

ST. JAMES'S PLACE BANK  
CONDITIONS NOVEMBER 2011



ST. JAMES'S PLACE  
BANK



# INTRODUCTION



This booklet sets out how your St. James's Place Bank account works and the conditions that apply to it and the facilities within it.

If you apply to open a new St. James's Place Bank account on or after 13th November 2011, this edition of the St. James's Place Bank conditions will apply to your St. James's Place Bank account from the day it is opened.

St. James's Place Bank has stopped providing new current accounts and mortgages except in limited circumstances, but continues to provide savings products to new and existing clients.

If you already have a St. James's Place Bank account or you applied to open a new St. James's Place Bank account before 13th November 2011 but the account has not been opened, then the relevant conditions within sections A to D of this edition of the St. James's Place Bank conditions will apply to your St. James's Place Bank account from the date we say in the letter we send you telling you that the St. James's Place Bank conditions November 2011 will apply to your St. James's Place Bank account.

Section D, called "Payment services contract", is included to comply with the law concerning payment services which governs the information which we must give you when you make a payment transaction and the way in which the transactions are carried out. This law does not affect any personal loan or mortgage facility in your St. James's Place Bank account.

We have no power to change the conditions in sections E and F, which apply to any personal loan or mortgage facility in your St. James's Place Bank account. This means that, unless you and we agree or have already agreed otherwise, any personal loan or mortgage facility in your St. James's Place Bank account (whenever opened) will be governed by section E or section F of the edition of the St. James's Place Bank conditions which governed your St. James's Place Bank account when you applied to open the personal loan or mortgage facility.

## GENERAL POINTS TO NOTE

St. James's Place Bank is a division of Bank of Scotland plc which is authorised for accepting deposits by the Financial Services Authority. It is registered in the FSA's register with register number 169628.

Bank of Scotland is licensed under the Consumer Credit Act by the Office of Fair Trading under licence number 0593292.

We also subscribe to the Lending Code. Details can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

We aim to please – but we know that sometimes things go wrong. If you have a problem or complaint concerning your St. James's Place Bank account we want to know. In most cases this can be dealt with by telephoning 0845 602 6200. If your complaint is not resolved to your satisfaction, then call the same number where you will be referred to Client Relations or Client Care. A copy of our complaints procedure is available on request. Complaints we cannot settle may be referred to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall London E14 9SR.

To report the loss of your debit card please telephone 0845 606 0262 (+44 1506 593014 from abroad)

To report that your personal security details may have been compromised telephone 0845 602 6200 (+44 1506 593004)

## CANCELLATION

For your current account facility and your savings facility you have 14 days starting from the day after your agreement is concluded to give us notice that you wish to cancel. Notice should be given in writing to St. James's Place Bank P.O Box 17317, Edinburgh EH12 1AZ. You will have to repay any overdraft fees incurred, within 30 days of giving us notice to cancel.

## IMPORTANT INFORMATION

### YOUR PERSONAL INFORMATION

Since 19th January 2009, the Lloyds TSB Group and HBOS Group have been part of the Lloyds Banking Group. The Lloyds Banking Group includes Bank of Scotland plc and a number of other companies using brands including Lloyds TSB and Halifax and their associated companies.

### HOW LLOYDS BANKING GROUP COMPANIES USE YOUR PERSONAL INFORMATION

Lloyds Banking Group companies may store and use your personal information for:

- (a) providing you with products and services and notifying you about other important changes or developments to the features and operation of those products and services;
- (b) updating, consolidating and improving the accuracy of our records;
- (c) crime detection, prevention and prosecution;
- (d) responding to your enquiries and complaints;
- (e) administering offers, competitions and promotions;
- (f) evaluating the effectiveness of marketing and for market research, training, statistical analysis and client modelling with the aim of improving services;
- (g) assessing lending risks across the Lloyds Banking Group;
- (h) identifying products and services which we believe may be of interest to you;
- (i) managing your relationship with Lloyds Banking Group companies.

Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used.

PLEASE KEEP THIS BOOKLET SAFE IN CASE YOU NEED TO REFER TO THE CONDITIONS THAT APPLY TO YOUR ST. JAMES'S PLACE BANK ACCOUNT IN THE FUTURE.

SCHEDULE OF VARIATIONS  
REGISTERS OF SCOTLAND

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At Edinburgh on the 29th day of June two thousand and eleven the deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and is registered in the said Books as follows:

WE, BANK OF SCOTLAND plc, incorporated under the Companies Acts and having our Registered Office at The Mound, Edinburgh EH1 1YZ, considering that we are about to make advances to be secured by standard securities to be given over land and buildings in Scotland have decided that the standard securities given to us are regulated by the standard conditions specified in Schedule 3 to the Conveyancing & Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 and by the following variations which are referred to as the St. James's Place Bank conditions November 2011.

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# ST. JAMES' S PLACE BANK ACCOUNT

## A.1 THE DIFFERENT SECTIONS OF THIS BOOKLET

This section must be read alongside the other sections of these conditions depending on which types of **facility** you have in your **St. James's Place Bank account**.

## A.2 WORDS WITH SPECIAL MEANINGS

A.2.1 In this booklet we have put some words in bold type because they have a special meaning. We have included "you and your" and "we, us and our" as words with special meaning, but they are not shown in bold type. We tell you what all these words mean below.

- **Account security code** – Any personal identification number you choose for accessing your **St. James's Place Bank account**.
- **Added rate** - Any rate of interest we add to another rate. We may change this under condition A.8.
- **APR** - The annual percentage rate of the cost of credit which applies to any of your **facilities**.
- **Automated payment** - A payment sent or received by automated means including payments by **Bacs, CHAPS, Direct Debits, debit card transactions**, payments under the Faster Payments Scheme, **standing orders**, internal payments between your **facilities** with us and between different accounts with us, international payments or payments made by telephone or through [www.sjpbank.co.uk](http://www.sjpbank.co.uk). (Not all **automated payments** are available on all **facilities**).
- **Bacs** – The Bankers' Automated Clearing service and is a way of electronically transferring funds from one account at one bank (or building society) to an account at another bank (or building society).
- **Banking day** - Any day which is not a Saturday, Sunday or an English bank or public holiday. A banking day ends at 8.30 p.m.
- **Bank of England's base rate** - The Bank of England's 'repo' rate of interest or any other rate that replaces it used by the Bank of England or any other body that takes over the Bank of England's responsibility for setting such an interest rate.
- **Built-up reserve** - The amount you build up by making **overpayments** to reduce those parts of the **mortgage debt** which do not relate to any **further advance** that you borrow from us on or after 31<sup>st</sup> October 2004. **Overpayments** you make to reduce any **further advance** you borrow from us will not form part of the **built-up reserve**.
- **Capital** - The part of the **mortgage debt** we can charge interest on under these conditions. This is made up of:
  - any money we have lent you that you have not repaid;
  - any fees, charges or expenses that you have not paid; and
  - any interest you have not paid off by the end of the **interest period** in which it became due.
- **CHAPS** – The Clearing House Automated Payment System which is an electronic process for bank to bank same day payments made within the United Kingdom.
- **Current Account Instruction** – The direction made by you on your current account **facility** when you tell us, by any means, to pay money out of your **facility**. Your **current account instructions** may include **debit card transactions**, direct debits, **standing order**, writing a cheque, **CHAPS**, international payments or any other such instructions, including those made by telephone or through [www.sjpbank.co.uk](http://www.sjpbank.co.uk)
- **Debit card** – Any debit card we give you to use in connection with your current account **facility**. This card may have a cheque guarantee sign on it, (see conditions B.8 and B.9). The Cheque Guarantee Card Scheme closed on 30<sup>th</sup> June 2011 and cheques written and dated since then will no longer be guaranteed by us, even if your card still displays a cheque guarantee symbol.
- **Debit card transaction** - Any **transaction** you make with your **debit card** or when you use it to get cash, foreign currency, goods or services or to pay money into any part of your **St. James's Place Bank account**. You may not have to show your **debit card** or sign anything to make a **debit card transaction**.

