

Deposit Account Mandate

Personal Details

First Applicant (BLOCK CAPITALS)

Title: Mr Mrs Ms Miss Other

First Name:

Surname:

Address: (Please note that all communications will be sent to the first applicant's address)

*If you require communications to be sent to any other address please specify:

Name:

Address:

Nationality:

Telephone No:

Day:

Evening:

Mobile:

Email Address:

*Occupation:

*Date of Birth: / /

*Mother's Maiden Name

*Memorable Date: / /

Resident / Non-Resident

If non-resident, there is a requirement to complete additional documentation.

Second Applicant (BLOCK CAPITALS)

Title: Mr Mrs Ms Miss Other

First Name:

Surname:

Address: (Please note that all communications will be sent to the first applicant's address)

*If you require communications to be sent to any other address please specify:

Name:

Address:

Nationality:

Telephone No:

Day:

Evening:

Mobile:

Email Address:

*Occupation:

*Date of Birth: / /

*Mother's Maiden Name

*Memorable Date: / /

Resident / Non-Resident

If non-resident, there is a requirement to complete additional documentation

Initial Lodgement to your Account (please note the Account opening minimum is €15,000.00)

Amount: €

Currency: Eur GBP USD Other

(a) By Cheque (cheques should be made payable to Bank of Scotland (Ireland) Limited or the Account Holder(s) and marked 'account payee only')

(b) By electronic transfer from another Bank Account

PLEASE NOTE:

- Bank of Scotland (Ireland) Limited will notify the Accountholder of its designated bank account for the purpose of an electronic transfer from another account
- No cash lodgements can be accepted;
- No post dated cheques can be accepted;

Term of Deposit Account 364 days 9 months 6 months 3months Other

(Maximum term is 364 days)

Withdrawal Instructions

On written instructions of:

any one Account Holder All account Holders Others (specify)

On telephonic instructions

PLEASE NOTE:

- While withdrawals can be made on the instructions of any one of the account holders, the withdrawal cheque (with the exception of cheques drawn in favour of third parties) will be issued to all account holders or lodged to the **Nominated Bank Account** set out below.
- Withdrawal cheques may be drawn in favour of third parties on written/faxed instructions signed in accordance with the Withdrawal Instructions of this Deposit Account Mandate
- **Withdrawals on foot of telephonic instructions in favour of third parties are not permitted.**

If you require the withdrawal amount to be lodged to a Nominated Bank Account, please complete your **Nominated Bank Account** details below;

Bank Name:

Account No: Bank Sort Code: / /

Account Name:

Address:

Interest Instructions

Interest is automatically added to principal on maturity. The following options may also be available. Please tick preference

Pay interest by cheque Transfer interest to the Nominated Bank Account (details as set out above)

Data Protection Notice

Bank of Scotland (Ireland) Limited ("the Bank") is registered under the Data Protection Acts 1988 and 2003 (the "Acts") and your personal data will be processed in accordance with the Bank's obligations in the Acts. The information you provide to the Bank will be processed by the Bank or other members of the HBOS Group for the purposes set out in conditions 16 of the Terms and Conditions, which have been provided by the Bank with this Deposit Account Mandate.

Your information may also be used by the Bank or other members of the HBOS Group to advise you of other products or services which may be of interest to you.

If you do not wish to receive such information, please tick here.

If you wish to be contacted by e-mail or text message with such information, please tick here.

Distance Selling Information

This section applies only to agreements concluded over the Internet, by e-mail, by telephone, by post or other non face to face means.

About us

We are Bank of Scotland (Ireland) Limited. Our main business is the provision of financial services. Our registered office is at Bank of Scotland House, 124-127 St Stephen's Green, Dublin 2. We are a private limited company registered at the Companies Registration Office, Dublin and our registered number is 8545. Our VAT number is 8F 5346C. We are regulated by the Financial Regulator. All queries to the Financial Regulator should be addressed to the Financial Regulator at PO Box, College Green, Dublin 2.

