

me&my terms and conditions[†]

The Company's standard Terms and Conditions of Deposit apply. Your attention is drawn to condition 1 in which it states that any special terms and conditions relating to a product that are outlined in the product literature will take precedence over the standard terms and conditions.

Definitions and Interpretation

1. Terms and Conditions shall mean not only those set out below but also specific terms and conditions applicable to different account types as described or referred to in product literature. Where there is any discrepancy between specific terms and conditions and those set out below, the specific terms and conditions shall prevail.
2. In the Terms and Conditions, unless otherwise stated, the following expressions shall have the following meanings: "the Company"/"we"/"us" means Bradford & Bingley International Limited; "you"/"depositor"/"person" means the persons who have signed the application form as applicants; "agent" means an individual or legal entity authorised by the account holder(s) to act on their behalf and accepted as such by Bradford & Bingley International Limited; "British Isles" means UK, Isle of Man and Channel Islands; "working day" means any day Monday to Friday which is not a public holiday in the Isle of Man.
3. Singular includes plural and vice versa and, likewise, any reference to male includes female and vice versa.
4. The Company is a wholly owned subsidiary of Santander UK plc.

Opening and Operating An Account

5. A completed and signed application form whereby you agree to be bound by our Terms and Conditions, together with identification documents as specified by the Company, must be held by the Company before an account will be opened.
6. If as an existing customer you wish to transfer to a new account, we will open the new account for you based upon all known customer details as held on the existing account. You will have deemed to have accepted the Terms and Conditions of the new account upon your request to open the new account. The Company reserves the right to request a new completed and signed account application form and/or current identification documentation before opening a new account.
7. You must provide a specimen of your signature as and when requested.
8. You must give your full name (and any aliases), permanent address, place and date of birth, nationality and any other personal details we request when applying to open an account. You must also provide evidence of your identity and residence and complete all the relevant sections of the application form to our full satisfaction.
9. If you are not the beneficial owner of the funds deposited in the account, you must declare the name(s) of the beneficial owner(s) and provide us with such details as we may require in relation to identity of the beneficial owner(s).
10. If any other party, who is not an account holder, is to be authorised to be a signatory on the account, then identification documents relating to these signatories must be provided. We reserve the right to refuse to accept additional authorised signatures at our discretion.
11. The source of funds deposited, the purpose of holding the account and the underlying source of wealth must be declared by you. We reserve the right to require additional information to evidence your declarations before making the account fully active or permitting withdrawals.
12. We reserve the right to take up references, including but not exclusively, the voters roll and credit agencies, and make any further enquiries necessary to confirm the identity of applicants and account holders. Withdrawal restrictions will apply to your account until our enquiries are completed. The Company will retain the power to return a deposit to the originating source bank or depositor if anti-money laundering enquiries have not been successfully completed.
13. We may at our discretion and without giving any reason refuse to accept a deposit from any person.
14. If you should change your mind about opening an account with us, you may close the account within 14 days of the date on which the account was opened, without penalty, subject to cheque clearance. The return of capital and any interest earned will be sent to the source bank account from which your initial deposit originated. The start date of your account will be deemed to have been notified to you in accordance with term 19 of these Terms and Conditions. This facility is not available on accounts which are booked and subject to market fluctuations, such as fixed rate accounts/ bonds, individual bonds and money market accounts.
15. All transactions relating to your account must be carried

out through our principal place of business or at such other place as we may specify. Transactions may not be carried out at any Santander offices.

16. All notices relating to your account must be delivered to us at our principal place of business. You must notify us immediately of any change of name or address and produce such evidence of any change as we may require. You must provide us with a full mailing address at all times as it is not possible for us to hold correspondence for you.
17. Where a change of residency is notified the Company reserves the right to request evidence of the new address before changing its records and in addition reserves the right to close any applicable accounts held and open new accounts using the new residency details.
18. If you fail to provide us with any change of address, or other change in personal details with the appropriate supporting documentary evidence then this may result in the restriction of withdrawal facilities on your account until such time as the documentation is complete. Providing we have acted reasonably, we will not be responsible for any losses which may arise as a result.
19. Any letter, notice or other document sent to you by post to your last notified address will be deemed to have been duly served either 2 working days after posting, if your address is in the UK or Isle of Man, or 7 days after posting, if your address is elsewhere.
20. For your protection and to assist with staff training telephone calls are recorded.
21. We do not provide advice on the suitability of accounts 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 making use of the accounts offered by us. It is your responsibility to take independent advice as to the suitability of facilities for your particular circumstances.