- **Extra agreement** – Any agreement between you and us about any mortgage **facility** or part of any mortgage **facility** you have which is separate from the **offer**. It will only be valid if it is in writing or if its terms are set out in a letter, electronic communication (for example, an email) or other document from us.
- **Facility** – One of the products you choose to have with us and which you and we agree shall form part of your **St. James's Place Bank account**.
- **Further advance** – A **mortgage loan** you ask us to lend you after the start of the **mortgage repayment period** and which we agree to make to you. A **further advance** does not include any part of the **pre-agreed reserve** you borrow or the **built-up reserve** you use.
- **Interest period** – The period from the beginning of one **key date** to the end of the day before the following **key date**.
- **Investment account** - Any endowment or pension policy, personal equity account (PEP), **ISA** or other investment or savings account connected with the **mortgage**.
- **ISA** - An individual savings account. The special conditions for any **ISA** are set out in section C. An **ISA** is not a **payment facility**.
- **Key date** - The day in each month when (unless condition A.7.5.2 applies) we add or take away any unpaid interest due on the balance on which we pay or charge you interest on your **St. James's Place Bank account** (we sometimes call it the 'interest date'). This day must be between the 1<sup>st</sup> and 28<sup>th</sup> day of the month. When you apply to open the first **facility** in your **St. James's Place Bank account**, you can choose which day in each month you want us to use as the **key date**. If you do not choose a date, we will do so. From then on, unless you decide to change it in accordance with condition A.7.13 or we change it in accordance with condition A.7.14, the **key date** will be the same day in each month. You must have the same **key date** for all the **facilities** in your **St. James's Place Bank account**. The last **key date** will be the date on which the last **facility** in your **St. James's Place Bank account** is closed. The **key date** is also the date on which you have to pay us the **regular personal loan payment** and the **regular mortgage payment** except:
  - the first **regular personal loan payment** and the first **regular mortgage payment** will be collected on the first **key date** following at least 21 days after the day you borrow the loan, or the first part of it;
  - if you have chosen a **key date** which does not exist in a particular month, we will collect any **regular personal loan payment** and any **regular mortgage payment** you are due to pay us on the last day of the month provided that day is a **banking day**. If it is not, we will collect the **regular personal loan payment** and the **regular mortgage payment** on the next **banking day**; and
  - if you connect your personal loan **facility** or mortgage **facility** to a current account with anyone other than St. James's Place Bank and the **key date** or day on which we try to collect any **regular personal loan payment** and the **regular mortgage payment** you are due to pay us is not a **banking day**, we will collect the **regular personal loan payment** and the **regular mortgage payment** on the first **banking day** after the **key date**.
- **Lloyds Banking Group** – This includes a number of other companies using brands including Lloyds TSB and Bank of Scotland and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com).
- **Mortgage** - The agreement between you and us set out in the **offer**, the **mortgage deed**, sections A and F of these conditions and any **extra agreement**.
- **Mortgage debt** - All the money you **owe** us under a mortgage **facility**. This includes interest and any of our charges, fees and expenses (including any **special rate early repayment charges**) you have not paid that relate to the mortgage **facility**.
- **Mortgage deed** - The legal document you sign giving us a mortgage security over the **property** in return for our providing the **mortgage loan** as varied or extended by agreement between you and us from time to time. If the **property** is in England, Wales or Northern Ireland, the document is described as a 'mortgage deed'. If the **property** is in Scotland, it is described as a 'standard security'.
- **Mortgage loan** - Each loan under a mortgage **facility** we make to you under these conditions.
- **Mortgage payment option** - the alternative methods we use to work out your **regular mortgage payment**. Condition F.7 lets you choose between these methods if you choose OPTION 1 (see condition A.7.7.1) and the terms of your **mortgage loan** mean that it is capable of offsetting.

The different methods are: -

- Reduced Debt (described in condition F.7.11);
- Shorter Term (described in condition F.7.12);
- Lower Payments (described in condition F.7.13).
- **Mortgage repayment period** - The period or periods for paying off the **mortgage debt**. Different parts of the **mortgage debt** can have different periods. The period for each part of the **mortgage debt** will end on the **key date** immediately after the end of the mortgage term for that part of the **mortgage debt** set out in the **offer** or an **extra agreement**. We may change a **mortgage repayment period** under condition F.7.
- **Offer** – Our written mortgage offer sent to you in connection with a mortgage **facility** and any written offer we make to lend you more money under the **mortgage**.
- **Offset credit balance** – The amount we owe you on any current account or savings **facility** in your **St. James's Place Bank account** other than money in a fixed rate savings **facility** or any other current account or savings **facility** balance that we say will not be an **offset credit balance** when you open the **facility**.
- **Offset debit balance** – The amount you owe us on any **facility** or part of a **facility** in your **St. James's Place Bank account** but not:
  - the amount you owe us in any current account **facility** where you have an **Unarranged Overdraft** or savings **facility** which goes overdrawn;
  - any money which you should have paid us but have not; or
  - any other debit balance that we say will not be an **offset debit balance** when you open the **facility**, or in the case of a mortgage **facility**, in the **offer** or an **extra agreement**.

If the amount you owe us on any **facility** is made up of different parts (for example, because we charge interest on the different parts at different interest rates), we treat each part separately when deciding if it is an **offset debit balance**. The amount you owe us can be made up of some parts which are **offset debit balances** and some which are not. In some circumstances, an amount you owe us can change from being an **offset debit balance** to not being an **offset debit balance** or from not being an **offset debit balance** to being an **offset debit balance**. This change can happen more than once. We will tell you when this can happen, when you open the **facility** or, in the case of a mortgage **facility**, in the **offer** or an **extra agreement**.

- **Overdraft** – The service allowing you to borrow money from us on your current account **facility**. An **Arranged Overdraft** is an **overdraft** that you have organised with us before you go into **overdraft**. An **Unarranged Overdraft** is an **overdraft** that has not been organised with us before you go into **overdraft**.
- **Overpayment** – Any payment that you make to us in connection with a mortgage **facility** which is neither a **regular mortgage payment** nor a payment which you tell us is to pay a charge or other amount we have added, or are going to add, to the **mortgage debt**. If you have not paid us any amount when you were due to, we will use any payment first to pay off the amount you have not paid and only treat the surplus as an **overpayment** (see condition F.2.5). There are two kinds of **overpayment**:
  - a regular **overpayment** is one which we agree to collect with the **regular mortgage payment** (we do not have to agree to let you make regular **overpayments** but, if we do let you make them, we may set restrictions on when during the **mortgage repayment period** and on what kinds of mortgage **facility** or parts of a mortgage **facility** you can make regular **overpayments**); and
  - a lump sum **overpayment** is any other kind of **overpayment** (even if you make the payment regularly, for example by **standing order**).
- **Payee** – A person or company to whom you make a payment.
- **Payment holiday** - A period of one **interest period** during which you do not have to pay a **regular mortgage payment**.
- **Payment facility** – a payment account as defined in the Payment Services Regulations 2009 and the regulatory guidance that applies to those regulations. We will tell you if we treat your **facility** as a **payment facility** in the relevant section of these conditions for that **facility**.
- **Payment services contract** – the section of your **St. James's Place Bank account** conditions which explains our rights and our obligations to you and your obligations to us in relation to payment services (such as **automated payments**) on your **payment facilities** and payment services on savings non **payment facilities** within your **St. James's Place Bank account**.

