence from the relevant tax authorities or their accountant, to support their declaration of exemption.

Joint account holders should note that we do not accept applications where the joint account holders wish to make different choices between options 1 and 2 above.



## 10. Sign here - all applicants

I/We (please delete as applicable) hereby declare that the aforementioned sum is being deposited with Bradford & Bingley International by me/us as sole/joint beneficial owner(s). Where the account is held in single name, the sole signature is required to operate the account. Where the account is held in two or more names, we agree that the combination of signatures required to operate the account shall be:

All of us signing together  Any one of us  As a discharge for withdrawals and for any other purpose in connection with this account.

Where I/we have signed up for the Telephone Banking Service, I/we authorise Bradford & Bingley International to accept my/our instructions via telephone. I/We agree to pay you for any loss or expense which you suffer because of my negligence. I/We agree not to disclose my Security Code to any other person. I/We accept that Bradford & Bingley International will not be liable for any machine, system, or communications failure, industrial dispute or any other circumstances beyond its control that causes delay in the execution of telephone instructions.

**I/We declare that the information given is true and correct and I/we authorise the Bank to obtain independent verification of any information provided. I/We confirm that I/we have received and read the terms and conditions applying to the account and agree to be bound by them.**

1st applicant  
signature

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

2nd applicant  
signature

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

**Please note:**

- All correspondence will be addressed to the first-named account holder only.
- In the event of death, where an account is held in joint names, the account is vested to the survivor(s).
- Where no preference is indicated to the Bank, we shall assume that any account holder may sign for withdrawals and for any other purpose in connection with this account.

## 11. Check list - for all applicants

Please use this checklist to make sure you are sending the correct documents required to open an account. An incomplete form or lack of supporting documentation may prevent us from opening your account.

- Fully** completed application form. Please ensure that **all** sections are completed to the best of your ability.
- Correctly certified proof of I.D. for **each** party. Please see the 'Documents you need to provide' guide in section 12A included overleaf for details of who is eligible to certify your documents.
- Original** or **certified copy** of permanent residential address (in English and no more than 3 months old). Please see the 'Documents you will need to provide' guide in section 12B for details of what is acceptable as proof of address.
- Original** or clearly legible **photocopy** for each of your source(s) of income (no more than 6 months old). This should relate to the source(s) of income you provided in section 3E. Please see the 'Documents you will need to provide' guide in section 12C for details of what is acceptable as source of income.
- Original** or clearly legible **photocopy** of your source of wealth. Please see the 'Documents you will need to provide' guide in section 12D for details of what is acceptable as proof of wealth. Source of wealth is distinct from source of funds and describes the origins of a customer's financial standing or total net worth i.e. those activities which have generated a customer's funds and property.
- For **deposits by cheque** (for sterling denominated accounts only), **make payable to** 'Bradford & Bingley International - a/c (account holder's name)' or alternatively in the name of the account holder. Cheques should not be made payable to any third party.
- If you are **resident in the EU** for tax purposes, please tick the Exchange of Information option if you wish to elect for exchange of information.
- Completed Section 7** (Telephone Withdrawal Service), although this is not mandatory it is highly recommended as it allows you to easily manage your account, whilst also adding improved security.

**Please retain our Terms and Conditions for your records.** If you need any help completing this application form please contact us on: +44 (0) 1624 695000, 9am to 5pm (Isle of Man time), Monday to Friday. Alternatively, you can email us at: enquiries@bbi.co.im



SECTION E - details of certifier - the following details must be provided by the certifier when certifying your identification documents.

Full name	<input type="text"/>		
Gender	<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="text"/> Profession
Title or position	<input type="text"/>		
Professional body & qualifications (where applicable)	<input type="text"/>		
Name & address of certifier's employer	<input type="text"/>		
Employer's telephone number	<input type="text"/>	Fax no.	<input type="text"/>
Email address	<input type="text"/>		
Website address	<input type="text"/>		

SECTION F - certifier's check-list

**The certified photocopy of the applicant's passport should include:**

1. Name of applicant
2. Clearly legible photograph of the applicant
3. Date and place of birth clearly shown
4. Passport must be valid (not out of date)
5. Passport holder's signature
6. Nationality of the passport holder.



**The certified wording used must state that:**

1. The document is a true copy of the original and
2. The photograph is a true likeness of the individual concerned.

**Examples of required certification wording showing certifier's signature and stamp**

01June 2010

I certify that this is a true copy of the original and that the photograph is a true likeness of the individual concerned.

Signed

*Elisabeth V. Perroni*

**ELISABETH V. PERRONI**  
**THE CITY BANK**  
**PERTH**  
**WESTERN AUSTRALIA**

ELISABETH V.PERRONI  
 Managing Director  
 The City Bank, 299 Central Boulevard, Perth,  
 Western Australia 6000  
 Tel 00 91 5 963901.

**The certified photocopy of the applicant's proof of residential address should include:**

1. Name and address of applicant
2. Date of the document, which should not be more than 3 months old.

**Please note:** where the proof of address is issued in a language other than English it must be supported by a full English translation, which should also be certified.