

MARKS & SPENCER CASH INDIVIDUAL SAVINGS ACCOUNT

Terms and conditions

Your agreement with us consists of these M&S Cash Individual Savings Account Terms and Conditions ("Cash ISA Terms") and any Additional Conditions (the Cash ISA Terms and the Additional Conditions are together the "Terms") that apply to any Account/service that you have and which are described in the Terms. Additional Conditions include the following, as applicable to your Account/service:

- (1) all interest rates that apply to your Account which are set out in the summary box applicable to your Account (you will be given this when you apply for your Account and can also find details of interest rates by telephoning us or looking on our website),
- (2) Fixed Rate Savings (Cash ISA) Terms, and
- (3) any other terms that we provide to you.

If any Additional Conditions contradict the Cash ISA Terms, then the Additional Conditions will apply.

In the event of any inconsistency between the Terms and the ISA Regulations, the ISA Regulations will prevail.

The Cash ISA Terms are also a framework contract (clauses 1-29 of the Cash ISA 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 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 005 5555 or +44 1244 688632 if calling from abroad. Lines are open for these numbers from 8am-8pm Monday to Friday, 9am-5pm on Saturday and 10am-4pm bank holidays (closed on Sunday, Christmas Day, Boxing Day and New Year's Day). Please be aware that opening hours may be restricted over the Christmas period, please contact us for details.

1. DEFINITIONS

"Account" means your Marks & Spencer Cash ISA;

"Additional Permitted Subscription" means an additional subscription which you can apply to make into your Account following the death of your spouse or civil partner. The Additional Permitted Subscription will not count towards your current tax year ISA subscription limit.

"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;

"Business Day" means Monday to Friday, Saturday and public holidays;

"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;

"Customer Service Representative" means an M&SFS employee who deals with customer queries;

"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 Savings Option" means the option under your Account whereby the interest rate applied to the money deposited will be fixed in accordance with the Fixed Rate Savings (Cash ISA) Terms;

"Fixed Rate Savings (Cash ISA) Terms" means the terms applicable to the Fixed Rate Savings Option that we provide to you, as updated;

"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;

"ISA Regulations" means the Individual Savings Account Regulations 1998 as amended or replaced from time to time;

"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;

"Marks and Spencer Group" means Marks and Spencer plc, its subsidiaries, associated and affiliated companies;

"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 highlighted in our application guidance notes. You can only nominate a bank account which you hold solely or jointly with another person;

"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);

"Recipient Bank" means the bank which holds the account you have nominated to receive withdrawals;

"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;

"Subscription" means any contribution made by you to a Cash ISA during a Tax Year that counts towards the annual subscription limits under the Regulations, and where applicable, an Additional Permitted Subscription;

"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;

"Variable Rate Savings Option" means the option under your Account whereby the interest rate applied to the money deposited will be subject to change in accordance with the Terms;

"We/us/our/ours" means the ISA manager Marks & Spencer Financial Services plc ("M&SFS"), its successors or anyone else appointed to operate your Account;

"Working Day(s)" means Monday to Friday;

"You/your/yours" means the Account holder.

2. GENERAL

M&SFS is an authorised deposit taker under the Financial Services and Markets Act 2000.

3. SETTING UP A CASH ISA

3.1. You are subscribing to a cash ISA for the current tax year and each subsequent tax year in which you subscribe to the Account and/or transfer to us a current tax year and/or previous tax year cash ISA from another ISA manager.

3.2. This agreement will commence on the day we are in receipt of a valid application and your first subscription or, where you are transferring to us from another ISA manager, on the day we are in receipt of a valid transfer application form and the proceeds of transfer from your previous ISA manager.

4. MAXIMUM SUBSCRIPTION

The maximum that can be subscribed to a cash ISA in each tax year is prescribed in the ISA Regulations. The current subscription limit is detailed in our Key Features document.

5. DEPOSIT OPTIONS

- 5.1. You can deposit money into your Account and the interest rate applied will be subject to change in accordance with clause 24 ("the Variable Rate Savings Option"). From time to time, we may offer the additional option to deposit money subject to a fixed rate of interest for a specified time period ("the Fixed Rate Savings Option").
- 5.2. You can transfer in cash ISAs and stocks and shares ISAs in accordance with clause 33 of these Terms.
- 5.3. You may instruct us to divide subscriptions to your Account under 5.1 between the Variable Rate Savings Option, and when offered (and subject to such offer remaining open) the Fixed Rate Savings Option, subject to the cash ISA subscription limit outlined in clause 4.
- 5.4. We will send you notice prior to the maturity of a deposit in our Fixed Rate Savings Option outlining the options available to you in respect of the deposit, which may include the option to transfer to the Variable Rate Savings Option or any new offer we make under the Fixed Rate Savings Option. We will ensure that unless you give us an instruction to withdraw it and subject always to clause 34, your deposit will remain within your Account at all times.
- 5.5. Clauses 24 and 34 relating to interest and withdrawal only apply to the Variable Rate Savings Option.