Joint Accounts

22. Two or more persons (but no more than four) may jointly hold a deposit as joint tenants, but not as tenants in common. In the case of joint accounts:
 - we will treat all joint account holders as being entitled to receive all money in the account;
 - we will not recognise or be concerned with any division of ownership of the money between the account holders and/or other persons (unless specifically required to do so by Manx law);
 - any liability to us will be joint and several. This means that joint account holders are liable to us not only together but also as separate individuals for the full amount due to us;
 - in the event of death of a joint account holder, ownership of the funds will automatically pass to the surviving account holder(s), subject to satisfactory evidence of death being received by us.
23. You will be entitled to choose the order in which you are named in the records of the Company. 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 the Company.
24. 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 to us for any payment to him.
25. If we become aware that there is a disagreement relating to the account or ownership of funds in the account (including a dispute between account holders), or that the account is being used for illegal purposes, we may freeze the account. No withdrawals or any other instructions may be carried out on the account, nor will communication with you regarding any claim be made until we are satisfied that the account is not being used for illegal purposes or that the dispute has been settled. We are entitled to recover costs and make a reasonable charge for time and actions undertaken in relation to an account. We will not be liable for any losses arising as a result of an account being frozen.

If we have reasonable grounds for believing that there is a dispute in relation to any joint account we may, at our discretion, decide to accept instructions only where signed by all account holders until we are satisfied that the dispute has been settled.

Deposits and Withdrawals

26. Accounts will be maintained by the Company in the currency applicable to the account opened.
27. Funds may be received and sent by us in any freely convertible currency. Funds received which are not in the currency of the account will be converted and credited net

of any charges which may be made in the course of the transaction; we will not be responsible for or liable to refund any such charges made by our bankers or transmitting banks. Currency conversions will be performed without any further reference to the account holder(s). If you request an indication exchange rate, we will provide such an indication rate, which will be for indication purposes only. Exchange rates move constantly and you may obtain a higher or lower rate than indicated and we do not give any guarantee that the indication rate will be achieved on your currency exchange transaction. If you make a deposit in one currency into our bank account which is denominated in another currency then we will automatically convert the funds at the earliest suitable opportunity after receipt and we will not be held liable or responsible for any loss.

