

MARKS & SPENCER FIXED RATE SAVINGS

Issue 28 terms and conditions

Your agreement with us consists of these Marks & Spencer Fixed Rate Savings Terms and Conditions ("Fixed Rate Savings Terms") and any Additional Conditions (the Fixed Rate Savings Terms and the Additional Conditions are together the "Terms") that apply to any Fixed Rate Bond/service that you have and which are described in the Terms.

Additional Conditions include the following, as applicable to your Fixed Rate Bond/service:

- (1) all interest rates that apply to your Fixed Rate Bond which are set out in the summary box which you will be given when you apply for the Fixed Rate Bond with us. You can also find details of interest rates by telephoning us or looking on our website; and
- (2) any other terms that we provide to you.

If any Additional Conditions contradict the Fixed Rate Savings Terms, then the Additional Conditions will apply.

The Fixed Rate Saving Terms are also a framework contract (clauses 1-23 of the Fixed Rate Savings Terms form this framework contract) for payment services on your account.

No third party will have any rights under the Terms.

Please read the Terms carefully and keep them in a safe place. You can ask for a copy of the Terms at any time.

Where we ask you to telephone us, please ring 0808 001 1111 or +44 1244 688632 if calling from abroad. Lines are open for these numbers from 8am-8pm Monday to Friday and 9am-5pm Saturday and bank holidays (closed on Sunday, Christmas Day, Boxing Day and New Year's Day). Please note that opening hours may be restricted over the Christmas period, please contact us for details. When we ask you to write to us, our address is Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT.

1. DEFINITIONS

"Authorities" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

"Compliance Obligations" means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers;

"Connected Person" means any natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, Recipient of a payment, anyone who has opened or operates an account on your behalf, anyone entitled to the money in an account or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

"Customer Information" means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;

"Financial Crime" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters;

"Financial Crime Risk Management Activity" means any action by us or any member of the HSBC Group to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended Recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status;

"Fixed Rate Bond(s)" means deposit(s) paying a fixed rate of interest for a specified period of time;

"HSBC Group" and "any member of the HSBC Group" means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities, and any of their branches or offices;

"Laws" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group;

"Maturity Date" means for each deposit you make into a Fixed Rate Bond, depending on the period you have selected, the same day one year, two years or three years hence from the Start Date, unless that day is a non Working Day, in which case it will be the next Working Day;

"Nominated Account" means a personal bank or building society account which you nominate to receive withdrawals from your account which has been verified through our verification process described here. You can only nominate another

bank account which you hold solely or jointly with another person. To verify your account, we require one of the following with your application form:

- specimen cheque (clearly marked 'specimen purposes only')
- pre-printed paying-in slip
- original or certified copy of a bank statement
- original or certified copy of a passbook.

Whilst we are awaiting your bank/building society account verification we will be unable to send payments out directly to your bank/building society;

"Personal Data" means any information relating to an individual from which they can be identified;

"Recipient" means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account you have or if you are withdrawing cash);

"Services" means (a) the opening, maintaining and closing of your accounts with us, (b) providing you with credit facilities and other banking products and Services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing Services or products to you, market research, insurance, audit and administrative purposes;

"Start Date" means for each deposit you make into a Fixed Rate Bond the day that we receive your application and payment;

"Tax Authority" means UK or foreign tax, revenue or monetary authorities (for example, HMRC);

"Tax Information" means documentation or information about your tax status;

"TS" means our Telephone Service;

"Working Day(s)" means Monday to Friday, except public holidays.

2. FIXED RATE SAVINGS OPTIONS

2.1. You can deposit money in Fixed Rate Bonds over the following periods:

- 2.1.1. one year
- 2.1.2. two years, or
- 2.1.3. three years.

A different rate of interest will apply in respect of Fixed Rate Bonds of each period, see clause 23 below.

2.2. The Fixed Rate Bonds outlined in 2.1 above are subject to availability and we reserve the right to:

- 2.2.1. withdraw them at any time and decline any applications, and
- 2.2.2. launch subsequent issues at different rates of interest.

3. ELIGIBILITY

3.1. All applicants must be:

- 3.1.1. an individual,
- 3.1.2. aged 16 years or over, and
- 3.1.3. a UK resident.

3.2. All Fixed Rate Bonds must be held in a single name. Fixed Rate Bonds held in joint names are not permitted.

4. DEPOSITS

4.1. You can make a lump sum deposit by cheque or debit card (see below for details of payments which can be made into and from your account).