- **Personal loan agreement** – The agreement between you and us that you sign in connection with any personal loan we lend you.
- **Personal loan debt** – All the money you owe us under the personal loan **facility**. This includes interest and any of our charges you have not paid that relate to the personal loan **facility**.
- **Personal loan repayment period** – The period during which you pay the **regular personal loan payments**.
- **Personal security details** – The security details we give you, **or** which you can choose, which allows you to access information, obtain **services** and undertake **transactions** on your **St. James's Place Bank account**. We will always give you your client identification number when you open your **St. James's Place Bank account** and the **account security code**.
- **PIN** – Any personal identification number we give you or you choose to use with your **debit card**. You should choose your own **PIN** instead of the one we send you for using with your **debit card** (see condition B.10.2).
- **Pre-agreed reserve** – The additional secured borrowing (if any) described in an **offer** or an **extra agreement** as the '**pre-agreed reserve**'.
- **Property** – The property described in the **mortgage deed** and any interest in it.
- **Reference rate** – Any interest rate which is not independently set by us and includes the **Bank of England's base rate**.
- **Regular mortgage payment** – The amount you must pay us on a regular basis as set out in the **offer** or an **extra agreement**, or as notified to you by us, from time to time. We will take into account any **mortgage payment option** you have chosen when setting the **regular mortgage payment**. Unless we say in the **offer** or an **extra agreement** that we are making an interest-only **mortgage loan** or that your **regular mortgage payments** cover only interest, the **regular mortgage payment** will consist of two elements, interest and capital, which we will set. We may change the **regular mortgage payment** from time to time under condition F.7.
- **Regular personal loan payment** – The amount you must pay us on a regular basis, as set out in the **personal loan agreement**, or as notified to you by us, from time to time. The **regular personal loan payment** will consist of two elements, interest and capital, which we will set.
- **Savings facility instruction** – The direction made by you on your savings **facility** when you tell us, by any means, to pay money out of your **facility**. Your **savings facility instructions** may include instructions for **automated payments** such as **CHAPS** or other instructions, including those made by telephone or through [www.sjpbank.co.uk](http://www.sjpbank.co.uk).
- **Services** – Features connected with your **St. James's Place Bank account** which are of benefit to you. Current account **facility services** are features such as allowing you to overdraw, or the online or telephone banking service.
- **Special rate** – An interest rate we pay you or you pay us (depending on the type of **facility**) and which we describe as a '**special rate**' in the letter we send you confirming that you may open the **facility** or, in the case of a mortgage **facility**, in the **offer** or an **extra agreement**.
- **Special rate early repayment charge** – Any early repayment charge you have to pay if:
  - you repay a **special rate loan** or a loan which was previously a **special rate loan** before the end of the **special rate early repayment charge period**; or
  - you withdraw money from or close a savings **facility** on which we pay interest at a **special rate** or on which we require you to give us notice of a **withdrawal** without giving us the required amount of notice.
- **Special rate early repayment charge period** – The period during which you must pay a **special rate early repayment charge**. For a mortgage **facility**, this will be set out in the **offer** or an **extra agreement**.
- **Special rate loan** – Any part of the **capital** which a **special rate** applies to.
- **Special rate period** – Any period when a **special rate** applies.
- **Standing order** – An instruction you give us to make payments, usually on a regular basis, to a specified third party's bank account or building society account.
- **St. James's Place Bank account** – A single account in which you can combine various types of financial products.
- **Transactions** - Are payments of money into and out of your **St. James's Place Bank account**.
- **Variable mortgage rate** – St. James's Place Bank's offset variable mortgage rate or St. James's

Place Bank’s standalone variable mortgage rate. We will tell you in the **offer** or an **extra agreement** which rate applies to which part of the **mortgage debt** and when. We may change the **variable mortgage rate** under condition A.8.

- We, us and our – Bank of Scotland plc, its successors in title and anyone who takes over or has the benefit of any of its legal rights in connection with all or any part of your **St. James’s Place Bank account**.
- **Withdrawal** – This is made when we have taken all the necessary steps to carry out your instructions to pay money out of one of your **facilities**. Your instructions may include **debit card transactions**, direct debits, **standing orders**, writing a cheque, **CHAPS**, international payments or any other such instructions including those made by telephone or through [www.sjpbank.co.uk](http://www.sjpbank.co.uk). (Not all **automated payments** are available on all **facilities**).
- You and your – The person or persons who own a **St. James’s Place Bank account** and anyone who takes over their legal rights in connection with it.

A.2.2 Any reference to any legislation includes any statutory instrument made under it and any changes to either of them.

A.2.3 Unless otherwise specified if we give you at least 30 days’ notice, we may substitute different words for any of the words to which we give a special meaning in condition A.2.1. We will not use this condition A.2.3 to change the special meanings given to any of those words but we may use the right in condition A.12.1 to do so. To the extent this change affects any of your **payment facilities** we will comply with the provisions of condition D.5 in making the change.

A.2.4 This condition A.2.4 applies to you if your **St. James’s Place Bank account** was opened before 24 April 2005. In this, and earlier, editions of the St. James’s Place Bank conditions, we have substituted different words for some of the words to which we gave special meanings in previous editions. The following tables show which old words we have replaced and the new words we have substituted for them.

Words changed with effect from 31<sup>st</sup> October 2004 by the St. James’s Place Bank conditions 2004.

Old words	New words
<b>Interest date</b>	<b>Key date</b>
<b>Repayment fee</b>	<b>Special rate early repayment charge</b>
<b>Repayment fee period</b>	<b>Special rate early repayment charge period</b>

Words changed with effect from the date on which the St. James’s Place Bank conditions 2005 applied to your **St. James’s Place Bank account**.

Old words	New words
<b>Credit balance</b>	<b>Offset credit balance</b>
<b>Debit balance</b>	<b>Offset debit balance</b>
<b>Offset variable mortgage rate</b>	<b>Variable mortgage rate</b>

Words changed with effect from the date from which these conditions apply to your **St. James’s Place Bank account**.

Old words	New words
<b>Active overpayment</b>	<b>Overpayment</b>

A.2.5 With effect from the date from which these conditions apply to your **St. James’s Place Bank account**:

A.2.5.1 any references to an old word (as described in condition A.2.4) in your **personal loan agreement** are to be read as references to the new words we have substituted for them;

A.2.5.2 any references to an old word in section F of the St. James’s Place Bank conditions that apply to a mortgage **facility** are to be read as references to the new words we have substituted for them; and

A.2.5.3 any references to a ‘**repayment scheme**’ or a ‘**passive overpayment**’ in section F of the St. James’s Place Bank conditions that apply to a mortgage **facility** will continue to have the special meaning we gave to the words ‘**repayment scheme**’ and ‘**passive overpayment**’ in section A of the edition of the St. James’s Place Bank conditions that applies to the mortgage **facility**.

A.2.6 Where you have a mortgage **facility** and there is a conflict between the conditions in section A or

section F and any **offer** or **extra agreement** relating to your mortgage **facility**, the terms of the **offer** or **extra agreement** shall prevail.