Description of this financial service

The financial service being provided to you, the customer, is a Fixed Rate, Fixed Term Deposit Account. We will pay you interest on the daily cleared balance in your account. The interest rate of this product is fixed and interest will be paid at the end of the Fixed Rate Term. You will be advised of the interest rate applying to your account on the date you open the account. Withdrawals on this product are permitted at any time but the withdrawals will affect the amount of interest you will receive. These and other terms and conditions of this product have been provided to you with this Deposit Account Mandate.

Tax on Interest Earned

We will deduct Deposit Interest Retention Tax (DIRT) at the standard rate (currently 20% but it may be varied) if you are liable for it, from all interest earned, and we will pay this directly to the Revenue Commissioners.

Your right to cancel

You may cancel this mandate and close the account without penalty. If you wish to cancel this mandate or close this account you should write to or deliver a letter to Bank of Scotland (Ireland) Limited, Treasury Department, Bank of Scotland House, 124/127 St. Stephen's Green, Dublin 2. If you close the account, we will pay you interest on the money you have deposited up to the date you withdraw it. If you do not close the account, we will assume that you agree to continue to be bound by the terms and conditions of this Mandate.

Complaints

If you have a complaint regarding the service you are receiving or about the product, you should write to us at Bank of Scotland (Ireland) Limited, Treasury Department, Bank of Scotland House, 124/127 St. Stephen's Green, Dublin 2, setting out details of the complaint or telephone us at 01-2674266. We aim to provide friendly and efficient services to our customers and it is our policy to ensure that all of your concerns are dealt with fairly and promptly. If you are dissatisfied with the outcome of our efforts to resolve your complaint, you may refer your complaint to the Financial Services Ombudsman at Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Their telephone number is 01 6620899 or LO-Call 1890 88 20 90, the fax number is 01 6620890 and the e-mail address is enquiries@financialserviceombudsman.ie

We want to open your Account as quickly as possible. You can help by following the check list set out below:

- Complete and sign this Deposit Account Mandate
- Read the Terms & Conditions
- Please print your name and address clearly on the back of any initial cheque deposit you send to us and ensure it is made payable to Bank of Scotland (Ireland) Limited for Account of (insert account holders name) and crossed "Account Payee Only".
DO NOT SEND CASH
- To comply with the provisions of the Finance Act 2004, we require your PPS number. Please furnish a copy document **issued by the Revenue commissioners or the Minister for Social and Family Affairs** which contains your name address and PPS number. Please note P60 and P45 are not acceptable as they are not issued by the Revenue.
- Documentary evidence of identity and address. See next page.

Declaration

(If you are applying jointly, you and the other account holders must both read and sign this declaration).

- I/We declare that the information I/We have given on this form is true and accurate and I/We will inform Bank of Scotland (Ireland) Limited without delay of any changes in my/our circumstances affecting any information on this form.
- The deposits made into this account are deposited by me/us as sole/joint beneficial owner(s). (Delete as appropriate).
- I/We have read, understand and agree to be bound by the terms and conditions of any account opened for me/us.
- I/We understand that you may, for my/our security, tape telephone conversations for the purpose of recording transactions that I/We wish to complete.
- I/We declare that I/We am/are permanent residents of the Republic of Ireland, subject to Irish tax legislation and will inform Bank of Scotland (Ireland) Limited if we cease to be so resident. Or I/WE declare that we are not permanent residents of the Republic of Ireland (delete as appropriate).

Signatures

1st Applicant's Signature

Date

2nd Applicant's Signature

Date

Evidence of Identity

In common with other banks and building societies, we are required by law to verify both your identity and your permanent address. We take suitable steps to check the identity of all our Customers. We may telephone you to confirm Applicant details. **If suitable proof of identity and address is not provided we will not be able to open the account** and funds may be returned to you. If you are calling to the Bank in person to open the account, please follow Option 1 below. If you wish to complete this application by post, please follow either Option 2 or Option 3 below:

OPTION 1

If applying in person in the Bank: Bring **one** form of personal identification from List A and one form of address verification from List B.

OPTION 2

If applying by Post: Send us copies of **two** forms of personal identification from List A and originals of two forms of address verification from List B.