4.2. Direct Debit payments cannot be made into the Fixed Rate Bonds.

4.3. You can deposit money in to a maximum of one Fixed Rate Bond of each period outlined in 2.1 above, at any one time, subject to the maximum deposit given in clause 6.1 below. You can only make deposits into your Fixed Rate Bond on the Start Date. If you want to make a further deposit, you can open a new Fixed Rate Bond which will have a different Start and Maturity Date to your original Fixed Rate Bond.

5. MINIMUM DEPOSIT

5.1. The minimum deposit is £500 into any one Fixed Rate Bond of one of the periods outlined in clause 2.1 above.

6. MAXIMUM DEPOSIT

6.1. The maximum deposit is £1,000,000 into any one Fixed Rate Bond of one of the periods outlined in clause 2.1 above.

7. CERTIFICATE OF DEPOSIT

7.1. You will receive a certificate for each deposit made giving the following information:

- 7.1.1. the amount deposited,
- 7.1.2. the Start Date,
- 7.1.3. the Maturity Date, and
- 7.1.4. the fixed rate of interest that will apply.

8. DIFFERENT TYPES OF PAYMENT OUT OF AND INTO YOUR ACCOUNT

- 8.1. Faster bill payments – these are sterling bill payments processed using the faster payments service from your Fixed Rate Bond directly to your Nominated Account. These payments are available only if the bank or building society that provides your Nominated Account is able to accept payments in this way (for future dated payments we are unable to guarantee that, when the payment is sent, the bank or building society that provides the Nominated Account will still be able to accept faster bill payments). If the bank or building society that provides your Nominated Account does not accept faster bill payments then we may automatically send your payment by Electronic Fund Transfer instead if this is appropriate. Faster bill payments from your Fixed Rate Bond can only be made to one Nominated Account. Faster bill payments cannot be made to an account held by a third party, except to personal representatives following the closure of a deceased estate or to an authorised agent with permissions to hold client money. Faster bill payments cannot be made into your Fixed Rate Bond(s).
- 8.2. Electronic Fund Transfers – payments in sterling in the UK made through the clearing house automated payment system (CHAPS). These are available from your account in exceptional circumstances and only where the Recipient account is held in your name or you hold it jointly with another person.
- 8.3. Debit card payments – you can deposit money into your Fixed Rate Bond(s) using any UK bank or building society debit card with the Maestro, Visa Debit or Debit MasterCard symbol. Payment must be from a debit card in your name from an account in respect of which you are account holder or which you hold jointly with another person.
- 8.4. Cheques drawn on a personal account can be paid into your account. You can subscribe a lump sum by cheque. Cheques must be in your name only or from an account which you hold jointly with another person.
- 8.5. Cheques out of your account (see clause 30.9).

9. INFORMATION YOU NEED TO PROVIDE WHEN YOU MAKE A WITHDRAWAL/PAYMENT FROM YOUR ACCOUNT

9.1. Bill payments and Electronic Fund Transfers

- 9.1.1. You must provide us with all the following details to enable us to make the payment:
 - 9.1.1.1. the sort code and account number for your Nominated Account;
 - 9.1.1.2. the date the payment is to be withdrawn from your Fixed Rate Bond;
 - 9.1.1.3. the account holders of the Nominated Account;
 - 9.1.1.4. your client reference number; and
 - 9.1.1.5. the amount of the payment.

10. TELEPHONE SERVICE

- 10.1. Clause 10 applies to your use of TS in respect of your Fixed Rate Bond(s) or an account of a third party which you are authorised by the account holder to operate, eg because they have granted you a power of attorney. If you use TS to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.
- 10.2. TS is available, provided that your identity can be verified by speaking to a customer service representative and completing security procedures.
- 10.3. To use TS, telephone us on 0800 028 2824 in the UK or +44 1244 688632 from abroad. Lines are open 8am-8pm Monday to Friday, 9am-5pm Saturday and bank holidays (closed on Sunday, Christmas Day, Boxing Day and New Year's Day). Please note that opening hours may be restricted over the Christmas period, please contact us for details. To help us continually improve our Services and in the interests of security we may monitor and/or record your telephone calls with us.

10.4. Your instructions

- 10.4.1. You can make certain payments through TS (once you have completed our security procedures) by speaking to a customer service representative, who will take details of the payment and then confirm the details to you. You must confirm these details are correct before we make the payment. We will repeat the payment details before asking you to confirm them. Your confirmation will be your agreement for us to make the payment.
- 10.4.2. On satisfactory completion of our security procedures, we can act on any instructions given to us, even if these instructions were not given by you or with your authority.
- 10.4.3. We may ask you to confirm telephone instructions in writing. If we require you to confirm a telephone instruction in writing, the processing of your instruction will be completed within the five business days commencing on the day we receive your written instruction.