28. Where currency conversion is involved, the conversion will take place with reference to market rates. The Company will not accept limits for exchange instructions or guarantee the value date of a transfer. We do not give any guarantee as to a specific time at which any exchange conversion deal will be carried out and completed and the exchange rate applied will be our rate available at the time of the exchange transaction.
29. Non-sterling cheques, or those payable in sterling on a bank outside the British Isles, will be sent to our bankers on a collection basis. This procedure involves presenting the cheque to the institution in the country of origin, which may take several weeks. Funds will not be credited to your account or start earning interest, nor will withdrawals be permitted until the cheque has cleared and payment received.
30. Cheque deposits must be made payable to Bradford & Bingley International Limited and/or one or any combination of the named account holders. Cheques made payable to anyone who is not named on the account into which the cheque is to be paid are not acceptable.
31. Sterling cheques drawn on a bank in the United Kingdom, Channel Islands or Isle of Man will take seven working days to clear.
32. Cash deposits will normally be accepted from Isle of Man residents only and are limited to £1,000 cash per account or per depositor per day. The Company reserves the right to refuse cash deposits at its absolute discretion.
33. The Company reserves the right to refuse to accept and to return to the originating source, or delay the credit of funds received by electronic transfer, when the accompanying payment details do not meet regulatory and legislative requirements. The Company will not be held liable or responsible for any losses incurred.
34. Funds deposited by cheque drawn on a sterling-denominated bank account in the British Isles are unavailable for withdrawal until seven working days after the date of deposit. Funds deposited by cash or by electronic transfer are available for immediate withdrawal. Withdrawals are subject to satisfactory completion of our account opening procedures.
35. Any request to "transfer" funds will be interpreted as meaning by Electronic Funds Transfer unless your instructions clearly state otherwise. This may be by Bankers Automated Clearing System (BACS) or by Clearing House Automated Payment System (CHAPS) but not exclusive to.
36. Requests for Electronic Funds Transfers to participating European Banks are required to include the International Bank Account Number (IBAN) or if the payment is to a non-participating bank the bank sorting code, or routing number must be quoted. The Company may refuse to carry out a request for such transfers if the IBAN, sorting code or routing number is not provided and will not be held liable or responsible for any losses incurred.
37. The Company may carry out an instruction for an Electronic Funds Transfer without the provision of the bank details stated in Condition 36, if it has made payments to that bank previously for you.
38. When undertaking a withdrawal request, the Company reserves the right to disclose details relating to the account holder to the banks involved in the transmission and receipt of electronic payments in order to comply with regulatory and legislative requirements.
39. We will accept signed instructions from you by post and fax, or other means if specifically detailed in the product literature. By prior arrangement withdrawal instructions can be accepted by telephone for payments to pre-nominated bank accounts. All calls made to us are recorded and may be relied upon at some future date should a dispute arise.
40. At our discretion we reserve the right not to act on instructions if we are not satisfied as to their authenticity or if they do not meet our requirements. 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 our being unable to contact you to complete our

security checks or by our refusal to carry out an instruction due to doubts held as to its authenticity.

41. We cannot accept timed instructions for withdrawals. We will endeavour to action withdrawals within one working day of request. In certain circumstances this may not be possible in which case your request will usually be actioned as soon as possible on the next working day. This applies to all types of accounts including withdrawal requests made at the end of a notice period or a BACS when requested to make a cheque payment providing that the company is in possession of the payment details of the recipient bank account.
42. We reserve the right to make payments by BACS when requested to make a cheque payment providing that the company is in possession of the payment details of the recipient bank account.
43. Charges levied by us for our services are contained within our product literature and on our website. Any alteration to charges will be notified by post to you in accordance with term 81.
44. Withdrawals from the Business Call account may be made only by (a) sterling cheques payable to the name of the account holder, or (b) Electronic Funds Transfers or (c) BACS to a bank account in the same name as the account holder.
45. Withdrawals and transfers on US dollar and Euro denominated accounts (with the exception of Money Market accounts) are subject to seven days notice and are irrevocable once the notice period has commenced.
46. In respect of any funds being deposited or withdrawn the Company shall not be liable for any losses arising from delay in the transmission of the funds due to causes beyond its control. Neither shall the Company be liable for any additional charges beyond its control which may be levied by handling banks involved in the transmission of funds.
47. On the opening of an account we will send to you notification in writing, detailing the account number, interest rate applicable at the time of opening and the initial balance of your account.
48. Postal and Electronic Funds Transfer (BACS, CHAPS and SWIFT) transactions will be confirmed in writing.
49. A statement of account will be automatically sent, at least annually, to the first named account holder. The Company may, in addition, provide other records of transactions as it deems appropriate for particular types of deposit.

Notice Withdrawal Requests

50. 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 as at that time less any unexpired notices on the account