### A.3 OPENING AND OPERATING YOUR ST. JAMES'S PLACE BANK ACCOUNT

- A.3.1 To open a **St. James's Place Bank account** and to own a **facility** within it, you must be at least 16 years old.
- A.3.2 You cannot have a personal loan **facility**, a mortgage **facility** or an overdraft unless you are at least 18 years old. If there are two of you, you must both be over 18.
- A.3.3 We will not allow someone who is under 18 to have an **overdraft** or a **debit card** which can be used to get credit.
- A.3.4 We may change the age at which clients can open any part of a **St. James's Place Bank account**. We will only increase the age if we have a valid reason for doing so. We may also introduce new schemes for different age groups or other categories of client.
- A.3.5 Where an existing **facility** within your **St. James's Place Bank account** is held on behalf of someone under the age of 16 and that person does not have to pay income tax, we will pay interest on the **facility** without deducting tax until the end of the tax year in which the person reaches the age of 16 provided the appropriate form is completed.
- A.3.6 To open or carry out any **transactions** on your **St. James's Place Bank account**, you must live in the United Kingdom. If you do not live in the United Kingdom, your **St. James's Place Bank account**, may be closed (see condition A.17.6) subject in the case of a **payment facility** to the provisions of condition D.11.
- A.3.7 A **St. James's Place Bank account** can be owned by a maximum of two people.
- A.3.8 Your **St. James's Place Bank account** can be made up of different types of **facilities**. The different **facilities** in your **St. James's Place Bank account** offer different payment facilities. We may set a limit on how many **St. James's Place Bank accounts** you may have.
- A.3.9 We may set a limit on how many **facilities** of a particular type you may have in your **St. James's Place Bank account** and, in the case of a mortgage **facility**, the number of parts a **facility** may be made up of. We can change these limits from time to time but we will give you 30 days' notice before we do so. If we reduce the number of **facilities** you can have below the number of **facilities** you have at that time, we will not insist that you close any of your **facilities**.
- A.3.10 To open and operate your **St. James's Place Bank account**, you must nominate one current account to be connected to each **facility** (other than a current account **facility**) within your **St. James's Place Bank account**. You need this so that we can transfer money in and out of your **St. James's Place Bank account**. The current account or accounts you nominate may be with us or a bank or building society which is a part of the United Kingdom clearing system. One of the **facility** owners must be the owner, or one of the owners, of the current account.
- A.3.11 We do not have to accept that anyone other than you has any right to or interest in the money in your **St. James's Place Bank account** (for example, if you are keeping some or all of the money in any **facility** within your **St. James's Place Bank account** for someone else).
- A.3.12 Unless we tell you otherwise, you can only have a **St. James's Place Bank account** for personal use. You must not use it as a sole trader, partnership, company or for any other kind of business account or as a club or charity account.

### A.4 ACCESSING YOUR ST. JAMES'S PLACE BANK ACCOUNT

- A.4.1 St. James's Place Bank does not have a branch network. You can only access your **St. James's Place Bank account** using the technology we tell you about from time to time.
- A.4.2 When you access your **St. James's Place Bank account**, we will ask you to give us part of your **personal security details**.
- A.4.3 If there are two of you, you will each need your own **personal security details**.
- A.4.4 You must take all reasonable steps to keep your **personal security details** secret and to prevent anyone else accessing your **St. James's Place Bank account**. This includes, for example:

- A.4.4.1 not writing your **personal security details** down in such a way that someone else could use them to access your **St. James's Place Bank account**;
- A.4.4.2 not programming your **personal security details** into anything you use to access your **St. James's Place Bank account**;
- A.4.4.3 logging-off from the secure part of the St. James's Place Bank website when you are not using your computer, telephone or any other piece of equipment; and
- A.4.4.4 not allowing anyone else to use any equipment you use to access your **St. James's Place Bank account** without taking suitable precautions.
- A.4.5 You must tell us as soon as possible by telephoning 0845 602 6200 if you think that someone else:
- A.4.5.1 knows your **personal security details** or any other details which might enable them to access your **St. James's Place Bank account**; or
- A.4.5.2 has tried or intends to try to access your **St. James's Place Bank account**.
- You will be liable for any **transaction** carried out on your **St. James's Place Bank account** or any part of it using your **personal security details** where you have acted fraudulently or where you have, with intent or gross negligence, failed to comply with the provisions of condition A.4.4. Unless you have been fraudulent or grossly negligent you will be liable up to £50 for any losses incurred in respect of the loss or theft of your **personal security details** or where you have failed to keep your **personal security details** safe, until you notify us of the loss or misuse in accordance with this condition A.4.5. You will not be liable for any transaction carried out on your **St. James's Place Bank account** over the internet where you are the victim of fraud. If you have been fraudulent, you will be liable for any **transactions** before and after you tell us. Conditions B.12 and B.13 may limit any liability you have to us.
- A.4.6 We will take all reasonable steps to ensure that no-one other than you or us accesses your **St. James's Place Bank account**.
- A.4.7 We may refuse to carry out **transactions** on your **St. James's Place Bank account** if:
- A.4.7.1 we think that someone else is trying to access your **St. James's Place Bank account**;
- A.4.7.2 the wrong **personal security details** have been used for your **St. James's Place Bank account**;
- A.4.7.3 you are not keeping to these conditions;
- A.4.7.4 you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
- A.4.7.5 you apply to a court for an interim order (that is a court order which gives you temporary protection from a claim made by somebody you owe money to);
- A.4.7.6 a bankruptcy order is made against you or we think that one is likely to be made;
- A.4.7.7 an administration order has been made under the appropriate legislation which covers how you are to repay money you owe;
- A.4.7.8 we think you have tried to access any of our other clients' **St. James's Place Bank account** or any of our files, programmes or records;
- A.4.7.9 we think you have tried to introduce a virus or other harmful programme to your **St. James's Place Bank account** or any of our files, programmes or records or you have told someone else how to do so; or
- A.4.7.10 we think you are using your **St. James's Place Bank account** or any **facility** in it in an illegal way or in a way that we reasonably believe may cause us (or another company in the **Lloyds Banking Group**) to breach a legal requirement or may expose us, (or another company in the **Lloyds Banking Group**) to action from any government or regulator.
- If we refuse to carry out a **transaction** on your **St. James's Place Bank account**, we will contact you at the earliest opportunity and in any event no later than the end of the third banking day following the time of receipt of your authorisation to make the payment. Following receipt of this notification you can contact us on 0845 602 6200 for details of how to rectify any errors.
- We may also suspend access to any non **payment facility** for any of the reasons set out in this condition A.4.7. We will tell you when we have done this.
- A.4.8 When you access your **St. James's Place Bank account** using your **personal security details**, you are authorising us to carry out your instructions to us.

- A.4.9 You can change some parts of your **personal security details** by contacting us.
- A.4.10 For administrative or security reasons, we can ask you to change your **personal security details** at any time.
- A.4.11 You must not use the internet from outside the United Kingdom to apply:
  - A.4.11.1 to open a new **facility**; or
  - A.4.11.2 to borrow money from us.
- A.4.12 When you access your **St. James's Place Bank account**, you must follow any instructions we give you.
- A.4.13 You are responsible for making sure that your computer and other equipment and the software can be used with the **St. James's Place Bank account**.
- A.4.14. We will only accept instructions in respect of any **facility** within your **St. James's Place Bank account** from:
  - A.4.14.1 you; or
  - A.4.14.2 someone who has a legal right to give us instructions (for example, your trustee if you are made bankrupt); or
  - A.4.14.3 someone you have authorised in writing (for example someone who has a power of attorney for you) as long as we have accepted that written authority (see condition A.15).
- A.4.15 We may contact you to confirm your instructions or any steps we take following your instructions. If we do, you must let us know straight away if you think we have not correctly set out what you asked us to do.
- A.4.16 You should tell us straight away if you no longer have access to the internet.