11. POST

- 11.1. To instruct us to make a withdrawal by post you must send a letter addressed to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT. You must set out all the details we tell you we need to make the relevant payment (please see clause 9) and you must sign the letter. This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

12. IMPORTANT SECURITY INFORMATION

- 12.1. You must use TS in accordance with the Terms.
- 12.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including your client reference number and any password or other details which allow you to use TS). These precautions include but are not limited to:
 - never writing down or otherwise recording your security details in a way that can be understood by someone else;

- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your accounts with us;
- not allowing anyone else to have or use your security details and not disclosing them to anyone even the police and us;
- changing your security details immediately and telling us as soon as possible in accordance with clause 12.3 if you know, or even suspect that, someone else knows any of those details, or if we ask you to;
- keeping your security details safe;

Telephone Service

- when you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures and we will issue a letter notifying you that an attempt has been made to access your account and that security was failed;
 - when we call you, we will ask you questions based on information known to us about you and the transactions on your account;
 - when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone.
- 12.3. If any security details are lost or stolen, accessible to others, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on 0800 028 2824 during opening hours, or by email (out of hours), using the contact us form on <http://bank.marksandspencer.com/contact-us/overview>.
 - 12.4. If asked, you must confirm in writing the loss or theft of your security details relating to TS.
 - 12.5. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your security details and/or account. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

13. WHEN PAYMENTS WILL AND WILL NOT BE MADE BY US

- 13.1. We will make/authorise a payment from your Fixed Rate Bond(s) if you authorise it in any of the ways set out in the Terms and there are sufficient cleared funds in your Fixed Rate Bond(s). There may be a delay in carrying out your instructions while fraud prevention checks take place.
- 13.2. We may refuse to make a payment (and we will not be responsible for any loss):
 - if any of the conditions set out in the Fixed Rate Savings Terms have not been met; or
 - if the payment would exceed any limits we may set (please see clause 16 for more details about limits); or
 - if we are not reasonably satisfied the transaction or the instruction is lawful; or
 - if we consider that your account has been or is likely to be misused; or
 - for fraud prevention purposes; or
 - if it would lead to your account going overdrawn.
- 13.3. If we refuse to make a payment that you have requested you will normally be told when you request the payment unless we suspect fraud – please see clause 20 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us and speak to a customer services representative, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.
- 13.4. You must not borrow on your account.

14. INTEREST ON PAYMENTS MADE OUT OF THE FIXED RATE BOND

- 14.1. For payments out of your account you will receive interest up to the time the payment is deducted from your account. Interest will be calculated up to and including the date of withdrawal.
- 14.2. Interest will be calculated on payments into your Fixed Rate Bond prior to the actual clearance of such payments into your Fixed Rate Bond. Calculation of interest will commence the day following the day upon which we credit your Fixed Rate Bond and will be added to your Fixed Rate Bond and will be paid in accordance with the terms we have agreed with you.

15. CUT-OFF TIMES, EXECUTION TIMES AND WHEN YOU CAN CANCEL AN INSTRUCTION TO MAKE A PAYMENT

- 15.1. The cut-off time is the time before which on a Working Day a payment or a payment instruction is treated as received by us on that Working Day. This means that, if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following Working Day. If we receive a payment or a payment instruction on a day that is not a Working Day, we will treat this as received on the next Working Day. Cut-off times vary for different types of payment and for different ways in which the payment is requested.

Information about cut-off times for each type of payment is set out in the table in clause 16 and in clause 17.1.2.
- 15.2. The maximum execution time (the time it takes for the payment to reach the recipient bank) is set out in the table in clause 16 and in clause 17. This starts on the day we receive your payment instruction provided this is a Working Day. If we do not receive your payment instruction on a Working

Day or if your payment instruction is received by us after the relevant cut-off time in the table in clause 16, the maximum execution time will start to run from the Working Day after the day we receive your payment instruction.

- 15.3. Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.
- 15.4. If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in the table in clause 16.
- 15.5. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.
- 15.6. All cut-off times quoted refer to London time.