OPTION 3

If applying by Post: Send us **certified** copies of **one** form of personal identification from List A and originals of two forms of address verification from List B. Persons who can certify documentation are listed below.

List A

- Current passport
- Current driving licence
- An original identity form verified by an Garda Síochána (known as an ML 10 Form and completed at your local Garda Station)

List B (*Most Recent Original Required*)

- Utility Bill – Telephone/Gas/ESB
- Bank/Credit Card Statement
- Mobile Phone Bill
- Motor/Household Insurance Statement
- Tax-free Allowance Certificate

Persons who can certify documentation include:

- Notaries Public/Practising Solicitors
- Chartered and Certified Public Accountants
- Bank Manager
- Gardaí Síochána/Police Officers
- Embassy/Consular Staff

1. Definitions

In these terms and conditions:

"Account" means	The Deposit Account opened by the Bank for the Accountholder;
"Accountholder" or "Account Holders" means	The person or persons in whose name or names the Account is opened and any reference to Accountholder shall include all of the persons in whose names the Account is opened unless the context otherwise requires;
"Bank" means	Bank of Scotland (Ireland) Limited, its successors and assigns;
"Deposit Account Mandate" means	the form entitled Deposit Account Mandate, which is to be completed by the Accountholder and which forms part of these terms and conditions
"DIRT" means:	Deposit Interest Retention Tax;
"Fixed Term Deposit" means	An Account the term of which is fixed for an agreed period;
"Fixed Rate Term" means	The agreed period for which the Account is opened
"FSA" means	The Financial Services Regulator.
"IBAN" means	International Bank Account Number
"Nominated Bank Account" means	The Account designated Nominated Bank Account in the Deposit Account Mandate by the Accountholder/s to which payments may be made by the Bank;
"Notice Address" means	In relation to the Account, the address of the Accountholder or if there is more than one Accountholder on the Account the address of the first named Accountholder on the Account or the specified address to which communications are to be sent;
"Sort Code" means	The branch account number attributable bank account
"Resident Account" means	Accounts held by residents of the Republic of Ireland and which are subject to payment of DIRT or such other statutory conditions or bank regulations as apply from time to time
"Terms and Conditions" means	These terms and conditions and all additional terms and conditions as provided in condition 2 (d) hereof and as amended by the Bank from time to time in addition to, or in substitution for or otherwise;
"Term" means	The Term of the Deposit Account as chosen by the Accountholder in the Deposit Account Mandate

2. Interpretation

- These terms and conditions apply to the operation of the Account offered by the Bank and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between the Bank and its Accountholders for the Account;
- These terms and conditions shall unless otherwise agreed to the contrary be construed in conjunction with, and subject to relevant banking law practice;
- Unless otherwise agreed to the contrary, the authorisations, assurances, instructions and confirmations to the Bank from the Accountholder in the application form for the account shall be deemed to be incorporated in and form part of the agreement for the Account;
- Additional terms and conditions may apply in relation to the specific requirements and/or services on the Account where such services are approved for the Account by the Bank.

3. Joint Account

- Where an Account is held by two or more persons, the Account shall only be operated in accordance with the written instructions received from the Accountholders from time to time. The Bank shall not be concerned about the division of ownership of the monies lodged to the Account between individuals;

- Where the Account is a joint account and all parties to the Account authorise any number of them to operate the Account, all acts done under that authority in relation to the Account or any of the services provided now or in the future in connection with the Account and all debits rising on foot of same shall bind all parties jointly and severally;
- Where any one Accountholder notifies the Bank that any authority given by all Accountholders is revoked, or in any case where the Bank has notice of a dispute between the parties to the Account the Bank may cease to permit withdrawals from the Account and subject to the Bank's discretion dealing may not be permitted on the Account until the Bank receives a new written mandate from all Accountholder(s);
- On the death of any joint Accountholder, the balance of the Account plus accrued interest may on production of the appropriate Revenue and testamentary documentation be withdrawn in total or retained in the name of the surviving Accountholder(s).