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

- 6.1. Faster bill payments – these are sterling bill payments processed using the faster payments service from your Account 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 your 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 send your payment by Electronic Fund Transfer instead if this is appropriate. Faster bill payments from your Account can only be made to one Nominated Account. Faster bill payments cannot be made to an account held by a third party, except to another ISA manager when transferring your ISA, or to personal representatives following the closure of a deceased estate or to an authorised agent with permissions to hold client money. You cannot make subscriptions to your Account by faster bill payment.
- 6.2. We may make a faster bill payment to another ISA manager following your instructions to transfer subscriptions from the Account to another ISA manager, or receive a faster bill payment from another ISA manager following your instructions to transfer subscriptions to the Account from another ISA manager.
- 6.3. 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. You cannot make subscriptions to your Account by Electronic Funds Transfer.
- 6.4. We may make an Electronic Funds Transfer to another ISA manager following your instructions to transfer subscriptions from the Account to another ISA manager, or receive an Electronic Funds Transfer from another ISA manager following your instructions to transfer subscriptions to the Account from another ISA manager.
- 6.5. Direct Debits – regular payments into your Account from a Nominated Account, which may vary by amount and which are made on the 4th of each month (or next Working Day) except where stated otherwise (see clause 17.4).
- 6.6. Debit card payments – you can deposit money into your Account 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 the account holder or which you hold jointly with another person.
- 6.7. 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.
- 6.8. We may make a cheque payment to another ISA manager following your instructions to transfer subscriptions from the Account to another ISA manager, or receive a cheque payment from another ISA manager following your instructions to transfer subscriptions to the Account from another ISA manager.
- 6.9. Cheques out of your Account (see clause 34.5).
- 6.10. All payments into your Account must be from a bank or building society account in your name or which you hold jointly with another person.
- 6.11. All deposits into your Account must be in sterling.
- 6.12. We accept payments for Additional Permitted Subscriptions by cheque or debit card (see clauses 6.6 and 6.7).

7. INFORMATION YOU NEED TO PROVIDE WHEN YOU MAKE A WITHDRAWAL FROM YOUR ACCOUNT

You must provide us with all the following details to enable us to make the withdrawal:

- the sort code and account number for your Nominated Account;
- the date the payment is to be withdrawn from your Account;
- the account holders of the Nominated Account;
- your client reference number; and
- the amount of the payment.

8. ADDITIONAL PERMITTED SUBSCRIPTIONS

- 8.1. You can make an Additional Permitted Subscription into your Account. You must complete the relevant form each time that you wish to make an Additional Permitted Subscription.
- 8.2. The Additional Permitted Subscription must not exceed the combined value of your spouse or civil partner's ISAs which they held at the date of their death (including any income accrued, but not paid or credited to the ISA at the date of death), and must be made in accordance with the requirements set out in the ISA Regulations.
- 8.3. You may make several Additional Permitted Subscriptions; however, they must not, in aggregate, exceed the combined value of your spouse or civil partner's ISAs as at the date of their death and must be made within the timescales set out in the ISA Regulations.
- 8.4. We will not accept an Additional Permitted Subscription where we know that the information you provide in the relevant form is false or the requirements set out in the ISA Regulations are not satisfied.

9. TELEPHONE SERVICE

- 9.1. Clause 9 applies to your use of TS in respect of your Account 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 the Account 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.
- 9.2. TS is available provided that your identity can be verified by speaking to a Customer Service Representative and completing security procedures.
- 9.3. To use TS, telephone us on 0808 005 5555 in the UK or +44 1244 688632 from abroad (see the introduction to these Cash ISA Terms for details of opening hours). To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

9.4. Your instructions

- 9.4.1. 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.
- 9.4.2. 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.
- 9.4.3. 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 Working Days commencing on the day we receive your written instruction.

10. POST

- 10.1. 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 7) 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.

11. IMPORTANT SECURITY INFORMATION

- 11.1. You must use TS in accordance with the Terms.
- 11.2. 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 11.3 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 never ask for details of your client reference or password to identify you as our customer. 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.

- 11.3. 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, during opening hours, on 0808 005 5555 in the UK or +44 1244 688632 from abroad (see the introduction to these Cash ISA Terms for details of opening hours) or by emailing us, out of opening hours, by using the contact us form on <http://bank.marksandspencer.com/contact-us/overview>.
- 11.4. If asked, you must confirm in writing the loss or theft of your security details relating to TS.
- 11.5. 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.

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

- 12.1. We will make/authorise a payment from your Account if you authorise it in any of the ways set out in the Cash ISA Terms and there are sufficient cleared funds in your Account. There may be a delay in carrying out your instructions while fraud prevention checks take place.
- 12.2. 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 Cash ISA 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.
- 12.3. 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 22 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 Service 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.
- 12.4. You must not borrow on your Account.

