

Terms and conditions

EFFECTIVE FROM 6 April 2016

Your agreement with us consists of these M&S Everyday Savings Account Terms and Conditions ("Everyday Savings Terms") and any Additional Conditions.

Additional Conditions include the following, as applicable to your Account/Service:

- 1) all interest rates that apply to your Account which are covered in the summary box in the Everyday Savings Account brochure applicable to your Account (you will be given this when you apply for the Account from us) and 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 Everyday Savings Terms, then the Additional Conditions will apply.

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 0345 900 0900 (textphone 0345 300 1815) in the UK or +44 1244 879080 from abroad. Lines are open 24 hours a day, 7 days a week.

1. DEFINITIONS

"Account" means your M&S Everyday Savings Account;

"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;

"Branch(es)" means branches of Marks & Spencer Financial Services plc within M&S stores in the United Kingdom. These may also be called "bank(s) in store";

"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;

"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;

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

"Paying-in Machines" means self-service machines that belong to us and HSBC Bank that allow you to deposit sterling bank notes and cheques for payment into your Account;

"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;

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

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

"Terms" mean both our "Everyday Savings Terms" and any Additional Conditions;

"We/us/our/ours" means Marks & Spencer Financial Services plc (M&SFS) trading as M&S Bank, their successors or anyone else appointed to operate your Account;

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

"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. ELIGIBILITY

- 3.1. All Accounts must be held in a single name. Joint Accounts are not permitted.
- 3.2. Only one Account per person is permitted.

4. INTEREST AND TAX

- 4.1. Interest will be calculated daily on the cleared balance of your Account. Monthly interest as at the 5th of each month will be credited to your Account within 30 days following the 5th of each month.
- 4.2. Interest will be paid gross.

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

- 5.1. Faster bill payments – these are sterling payments directly to another account in the UK, Channel Islands and Isle of Man, which are sent via the faster payments service. Faster bill payments from your Account can only be made to one other bank or building society account which you nominate to receive withdrawals from your Account (your nominated account).

These payments are available only if the Recipient Bank is able to accept payments in this way. We will tell you if they cannot when you ask us to make the payment (for future dated payments we are not able to guarantee that, when the payment is sent, the Recipient Bank will still be able to accept faster bill payments). If the Recipient Bank does not accept faster bill payments then we may automatically send your payment by Electronic Fund Transfer instead if this is appropriate.

You can only nominate an account by speaking to a Customer Service Representative in one of our Branches or by calling Telephone Banking (see clause 8.3) and providing them with details of the Recipient Bank, the sort code and account number and name(s) of the account holders. We will need to verify your nominated account and you will need to provide such verification documents as we may request so that we can do this. You can only nominate another bank or building society account which you hold solely or jointly with another person. 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. All bill payments into your Account must come from an account that you are a party to.

- 5.2. 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.
- 5.3. Standing orders – regular payments in sterling within the UK from a bank or building society account held solely by you, or which you hold jointly with another person, into your Account for a defined or undefined period. You cannot make standing orders out of your Account.
- 5.4. Internal transfers – sterling transfers made between UK accounts held with us in your name, including joint accounts.
- 5.5. Cash payments in – cash deposits into your Account.
- 5.6. Cheques drawn on a UK bank or building society account and made payable to you can be paid into your Account.
- 5.7. 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.
- 5.8. All payments into your Account must be in sterling.
- 5.9. The minimum amount of each payment you can make into the Account is £1. The maximum amount of each payment you can make into the Account is £1,000,000.

6. INFORMATION YOU NEED TO PROVIDE WHEN YOU MAKE A FASTER BILL PAYMENT, ELECTRONIC FUND TRANSFER AND INTERNAL TRANSFERS FROM YOUR ACCOUNT

- 6.1. Unless clause 6.2 applies, you must provide us with all the following details to enable us to make the payment:
 - the sort code and account number for your nominated account;

- the date the payment is to be deducted from your Account;
- the account holders of the nominated account; and
- the amount of the payment.

