

# Term Deposit Terms and Conditions

## Section 1

Definitions.

## Section 2

Universal Term Deposit Terms and Conditions.

## Section 3

Product Specific Terms and Conditions.

Retail Term Deposits.

Private Term Deposits.

Business Term Deposits.

Charity Term Deposits.

## 1 Definitions

In these Conditions:

**"Account"** means any Retail Term Deposit Account, a Private Term Deposit Account, a Business Term Deposit Account or Charity Term Deposit Account maintained by the Account Holder(s) with us, unless specifically referred to by product name;

**"Account Holder"**, **"you"**, **"your"**, **"yours"** means the person(s) in whose name(s) the Account is maintained and (a) if there is more than one such person, includes any, each and all of you and (b) in the case of a partnership includes the firm and the individual partners of the firm (in their separate capacities as individuals and partners) and (c) in the case of a trust includes each individual trustee, and (d) in the case of an unincorporated association includes each individual member;

**"Agreement"** means the agreement between us and you relating to the Account. It comprises these Conditions, the Application Form and the Certificate. These Conditions may be altered from time to time – see Condition 2.7;

**"Application Form"** means your application form to open the Account;

**"Bank"**, **"we"**, **"us"**, **"our"** means Clydesdale Bank PLC (which trades as Virgin Money);

**"Business Day"** means any full day (excluding Saturdays, Sundays and bank holidays) on which banks generally are open in the City of London for the transaction of normal banking business. We may be able to process some payments on a non-Business Day. Please ask us if you would like further details;

**"Certificate"** means the confirmation issued to you, which confirms the details of your Deposit;

**"Cleared for Use"** means the point at which funds from a cheque or other order paid into the Account can be drawn on;

**"Commencement Date"** means the date on which the Fixed Term begins as specified on the Certificate;

**"Deposit"** means the funds which have been Cleared for Use (for the amount set out in the Application Form) and received by us from you to open the Account;

**"Fixed Term"** means the term for which the balance in your Account must remain with us, being the period from the Commencement Date and ending on the Maturity Date;

**"Maturity Amount"** means the balance in your Account including interest due to you on the Maturity Date;

**"Maturity Date"** means the date on which the Fixed Term ends as specified on the Certificate. If such a date is not a Business Day, then the Maturity Date will be the first Business Day thereafter;

**"Nominated Account"** means the bank or building society account in the same name as your Account and the details of which have been supplied by you in accordance with clause 2.1.4. Payments can only be made to an account in the UK;

**"Repayment Account"** means the account (if appropriate) detailed on your Application Form into which the monthly or annually (whichever is applicable) capitalised interest will be paid by us in accordance with Condition 3.1.7 and 3.2.7 (as applicable) and into which the Maturity Amount will be paid by us on the Maturity Date unless you advise us otherwise in accordance with Condition 2.1.4 or we do not receive your instructions as described in Condition 2.1.6;

**"Qualifying Customer"** means a customer who meets the criteria set down by us from time to time for qualification as a Premium or Private customer with us;

**"Your Store"** means the Store or Direct Banking centre at which your Account is held.

## 2 Universal Conditions

### 2.1 Operation of the Account

2.1.1 You must be aged at least 16 to be an Account Holder.

2.1.2 The Account will be opened by us when:

2.1.2.1 we receive the Deposit;

2.1.2.2 we have accepted your Application Form; and

2.1.2.3 we have received to our satisfaction, where appropriate, all of the following documentation and information from you, namely, any confirmation of your identity needed to comply with our internal procedures.

2.1.3 When your Account is opened by us, we will issue you with Terms and Conditions and a Certificate, which will confirm the details of your Deposit including the Commencement Date and Maturity Date. If you rollover your Deposit at the end of the Fixed Term, details of the new Term Deposit will be confirmed by letter.

2.1.4 We will contact you approximately 5 weeks before the Maturity Date to discuss options and your instructions for dealing with the Maturity Amount including your instructions on whether the Maturity Amount is to be paid into the Repayment Account (if appropriate) or a Nominated Account. Terms and Conditions will also be issued to you at this time which will be applicable should you choose to roll-over your Deposit

2.1.5 At the end of the Fixed Term of your Account, if you would like the Maturity Amount to be paid into a Nominated Account, we will pay the Maturity Amount into that account. We can either transfer the funds to your Nominated Account on the Maturity Date using our own systems where the Nominated Account is held with us or where the Nominated Account is held with another financial institution in the UK, by electronic transfer (where possible) by the next Business Day following the Maturity Date or we will send you a cheque within five Business Days of the Maturity Date.