13. INTEREST ON PAYMENTS YOU MAKE AND RECEIVE

- 13.1. 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.
- 13.2. Interest will be calculated on payments into your Account prior to the actual clearance of such payments (please see clause 19.1.3). Calculation of interest will commence the day following the day upon which we credit your Account and will be added to your Account and will be paid in accordance with the terms we have agreed with you.

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

- 14.1. The general cut-off time is the time before which on a weekday, Saturday or public holiday as set out in clause 15.1 a payment or a payment instruction is treated as received by us. This means if we receive a payment or a payment instruction after the specified cut-off time, the deemed date of receipt will be the following Business Day.
- 14.2. The cut-off time for the transfer of subscriptions from us to another ISA manager is the time before which on a Working Day a payment instruction is treated as received by us as set out in clause 15.2. This means if we receive 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 instruction on a day that is not a Working Day, the deemed date of receipt will be the following Working Day.
- 14.3. 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(s) in clause 15.1 and 15.2.
- 14.4. The maximum general execution time (the time it takes for the payment to reach the Recipient Bank), is set out in the table in clause 15.1. This starts on the day we receive a payment instruction from you. If this is before the cut-off times on a weekday, Saturday or bank holiday, the execution time will run from the date of receipt of instruction. If we receive the instruction after the specified cut-off time, the deemed date of receipt will be the following Business Day.
- 14.5. In respect of a transfer of subscriptions from us to another ISA manager, the maximum execution time (the time it takes for the payment to reach the Recipient Bank), is set out in the table in clause 15.2. This starts on the day we receive a payment instruction from the other ISA manager and provided this is a Working Day, the execution time will run from the date of receipt of instruction. If we do not receive a payment instruction on a Working Day or if a payment instruction is received by us after the relevant cut-off time, the deemed date of receipt will be the following Working Day.

- 14.6. 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.
- 14.7. 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 clauses 15.1 and 15.2.
- 14.8. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.
- 14.9. All cut-off times quoted refer to London time.

15.1. Withdrawals from your Account – cheque, 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?	Can I cancel the instruction?
Cheques (withdrawals from your Account)	TS Post	Weekdays: 8pm Saturday: 5pm Bank holiday: 4pm	3 Working Days	Yes through TS or post	Yes if it is a future dated instruction through TS or post. The latest cut-off time for cancellation of the instruction will be the day before we process the payment
Faster bill payments (withdrawals from your Account)	TS Post	Weekdays: 8pm Saturday: 5pm Bank holiday: 4pm	Next Working Day	Yes through TS or post	Yes if it is a future dated payment through TS or post. The latest time to cancel will be the relevant cut-off time on the Business Day before the payment is due. Immediate payments instructions cannot be cancelled
Electronic Fund Transfers – CHAPS (withdrawals from your Account)	TS Post (in exceptional circumstances only)	Weekdays: 8pm Saturday: 5pm Bank holiday: 4pm	Next Working Day	Yes through TS or post	Yes if it is a future dated payment through TS or post. The latest time to cancel will be the relevant cut-off time on the Business Day before the payment is due

15.2. Transfers from your Account to another ISA manager – cheque, 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?	Can I cancel the instruction?
Cheques (transfer of subscriptions to another ISA manager)	Payment instruction will be made by the other ISA manager	Working Day: 8pm	3 Working Days	Yes	Yes if it is a future dated instruction through TS or post. The latest cut-off time for cancellation of the instruction will be the day before we process the payment
Faster bill payments (transfer of subscriptions to another ISA manager)	Payment instruction will be made by the other ISA manager	Working Day: 3.30pm	Next Working Day	No	Yes if the cancellation is made before the instruction is processed
Electronic Fund Transfers – CHAPS (transfer of subscriptions to another ISA manager)	Payment instruction will be made by the other ISA manager	Working Day: 3.30pm	Next Working Day	No	Yes if the cancellation is made before the instruction is processed

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.