Money Market Account Deposits and Withdrawals

51. Sections 52 - 62 inclusive apply to all sterling, US dollar and Euro money market time deposits operated by the Company.
52. No alteration to a time deposit will be permitted between the agreed start date and the maturity date.
53. Deposit instructions are required by 12.00 noon on the day of deposit. For US dollar and Euro deposits, instructions are dealt with for spot value (i.e. all terms agreed two working days prior to the due deposit date), with instructions being required by 12.00 noon on the second working day before the deposit (value) date. For the purposes of non-sterling money market deposits, account is also taken of overseas public holidays when calculating spot value.
54. Deposits and repayments can only be made by electronic funds transfer. Only a single Electronic Funds Transfer instruction will be allowed on maturity.
55. Any interest rate quote provided on a Money Market account is indicative only, unless an agreement is reached immediately and a verbal deal confirmed. All verbal deals will be considered as binding contracts. Indication quotes may remain valid only for brief periods due to the fluctuating nature of London money market rates.
56. Instructions for maturing accounts will not be accepted after 12.00 noon for action on the same day. In the absence of instructions the Company reserves the right to reinvest the deposit for a further period of up to seven days or in line with previous practice on the account, fixed at market rates, pending receipt of investment instructions.
57. Instructions for new or additional deposits received after 12.00 noon will be processed for spot value on the next working day.
58. If funds are not delivered as and when due under an agreed deal, the counterparty will be responsible for interest compensation to the Company and an administration fee of £50; US\$/€75.
59. Repayment instructions can be accepted by telephone for payments to a pre-nominated bank account.
60. Payments to third parties will not be permitted unless instructions are received in writing and signed in accordance with the signatory mandate held.
61. The Company shall be entitled to act on any instruction (by whatever means transmitted and whether in writing or not), which purports to come from an authorised person, and on which it acts in good faith. No obligation will be held to confirm such instructions before they are executed.
62. The Non-Investment Products code will be used as a guideline for all money market/ wholesale dealings.

Stopping Cheques

63. Cheques will only be stopped if lost or stolen. The Company may require a request for stopping a cheque to be advised in writing. The Company reserves the right to refuse to accept a stopped cheque request.

Interest

64. Funds deposited in your account will start earning interest with effect from:
 - the day after deposit for cash deposits and deposits made by Electronic Funds Transfer*;
 - the fourth working day after deposit for sterling cheque deposits drawn on a bank within the British Isles;
 - the day after clearing, which can be several weeks after deposit, for deposits made by cheques not in sterling or not drawn on a British Isles bank account.*where electronic funds transfers are received after 12 noon, funds will be deposited to your account with value next day (with the exception of money market accounts). Interest will be payable up to and including the day of withdrawal.
65. Where the balance in your account falls below the minimum required for that account type we reserve the right to pay such rate of interest, including zero per cent, as we consider appropriate on such balance or return the deposit.
66. We will pay all interest without the deduction of tax. Customers who are resident of European Union (EU) member states are subject to the European Union Savings Tax Directive and under Isle of Man law and regulation, a retention tax will be applied to interest payments in respect of accounts held for EU resident customers. However, if the 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. Where the law or regulations allows an alternative, then we will do so if it is reasonable and practical for us to undertake the request. Where a person holds more than one account we reserve the right to apply the same instruction to all accounts.
67. The Company reserves the right not to refund any deductions of retention tax where this has been deducted in accordance with legislation and regulation and in good faith.
68. 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.
69. We reserve the right to treat each party on an account independently for the apportionment of interest. It is your responsibility to declare any interest earned to your relevant tax authority.
70. We shall be entitled to amend the variable interest rates of deposits from time to time without prior notice but the Company shall publicise any alterations detailing the new rates and the date on which the new rates become effective unless otherwise indicated in specific product literature. We shall ensure that any alteration to interest rates (if and so far as it is not notified by post to you) shall be publicised by an advertisement. Such advertisement will announce the alteration and the date on which it takes effect and shall appear in such newspaper or newspapers as we shall determine at the time.
71. We are entitled to change the interest rates as specified if we consider that it is reasonable to do so. Circumstances may include: reflecting market conditions; reflecting general industry practice; complying with changes in legislation or regulatory guidelines; competing within the market place. This list is not exhaustive and other reasonable circumstances may and would apply as deemed so by the Company.
72. We are entitled to change the interest rates as specified if we consider that it is reasonable to do so. Circumstances may include: reflecting market conditions; reflecting general industry practice; complying with changes in legislation or regulatory guidelines; competing within the market place. This list is not exhaustive and other reasonable circumstances may and would apply as deemed so by the Company.
73. We are entitled to change the interest rates as specified if we consider that it is reasonable to do so. Circumstances may include: reflecting market conditions; reflecting general industry practice; complying with changes in legislation or regulatory guidelines; competing within the market place. This list is not exhaustive and other reasonable circumstances may and would apply as deemed so by the Company.
74. The Company is entitled to treat the named account holder(s) as the absolute owner(s) of the account. The Company 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 shall not be liable for refusing or failing to recognise any such claim.
75. With our prior approval you may transfer your account to another person, with the exception of a Money Market deposit, which cannot be sold, transferred or assigned. Such a transfer shall be subject to our new account opening procedures and will not be valid unless made in a manner approved by us and until registered in our records. The Company may refuse to permit a transfer without giving any reason.
76. In the event of the death of a sole depositor it may be necessary to obtain probate in the Isle of Man before an account can be operated or closed. We will require sight of the proof of death document and grant of probate, 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. Probate is not required where an