16. WITHDRAWALS – CHEQUES, FASTER BILL PAYMENTS AND ELECTRONIC FUND TRANSFERS

Payment type	How you can request a payment	General cut-off time for giving instructions to us	Maximum execution time	Can you arrange a payment to be sent on a future date?
Cheques	TS Post	Weekdays: 8pm Saturdays: 5pm Bank holidays: 4pm	3 Working Days	Yes through TS or post and you can cancel the payment by TS and post up to 8pm the day before we process the payment
Faster bill payments	TS Post	Weekdays: 8pm Saturdays: 5pm Bank holidays: 4pm	Next Working Day	Yes through TS or post and you can cancel the payment by TS and post up to 8pm the day before we process the payment
Electronic Fund Transfers (CHAPS)	TS Post (in exceptional circumstances only)	Weekdays: 8pm Saturdays: 5pm Bank holidays: 4pm	Next Working Day	Yes through TS or post and you can cancel the payment by TS and post up to 8pm the day before we process the payment

We may set limits on the payments you can make from your account. If we do, we will tell you the applicable limit when you make a payment. Your consent to making a payment will also be your agreement to the limit that applies to that payment. We will make payment limits available to you if requested.

17. CHEQUES

17.1. Clearing cheques

- 17.1.1. The 'central clearing cycle' (normally 6 Working Days) is the time taken for money paid from or into your Fixed Rate Bond to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling. Payments may take longer through some financial institutions. Please also see clauses 17.2.3 to 17.2.5 below.
- 17.1.2. When you pay a cheque into your Fixed Rate Bond, you will normally have to wait six Working Days after the day it has been paid in before you can withdraw the money unless we agree otherwise, eg the proceeds of a cheque paid in on a Monday will normally be available for withdrawal the following Tuesday (six Working Days later). We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque into your Fixed Rate Bond we mean the first day that we deal with and process the cheque. Please also see clause 17.2. The cheque amount will be included in your balance before you can withdraw the money.
- 17.1.3. We treat cheques as being cleared for interest calculation purposes the day following receipt of the cheque, which is before the funds from the cheque have been received by us.

17.2. Cheques returned unpaid and paying in cheques

- 17.2.1. The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your balance. When a cheque is returned unpaid, it will usually happen six Working Days after the cheque has been paid into your Fixed Rate Bond, but it could be later (see clauses 17.2.3 to 17.2.5).
- 17.2.2. If a cheque paid into your Fixed Rate Bond is returned unpaid, we will place withdrawal constraints on your account and we will contact you and then attempt to re-present the cheque. We will ask for payment again from the bank of the person who issued it, however, if the cheque remains unpaid we will cancel your deposit. The central clearing cycle described in 17.1.1 will restart should we re-present your cheque as set out above.
- 17.2.3. Clauses 17.2.4 and 17.2.5 apply to sterling cheques drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

- 17.2.4. If a cheque paid into your Fixed Rate Bond is returned to us unpaid, we will not deduct the amount of the cheque from your Fixed Rate Bond beyond the sixth Working Day after it was accepted by us (ie when your Fixed Rate Bond is credited with the amount of the cheque). Because we process overnight, the deduction from your Fixed Rate Bond could appear up to 9.00am on the seventh Working Day. For example, if you pay a cheque into your Fixed Rate Bond on Monday, your Fixed Rate Bond will not be debited after 9.00am on Wednesday the following week.
- 17.2.5. A cheque you pay in may be returned and the amount of the cheque deducted from your Fixed Rate Bond more than six Working Days after the date we accepted it:
 - where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
 - if you have given your express consent.
- 17.2.6. All sterling cheques paid into the Fixed Rate Bond must be made payable to M&S Bank.
- 17.2.7. Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

18. THIRD PARTY AUTHORITY

You can authorise another person to operate your account by signing a power of attorney but you should take legal advice before doing so. If you authorise another person to operate your account then you will be responsible for their actions or omissions as if they were your own.

19. STATEMENTS AND INFORMATION

- 19.1. We will send you a statement for each Fixed Rate Bond you hold annually. We may change the date of your statement(s), but you will never be sent a statement dated more than twelve months after the date of the previous statement.
- 19.2. You can ask us for additional details at any time.
- 19.3. You can request that we provide you with monthly statements, or an ad hoc statement, at any time.

20. FRAUD PREVENTION

- 20.1. We carry out certain checks on transactions on your account as part of our fraud prevention measures. As part of these fraud prevention measures, we may need to speak with you to re-confirm some payments, eg high value payments, or we may need to ask you for additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.

21. RESPONSIBILITIES

21.1. Making payments

- 21.1.1. We will make payments based on the information we require you to provide us as set out in clause 9. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.
- 21.1.2. If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.
- 21.1.3. For payments to your Nominated Account, we will make sure payments are sent to the recipient bank. It is that bank's responsibility to make sure the payment is added to your Nominated Account. Some recipient banks will only use the BIC (the SWIFT Bank Identifier Code) address, sort code or national bank code and the account number or IBAN (International Bank Account Number) when doing so.
- 21.1.4. If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient bank (as appropriate), that the payment was received by the recipient bank within the timescales for executing payments set out in the table in clause 16. Where we can prove this, the recipient bank will be responsible to you and any other person(s) who holds the account with you, for making available the payment and crediting your account with them as appropriate.
- 21.1.5. If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient bank as required by clause 21.1.4, we will, without undue delay, refund your account with either:
 - the payment; or
 - in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss, and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 21.1.6. If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.