16. PAYMENTS INTO YOUR ACCOUNT – DIRECT DEBIT

- 16.1. You can make Direct Debit payments into your Account, provided that it is into the Variable Rate Savings Option.
- 16.2. Subject to clause 16.5 below you can increase (subject to the cash ISA subscription limit outlined in clause 4), decrease, or suspend temporarily monthly Direct Debit payments by telephoning us on 0808 005 5555 or writing to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT.
- 16.3. To cancel Direct Debit payments you can instruct us by telephoning us on 0808 002 2222 or writing to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT. You can also contact the bank/building society which provides the account from which the Direct Debit will be paid.
- 16.4. Direct Debit payments will usually be claimed on the 4th day of each month, or the next Working Day if the 4th is not a Working Day. It may be necessary on occasions to bring forward the Direct Debit payment in April to ensure it is received before the tax year ends.
- 16.5. If you contact us you are unable to increase, decrease, suspend temporarily, or cancel a Direct Debit payment in the three Business Days immediately before the date on which the Direct Debit will be claimed. You can cancel a Direct Debit payment up until the close of business on the Business Day immediately before the date on which the Direct Debit will be claimed by contacting the bank/building society which provides the account from which the Direct Debit will be paid.
- 16.6. If you withdraw the entire balance from your Account, in the three Working Days before a Direct Debit payment is to be claimed, the Direct Debit payment will be claimed and credited to your Account. The Direct Debit payment will be deemed a subscription to your Account and therefore count towards the cash ISA subscription limit outlined in clause 5. This Direct Debit payment, plus interest, will be returned to you either by cheque or payment to your Nominated Account within five Working Days of us confirming receipt of the Direct Debit payment.

17. SWITCHING

- 17.1. You may switch money held in your Account from the Variable Rate Savings Option into the Fixed Rate Savings Option, subject to the minimum deposit requirement set out in Fixed Rate Savings (Cash ISA) Terms.
- 17.2. You may switch money held in your Account from the Fixed Rate Savings Option into the Variable Rate Savings Option at any time. Except for where the switch is made on or after the maturity date, this will be subject to any withdrawal charges applicable to your Account set out in the Fixed Rate Savings (Cash ISA) Terms.
- 17.3. To complete the switch under 17.1 above you will need to fill in a form. You can obtain the form by telephoning us on 0808 005 5555 (see the introduction to these Cash ISA Terms for details of opening times) or by writing to us.
- 17.4. To complete a switch under 17.2 above you can telephone us on 0808 005 5555 (see the introduction to these Cash ISA Terms for details of opening times) or write to us. We may ask you to confirm telephone instructions in writing.
- 17.5. Instructions to switch from the Variable Rate Savings Option to the Fixed Rate Savings Option, under 17.1 above, will be completed on the day we receive your instructions. Interest calculated up to the day we receive your instructions will be added to the amount to be switched from the Variable Rate Savings Option if you are switching the entire balance held in the Variable Rate Savings Option. The amount switched will be deposited into the Fixed Rate Savings Option on the same day, and the calculation of interest at the fixed rate will commence on the next day.
- 17.6. Instructions to switch from the Fixed Rate Savings Option to the Variable Rate Savings Option, under 17.2 above, will be completed on the day we receive your instructions. Interest calculated up to the day we receive your instructions will be added to the amount to be switched from the Fixed Rate Savings Option. Any withdrawal charges set out in any Additional Conditions will be deducted from the amount to be switched. The amount switched will be deposited into the Variable Rate Savings Option on the same day, and the calculation of interest at the variable rate will commence on the next day.

18. PAYMENTS INTO YOUR ACCOUNT – CHEQUES

18.1. Clearing cheques

- 18.1.1. The 'central clearing cycle' (normally 6 Working Days) is the time taken for money paid from or into your Account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling (other than those drawn on banks abroad). Payments may take longer through some financial institutions. Please also see clauses 18.2.3 to 18.2.5 below.
- 18.1.2. When you pay a cheque into your Account, 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 on the following Wednesday (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 Account we mean the first day that we deal with and process the cheque. Please also see clause 18.2. The cheque amount will be included in your balance before you can withdraw the money.
- 18.1.3. 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.

18.2. Cheques returned unpaid and paying in cheques

- 18.2.1. 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 Account, but it could be later (see clauses 18.2.3 to 18.2.5).
- 18.2.2. If a cheque paid into your Account is returned unpaid, the amount of the cheque will be deducted from your Account. The amount of the cheque is not a valid subscription under the Regulations and depending whether this is the initial subscription, we may terminate your Account.
- 18.2.3. Clauses 18.2.4 and 18.2.5 apply to sterling cheques drawn on branches of English, Scottish, Welsh or Northern Irish banks.
- 18.2.4. If a cheque paid into your Account is returned to us unpaid, we will not deduct the amount of the cheque from your Account beyond the sixth Working Day after it was accepted by us (ie when your Account is credited with the amount of the cheque). Because we process overnight, the deduction from your Account could appear up to 9am on the seventh Working Day. For example, if you pay a cheque into your Account on Monday, your Account will not be debited after 9am on Wednesday the following week.
- 18.2.5. A cheque you pay in may be returned and the amount of the cheque deducted from your Account 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.
- 18.2.6. All sterling cheques paid into the Account must be made payable to M&S Bank. You can only pay cheques into your Account by posting them to Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT. The clearing cycle described in clause 19.1 will start when we receive the cheque.
- 18.2.7. 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.

19. THIRD PARTY AUTHORITY

Subject to the ISA Regulations, you can authorise another person to operate your Account(s) 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.