- 6.2. If you have already provided us with details of your nominated account then we can make the payment if you provide us with the sort code and account number for your nominated account.
- 6.3. We use payment systems to send electronic payments. Payment systems will only use the sort code and account number of your nominated account when sending a payment. All other information you have provided such as the name of the nominated account holder will be sent to the Recipient Bank but will not be used when the payment is applied to the nominated account. You must make sure that you provide us with the correct sort code and account number because if you don't it is likely that your payment will not reach the nominated account.

7. INTERNET BANKING

You will need to log in and insert your user name, a random selection of digits from your security number and certain other security information that is personal to you that we request. We may notify you from time to time of changes in the security information we may require for accessing Internet Banking. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

8. TELEPHONE BANKING

- 8.1. Clause 8 applies to your use of Telephone Banking 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 Telephone Banking 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.
- 8.2. Telephone Banking is available, provided you have a touch-tone telephone and your identity can be verified by using a Telephone Security Number when using our Automated Telephone Service or by speaking to a Customer Service Representative and completing security procedures. You will be asked to create a Telephone Security Number when you apply for your Account by telephone or you can create this later. The number must be between six and ten digits long.
- 8.3. To use Telephone Banking, telephone us on 0345 900 0900 (textphone 0345 300 1815) in the UK or +44 1244 879080 from abroad. Lines are open 24 hours a day, 7 days a week. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.
- 8.4. Automated Telephone Service enables you to:
 - obtain your balance;
 - set up a Telephone Security Number;
 - transfer money between certain accounts;
 - make a faster bill payment or Electronic Fund Transfer, provided you have already nominated an account to which faster bill payments or Electronic Fund Transfers can be made; and
 - speak with an assistant in relation to other enquiries.

8.5. Your instructions

- 8.5.1. You can make internal transfers, faster bill payments or Electronic Fund Transfers through Telephone Banking once you have completed our security procedures by either:
 - 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. Your confirmation will be your agreement for us to make the payment; or

- using Automated Telephone Service. You must provide the payment details using your telephone keypad. We will repeat the payment details before asking you to confirm them by pressing a button on your telephone keypad. Your confirmation will be your agreement for us to make the payment.

8.5.2. 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. Please also see clause 22.3 which sets out details of our liability for unauthorised transactions.

8.5.3. 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.

8.6. Using textphone

If you wish you can use a textphone machine to access Telephone Banking. We will contact you on your textphone to set up your security number and security details.

9. BRANCH

If you are making a payment in Branch, we will make the payment when you confirm that the information you have given us is correct.

You can make cash and cheque deposits in Branch. You can make cash withdrawals in our Branches in exceptional circumstances provided you produce such identification evidence as we may request. We will pay the cash to you once you have confirmed the amount you want to withdraw.

10. PAYING-IN MACHINES

You can pay cash and cheques into your Account at Paying-in Machines. To make a payment in using a Paying-in Machine, you must use the keypad to enter your sort code and Account number and you must then enter the payment details and confirm that you want the payment to be made. This will be your agreement for us to make the payment.

11. POST

To make a payment by post, you must send a letter addressed to us or to any of our Branches. You must set out all the details we tell you we need to make the relevant payment (please see clauses 5 and 6) and you must sign the letter (your signature must match the signature we hold for you). 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 Telephone Banking and Internet Banking in accordance with the Terms. Internet Banking is also subject to its own terms and conditions provided to you when registering for the service.

12.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including security numbers, passwords or other details which allow you to use Internet Banking and Telephone Banking). These precautions include but are not limited to:

General

- 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, an account aggregation service, or and us, except your

security details when registering for or resetting your Telephone Banking and Internet Banking security details (but even then do not disclose in full);

- 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 will never ask you for more than two digits of your Telephone Security Number. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
- when we call you, we will never ask for details of your Telephone Security Number 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, 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.

If using a textphone

- always clear your textphone's memory after every conversation with us;
- ensure that you tear out and destroy any printed record of your security number or personal security details from any printer attached to your textphone; and
- keep your textphone properly operational.