21.2. Unauthorised transactions

You must read your statements carefully on receipt. To help us prevent fraud, you must tell us immediately by calling us or emailing us (out of hours) if you do not recognise any transaction shown on your statement or if you think any payment you have authorised has been executed incorrectly. If you do not tell us promptly (at the latest within 13 months of the date the transaction was deducted from your account), you may not be entitled to have any errors corrected.

21.3. Liability for unauthorised transactions

21.3.1. Subject to clauses 21.3.2 to 21.3.4 and 21.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 21.2 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.

21.3.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your account.

21.3.3. You will be responsible for all losses arising from unauthorised transactions on your account as a result of:

- you acting fraudulently, or
- you intentionally or with gross negligence failing to use TS in accordance with the Terms (including keeping safe your security or personalised details), or
- you intentionally or with gross negligence failing to notify us in accordance with clause 12.3 of the loss or theft of any security or personalised details.

21.3.4. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:

- after you have notified us of the loss or theft of your security details in accordance with clause 12.3, or
- if we have failed to provide the facilities we describe in clause 12.3 for you to tell us if any of your security details have been lost or stolen.

21.4. Abnormal and unforeseen circumstances

We will not be responsible to you if we fail to comply with any of the obligations:

- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- where our failure to comply is due to our obligations under European or national law.

21.5. Payments into your account

21.5.1. We can only accept responsibility for payments into your account after we have received and checked them.

21.5.2. If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account or you have used them to make a payment.

22. CHANGING THE TERMS – GENERAL INFORMATION

22.1. We may change Terms in accordance with this clause 22 and clauses 23 to 27.

22.2. When we tell you about a change personally, we may do this by post, a message on your statement or a leaflet enclosed with your statement.

22.3. Information about our current interest rates is available on our website marksandspencer.com/savings, by telephoning us on 0800 028 2824 or by writing to us. The old rates will also be available to help you compare rates.

23. INTEREST RATES AND INTEREST RATE CHANGES

23.1. The following rates of interest will apply:

	1 year bond	2 year bond	3 year bond
AER/gross*	0.60%	0.70%	0.80%

23.1.1. *AER is the annual equivalent rate. This is the interest rate you would receive if interest was paid and added to your savings on an annual basis.

23.2. The rate of interest will be fixed from the Start Date until the Maturity Date and will not change.

23.3. Interest will be calculated daily on the balance of each Fixed Rate Bond you hold. Annual interest as at the anniversary of the Start Date, or the next Working Day if the anniversary of the Start Date is a non Working Day, will be credited to each bond within 30 days following the annual anniversary. Alternatively you can instruct us on application to have interest paid out to your Nominated Account.

23.4. The calculation of interest will commence on the Working Day following the Start Date, which will be before the funds are received into your account. Interest will be calculated up to and including the date of withdrawal or the Maturity Date.

24. CHANGES TO THE TERMS

24.1. We may make changes to the Terms by giving you at least two months' advance personal notice.

24.2. We may introduce charges for operating/providing your account/Service(s) and subsequently change these charges, by giving you at least two months' advance personal notice.

25. REASONS FOR MAKING CHANGES

25.1. We may make any change to the Terms under clauses 22 to 24 for all or any of the reasons set out in this clause 25 that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to respond to a change in relevant law or regulation or to respond to a change in industry guidance or code of practice or good banking practice.
- To respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.

- To respond to the costs or consequences of any event beyond our control that may impact our provision of accounts, Services or facilities to you.
- To make the Terms clearer.
- To respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
- To respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate.
- To respond to changes or anticipated changes in costs associated with relevant technology, the costs we pay to others in respect of the product in question, inflation and/or in our costs of providing accounts, Services or facilities.
- To respond to any changes or anticipated changes in money market interest rates or the cost to us of money we lend.
- To improve the Services we provide.
- To respond to our internal policies on competitiveness, market share and/or the profitability of our business as a whole, where we are not acting dishonestly, for an improper purpose, in a manner which inappropriately discriminates against a particular customer or as an unreasonable financial institution would.

Where we make any change under this clause the change will be proportionate to the underlying reason for the change.