2.1.6 Once we have contacted you in accordance with Condition 2.1.4, if we do not receive your instructions at least 5 Business Days before the Maturity Date, the Maturity Amount will be paid into another Term Deposit Account in your name for a term equal in length to the Fixed Term at the interest rate applicable to such term deposit on the Maturity Date.

2.1.7 If the Maturity Amount is rolled over into a new Account and you wish to cancel your new Account you may notify us within 14 days of the opening of that. The agreement between us will then be cancelled and we will return to you the capital balance together with accrued interest to the date of closure. If you wish to cancel your Account, please call into Your Store or contact Direct Banking. If you choose not to cancel your Account, your funds will remain invested for the whole Fixed Term.

2.1.8 The Repayment Account (if applicable) must be a current or savings account opened with the Bank and must remain open during the Fixed Term or until the Account is closed if earlier (in accordance with Condition 2.3) and until all monies from the Account have been repaid by us to you.

2.1.9 In the event of the death of a sole Account Holder we will accept instructions from the Account Holder's properly authorised personal representatives. In such circumstances the authorised personal representatives can make a withdrawal of the whole amount of the capital balance and any interest accrued in the Account at that time. No charge will be applied if this happens.

2.1.10 We may refuse without reason to open an account.

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- 2.1.11 We may close your account without notice where there is a justifiable financial or legal reason for example, fraud or bankruptcy.
- 2.1.12 We can close your account whenever we like as long as we write to you or email you to let you know two months before it closes. If we close your account, we'll try to send the money in your account to you together with any interest.
- 2.1.13 We may take up references or take other action in order to verify the identity of an Account Holder or an applicant for an Account. You must provide us with such information as we may require for these purposes.
- 2.1.14 If you change your name, address or telephone number you must immediately inform the Bank in writing. All correspondence will be sent to the last mailing address you gave the Bank.
- 2.1.15 You cannot add further Account Holders to the Account during the Fixed Term.

pass to the survivor(s) and we will accept instructions from the surviving Account Holder to make a withdrawal of the whole amount of the capital balance and any interest accrued in the Account at that time. No charge will be applied if this happens.

## 2.5 Credits To The Account

Once we have your Deposit, no further funds may be transferred by you into the Account.

## 2.6 Interest

- 2.6.1 Interest will be paid gross. Gross interest is the interest payable without taking account of any tax payable. If you earn interest over your Personal Savings Allowance you will be required to pay any tax due yourself directly to HM Revenue and Customs. If you would like to read more about your Personal Savings Allowance, please visit the Government website [www.gov.uk](http://www.gov.uk).
- 2.6.2 If you require a note of the interest credited to the Account, you should contact Your Store and request a statement of interest paid. You will not be charged for an original statement to be issued. Presently we do not charge for duplicate statements however if we change this, we will tell you the charge before issuing the statement. Otherwise, no advice or statement will be sent to you during the Fixed Term telling you the amount of interest credited to the Account, but we must and will report it to the HM Revenue and Customs.

## 2.7 Variations

- 2.7.1 We may at any time, for any valid reason set out in Condition 2.7.2 below:
  - 2.7.1.1 make any change to the Conditions of the Account:
    - (a) if a change is to your disadvantage, we will notify you by writing to you 30 days before it comes into effect and at any time during 60 days from the date of such notification, you may change to another suitable account or close your Account;
    - (b) we may make any other change immediately and notify you about it within 30 days by writing to you or by notices in our Stores;
  - 2.7.1.2 change our banking hours. We will give you at least 30 days notice by writing to you or by general notice in our Stores or in the press. If the variation is significant, in our reasonable opinion, we will notify you in writing; and
  - 2.7.1.3 close or move Your Store. We will notify you by writing to you 12 weeks before Your Store is closed or moved. If we close or move Your Store we will always also tell you how we will continue to provide services to you.
- 2.7.2 The changes referred to in Condition 2.7.1 will be proportionate and will be made for one or more of the following reasons:
  - 2.7.2.1 by agreement with you;
  - 2.7.2.2 to reflect the introduction or development of new systems, methods of operation, services or facilities;
  - 2.7.2.3 to reflect a change or an expected change in market conditions, general banking practice or the cost of providing our services to our customers;
  - 2.7.2.4 to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Conduct Authority and/or Prudential Regulation Authority or other regulatory body;
  - 2.7.2.5 to ensure that our business is run prudently and remains competitive;
  - 2.7.2.6 to take account of a ruling by a court, ombudsman, regulator or similar body;
  - 2.7.2.7 to make these Terms and Conditions fairer or clearer for you;
  - 2.7.2.8 to enable us to harmonise our banking, interest or charging arrangement; or
  - 2.7.2.9 to rectify any mistake that might be discovered in due course.
- 2.7.3 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Terms and Conditions and a summary of the changes.