#### A.5 WHAT HAPPENS IF YOUR ST. JAMES'S PLACE BANK ACCOUNT IS IN JOINT NAMES?

- A.5.1 If your **St. James's Place Bank account** is a joint account, these conditions apply to both of you together and to each of you on your own.
- A.5.2 We may accept the instructions or signature of either of you in connection with your joint **St. James's Place Bank account**. If one of you gives us an instruction, we may but do not have to, ask the other to confirm the instruction.
- A.5.3 If any **facility** within your **St. James's Place Bank account** is in the name of one of you, only that person can carry out **transactions** on it but both of you can view or receive information about transactions and balances on that **facility** as well as all other parts of your **St. James's Place Bank account**.
- A.5.4 If a **facility** in your **St. James's Place Bank account** is in the name of one of you, only that person is bound by the conditions that apply to that **facility**.
- A.5.5 If you apply for a **facility** in your sole name within your **St. James's Place Bank account** held in joint names or apply to change a **facility** you already have, details of your application may be provided to the other joint owner.
- A.5.6 If one of you dies, we may require the survivor or the deceased's personal representative to close your **St. James's Place Bank account**.
- A.5.7 If one of you dies, we will continue to accept instructions in connection with the **facilities** held in joint names from the survivor.
- A.5.8 We will send all written communications about your **St. James's Place Bank account** (including statements) to you jointly:
  - A.5.8.1 unless the law or a regulation requires us to write to you separately, we will address our communications to you both but send them to only one address, which will be the address of the person whose name appears first on our records for your **St. James's Place Bank account**; and
  - A.5.8.2 by signing your application form, you will be treated as having given notice that, until further notice, we do not need to send separate statements to both of you.

## A.6 MONEY PAID INTO AND OUT OF YOUR ST. JAMES'S PLACE BANK ACCOUNT

A.6.1 When you or someone else pays money into your **St. James's Place Bank account**, it can take time before you can use it. The central clearing cycle normally takes three **banking days** for cheques. This condition, together with condition A.7, explains how long you have to wait to withdraw sums, or receive interest on sums you pay into your **St. James's Place Bank account**. Money can be paid into your **St James's Place Bank account** in a number of ways. If the payment is a **regular personal loan** or a **regular mortgage payment** you will not be able to re-use it. The table below applies when the currency of the payment is in pounds sterling or where the payment is in euros and we convert it into sterling before paying it into your **St. James's Place Bank account**.

	When the payment appears on your statement (transaction date)	When you can use the money (availability date)		
		Current account	Savings	Mortgage (built-up reserve)
Cheque	no later than the day after we receive it	4 banking days after we receive it		5 banking days after we receive it
Banker's draft	day we receive it	4 banking days after we receive it		5 banking days after we receive it
<b>CHAPS</b>	day we receive it	day we receive it		
Internal transfer between facilities within your <b>St. James's Place Bank account</b> including Move Money instructions	same day or (if that day is a Sunday) the next day  Move Money transactions instructed after 8.30 p.m- the next day	same day		
Debit card payment into your <b>St. James's Place Bank account</b>	no later than the day after you make the payment with your <b>debit card</b>	day you make the payment with your <b>debit card</b>		
Direct debit from an account (other than a <b>St. James's Place Bank account</b> )	up to 3 banking days from us requesting it	service not available	7 banking days after the day we request the payment.	7 banking days after the day we request the payment.
<b>Standing order</b>	day we receive it	day we receive it		
Bank GIRO	day we receive it	4 banking days after we receive it		service not available
Faster Payments Scheme or <b>Bacs</b> (for example salary)	day we receive it or (if that day is a Sunday) the next day  Faster Payment Receipts after 8.30 p.m the next day	day we receive it		

- A.6.2 If we receive:
- A.6.2.1 a cheque after 3.00 p.m. or on a day which is not a **banking day**, we will deal with it as if we had received it on the next **banking day**;
  - A.6.2.2 an **automated payment** your **facility** balance will be updated on the same **banking day**;
  - A.6.2.3 a Move Money instruction or receipt through the Faster Payments Scheme, your **facility** balance, will be updated on the same day; or
  - A.6.2.4 a direct debit instruction to pay money into your **St. James's Place Bank account** from a current account which is not held with St. James's Place Bank, we will make a direct debit request to the bank or building society at which your current account is held on the first **banking day** after your instruction. Three **banking days** after **that**, you will see the amount of your direct debit being credited to your St. James's Place Bank **facility** and we will pay interest on it from that day. However, we will not have received cleared funds at that point. You will only be able to withdraw the funds from your St. James's Place Bank savings **facility**, on the fourth **banking day** credit of the **funds** when we will have confirmation that the payment into your St. James's Place Bank **facility** has cleared. If the direct debit into your St. James's Place Bank **facility** does not clear, we will correct your **facility** balance and recalculate the interest accordingly.
- A.6.3 You should not pay cash or cheques into your **St. James's Place Bank account** using a cash dispenser or at a branch or agency counter of any bank. For security reasons, you must not send us cash.
- A.6.4 If any cheque, banker's draft or direct debit payment is returned to us without it being paid, we:
- A.6.4.1 will take the same amount out of your **St. James's Place Bank account** and adjust the interest you have to pay us or we have to pay you; and
  - A.6.4.2 may re-present it for payment.
- If we re-present a cheque or direct debit for payment, we will treat it as a new **transaction**.
- A.6.4.3 Special arrangements apply in certain cases to **automated payments** made on your **payment facilities** (see conditions A.18 and D.9).
- A.6.4.4 If you pay a cheque into a current account or savings **facility** and we let you take some or all of the amount of the cheque out of your **facility**, that does not mean that the cheque has been paid by the paying bank. If the cheque is returned to us without being paid we may take the amount of the cheque out of your **facility** unless more than 6 **banking days** have passed following the day you paid the cheque in. After 6 **banking days** have passed we cannot take the amount of the cheque out of your **facility**, without your consent, unless you are a knowing party to fraud.
- A.6.5 If you want to pay a cheque into a **facility**, you should:
- A.6.5.1 write the **facility** account number, sort code and **facility** type e.g. **"ISA"** on the back of the cheque; and
  - A.6.5.2 include a Bank Giro credit slip with every cheque deposited into a current account **facility**. The Bank Giro credit slip can be used for several cheques deposited in the same **facility** account number.
- A.6.6 You will only be able to pay in a cheque payable to "St. James's Place Bank" which is not drawn on a current account belonging to you, into a **facility** in your **St. James's Place Bank account** if the cheque includes the name of the **facility** holder or **facility** account number.
- A.6.7 If you want to pay a cheque into your **facility**:
- A.6.7.1 more than six months after the date on the cheque; or
  - A.6.7.2 after the expiry date (if there is one shown on the cheque),
- you will have to ask the person who made it out to you to write a new cheque or re-date the old cheque and put their initials next to the change. If you give us an out-of-date cheque we may return it to you.
- A.6.8 You can take money out of your **St. James's Place Bank account** in a number of ways. We set these out and how we treat payments made from your **St. James's Place Bank account** in the following table.