Internet Banking

- keep your personal computer secure by using antivirus and anti-spyware software and a personal firewall;
 - keep your passwords safe – we will never ask you for your Internet Banking password information in full;
 - always access Internet Banking by typing in marksandspencer.com/bank to your web browser, never go to an internet banking site from a link in an email and then enter personal details;
 - never access Internet Banking from any computer connected to a local area network (LAN) or any public internet access device or access point without first making sure that no one else will be able to observe or copy your access or get access to Internet Banking by pretending to be you;
 - never record any password details on any software which retains it automatically (eg any computer screen prompts or 'save password' feature or the line on your internet browser);
 - once you have logged in to Internet Banking, do not leave the electronic media from which you have accessed it or let anyone else use the electronic media until you have logged out; and
 - follow all security measures recommended by the manufacturer of the electronic media you use to access Internet Banking, eg the use of personal identification numbers for mobile telephones with internet access.
- 12.3. If any security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling 0345 900 0900 (textphone 0345 300 1815) in the UK or +44 1244 879080 from abroad (lines are open 24 hours every day). To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.
- 12.4. If asked, you must confirm in writing the loss or theft of your security details relating to Internet Banking or Telephone Banking.

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 passwords, Telephone Security Number, 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 Account if you authorise it in any of the ways set out in the Everyday Savings Terms and there are cleared funds in your Account. There may be a delay in carrying out your instructions while fraud prevention checks take place.

13.2. Where the payment is to be made in the future, you must make sure that you have met the conditions in clause 13.1 at the start of the day the payment is due to be made (ie 00.01).

13.3. If you do not meet the requirements set out in clause 13.1, we may still make the payment if, before 15.30 on the day the payment is due to be made, if:

- you pay in sufficient funds; and
- either call us on the number set out in clause 8.3 or contact one of our Branches to confirm that this has been done; and
- there is still sufficient available balance to make the payment at 15.30.

We may have to make the payment in a different way, for example, a faster bill payment may be made as a Electronic Fund Transfer. We will advise you of this at the time.

13.4. 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 Everyday Savings Terms have not been met; or
- if the payment would exceed any limits we may set (please see clause 16.1 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;
- if it would lead to your Account going overdrawn; or
- if we are not able to send the payment by one of the payment methods we use.

13.5. If we refuse to make a payment that you have requested: if you have requested the payment via Automated Telephone Service you will normally be told when you request the payment unless we suspect fraud or it would otherwise be unlawful. Please see clause 21 for details about our fraud prevention measures and what we do if we suspect fraud. If we suspect fraud we will telephone you, if we are unable to get in touch with you we will apply a block to your Account and will write to confirm. 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.

13.6. You must not borrow on your Account.

14. INTEREST ON PAYMENTS YOU MAKE AND RECEIVE

14.1. You will receive interest up to the time the payment is deducted from your Account.

14.2. Interest will be calculated on payments into your Account once the payment has been added to your Account and will be paid into your Account 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 (or calendar day for faster bill payments, which can be made on any day) a payment or a payment instruction is treated as received by us on that Working Day (or calendar day, as appropriate). This means 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, or for faster bill payments, the following calendar 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 or, for faster bill payments, the following calendar 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. If you send us a payment instruction in the post, we will treat your instruction as received when we open your letter.

15.2. The maximum execution time (the time it takes for the payment to reach the Recipient Bank), is set out in clause 16. 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 at 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, UK time.

16. WITHDRAWALS – INTERNAL TRANSFERS, 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	Payment limit	Can you arrange a payment to be sent on a future date?
Faster bill payments	Internet Banking Telephone Banking Branch	11.30pm	Same day	Minimum £1*	Yes through Internet Banking, Telephone Banking and in Branch. You can cancel the payment by Internet Banking, Telephone Banking or in Branch if you tell us by 11.45pm the day before the payment is due to be made
Electronic Fund Transfers (CHAPS)	Internet Banking Telephone Banking Branch	2.30pm	Same day	Minimum £1*	Yes through Internet Banking, and in Branch. You can cancel the payment by Internet Banking, Telephone Banking or in Branch if you tell us by 3pm the working day before the payment is due to be made
Internal transfers	Internet Banking Telephone Banking Branch	11.45pm	Immediate	Minimum £1*	Yes through Internet Banking, Telephone Banking and in Branch. You can cancel the payment by Internet Banking, Telephone Banking or Branch if you tell us by 11.45pm the day before the payment is due to be made

*The minimum amount is £1, unless the balance on your Account is less than £1, in which case any withdrawal must be of the entire remaining balance.