## 2.2 Instructions and Responsibilities (not applicable to Retail or Private Term Deposits)

- 2.2.1 Instructions in relation to the Account may only be given to us by person(s) you have notified to us, from time to time, as having authority to operate the Account.
- 2.2.2 You acknowledge that if the Account Holder is a partnership, trust or an unincorporated association, unless the authority given by you to us states otherwise, any one partner, trustee or member of the unincorporated association acting alone can withdraw the entire balance on the Account. If you are a partnership, trust or unincorporated association and you decide that you do not want to continue to operate your Account with the ability for any one partner, trustee or member of the unincorporated association to act separately, you should contact us and we will impose the requirement that all partners, trustees or members must act together. To do this we will require all partners, trustees or members to give us instructions. If there is a dispute among your partners, trustees or members, and you wish to close your Account, we will require each partner, trustee or member of the unincorporated association to notify us before we will close the Account at the end of the Fixed Term. In all other circumstances, we can close your Account at the end of the Fixed Term on an instruction given in accordance with the current signing authority for the Account. We may restrict access to your Account if we believe a dispute has arisen and confirm this to you.
- 2.2.3 If the Account Holder is a partnership, trust or an unincorporated association, each partner, trustee and each member of the unincorporated association is jointly and severally liable for any sums owing to the Bank on the Account. This means that all of these persons are responsible together and each is also responsible individually to the Bank for all of these sums. Please see Condition 2.8 regarding the Bank's right to set off sums owing to the Bank against any balances you hold in joint accounts.
- 2.2.4 Information regarding what happens to the Account in circumstances like death or bankruptcy or if there are other changes in your arrangements is available from Your Store or from your Relationship Manager. Contact should be made with Your Store or your Relationship Manager if any of these events occur.

## 2.3 Withdrawals

Withdrawals or early closure of the Account is not permitted under any circumstances during the Fixed Term except in the event of the death of an Account Holder. In the event of the death of a sole Account Holder Condition 2.1.9 will apply. If the Account is a joint account, on the death of an Account Holder, Condition 2.4.4 will apply.

## 2.4 Joint Accounts (not applicable to Business or Charity Term Deposits)

- 2.4.1 If there is more than one party to the Account, all Account Holders are required to authorise transactions on the Account.
- 2.4.2 If there is more than one party to the Account the Certificate will be sent to the first one of you to be named in the Application Form at the address which that one of you gave us in the Application Form. All other correspondence will be sent to the last mailing address you gave us for the first one of you named on the Application Form.
- 2.4.3 If the Account is in the names of more than one person you are all jointly and severally liable with each other for any sums owing to the Bank on the Account. This means that each of you are liable together and each of you is liable individually for all of these sums.
- 2.4.4 On the death of an Account Holder, unless all Account Holders have previously instructed us otherwise, any credit balance will

## 2.8 Our Right of Set-Off

- 2.8.1 If you have failed to make a payment to us when it is due, on any account you hold with us (including a credit card, loan, mortgage or overdraft), we can take the amount due from any other accounts you hold with the Bank which are in credit and apply it to the debt. This is called the right of "set-off". We will only apply

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credit balances from accounts in your name (which are not held for the benefit of another person) to debts held with us in either your name jointly with another person or a personal or business account where the account is in your name. We will not apply credit balances from joint accounts to debts held with us which are in accounts held in one person's name.

- 2.8.2 If we have exercised our right to set-off we will promptly notify you of this.  
If you are in financial difficulty, you should contact us to discuss your options.

## 2.9 General

- 2.9.1 By agreeing to these Terms and Conditions you are confirming to us that the money in your Account is, and whilst in your Account will remain yours at all times. We may ask you to confirm in writing that the money in your Account belongs to you and will remain so. Assignment of the balance by way of security or otherwise is not allowed unless agreed by us.
- 2.9.2 We will not be liable if we are unable to perform our obligations under the Agreement due (directly or indirectly) to:
- (a) the failure of any machine, data processing system or transmission link provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
  - (b) our compliance with a requirement of any applicable law.
- 2.9.3 The Bank may at any time assign all or part of the Bank's rights under the Agreement (which includes our right to payment of any sums due to us by you). Your rights under the Agreement (or any part of it) and your legal rights will not be affected. You may not assign your rights under the Agreement unless agreed by us.
- 2.9.4 If we are asked to provide a bankers' reference or status enquiry (as appropriate) about your ability to undertake transactions and commitments we will give a reply in general terms to the inquirer provided we receive your express written consent.
- 2.9.5 There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.
- 2.9.6 These Terms and Conditions are governed by the law of the country in which Your Store is situated and subject to the non-exclusive jurisdiction of the courts of that country.
- 2.9.7 These Terms and Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.
- 2.9.8 Our failure to insist on our strict rights under the Agreement will not prevent us from enforcing these or any other rights.