26. OTHER REASONS FOR MAKING CHANGES TO THE TERMS

26.1. We may also make a change to the Terms under clauses 22 to 24 for any other valid reason that applies and that is not described in clause 25. We will always give you personal notice of any such change.

27. WHAT YOU CAN DO WHEN WE TELL YOU ABOUT A CHANGE

27.1. When we give you advance notice of a change we intend to make in accordance with clauses 22 to 24, before the change takes effect you may end this contract and close your account in accordance with clause 28. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 27.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

27.2. If you do not accept a change made under clauses 22 to 24, then you must tell us before the change takes effect and we will treat this as notice from you to end this framework contract and close your account immediately in accordance with clause 28. There will be no charge for this.

28. ENDING THIS CONTRACT AND CLOSING YOUR ACCOUNT

28.1. You can end this contract with us at any time, in writing or by telephoning us.

28.2. If this contract is ended in accordance with this clause 28, your account will close and your agreement with us, consisting of the Terms, will also end.

28.3. We can end this contract with you and close your account immediately in the following situations:

- 28.3.1. if you have significantly broken any of the Terms; or
- 28.3.2. there has been or we suspect there has been fraud involving any of your accounts with us or any transactions on any of your accounts; or
- 28.3.3. if there has been or we suspect there has been suspicious activity on your account; or
- 28.3.4. if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or
- 28.3.5. if you have not satisfied any anti-money laundering requirements; or

28.3.6. if we have set up a duplicate account in error.

28.4. We will give you notice in writing immediately after your account has been closed under clause 28.3.

28.5. We may end this contract and close your account for any other reason by giving you at least two months' written notice.

28.6. Following termination, we will carry out any transactions which remain to be completed after your account has closed in accordance with these Terms.

28.7. If we close your account, we will repay any credit balance.

29. TAX

29.1. Interest will be paid gross.

29.2. The rates and basis of taxation may change in the future. You should remember that the tax law applicable depends on your own personal situation. If you are unclear as to your tax position you should seek professional advice or contact your local tax office for further information.

29.3. Any reference to tax is based on our understanding of current law and HM Revenue & Customs practice which may change.

30. WITHDRAWALS

30.1. Partial withdrawals from a Fixed Rate Bond are not permitted.

30.2. Subject to 30.5 below, you can make a withdrawal in full of any deposit of less than £50,000 held in a Fixed Rate Bond to occur within a timescale you stipulate. You may not make an early withdrawal from any Fixed Rate Bond of £50,000 or more.

- 30.3. Withdrawals, except those made on or after the Maturity Date, will be subject to the following charges:

	1 year bond	2 year bond	3 year bond
Withdrawal charges	£50	£75	£100

- 30.4. Interest calculated up to and including the date we receive your instructions to withdraw will be credited to your bond.
- 30.5. The charges outlined in 30.3 above will be deducted from the final interest credited to the Fixed Rate Bond on withdrawal and if this is not sufficient, from the amount deposited.
- 30.6. A full withdrawal, subject to 30.2 above, may be made against a deposit in a Fixed Rate Bond after the following period has lapsed following receipt of the deposit:
- 30.6.1. three Working Days for a payment by debit card, and
- 30.6.2. six Working Days for a payment by cheque. These periods are indicative only and a withdrawal is subject to cleared funds being available. Please note that the central clearing system normally takes six Working Days.
- 30.7. We may ask you to confirm telephone instructions in writing.
- 30.8. The time stipulated by you in 30.2 above may not be less than five Working Days from the day we are in receipt of your instructions. If we require written confirmation of the telephone instruction the time stipulated by you cannot be less than five Working Days from the day we receive your written confirmation.
- 30.9. Payment will be made by cheque made payable to you or direct to your Nominated Account by faster bill payment or Electronic Fund Transfer. Withdrawals cannot be made by standing order or Direct Debit.

31. MATURITY

- 31.1. We will send you notice of maturity at least 14 days prior to the Maturity Date of each Fixed Rate Bond held.
- 31.2. The notice in clause 31.1 above will outline the options open to you in respect of the Fixed Rate Bond approaching maturity. This may include the option to transfer to any new Fixed Rate Bond we make available at that time.
- 31.3. The notice in clause 31.1 will include the option to withdraw on maturity and have your deposit and interest earned returned to you. Payment will be made by cheque made payable to you or direct to your Nominated Account.
- 31.4. If you do not respond by selecting one of the options outlined in our notice on or before the Maturity Date, we reserve the right to transfer the matured Fixed Rate Bond to any new Fixed Rate Bond, or any other savings option, we make available at that time. Our decision as to which of these options will apply will be outlined in our notice to you.