- 16.1. 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.
- 16.2. If a standing order that is made to your Account is returned unpaid, the amount of the standing order will be deducted from your Account before 3.30pm on the day the standing order is credited to your Account. Standing orders sent via the faster payments system cannot be returned unpaid.

17. CASH PAYMENTS IN

- 17.1. You can pay cash in at one of our Branches or at one of our Paying-in Machines that allow payments to be made into your Account. You can also pay cash in over the counter at any HSBC branch. You must complete a paying-in slip to do this. You must not send cash to us by post.
- 17.2. If you pay only cash into your Account at one of our Branches or HSBC branches, it will be credited to your Account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes on the same day.
- 17.3. If you pay in cash using one of our Paying-in Machines or a HSBC Bank Paying-in Machine, provided you pay in before the cut-off time displayed on the machine, it will be credited to your Account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same Working Day. If the cut-off time is missed, your money will be credited to your Account the next time the Paying-in Machine is opened and we receive and check your deposit, which is usually the next Working Day. Some Paying-in Machines will automatically count the money you deposit and it will be credited to your Account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes on the same day.
- 17.4. If you have a mixture of cash and cheques to pay into your Account you will have to pay these in separately using separate paying-in slips.

18. CHEQUES

18.1. Clearing cheques

- 18.1.1. The 'central clearing cycle' (normally 3 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) paid into English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. Payments may take longer through some financial institutions.
- 18.1.2. When you pay a cheque into your Account, you will normally have to wait three 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 that Thursday. 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. So, if you pay in a cheque via a Paying-in Machine after the cut-off time displayed in Branches, we will not process your cheque until the following Working Day. If you post a cheque to us we will process your cheque on the day we receive it. 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 two Working Days after they have been paid in, eg on Wednesday if paid in on a Monday.
- 18.1.4. If you pay a cheque into your Account by post, you will normally have to wait three Working Days after the day we receive it before you can withdraw the money.

18.2. Cheques returned unpaid and paying in cheques

- 18.2.1. The bank or building society 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 available balance. When a cheque is returned unpaid, it will usually happen three or four 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. Depending on the reason given for the cheque being unpaid, we will either ask for payment again from the bank or building society of the person who issued it, or return it to you. We will only ask for payment on one further occasion from the applicable bank or building society. The central clearing cycle described in 18.1.1 will restart should we re-present the cheque to the applicable bank/building society.
- 18.2.3. Clauses 18.2.4 and 18.2.5 apply to sterling cheques paid in at and drawn on English, Scottish, Welsh or Northern Ireland 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 9.00am on the seventh Working Day. For example, if you pay a cheque into your Account on Monday, your Account will not be debited after 9.00am 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 you.
- 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.
- 18.2.8. Your name, address, sort code and account number must be detailed on sterling cheques paid into your Account following Account opening.

19. THIRD PARTY AUTHORITY

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. Unless you choose to view statements for your Account electronically using Internet Banking and as a result not to receive paper statements, we will send you a paper statement for your Account annually for the 12 month period ending on the anniversary of your Account being opened. We may change the annual date of your statement but you will never be sent a statement dated more than 12 months after the date of a previous statement. We recommend that you print or save statements you receive electronically.
- 20.2. If one or more payments have been made from or to your Account in any month and you would not normally receive a statement that month, you can telephone us and ask us to provide you with a paper statement for that month.
- 20.3. 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.
- 20.4. If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or 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 6. 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. It is the Recipient Bank's responsibility to make sure a payment we have sent to them 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 for making available the payment and crediting your nominated 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 or when they are available online. To help us prevent fraud, you must tell us immediately by calling us 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 security details (including security numbers, passwords or other details which allow you to use Internet Banking and Telephone Banking) or 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 Telephone Banking and/or Internet Banking 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.
- 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 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.

22.4. Abnormal and unforeseen circumstances

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

- 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 will only process payments into your Account using the BIC (the SWIFT Bank Identifier Code) address, sort code or national bank code and the account number or IBAN (International Bank Account Number) provided. We can only accept responsibility for payments into your Account after we have received and checked them.