account is held jointly as ownership of the funds is automatically passed to the surviving joint account holder(s) on proof of death. A fixed rate account must be held until maturity by a surviving account holder.

77. We may, without giving any reason, give you notice of our intention to repay part or all of your deposit. The deposit will then be repaid with interest at the rate applicable at that time to that type of account. Repayment shall be made to the sole holder, the representative joint holder or to a person already authorised to give a receipt for sums paid by the Company.
78. We are entitled to, and reserve the right, upon giving you not less than one month's notice in writing, to transfer your funds to a third party offering similar deposit facilities provided that the terms and conditions shall in all material respects remain the same. Upon transfer our liability to repay your funds to you will cease.

Service Charges

79. We reserve the right to levy the service charges referred to in the appropriate brochure issued by us and made available to you at the time of the opening of the account.
80. We may introduce further charges for the purpose of recovering any costs or expenses incurred by us as a result of any act, default or neglect of the depositor or where we have reason to carry out an investigation in relation to an account. Such charges may include a proper sum for the cost of time, facilities, accommodation and services of the Company's officers, 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.
81. We shall ensure that any alteration to charges (if and so far as it is not notified by post to you) shall be publicised by an advertisement. Such advertisement will announce the alteration and the date on which it takes effect and shall appear in such newspaper or newspapers as we shall determine at the time.
82. We are entitled to change the service charges as specified if we consider it is reasonable to do so. Circumstances may include: reflecting market conditions; reflecting general industry practice; complying with changes in legislation or regulatory guidelines; competing within the market place. This list is not exhaustive and other reasonable circumstances may and would apply as deemed so by the Company.
83. In the event of any 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 losses arising as a result of restrictions being placed on your account as a result of any such order, injunction or direction being made.
84. 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: industrial action, power cuts, failure of equipment or transmission links or any other causes beyond our reasonable control.

Personal Information

85. Any information about you that we hold will be kept confidential and secure. We will only disclose it to another party either with your express consent or for any of the following purposes which you agree to as part of opening an account with us:
 - to comply with our legal and regulatory obligations, which may change over time
 - to prevent, detect or investigate the commission of a criminal offence or a suspected criminal offence
 - to comply with a Manx court order
 - to our service providers where necessary.

Changes To Terms and Conditions

86. We reserve the right to vary Terms and Conditions including those Terms and Conditions relating to different account types and such changes (if and so far as they are not notified by post to you) shall be publicised by an advertisement. Such advertisement will announce the alteration and the date on which it takes effect and shall appear in such newspaper or newspapers as we shall determine at the time.
87. We are entitled to change the Terms and Conditions as specified if we consider that it is reasonable to do so. Circumstances may include: reflecting market conditions; reflecting general industry practice; complying with changes in legislation or regulatory guidelines; competing within the market place. This list is not exhaustive and other reasonable circumstances may and would apply as deemed so by the Company.

Manx Law

88. The contract between the Company and the account holder, incorporating the above Terms and Conditions and any specific Terms and Conditions relating to the relevant account type, shall be governed and construed in accordance with the laws of the Isle of Man. All parties to the contract agree to be bound by the non-exclusive jurisdiction of the Manx courts.

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