32. COMPLAINTS

- 32.1. If you have a complaint please write to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT or telephone us on 0808 002 2222.
- 32.2. If we are unable to resolve your complaint to your satisfaction you can write directly to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Telephone numbers: 0800 023 4567 (free if calling from a landline or a mobile phone), or 0300 123 9123 (calls to this number will cost no more than calls to 01 and 02 numbers).
Email: complaint.info@financial-ombudsman.org.uk
Website: financial-ombudsman.org.uk
A written complaints procedure is available on request.
- 32.3. Alternative dispute resolution (ADR) can take place in various ways, including face-to-face, by telephone, in writing or online. To encourage use of online dispute resolution (ODR) there is an ODR platform created by the EU Commission which allows consumers to submit their complaint through a central site which will forward the complaint to the right ADR scheme. In relation to this agreement, this is the Financial Ombudsman Service and you can also contact them directly as per the above contact details. For more information about ODR please visit ec.europa.eu/odr.

33. COMPENSATION

M&S Bank is covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, each depositor would have a claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS limit. The FSCS deposit limit relates to the **combined** amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

M&S Bank is a trading name of Marks & Spencer Financial Services plc. Customers who hold deposits with Marks & Spencer Financial Services plc are eligible for one claim of up to the FSCS deposit limit.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please call us on 0808 001 1111, refer to the FSCS website FSCS.org.uk or call the FSCS on 020 7741 4100 or 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

34. CANCELLATION RIGHTS

- 34.1. Under the regulations made by the Financial Conduct Authority (FCA) under powers granted to them by the Financial Services and Markets Act 2000 as amended, you have the right to cancel a deposit into our Fixed Rate Bonds.

- 34.2. You will have 14 days to cancel from the Start Date of each Fixed Rate Bond account if you have made an application by post or internet. If you have made an application over the telephone the 14 day cancellation period commences on the day you receive these Terms following the telephone call.
- 34.3. If you cancel, you are entitled to have repaid any money deposited with interest earned. If you wish to cancel, you should write to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT and you must post this within the 14 day period.
- 34.4. There are no charges for cancelling a Fixed Rate Bond within the 14 day period.

35. NOTICE

- 35.1. Please send any written notices to Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT.
- 35.2. Any notice to us will only be effective when we actually receive it. We will send all notices to you at the address given on application or any other address of which you later notify us.

36. COMPLIANCE

We are authorised to do anything necessary to comply with any legislation or regulations which may affect your Fixed Rate Bond(s). In particular, we may account for any tax and give any information about your Fixed Rate Bond(s) to HM Revenue & Customs, the Financial Conduct Authority, the Prudential Regulation Authority or their successors or any other regulatory body as required.

37. YOUR INFORMATION

We will not disclose Customer Information to anyone, other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our, or a third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this clause 37.

This clause 37 will continue to apply even if this agreement is ended by you or us.

This clause 37 takes priority over any conflicting or inconsistent term of any other Service or product between you and us.

37.1. Collection of Customer Information

We and any member of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and Services, and your relationships with the HSBC Group). Customer Information may be:

- requested by or on behalf of any member of the HSBC Group;
- collected from you directly, from someone acting on your behalf, or from anywhere else eg credit reference agencies or a member of the Marks and Spencer Group;
- combined with other information available to any member of the HSBC Group.

37.2. Use of Customer Information

We will process, transfer and disclose Customer Information:

- to provide Services to you;
- to deal with any of your transactions;
- to meet Compliance Obligations;
- to perform Financial Crime Risk Management Activity;
- to collect any money you owe us;
- to perform credit checks and obtain or provide credit references;
- to enforce or defend the rights of any member of the HSBC Group;
- for the internal operational and administrative requirements of any member of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- to manage our relationship with you (including marketing and market research if you agree to them); and
- to verify your identity.

In particular, if you request a quote for an insurance product from an insurance company associated with the HSBC Group, members of the Marks and Spencer Group or other companies approved by Marks and Spencer plc, then we may share with such insurance companies information about what products and Services you use, in order for those insurance companies to assess risk and adjust the price of insurance products they may offer to you.

37.3. Sharing Customer Information

By using the Services, you agree that we may transfer and disclose Customer Information to the following recipients globally (who may also use, transfer and disclose that Customer Information for the purposes set out in 37.2 above):

- to any member of the HSBC Group and anybody who provides services to them or their agents;
- to members of the Marks and Spencer Group (who may additionally use such Customer Information for that group's internal administrative requirements) and anybody who provides services to them or their agents;
- to any Authorities where you have provided us with false or inaccurate information, in response to their requests, in connection with our Compliance Obligations or Financial Crime Risk Management Activity, or where we reasonably suspect Financial Crime;
- to persons acting on your behalf, payment Recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, upstream withholding agents, clearing houses and clearing or settlement systems;

- to other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- to any third party in connection with any reorganisation, sale or acquisition of any member of the HSBC Group's business;
- to any third parties we use to provide banking and card services to you; and
- to third parties for marketing purposes where you have consented to marketing.