22.5.2. If you pay two or more items into your Account using a paying-in slip you must add these up correctly on the paying-in slip. If, when we process the payments-in, we notice that the total amount of the items is added up incorrectly on the paying-in slip and the difference is over £1, we will add the correct amount to your Account. We will tell you we have done this. If the difference is £1 or less we may not carry out the correction or tell you.

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.

22.6. Suspension of Telephone Banking or Internet Banking

22.6.1. We may, at any time, suspend your use of Telephone Banking or Internet Banking if we have reasonable grounds which relate to the security of, or the suspected unauthorised or fraudulent use of, Telephone Banking or Internet Banking.

22.6.2. We will normally give you advance notice (either in writing, or by phone) if we are going to suspend your use of Telephone Banking or Internet Banking. We will tell you why we are taking this action but we will not give you notice or details of the reason for the suspension if this would compromise our reasonable security measures or if it is unlawful to do so. We may occasionally suspend your use of Telephone Banking or Internet Banking without notifying you where we have been unable to contact you in advance. We may also suspend your use of Telephone Banking or Internet Banking due to national or European legal obligations that apply to us.

22.6.3. You can ask us to lift any suspension of your use of Telephone Banking or Internet Banking by calling us.

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 27.
- 23.2. When we tell you about a change personally, we may do this by post, a message on your statement, email or secure emessage or a leaflet enclosed with your statement.
- 23.3. Information about our current interest rates is available on our website marksandspencer.com/savings, by telephoning us on 0345 900 0900 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 RATE CHANGES

- 24.1. We may change interest rates applied to money you have with us in your Account in the following ways:
- 24.1.1. if the change is favourable to you, by, within 30 days of the change, telling you about it personally; and
- 24.1.2. if the change is not favourable to you, by telling you about it personally at least two months in advance of making the change.

25. OTHER CHANGES TO THE TERMS

- 25.1. We may make changes to the Everyday Savings Terms, including changes to the basis on which we charge for operating/providing your Account/Service(s), 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 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.

27. OTHER REASONS FOR MAKING CHANGES TO THE TERMS

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 27, before the change takes effect 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 27, then you must tell us before the change takes effect and we will treat this as notice from you to 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.
- 29.3. We can end this contract with you and close your Account immediately in the following situations:
- 29.3.1. if you have seriously or persistently broken any of the Terms, including where:
- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
 - your Account is, or we reasonably suspect your Account is, being used for an illegal purpose; or
 - you are, or we reasonably suspect you may be, acting fraudulently; or
 - your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your Account; or
 - you were not entitled to open your Account or take out your service; or
 - you have not provided us with adequate information required under clause 35.3; or
- 29.3.2. if we reasonably consider that by continuing the contract:
- we may break a law, regulation, code, court order or other duty; or
 - we, or another HSBC Group company, may be exposed to action or censure from any government, regulator or law enforcement agency.

29.3.3. 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. If we close your Account we will repay any credit balance including interest up to the date of closure to you.
- 29.7. In the event of your death, we may require a grant of probate or grant of representation issued by the authorities before releasing any monies in your Account to your personal representatives.

30. CANCELLATION RIGHTS

- 30.1. You have the right to cancel your Account. You will have 14 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 14 day cancellation period commences on the day you receive the Terms in the post following the telephone call.
- 30.2. If you cancel your Account, you are entitled to have repaid any money held in your Account together with interest earned.
- 30.3. If you wish to cancel, you should write to us at M&S Bank, Kings Meadow, Chester, CH99 9LZ or telephone us on 0345 900 0900. You must telephone us or post your instruction within the 14 day period.
- 30.4. There are no charges for cancelling the Account.

31. OUR RIGHT OF "SET-OFF"

- 31.1. If:
- any accounts you hold with us in your sole name and which you hold jointly with another person(s) are in credit; and
 - you have failed to pay us any amount which you owe on any other accounts you hold with us (in your sole name or which you hold jointly with another person(s)) anywhere (including any card accounts) or any other amount you owe us we may use the money you hold with us to reduce or repay the amount which you owe us.
- This is called our right of "set-off".