	Cut off time	When the payment appears on your statement (transaction date)	When the payment stops earning interest (or is included in the interest calculation if you are overdrawn)		
			(effective date)		
			Current account	Savings	Mortgage (built-up reserve)
Cheque from your current account <b>facility</b>	not applicable	day it is presented to us for payment	day it is presented to us for payment	service not available	
<b>CHAPS</b>	completed instruction by 2.30 p.m. on a <b>banking day</b>	on the <b>banking day</b> you instruct us to send the payment	immediately on the day we send the payment		
Internal transfer between <b>facilities</b> within your <b>St. James's Place Bank account</b> including Move Money instructions	online – no cut off  telephone – during Contact Centre hours which are available on-line or by telephoning 0845 609 6200	same day you instruct us to send the payment or (if that day is a Sunday) the next day.  Move Money transactions instructed after 8.30 p.m. – the next day	same day		
Direct debit	not applicable	day we receive request for payment	day we receive request for payment	service not available	
<b>Standing order</b>	cut-off by 6 p.m. on a <b>banking day</b>	on the <b>banking day</b> you instruct us to send the payment	day we send the payment	service not available	
Faster Payments Scheme (for example, transferring money to an account with someone other than St. James's Place Bank)	cut off by 7.00 p.m on a <b>banking day</b> request to be given before the first payment date	on the banking day you instruct us to send the payment	day we send the payment		service not available

<b>Bacs</b>	not applicable	mortgages only- <b>3 banking days</b> after we send the payment	service not available		<b>3 banking days</b> after we send the payment
Recurring payments under Faster Payments Scheme	cut-off by 6 p.m on a <b>banking day</b>  request to be given before the first payment date	on the <b>banking day</b> you instruct us to send the payment	service not available	day we send the payment	service not available
<b>Debit card transaction</b>  (excluding a cash <b>withdrawal</b> using a cash	not applicable	day we are notified of the <b>debit card transaction</b>	day we are notified of the <b>debit card transaction</b>	service not available	
Cash <b>withdrawal</b> using your <b>debit card</b> at a cash dispenser	not applicable	same day  actioned after 8.30 p.m the next day	same day	service not available	

Where we can, we will use the Faster Payments Scheme to make payments from your payment facilities and Cash ISAs, as described in condition D.2.4, if the bank you are sending the money to is a member of the scheme.

Where your instructions are received after the cut off time they will be treated as having been received the following **banking day**.

Future dated instructions for single payments under the Faster Payments Scheme are treated as if they were received before 6.00 p.m on the day they are due to be made.

If you instruct us to make a **standing order** or recurring payments under the Faster Payments Scheme for the first time we will require a completed payment instruction which includes certain security checks. We will not treat your instruction as fully authorised until the security checks are complete. After that time, your **automated payment** will be processed on the first **banking day** it is due to be made.

A.6.9 In the tables in this condition A.6 and in condition A.7.1 and subject to condition A.6.2, for the purposes of the ‘effective date’ for an internal transfer using the ‘Move Money’ facility on our website, a cash **withdrawal** using your **debit card** or a receipt through the Faster Payment Scheme, a day is treated as starting at 00.00 a.m. and ending at 11.59 p.m.

A.6.10 When you ask us to make a payment on your behalf or where you make a payment yourself by telephone or online, you must ensure that the correct sort code and account number of the person the payment is going to is used. If you provide us with, or use incorrect details yourself, the payment may be delayed or not received and you may be liable for any resulting loss. We **cannot be responsible for any loss caused by the use of an incorrect sort code and account number provided by you**. You may have to pay a charge to us to trace the payment.

## A.7 HOW YOUR ST. JAMES'S PLACE BANK ACCOUNT WORKS

A.7.1 When you or someone else pays money into your **St. James's Place Bank account**, it takes time before the payment has an effect on the interest we pay you. This depends on how the money is paid in. Money can be paid into your **St. James's Place Bank account** in a number of ways. We set these out and the total number of **banking days** before the money starts to be eligible to earn interest in the following table.

	When the payment appears on your statement (transaction date)	When do you start getting the benefit of any interest* (effective date)
Cheque	no later than the day after we receive it	<b>2 banking days</b> after we receive it
Banker's draft	day we receive it	<b>2 banking days</b> after we receive it
<b>CHAPS</b>	day we receive it	day we receive it
Internal transfer between facilities within your <b>St. James's Place Bank account</b> including Move Money instructions	on the same day or (if that day is a Sunday) the next day  Move Money transactions instructed after 8.30p.m. - the next day	same day
Debit card payment into your <b>St. James's Place Bank account</b>	no later than the day after you make the payment with your <b>debit card</b>	day we receive it
Direct debit from an account (other than a <b>St. James's Place Bank account</b> )	up to <b>3 banking days</b> from us requesting it	up to <b>3 banking days</b> from us requesting it
<b>Standing order</b>	day we receive it	day we receive it
Bank GIRO	day we receive it	<b>2 banking days</b> after we receive it
Faster Payments Scheme or <b>Bacs</b> (for example, salary)	day we receive it or if that day is a Sunday, the next day  Faster Payment Receipts the next day	day we receive it

\*Provided the payment is not cancelled.

If we have not included a **transaction** in the calculations of interest for an **interest period** when the **transaction** took place (because the transaction date was in one **interest period** and the effective date was in an earlier **interest period**), we will take account of the transaction in the interest calculation we carry out on the first **key date**, which is also an interest date, after we discover it. We will adjust the interest we pay you or you pay us to take account of the **transaction**.

We have also described how funds are received into your **St. James's Place Bank Account** at conditions A.6.1 & A.6.2.

- A.7.2 We work out the interest on your **St. James's Place Bank account** on the basis of the balances at the end of each day. We do this calculation on each **key date**.
- A.7.3 When we work out the interest we pay you or you pay us on your **St. James's Place Bank account**, we look at the amounts in each **facility** on which interest is payable.
- A.7.4 On the **key date** immediately after the end of each **interest period**, interest which has accrued during that **interest period** on any money we owe you or you owe us in your **St. James's Place Bank account** will be added to or taken away from (as the case may be) the balance of the relevant **facility**.
- A.7.5 There are three exceptions to the treatment of interest described in condition A.7.4.
- A.7.5.1 Interest which has accrued during the **interest period** on any money you owe us on a current account **facility** will be added to the money you owe us (or, as the case may be, taken off the money we owe you) on that **facility** at the end of the following **interest period**. If in any one **interest period**, we owe you interest on some days and you owe us interest on other days, we may take one amount away from the other and show the resulting figure on your statement.
- A.7.5.2 If you have asked for interest on a savings **facility** to be added to the **facility** once a year, we will add the interest, if any, to the money we owe you (or, as the case may be take it off the money you owe us) in the following way.

- A.7.5.2.1 The first date on which we will add or take away the interest will be the first **key date** falling more than 11 months after the 'effective date' for interest purposes for the first payment into the savings **facility** (see condition A.7.1).
- A.7.5.2.2 After that, we will add to or take away the interest on the first **key date** falling more than 11 months after the **key date** on which interest was last added to or taken off the savings **facility**.
- A.7.6 If you have a joint **St. James's Place Bank account**, when working out the interest we pay you or you pay us, we look at your **St. James's Place Bank account** as a whole and do not take account of which of you owns which **facilities** and whether they are in sole or joint names.
- A.7.7 We will work out interest on the **offset credit balances** and **offset debit balances** for the **facilities** in your **St. James's Place Bank account** (but not arrears and **Unarranged Overdrafts**) in one of two ways: the choice is **yours**.
- A.7.7.1 **OPTION 1 - How your offset credit balances can work to reduce the interest you pay us**

Where you choose Option 1, we arrange your **offset credit balances** in a stack, placing the **offset credit balance** on which we pay the lowest rate of interest at the bottom of the stack. We also arrange your **offset debit balances** in a stack, placing the **offset debit balance** on which we charge the highest rate of interest at the bottom of the stack. If the **offset credit balance** or **offset debit balance** of a **facility** is made up of more than one part, each part is stacked separately according to the interest rate that applies to it. If two or more balances or parts of balances have the same interest rate, we will stack them in the order in which we opened the **facilities** for you or, in the case of parts, in the order in which we number them on your statements.