20. STATEMENTS

- 20.1. Except in relation to Direct Debit payments, each time you make a deposit or withdrawal, you will be sent a certificate of deposit or a withdrawal advice notice by post.
- 20.2. We will send you a paper statement for your Account annually for the 12 month period ending 5 April. We may change the date of your statement, but you will never be sent a statement dated more than 12 months after the date of the previous statement.
- 20.3. You can ask us to provide you with monthly paper statements or an ad hoc statement at any time.
- 20.4. If an incorrect entry on your Account is identified we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement.
- 20.5. If you ask, we will send you additional details and additional statements (including copies of those previously supplied).

21. FRAUD PREVENTION

- 21.1. 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.

22. RESPONSIBILITIES

22.1. Making payments

- 22.1.1. We will make payments based on the information we require you to provide us as set out in clause 7. 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.
- 22.1.2. 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.
- 22.1.3. 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.
- 22.1.4. 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.

- 22.1.5. 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 22.1.4, 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.
- 22.1.6. If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.
- 22.2. 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.
- 22.3. Liability for unauthorised transactions**
- 22.3.1. Subject to clauses 22.3.2 to 22.3.4 and clause 22.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 22.2 (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.
- 22.3.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your Account.
- 22.3.3. 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 11.3 of the loss or theft of any security or personalised details.
- 22.3.4. 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 11.3, or
 - if we have failed to provide the facilities we describe in clause 11.3 for you to tell us if any of your security details have been lost or stolen.
- 22.4. 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.
- 22.5. Payments into your Account**
- 22.5.1. We can only accept responsibility for payments into your Account after we have received and checked them.
- 22.5.2. 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.
- 23. CHANGING THE TERMS – GENERAL INFORMATION**
- 23.1. We may change interest rates and other Terms in accordance with this clause 23 and clauses 24 to 28.
- 23.2. For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 23 and clauses 24 to 28 and those Additional Conditions, the Additional Conditions will apply.
- 23.3. 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.
- 23.4. Information about our current interest rates is available on our website marksandspencer.com/savings, by telephoning us on 0808 005 5555 (see the introduction to these Cash ISA Terms for details of opening times) or by writing to us. When we change the interest rates on your Account, we will update this information within three Working Days. The old rates will also be available to help you compare rates.
- 24. INTEREST RATES AND INTEREST RATE CHANGES**
- 24.1. The rate of interest currently applicable to your Account is available on our website at marksandspencer.com/isa, by telephoning us on 0808 005 5555 (see the introduction to these Cash ISA Terms for details of opening times) or by writing to us.
- 24.2. Interest will be calculated daily on the balance of your Account. Annual interest as at 5 April will be credited to your Account within 30 days following 5 April.
- 24.3. The calculation of interest will commence on the next day following the date on which a subscription, or an amount transferred in from another ISA manager, is credited to your Account. Interest will be calculated up to and including the date of withdrawal.
- 24.4. Interest will be paid without the deduction of tax.
- 24.5. If you die the tax benefits of a cash ISA cease from the date of death. However, the money in your Account will continue to attract interest. This means that any income which will arise in respect of the Account may be taxable and it will be your estate's responsibility to pay any tax liability to HMRC.
- 24.6. Where we make a change to the rate(s) of interest applied to your Account that is to your disadvantage, we will provide you with at least 14 days' advance personal notice (we will give you longer notice if we are required to do so in order to comply with law, regulation, industry guidance or industry code of practice).
- 24.7. For changes to the rate(s) of interest applied to your Account that are not disadvantageous to you we will notify you personally within 30 days of the change.
- 25. OTHER CHANGES TO THE TERMS**
- 25.1. We may make changes to the Terms by giving you at least two months' advance personal notice.
- 25.2. 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.
- 26. REASONS FOR MAKING CHANGES**
- We may make any change to the Terms under clauses 23 to 25 for all or any of the reasons set out in this clause 26 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 rate 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.
- 27. OTHER REASONS FOR MAKING CHANGES TO THE TERMS**
- Subject to the ISA Regulations, we may also make a change to the Terms under clauses 23 to 25 for any other valid reason that applies and that is not described in clause 26. We will always give you personal notice of any such change.
- 28. WHAT YOU CAN DO WHEN WE TELL YOU ABOUT A CHANGE**
- 28.1. When we give you advance notice of a change we intend to make in accordance with clauses 23 to 25, before the change takes effect, or for changes made in accordance with clause 24.6 up to 2 months after the date of the notice to you, you may end this contract and close your Account in accordance with clause 29. 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 28.2 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.
- 28.2. If you do not accept a change made under clauses 23 to 25, 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 29. There will be no charge for this.
- 29. ENDING THIS CONTRACT AND CLOSING YOUR ACCOUNT**
- 29.1. You can end this contract with us at any time, in writing or by telephoning us.
- 29.2. If this contract is ended in accordance with this clause 29, your Account will close and your agreement with us, consisting of the Terms, will also end and you may instruct us to transfer the Account to another ISA manager in order to retain the tax benefits on your Account. If you do not provide us with

instructions to transfer your Account, we will hold the money in the Account until we receive instructions from you.