4. Non-Residents Accounts

Accounts held by non-residents must be operated in accordance with statutory conditions and bank regulations. An additional form must be completed where a non-resident account is required. The Accountholder will from time to time be required to verify its residency status. In the absence of satisfactory verification, the account will be designated as a Resident Account .

5. Account Opening

- A Deposit Account Mandate must be completed and forwarded to the Bank together with the documentation set out in the Deposit Account Mandate before an Account may be opened for a person.
- The minimum opening deposit is €15,000 or its equivalent and a minimum balance of this amount must be maintained;
- The Bank reserves the right to refuse to open an Account and to return the opening lodgement amounts.

6. Account Closure

The Bank reserves the right to close an Account on giving the Accountholder thirty days notice where the minimum balance is not maintained or where in the Bank's opinion it is reasonable to do so.

7. Lodgements

- Lodgements can be made to the Account by cheque or electronic transfer. Cheques are accepted subject to examination and negotiation and are transmitted for collection at the Accountholders risk. Items credited to the Account may not be drawn against until cleared (that is cheques representing lodgements have been honoured). The normal clearing period for Irish Euro cheques is five/seven clearing business days from the date of the lodgement. The clearing period for other Euro or Non Euro cheques depends on the clearing time of the relevant jurisdiction.
- No post-dated cheques will be accepted, however, there will be no liability to the Bank for any costs incurred if any post-dated cheque is processed by the Bank.

8. Withdrawal Instructions

- The Bank is authorised to process withdrawals from the Account in accordance with the terms of the Deposit Account Mandate held. Any amendment to the instructions must be in writing.
- No withdrawal instruction should be given unless at the time it is given there are sufficient cleared funds available in the Account to meet such an instruction. Where withdrawal is made from the Account, interest will not be paid on the amount of such withdrawal in respect of the day of the withdrawal.
- Withdrawals can be made by cheque or electronic transfers.
 - For electronic transfers, funds will be sent via the electronic transfer system provided the Nominated Bank Account is an account suitable for the receipt of electronic payments, is in the beneficiary's name and full details of the Sort Code and IBAN Numbers have been given.
- Withdrawals cannot be made in favour of third parties unless properly signed written instructions have been received before payment..
- The Bank on receipt of written/faxed instructions shall issue a confirmation of the payments instruction in writing to the Accountholder(s) at the Notice Address.

9. Liability

The Bank will not be responsible for any loss or expense the Accountholder may suffer if the Bank cannot carry out any withdrawal, payment into the Account or other transactions on the Account, or if the Bank cannot provide any services or facilities because of strike, power cuts, equipment not working or other causes beyond the reasonable control of the Bank. The Accountholder is responsible for ensuring all payment instructions are complete and accurate and the Bank accepts no responsibility for any payments instructions given.

10. Telephone Access

- a) For security reasons all telephone calls are monitored and recorded.
- b) Should the Deposit Account Mandate authorise the Bank to act on telephonic payment instructions, all payments so made shall be at the sole risk of the Accountholder;
- c) The Bank on receipt of telephonic instructions shall issue a confirmation of the payments instruction in writing to the Accountholder(s) at the Notice Address;
- d) The Bank may without being obliged to do so, record any instructions and in the event of any dispute arising in relation to any instructions or alleged instructions the records so kept by the Bank shall be conclusive in determining such dispute.

11. Interest

- a) The Bank shall pay interest on the Account at the Bank's prevailing fixed rate for the Term as at the Account opening date;
- b) The interest rate on an Account will not be altered during the Term of the Account;
- c) Interest is calculated on a daily basis on the cleared balance;
- d) Interest will be credited to the account less DIRT on the expiry of the Term.
- e) Should the Accountholder require interest to be paid by cheque, it will be posted directly to the Accountholder in accordance with the written instructions;
- f) If the Accountholder requires interest to be paid by electronic transfer it will be transferred in accordance with the Accountholder's instructions;
- g) In all other cases, interest will be credited to the Account
- h) Accounts held by Accountholders, with certain exceptions, are liable for deposit interest retention tax ("DIRT"):
 - i. DIRT is deducted, where applicable, from interest credited to Account. This is deducted when interest is paid and it is then forwarded by the Bank to the Revenue Commissioners;
 - ii. A Certificate of Interest Credited can be obtained from the Bank. Accountholders eligible to reclaim DIRT should remit this certificate with the relevant form to their local tax office.