The above recipients may also process, transfer and disclose Customer Information for the purposes set out above and they may be in countries where data protection laws don't provide the same level of protection as in the UK.

For example, regulations based on the Common Reporting Standard may require us to report certain information about you (and/or about certain Connected Persons) to the Tax Authorities in the country in which your account is maintained (eg HM Revenue and Customs in the UK), which may transfer that information to Tax Authorities in countries where you or a Connected Person may be tax resident pursuant to international agreements to exchange financial account information.

However, whether it is processed in the UK or overseas, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

37.4. Your responsibilities

- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change.
- You must promptly provide any Customer Information requested by any member of the HSBC Group.
- Before you provide any Personal Data or Tax Information about a Connected Person to any member of the HSBC Group, you must first tell them about, and obtain their agreement to, their information being used, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

37.5. You are responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise relating to the opening and use of accounts and Services provided by any member of the HSBC Group. Some countries' tax laws may apply to you even if you do not live there or are not a citizen of that country. No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or Services provided by any member of the HSBC Group. You should seek independent legal and tax advice.

37.6. What happens if you don't meet your responsibilities

If:

- you do not promptly respond to our requests for Customer Information; or
- you do not agree that we can use, transfer, disclose or process Customer Information for the purposes set out in this clause 37 (other than for marketing or market research purposes); or
- any member of the HSBC Group suspects Financial Crime, then we may
 - (i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
 - (ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
 - (iii) block or close your account(s).

If you do not give us Tax Information about you or a Connected Person when we request it, we will have to make our own decision about your tax status. This may result in us or any member of the HSBC Group reporting you to Tax Authorities, withholding any amounts from products or Services you have with us and paying those to the appropriate Tax Authority.

37.7. Accessing your information

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

37.8. Actions we take to prevent Financial Crime

We and any member of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally this may result in any member of the HSBC Group delaying or refusing to the processing of a payment or your instructions, or to provide all or part of any new or existing Services to you.

No member of HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.

37.9. Information we may store on your computer

When you use any device to access HSBC Group websites and apps, information may be stored and accessed on your device:

- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with marketing;
- to provide you with information about how those websites are used and how you arrive at those websites; and/or
- to ensure that marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

If you receive emails sent by or on behalf of any member of the HSBC Group, those emails may include technologies to track, for market research purposes, if you open the emails and if you use internet links within the emails. Further information on our cookie policy, website terms and privacy statement can be found on our website.

37.10. Other ways we can use your information

To ensure that we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us such as telephone calls and conversations in branches. In the interests of security and preventing crime we may use closed circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property. We may make and keep copies of identification evidence that you provide. If you change your mind about receiving marketing information or about participating in market research you should tell us.

This clause 37 will continue to apply even if this agreement is ended by you or us.

38. TRANSFERRING YOUR ACCOUNT

We may transfer you from your existing account(s) to other account(s) we believe are appropriate for you if your existing account(s) are no longer going to be sold by us, or if we introduce new eligibility criteria or change any existing eligibility criteria for such account(s) and you do not meet this. We will give you at least two months' notice of this. You can close your account within 60 days of it being converted without any charge or interest being applied (if applicable) for doing so.

39. TRANSFERRING OF OUR RIGHTS AND DUTIES

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them and who is authorised or recognised by the Financial Conduct Authority and the Prudential Regulation Authority as being entitled to accept deposits. This includes us appointing another HSBC Group company as our agent (ie to act on our behalf) for debt recovery purposes. You may not transfer any of your rights or obligations in relation to your account or transfer or assign any account or deposit.

40. DELEGATION

Subject to the rules of the Financial Conduct Authority and the Prudential Regulation Authority, we may delegate any of our functions and responsibilities under these Terms and Conditions to any person, provided that before doing so we satisfy ourselves that such a person is competent to carry out those functions and responsibilities.

41. GOVERNING LAW

These Terms are governed by the laws of England and Wales, and subject to the jurisdiction of the English courts. The Terms are in English and all communications we send to you will be in English.

Please call 0808 001 1111 if you would like to receive this information in an alternative format such as large print, Braille or audio.

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Effective from 10/02/2017