- 29.3. Subject to the ISA Regulations, we can end this contract with you and close your Account immediately in the following situations:
- 29.3.1. if your Account no longer satisfies the ISA Regulations (in which case clause 31 will apply); or
- 29.3.2. if you have significantly broken any of the Terms; or
- 29.3.3. 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
- 29.3.4. if there has been or we suspect there has been suspicious activity on your Account; or
- 29.3.5. if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Account; or
- 29.3.6. if you have not satisfied any anti-money laundering requirements; or
- 29.3.7. if we have set up a duplicate Account in error.
- 29.4. We will give you notice in writing immediately after your Account has been closed under clause 29.3.
- 29.5. We may end this contract and close your Account for any other reason by giving you at least two months' written notice.
- 29.6. In the event of your death the tax benefits of a cash ISA will end immediately. This means that any income which will arise in respect of the Account may be taxable and it will be your estate's responsibility to pay any tax liability to HMRC. We will continue to deal with your Account in accordance with these Terms and the instructions received from your legal personal representatives who will become subject to these Terms. Your personal representative(s) must provide us with proof of death and of their appointment.
- 29.7. Following termination, we will carry out any transactions which remain to be completed after your Account has closed in accordance with these Terms.

30. LENDING

It is a requirement of the ISA Regulations that you will be and remain the beneficial owner of the money in your Account. At no time may the money in your Account be used as security for a loan by you or us.

31. VOID ACCOUNTS

- 31.1. We will write to you if all or part of your Account has or will become void because it does not satisfy the ISA Regulations.
- 31.2. Subject to clause 35.3, void subscription(s) to your Account, and any interest credited to your Account relating to the void subscription(s), will be returned to you in the form of a cheque.
- 31.3. We will send any cheque within 30 days of the date we become aware that your Account does not satisfy the ISA Regulations, or the date stated on any notice from HM Revenue & Customs to void subscription(s).

32. CANCELLATION RIGHTS

- 32.1. If you subscribe to the Account, or transfer to the Account from another ISA manager, you will have the right to cancel your Account 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.
- 32.2. You will have 30 days to cancel from the day we open your Account if you have made an application by post or internet. If you have made an application over the telephone the 30 day cancellation period commences on the day you receive the Terms in the post following the telephone call.
- 32.3. If you wish to cancel, you should write to us at Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT or telephone us on 0808 005 5555. You must telephone us or post your instruction within the 30 day period.
- 32.4. FCA rules provide for a 14 day cancellation period. We have adopted a longer period than that required by the FCA to give you the maximum period under the Guidance Notes for ISA Managers issued by HM Revenue & Customs.
- 32.5. If you cancel a subscription, you are entitled to have repaid any money subscribed together with gross interest earned. If following a transfer to us from another ISA manager, you wish to cancel your Account but would like to retain the tax benefits of an ISA, you will have the option of transferring it back to the original ISA manager (if they agree) or to another ISA manager. Alternatively, you may instruct us to withdraw any money transferred to us and pay this to you together with gross interest earned. If you instruct us to withdraw you will lose the tax benefits of a cash ISA.
- 32.6. If you do not exercise your right to cancel current tax year subscriptions to your Account within the 30 day period you will be deemed to have subscribed to your Account for the current tax year, preventing you from subscribing to another cash ISA in the current tax year.
- 32.7. If you have subscribed to both the Variable Rate Savings Option and Fixed Rate Savings Option (when offered) of your Account and you cancel your entire subscription within the 30 day period, you will be deemed not to have subscribed to a cash ISA. Following the cancellation of your entire subscription, and providing you continue to be eligible to subscribe to an ISA, you will be able to subscribe to another cash ISA within the same tax year. However, if you subscribe to both options and only cancel one, you will be deemed to have subscribed to a cash ISA for that tax year, preventing you from subscribing to another cash ISA in

that same tax year. The tax year ends on 5 April each year and in order to subscribe to another cash ISA in the current tax year you must cancel the existing cash ISA and complete the subscription to the new cash ISA before this deadline.

- 32.8. There are no charges for cancelling the Account.

33. TRANSFERS

- 33.1. You can transfer into the Variable Rate Savings Option:

- cash ISAs that you hold with other ISA managers; and
- stocks and shares ISAs you hold with us and with other ISA managers.

When the Fixed Rate Savings Option is offered, and subject to such offer remaining open, you can transfer into the Fixed Rate Savings Option:

- cash ISAs that you hold with other ISA managers; and
- stocks and shares ISAs you hold with us and with other ISA managers.