12. Maturity

On expiry of the Term, should no instructions be received as to the closure of the Account, the Account shall (in the best interests of the Account Holder), be reinstated for another Term, at the fixed rate of interest then prevailing for the Term on the date of re-instatement.

13. Change of Address

- a) The Accountholder must notify the Bank of any address changes. This notification must be in writing;
- b) The Accountholder shall advise in writing of any change in the name of the Accountholders and the Bank may request that a new application form is completed in such circumstances. The Bank will not amend its records until it receives documentary evidence of any change of name.

15. Death

- a) The Bank must be informed on the death of an Accountholder and the necessary documentation must be produced before payment can be made in accordance with any prevailing statutory obligation and Bank's obligations;
- b) The Bank shall not be deemed to be on notice of the death of the Accountholder (including any joint Accountholder where the account is held in joint names), unless and until the Bank has received written notice from the Accountholder's personal representative, administrator or executor and on receipt of such notices the Bank shall not be obliged to accept instructions in relation to the Account until the Bank is satisfied with the authority of the person acting or permitted to act on behalf of the Accountholder.

16. Accountholder Information

- a) The Criminal Justice Act, 1994, requires the Bank to satisfy itself as to the identity of the Accountholder before opening the Account or permitting transactions on the Account;
- b) The Bank will retain the information provided by the Accountholder (whether in the application for the Account or otherwise) and any information relating to the conduct of the Account for the purposes of processing the application for the Account, managing and administering the account and group reporting and analysis. Agents, sub-contractors or other companies in the HBOS Group may process this information on the Bank's behalf;
- c) Information concerning the Accountholder will not be disclosed except where required by law or with the express or implied consent of the Accountholder or where the interest of the Bank requires disclosure or in accordance with the remaining provisions of this clause;
- d) The Bank may provide any information concerning the Accountholder to:
 - i. Any (or to any proposed) Assignee, Transferee, Mortgagee, Chargee, Novatee, Guarantee or other Disposee or Successors and the respective Officers, Employees, Agents and Advisors;
 - ii. Any other member of the HBOS Group for group reporting and analysis;
 - iii. Any person with whom the Bank has entered or proposed to enter into contractual relationship in relation to an Account or who provides or proposes to provide services to the Bank in connection with an Account and their respective officers, employees, agents and advisors for if there is more than one Accountholder on an account the other Accountholders and their respective advisors;
- e) The Bank shall be under no obligation to comply with any directions in relation to the Account, including without prejudice to the generality of the foregoing withdrawals or transfers without such forms of identification as the Bank may deem necessary.

17 Amendment of Terms and Conditions

The Bank may vary the terms and conditions and the interest and charges applicable to an Account including the interest rate structure from time to time. The Accountholder will be informed of such variations either directly or by means of notices publicly displayed in all branches of the Bank or published in any National Newspaper circulating in the State or as published on the Bank's internet site. Any such variation shall be effective ten days after notice of such variation has been given as above save in respect of a rate change which shall come into effect upon the date specified in any publication of such charge. The Accountholder shall be bound by any such variations. In addition, the Bank will give thirty days notice of any changes and or variations to these terms and conditions (other than to the standard fees and charges) which may be to the Accountholder's disadvantage.

18 Severability

If at any time any of these terms and conditions is or become invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.

19 Waiver

No time or indulgence which the Bank may extend to the Accountholder nor any waiver by the Bank of any term or condition of these terms and conditions shall effect the Bank's rights and powers hereunder.

20. Notices

All correspondence, notices and account statements if applicable will be sent to the Notice Address and in the case of a joint account if so sent shall be deemed to have been sent to all the Accountholders. Account Statements will be sent to the Notice Address annually, in arrears or on such other intervals as to be agreed.

21. Interpretation and Governing Law

The terms and conditions shall be governed by and interpreted in accordance with the laws of Ireland.