31.2. We can use our right of set-off as follows:

If account in credit held in name of:	A	A
Then right of set-off can be applied against amounts owed on accounts held by:	A	A and B jointly

- 31.3. In addition, if any accounts you hold with us (in your sole name or which you hold jointly with another person(s)) are in credit we may use that money to repay any amount you owe on any other account (in your sole name or which you hold jointly with another person(s)) with any other company in the HSBC Group anywhere (unless we are prevented from doing so by law).
- 31.4. We will not use our right of set-off:
- against any money which we hold in an account in your name which you have advised us is not yours; or
 - against any money which we are required to hold by law in an account in your name for someone else, or
 - in any way that contravenes any law, regulation, code of conduct or industry guidance.
- 31.5. If we are contemplating using our right of set-off:
- we will always remind you of our rights by providing you with general information about our set-off rights and the circumstances in which we may exercise them at least 14 days in advance; and
 - in doing so, we may (and you irrevocably authorise us to) convert to sterling any balance that is in a currency other than sterling at the M&S Bank exchange rate that applies at the time.

32. CHANGES TO YOUR PERSONAL DETAILS

You must immediately:

- 32.1. Inform us in writing of any change to your name. Your instructions must be accompanied by documentation that we ask for to satisfy us of the change.
- 32.2. Inform us by telephone or by Internet Banking of any change to your home address, telephone numbers (home, work or mobile), or email address.
- 32.3. Provide us with any additional information we are required to obtain to operate your Account or which we reasonably request.

33. NOTICES

- 33.1. You must send any written notices to M&S Bank, Kings Meadow, Chester, CH99 9LZ.
- 33.2. 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.

34. TRANSFERRING RIGHTS AND OBLIGATIONS

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 equally as well as us and who is authorised by the Prudential Regulatory Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulatory 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 your Account or deposit.

35. 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 35 will continue to apply even if this agreement is ended by you or us.

This clause 35 takes priority over any conflicting or inconsistent term of any other Service or product between you and us.

35.1. 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.

35.2. 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.

35.3. 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 35.2 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.

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.

35.4. 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.

35.5. 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.

35.6. 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 or disclose process Customer Information for the purposes set out in this clause 35 (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.

35.7. 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.

35.8. 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.

35.9. 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.

35.10. 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 35 will continue to apply even if this agreement is ended by you or us.

36. BRANCH CHANGES

We may change our Branch opening hours by giving you notice in our Branches. If we plan to close or move a Branch we will provide at least 12 weeks' notice by way of a notice in the affected Branch. We will also publicise the closure in local media.

37. YOUR STATUTORY RIGHTS

Nothing in the Terms will reduce your statutory rights including your rights relating to misdescribed accounts or services, the fairness of terms on which they are provided to you, any rights you may have to close your Account and/or claim compensation. For further information about your statutory rights contact your local authority, Trading Standards Department or the Citizens Advice Bureau.

38. GOVERNING LAW AND LANGUAGE

For accounts opened in the UK (except Scotland), the Terms are governed by the laws of England and Wales as are our dealings with you until the time your Account is opened. For accounts opened in Scotland, Scottish law will apply. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales or Scotland as applicable. The Terms are in English and all communications will be sent to you in English.

General information

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 0345 900 0900. 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.

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 0345 900 0900, 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.

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be recorded for security, training and monitoring purposes. 03 numbers are charged at the same rate as a standard 01 or 02 landline number, even when calling from a mobile. Calls to 03 numbers will normally be part of any inclusive minutes provided with phone packages. You should check this with your service provider. M&S Bank is a trading name of Marks & Spencer Financial Services plc. Registered in England No. 1772585. Registered office, Kings Meadow, Chester, CH99 9FB. A wholly owned subsidiary of HSBC Bank plc. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Marks & Spencer Financial Services plc is entered in the Financial Services Register under reference number 151427. Marks & Spencer is a registered trademark of Marks and Spencer plc and is used under licence. © Marks & Spencer Financial Services plc 2016. All rights reserved.

Effective from 6 April 2016

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