All such transfers must be made in cash (where you are transferring in a stocks and shares ISA, your stocks and shares ISA manager will, after receiving the instruction to transfer, sell your units and/or shares and make the transfer in cash to us). Any current tax year subscriptions must be transferred in whole. Any previous tax year subscriptions may be transferred in whole or in part.

- 33.2. At any time you may transfer subscriptions in your Account held in a fixed rate bond under the Fixed Rate Savings Option in whole (but not in part) to another ISA manager to be held in another cash ISA and/or stocks and shares ISA (subject to agreement from the new ISA manager). If you do this before the maturity date of the relevant fixed rate bond, you may have to pay a charge in accordance with the Fixed Rate Savings (Cash ISA) Terms.
- 33.3. At any time you may transfer current tax year subscriptions in your Account held under the Variable Rate Savings Option in whole, and/or previous tax year subscriptions in your Account held under the Variable Rate Savings Option in whole or in part, to another ISA manager to be held in another cash ISA and/or stocks and shares ISA (subject to agreement from the new ISA manager).
- 33.4. Within five Working Days of us receiving both your instructions in writing to make a transfer, and confirmation from the new ISA manager that they are prepared to accept the transfer, we will transfer to the new ISA manager the subscriptions specified in the transfer instructions together with all required information and, where appropriate, all rights and obligations relating to your Account.
- 34. WITHDRAWALS**
- 34.1. On your instructions and within a time stipulated by you, a partial or full withdrawal of the funds held in your Account may be made.
- 34.2. The minimum amount you can withdraw is £10, unless the balance on your Account is less, in which case any withdrawal must be of the entire remaining balance.
- 34.3. A withdrawal may be made against a subscription credited to your Account after the following period has lapsed following receipt of the subscription:
- 34.3.1. five Working Days for payment by Direct Debit,
- 34.3.2. three Working Days for a payment by debit card, and
- 34.3.3. six Working Days for a payment by cheque.
- These periods are indicative only and withdrawals are subject to cleared funds being available in the Account. Please note that the central clearing system normally takes six Working Days.
- 34.4. The time stipulated by you in clause 34.1 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.
- 34.5. Payment will be made by cheque made payable to you or direct to your bank or building society account. Withdrawals cannot be made by standing order or Direct Debit. Under limited circumstances we may refund a debit card payment made into the Account.
- 34.6. Once you have subscribed the maximum permitted under clause 4 for a current tax year, if during that tax year you then withdraw an amount you cannot then pay it or a portion of it back into your Account during that tax year.
- 34.7. If you make a withdrawal that reduces the balance on your Account to nil unless you also have an active Direct Debit or other forms of payment into your Account, this will be notice from you to us that you want to end your contract and close your Account immediately. If during the same tax year you wish to resume subscriptions, and you are eligible to do so, we will re-open your Account.
- 34.8. If you hold the Fixed Rate Savings Option, you can only make a full withdrawal before the maturity date, no partial withdrawals are permitted and you will have to pay the early withdrawal fee described in the Fixed Rate Savings (Cash ISA) Terms.
- 35. TAX**
- 35.1. The value of any of the tax benefits on your Account depends on your own personal circumstances. The tax benefits of ISAs may be changed in the future.
- 35.2. Any reference to tax is based on our understanding of current UK tax law and HM Revenue & Customs practice which may change.

35.3. In the event of your death (see clauses 24 and 29) or your Account becoming void (see clause 31), we reserve the right under these Terms to deduct a sufficient amount of funds from your Account to pay any tax liability you may have. This shall only apply in respect of any tax liabilities which have arisen in relation to credit interest payments made to you on or prior to 5 April 2016. Where you have incurred a tax liability in respect of credit interest payments made to you on or after 6 April 2016 we will not deduct any amount in respect of these liabilities and it shall be your (or your estate's) responsibility to account to HMRC for the full amount of such liabilities.

36. 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 36.

This clause 36 will continue to apply even if this agreement is ended by you or us.

This clause 36 takes priority over any conflicting or inconsistent term of any other service or product between you and us.

36.1. 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.

36.2. 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.

36.3. 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 36.2 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 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.

36.4. 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.

36.5. 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.

36.6. 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 36 (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.

36.7. 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.

36.8. 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.

36.9. 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 us 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.

36.10. 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 36 will continue to apply even if this agreement is ended by you or us.

37. NOTICE

- 37.1. You must send any written notices to Savings and Investments department, M&S Bank, Kings Meadow, Chester, CH99 9UT.
- 37.2. 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 your application or any other address of which you later notify us.
- 37.3. Events detailed in these terms and conditions will be carried out on the dates specified unless the date is a non-Working Day when they will be carried out on the next Working Day, subject to circumstances beyond our control.

38. TRANSFERRING OF OUR DUTIES

We may transfer our responsibilities as ISA manager to any company of the HSBC Group which is approved under the ISA Regulations as an ISA manager, if that other group company writes to you and undertakes to carry out all our duties and obligations in respect of your Account. If it does so, you agree that we will be released from all those duties and obligations that the new manager has undertaken to carry out.