## 2.10 Good Banking

We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact Your Store or Relationship Manager.

## 2.11 If you're not happy, we're not happy

We'd love to think we always get it right. But we're only human and sometimes we slip up. If we do, let us know and we'll try to fix it, without any charge to you for raising your complaint directly with us. You can ask us for more information about how we handle complaints through any of our channels.

You may not be satisfied with our complaint decision/resolution letter, or we may not have provided this in the timescales required by the Financial Conduct Authority. If so, you may be able to ask the Financial Ombudsman Service (FOS) to look at your complaint. You need to do this before six months from the date of our complaint decision/resolution letter. FOS is a free, independent organisation which can help to settle disputes between customers and financial services firms. More details can be found on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, if your complaint isn't eligible for the FOS, you may be able to have your complaint reviewed by the Business Banking Resolution Service (BBRS). For further information, including details on eligibility criteria, please visit their website, [thebbbs.org](http://thebbbs.org)

## 2.12 Financial Services Compensation Scheme

Details on the protection of eligible deposits and deposits excluded from the scheme can be found on the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

## 2.13 Telephone Calls and Security

We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We may also use CCTV in or around our premises for the prevention and detection of crime. Further information can be found in our Privacy Notice at [virginmoney.com/security](http://virginmoney.com/security)

## 2.14 Use of Personal Information

All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Privacy Notice at [virginmoney.com/security](http://virginmoney.com/security). Where we need your consent to use personal information we will highlight this in the application process and ask for your consent separately.

## 3 Product Specific Terms and Conditions

### 3.1 Retail Term Deposits

- 3.1.1 The Retail Term Deposit Account is available only to personal customers who meet the criteria set down by us from time to time.
- 3.1.2 The minimum Deposit required to open a Retail Term Deposit Account is £2,000.
- 3.1.3 The maximum Deposit which we will accept to open a Retail Term Deposit Account is £5,000,000.
- 3.1.4 Any Maturity Amount which is reinvested into a Term Deposit must not exceed £5,000,000.
- 3.1.5 We may refuse a Maturity instruction that involves trading in Cryptocurrency.
- 3.1.6 The rate of interest applicable on the Account will be advised to you on your Application Form and confirmed to you in the Certificate and will not vary during the Fixed Term. Details of how the interest accrues and is credited can be found in Condition 3.1.7.
- 3.1.7 Interest will accrue and be credited to the Account, depending on the type of Retail Term Deposit Account opened. The options are:

<b>Retail Term Deposit – Annually Capitalised Interest</b>	Interest will be credited to the Account on each anniversary of the Commencement Date and on the Maturity Date or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day before the anniversary of the Commencement Date on the full balance which has been Cleared for Use on the Account.
<b>Retail Term Deposit – Interest Capitalised &amp; Paid at Maturity</b>	Interest will be credited to the Account (unless you advise us differently) on the Maturity Date or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day before the Maturity Date on the full credit balance which has been Cleared for Use on the Account.
<b>Retail Term Deposit – Interest Capitalised &amp; Repaid Monthly (Repayment Account required)</b>	Interest will be credited to the Repayment Account on the last Business Day of each calendar month. Any remaining accrued interest will be credited to the Account on the Maturity Date (unless you advise us differently) or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day of the month on the full credit balance which has been Cleared for Use on the Account.
<b>Retail Term Deposit – Interest Capitalised &amp; Repaid Annually (Repayment Account required)</b>	Interest will be credited to the Repayment Account on the anniversary of the Commencement Date and on the Maturity Date or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last business Day before the anniversary of the Commencement Date on the full balance which has been Cleared for Use on the Account.

- 3.1.8 We'll write to you at least once a year with details about our range of savings accounts.

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### 3.2 Private Term Deposits

- 3.2.1 The Private Term Deposit Account is available only to Private customers who are already a Qualifying Customer with us (except where a further term deposit account is rolled over and opened under the terms of Condition 2.1.6).
- 3.2.2 The minimum Deposit required to open a Private Term Deposit Account is £10,000, or where the Fixed Term is 24 or 36 months, the minimum Deposit is £50,000. These details will have been made known to you on our website when you downloaded the Application Form.
- 3.2.3 The maximum Deposit which we will accept to open a Private Term Deposit Account is £5,000,000.
- 3.2.4 Any Maturity Amount which is reinvested into a Term Deposit must not exceed £5,000,000.
- 3.2.5 We may refuse a Maturity instruction that involves trading in Cryptocurrency.
- 3.2.6 The rate of interest applicable on the Account will be advised to you on our website, on your Application Form and confirmed to you in the Certificate and will not vary during the Fixed Term. Details of how the interest accrues and is credited can be found in Condition 3.2.7.
- 3.2.7 Interest will accrue and be credited to the Account, depending on the type of Private Term Deposit Account opened. The options are:

<b>Private Term Deposit – Interest Capitalised &amp; Paid Monthly (Repayment Account required)</b>	Interest will be credited to the Repayment Account on the last Business Day of each calendar month. Any remaining accrued interest will be credited to the Account on the Maturity Date or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day of the month on the full credit balance which has been Cleared for Use on the Account.
<b>Private Term Deposit – Interest Repaid at Maturity</b>	Interest will be credited to the Account on the Maturity Date or when the Account is closed, if earlier. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day before the Maturity Date on the full credit balance which has been Cleared for Use on the Account.

- 3.2.8 We'll write to you at least once a year with details about our range of savings accounts.

### 3.3 Business Term Deposits

- 3.3.1 The Business Term Deposit Account is available to businesses (including companies, partnerships, sole traders, clubs and societies). The Account is not available to Local Authorities, NHS Foundation Trusts and Investment companies. The type of Account opened will be clearly stated on your Certificate.
- 3.3.2 The minimum Deposit required to open a Business Term Deposit Account is £5,000.
- 3.3.3 The total Deposits held by a business across all of its Term Deposit Accounts must not exceed £25,000,000 (this doesn't include capitalised interest).
- 3.3.4 The Account Holder shall have the option, at any time prior to the Maturity Date to obtain from the Bank (subject to the Account

Holder being so empowered in terms of its constitution and the Bank's standard application process) an overdraft facility in the normal banking terms having a limit not exceeding the amount of principal of the deposit and a period expiring not later than the Maturity Date.

- 3.3.5 Any Maturity Amount which is reinvested into a Term Deposit must not exceed £25,000,000 when combined with any other Term Deposit Accounts held by that same business.
- 3.3.6 The rate of interest applicable on the Account will be advised to you on your Application Form and confirmed to you in the Certificate and will not vary during the Fixed Term. Details of how the interest accrues and is credited can be found in Condition 3.3.7.
- 3.3.7 Interest will accrue and be credited to the Account as follows:

<b>Business Term Deposit Accounts</b>	Interest will be applied to the Account on an annual basis and at the Maturity Date. Where the Maturity Date of the Account is 12 months or less, interest will be applied at the Maturity Date. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day before the Maturity Date on the full credit balance which has been Cleared for Use on the Account.
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### 3.4 Charity Term Deposits

- 3.4.1 The Charity Term Deposit Account is available to charities, who meet the reasonable requirements set down by us from time to time. The type of Account opened will be clearly stated on your Certificate.
- 3.4.2 The minimum Deposit required to open a Charity Term Deposit Account is £5,000.
- 3.4.3 The total Deposits held by a Charity across all of its Term Deposit Accounts must not exceed £25,000,000 (this doesn't include capitalised interest).
- 3.4.4 Any Maturity Amount which is reinvested into a Term Deposit Account must not exceed £25,000,000 when combined with any other Term Deposit Accounts held by that same Charity.
- 3.4.5 The rate of interest applicable on the Account will be advised to you on your Application Form and confirmed to you in the Certificate and will not vary during the Fixed Term. Details of how the interest accrues and is credited can be found in Condition 3.4.6.
- 3.4.6 Interest will accrue and be credited to the Account as follows:

<b>Charity Term Deposit Accounts</b>	Interest will be applied to the Account on an annual basis and at the Maturity Date. Where the Maturity Date of the account is 12 months or less, interest will be applied at the Maturity Date. Interest will be paid gross, on production of evidence that you are a registered charity at the time the Account is opened. Interest will start accruing on the Deposit from the Commencement Date and will be calculated on a daily basis, up to and including the last Business Day before the Maturity Date on the full credit balance which has been Cleared for Use on the Account.
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This document is available in large print, Braille and audio. Please speak to a member of staff for details.

[virginmoney.com](http://virginmoney.com)

#### Important information about compensation arrangements

Details on the protection of eligible deposits and deposits excluded from the scheme can be found on the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

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