39. DELEGATION

Subject to the rules of the FCA, the Prudential Regulation Authority (PRA) and the ISA Regulations, we may delegate any of our functions or responsibilities under these Terms to any person, provided by before doing so we satisfy ourselves that such person is competent to carry out those functions and responsibilities.

40. COMPLAINTS

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. 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 fixed line eg landline or from 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.

41. 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 002 2222, 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.

42. COMMITMENT TO CAT STANDARDS

This section applies if your first subscription to your Account subject to a variable rate of interest occurred between 6 April 1999 and 5 April 2005.

- 42.1. The government has set standards to help investors identify simple ISA products which offer a fair deal. These are voluntary standards for charges, access and terms.
- 42.2. Full details of the CAT standards can be obtained by calling us on 0808 005 5555. We will maintain the CAT standard for your Account subject to a variable rate of interest.

- 42.3. In the event that it is not possible to maintain the CAT standard for your Account subject to a variable rate of interest to which you have subscribed, if you choose, we will arrange to transfer the Account to another ISA manager offering equivalent or better terms.
- 42.4. We will give you three months' notice of ceasing to offer the CAT standard Account subject to a variable rate of interest including the reasons for the decision and will state whether this is a temporary or permanent change. In exceptional circumstances this period may be less than three months.
- 42.5. We may decide at any time that we no longer wish to accept further subscriptions from existing investors into the CAT standard Account subject to a variable rate of interest. We shall give you not less than one month's notice of this change.

43. COMPLIANCE

We are authorised to do anything necessary to comply with any legislation or regulations which may affect the Account. In particular, we may account for any tax and give any information about the Account to HM Revenue & Customs, the FCA, the PRA or their successors or any other regulatory body as required.

44. SAVINGS OPTIONS

We reserve the right to offer other savings options under these Terms, which are qualifying investments under the ISA Regulations. Additional Conditions may be issued for such investments.

45. GOVERNING LAW

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

ADDITIONAL TERMS

The following terms and conditions are in addition to the M&S Cash Individual Savings Account Terms and Conditions (Cash ISA Terms) and should be read in conjunction with them.

- From 22 January 2009 to 9 February 2010, the Variable Rate Savings Option consisted of two separate options, the Tracker Cash ISA option and the Advantage Cash ISA option. From 9 February 2010 a third option has been added, the Flexi Cash ISA option. All balances held in the Variable Rate Savings Option up to 21 January 2009, are held in the Tracker Cash ISA option.
- New subscriptions and/or transfers to us from another ISA manager into the Variable Rate Savings Option can be held in the:
 - Tracker Cash ISA option (subject to clause 3 below), and/or
 - Advantage Cash ISA option, and/or
 - Flexi Cash ISA option (subject to clause 4 below)You must tell us which option you want your money paid into.
- You can only make new subscriptions and/or transfers to us from another ISA manager into the Tracker Cash ISA option if you already hold a balance in the Tracker Cash ISA option.
- From 1 March 2012 you can only make new subscriptions and/or transfers to us from another ISA manager into the Flexi Cash ISA option if you already hold a balance in the Flexi Cash ISA option.
- You cannot switch all or part of the balance held in the Tracker Cash ISA option to the Flexi Cash ISA option.
- You cannot switch all or part of the balance held in the Advantage Cash ISA option to the Flexi Cash ISA option.
- You can only switch all or part of any balance held in the Advantage Cash ISA option or the Flexi Cash ISA option to the Tracker Cash ISA option if you already hold a balance in the Tracker Cash ISA option.
- You can only switch a deposit in our Fixed Rate Savings Option to the Tracker Cash ISA option if you already have a balance in the Tracker Cash ISA option.
- You can only switch a deposit in our Fixed Rate Savings Option to the Flexi Cash ISA option if you already have a balance in the Flexi Cash ISA option.
- Clause 24.6 of the Cash ISA Terms will apply to the Tracker Cash ISA option, Advantage Cash ISA option and Flexi Cash ISA option.
- We guarantee that the interest rate on our Tracker Cash ISA option will at least equal the Bank of England base rate until 1 January 2016. Clause 25.6 of the Cash ISA Terms will apply to the Tracker Cash ISA option, Advantage Cash ISA option and Flexi Cash ISA option.
- Interest will be calculated daily on any balance in the Flexi Cash ISA option. Annual interest as at the anniversary of the date of your first subscription or transfer into the Flexi Cash ISA option, or the next Working Day if the anniversary date of your first subscription or transfer in is not a Working Day, will be credited to your Account within 30 days following the anniversary date. This paragraph replaces clause 25.2 of the Cash ISA Terms in respect of the Flexi Cash ISA option only.

Please call 0808 002 2222 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 06/04/2016