We will stop stacking any remaining **offset credit balances** or **offset debit balances** (or part balances) when we reach the point (the 'cut-off point') where:

- we have used up all the **offset credit balances**; or
- we have used up all the **offset debit balances**.

The effect of choosing Option 1 is that:

- we will not charge you any interest on any **offset debit balance** (or portion of an **offset debit balance**) which is below the cut-off point;
- we will not pay you any interest on any **offset credit balance** (or portion of an **offset credit balance**) which is below the cut-off point.

The appropriate interest rates will apply to any balance (or portion of a balance) above the cut-off point.

- A.7.7.2 **OPTION 2 - How your offset debit balances can work to maximise the interest we pay you**

Where you choose Option 2, we work out the cut-off point in the same way as under Option 1.

So we arrange your **offset credit balances** in a stack placing the **offset credit balance** on which we pay the lowest rate of interest at the bottom of the stack. We also arrange your **offset debit balances** in a stack placing the **offset debit balance** on which we charge the highest rate of interest at the bottom of the stack. If the **offset credit balance** or **offset debit balance** of a **facility** is made up of more than one part, each part is stacked separately according to the interest rate that applies to it. If two or more balances or parts of balances have the same interest rate, we will stack them in the order in which we opened the **facilities** for you or, in the case of parts, in the order in which we number them on your statements.

We will stop stacking any remaining **offset credit balances** or **offset debit balances** (or part balances) when we reach the point (the 'cut-off point') where:

- we have used up all the **offset credit balances**; or
- we have used up all the **offset debit balances**; or
- the interest rate on an **offset credit balance** (or on the unused portion of an **offset credit balance**) equals or exceeds the interest rate on the remaining **offset debit balances**.

The effect of choosing Option 2 is that:

- we will charge you interest on all **offset debit balances** at the appropriate rates;
- we will increase the rate of interest we pay on each **offset credit balance** (or portion of an **offset credit balance**) which is below the cut-off point so that the rate we pay at each point in the stack of **offset credit balances** is the same as the rate we charge at the equivalent point in the stack of **offset debit balances**.

We will pay interest at the appropriate rates on any **offset credit balance** (or portion of a balance) above the cut-off point.

### A.7.7.3 Example

Suppose you have:

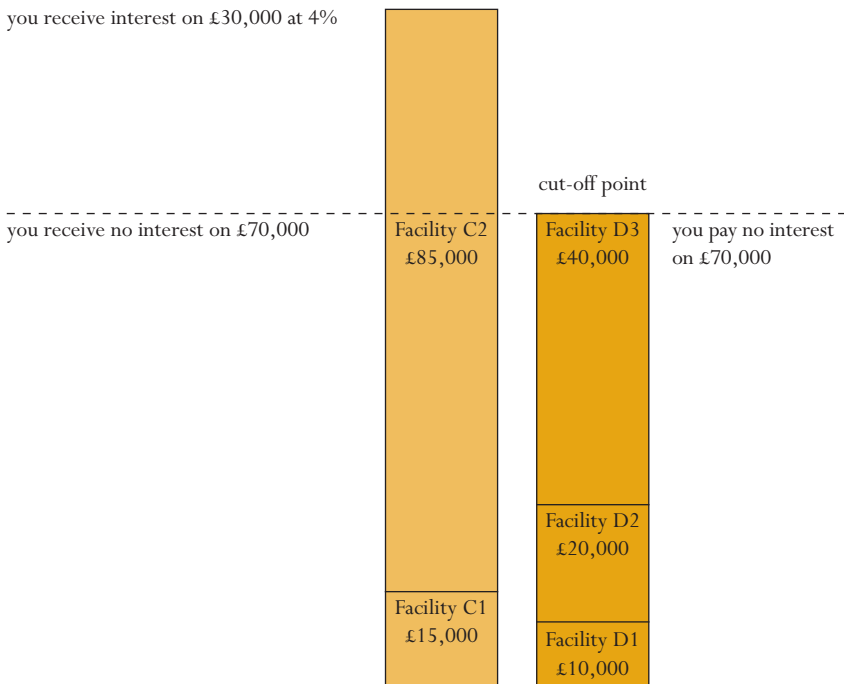
- an **offset credit balance** of £15,000 in facility C1 and the interest rate on the **facility** is 2%;
- an **offset credit balance** of £85,000 in facility C2 and the interest rate on the **facility** is 4%;
- an **offset debit balance** of £10,000 in facility D1 and the interest rate on the **facility** is 10%;
- an **offset debit balance** of £20,000 in facility D2 and the interest rate on the **facility** is 8%; and
- an **offset debit balance** of £40,000 in facility D3 and the interest rate on the **facility** is 6%.

The cut-off point comes at £70,000, when all the **offset debit balances** have been used up.

Option 1 means that:

- we do not charge you interest on facility D1, facility D2 or facility D3;
- we do not pay you interest on facility C1 or on the first £55,000 in facility C2;
- we pay you interest at the appropriate rate (4%) on the remaining £30,000 in facility C2

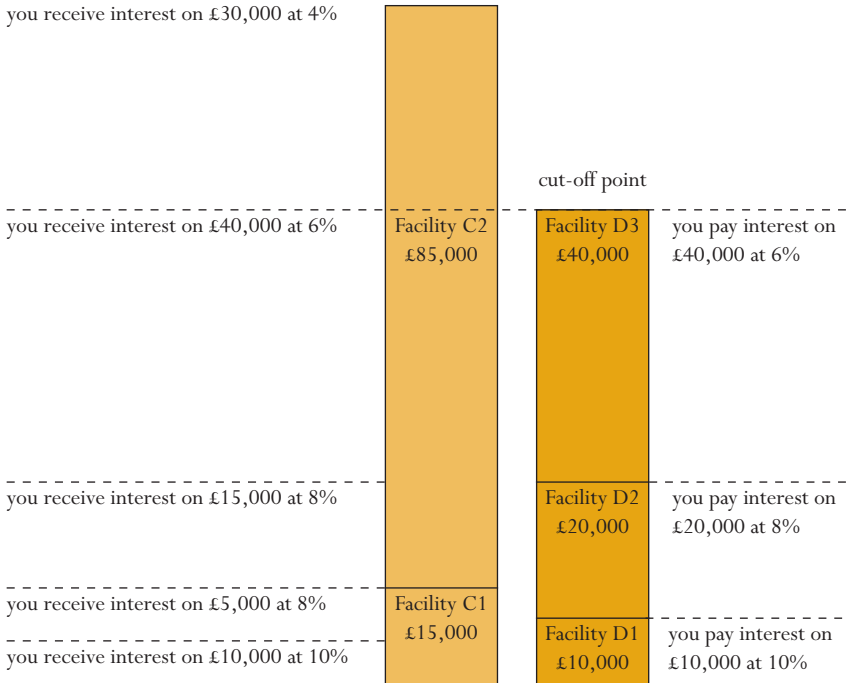
you receive interest on £30,000 at 4%



Option 2 means that:

- we charge you interest at the appropriate rates on facilities D1, D2 and D3;
- the rate we pay on the first £10,000 in facility C1 is increased to match the rate we charge on the £10,000 in facility D1 (10%);
- the rate we pay on the remaining £5,000 in facility C1 is increased to match the rate we charge on the first £5,000 in facility D2 (8%);
- the rate we pay on the first £15,000 in facility C2 is increased to match the rate we charge on the remaining £15,000 in facility D2 (8%);
- the rate we pay on the next £40,000 in facility C2 is increased to match the rate we charge on the £40,000 in facility D3 (6%);
- we pay interest at the appropriate rate (4%) on the remaining £30,000 in facility C2.

you receive interest on £30,000 at 4%



- A.7.8 We will charge you interest on any money you owe us that is not an **offset debit balance** at the appropriate interest rate that applies to it.
- A.7.9 We will pay you interest on any money we owe you that is not an **offset credit balance** at the appropriate interest rate that applies to it.
- A.7.10 For the purposes of conditions A.7.7, A.7.8 and A.7.9, if the money we owe you or you owe us on a **facility** is split into different parts, each part is treated separately, as if it were a **facility** in its own right.
- A.7.11 If we have to deduct tax from any interest we pay you, we will do so and send you a tax deduction certificate after the end of each tax year. If you close a **facility**, we may send you a tax deduction certificate before the end of the tax year.
- A.7.12 If a court orders you to pay us any money you owe us, we will continue to charge interest on the money you have to pay under the court order. For those parts of your **St. James's Place Bank account** which are governed by an agreement regulated by the Consumer Credit Act 1974, we will charge you interest at the interest rate set by the court. For those parts of your **St. James's Place Bank account** which are not governed by an agreement regulated by the Consumer Credit Act 1974, we will charge you interest at the interest rate due on the relevant part.
- A.7.13 You can change the **key date** subject to the following conditions:
- A.7.13.1 you cannot change the **key date** more than twice in any 12 month period;
- A.7.13.2 you must tell us what day you want to be the new **key date** at least three **banking days** before the day which is due to be the next **key date**.
- A.7.14 We can change the **key date** to reflect changes to the way we look after your **St. James's Place Bank account** or **St. James's Place Bank accounts** generally (including changes in technology we use) or because we agree to lend you a **further advance** or for you to transfer from one type of mortgage product to another. If we change the **key date**, we will tell you what day in each month will be the new **key date** at least 14 **banking days** before the day which is due to be the first new **key date**.
- A.7.15 If either you or we change the **key date**:
- A.7.15.1 if the proposed new **key date** is earlier in the month than the old **key date**, the first new **key date** will fall on the corresponding day in the second calendar month after the month of the last old **key date**; and
- A.7.15.2 if the proposed new **key date** is later in the month than the old **key date**, the first new **key date** will fall on the corresponding day in the first calendar month after the month of the last old **key date**.
- A.7.16 You can change your election for interest on savings and **ISA facilities** to be added to the **facility** once a month or once a year up to twice in any 12 month period.

## A.8 WHEN CAN WE CHANGE INTEREST RATES?

- A.8.1 We set out details of the interest rates for the different products you can have with us online.
- A.8.2 We can change our interest rates on non **payment facilities** (other than fixed rates or where you have a **facility** which pays interest at a variable rate which is linked to a **reference rate**) as set out in this condition A.8.2. You will be notified of the change in accordance with conditions A.8.5 and A.8.6. For details of how interest rates can be changed on **payment facilities** please see section D. We can change interest rates on your non **payment facilities** if it is reasonable to make the change because of the following circumstances:
- A.8.2.1 to reflect a change or changes in the **Bank of England's base rate**;
- A.8.2.2 to reflect a change or changes in LIBOR (that is the London Inter Bank Offer Rate) or LIBID (that is the London Interbank Bid Rate) or equivalent money market rate we use to determine the rates we can offer our savings **facility** clients.
- A.8.2.3 to reflect the changes in rates of interest charged or paid by banks and other organisations offering similar services to their clients:
- A.8.2.4 to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar organisation or an undertaking given to the Office of Fair Trading;
- A.8.2.5 to reflect changes to the law, codes of practice or the way we are regulated;

- A.8.2.6 to reflect changes to standards published by other organisations which we agree will apply to your **St. James's Place Bank account** or any **facility** in it;
- A.8.2.7 to reflect changes in the costs we incur in providing the services in looking after your **St. James's Place Bank account** generally ( including changes to the technology we use) because of:
- A.8.2.7.1 the reasonable steps we have taken to improve or modernise our systems for managing **St. James's Place Bank accounts** generally; or
- A.8.2.7.2 reasons outside our control;
- A.8.2.8. because:
- A.8.2.8.1 we **are** going to take over, take control of or acquire the business of another bank or organisation offering similar services;
- A.8.2.8.2 we are going to be taken over or our business is acquired by another organisation offering similar services; or
- A.8.2.8.3 any of those things has happened,  
and the change will make sure that our clients and the clients of the other bank or organisation are treated in a similar way if they are in similar categories; or
- A.8.2.8.4 because the change will be of benefit to you,  
Where we refer to changes in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.
- A.8.2.9 We will not make changes to **mortgage** or personal loan interest rates for the reasons detailed in conditions A.8.2.8 and A.8.2.9.
- A.8.3 We can also change our interest rates (other than fixed rates) we charge you on money you owe us to reflect changes in the cost to us of raising the money we lend to clients.
- A.8.4 We can also change interest rates on your non **payment facilities** (other than **special rates** and fixed rates) for any valid reason.
- A.8.5 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.
- A.8.6 We can change the interest rates on non **payment facilities** if we give you notice in good time. This will be before the change takes effect if that is required by a code of practice that applies to us or by our regulator or another similar body. The notice will be given in accordance with condition A.14 and we explain in condition A.14 how much notice we give you and how we tell you about any changes. However, we do not need to give you any prior notice of any change to the interest rate payable on your **facility** where this change is to your advantage, or where the interest rate is linked to a **reference rate**. Where we make such a change it will apply to your **facility** immediately and we will notify you in accordance with condition A.14.

## A.9 CHARGES AND EXPENSES

- A.9.1 We can make charges, which can also be referred to as fees, in connection with any part of your **St. James's Place Bank account**.
- A.9.2 We can make charges for **services** we make available to you.
- A.9.3 We set out details of our charges in leaflet format. They are also available online at [www.sjpbank.co.uk](http://www.sjpbank.co.uk) or by calling St. James's Place Bank on 0845 602 6200.
- A.9.4 We can change the amounts we charge you on **non payment facilities** as set out in this condition A.9.4. For details of how changes can be made to charges on **payment facilities** please see section D. We can change charges on non **payment facilities** to reflect changes (including changes caused by inflation) in;
- A.9.4.1 the costs of running any **facility** within your **account**;
- A.9.4.2 the costs we incur in carrying out any activity connected with any **facility** within your **account**; or
- A.9.4.3 the costs of providing **services** on any **facility** within your **account**.
- A.9.5. We can also make new or different charges to reflect the costs of providing existing or new or different **services** on any non **payment facility** within your **account**.

- A.9.6 Except for charges relating to personal loan and **mortgage facilities**, we can also change the amounts we charge you on non **payment facilities**, make new or different charges or change how you have to pay charges for any other valid reason.
- A.9.7 We will advise you of any changes to charges in condition A.9.4, A.9.5 and A.9.6 for the normal running of your **account** to the extent that they relate to your non **payment facilities** at least 30 days beforehand in writing or any longer period required by a code of practice that applies to us, our regulator or another similar body.
- A.9.8 If you ask to use a special **service**, we will tell you the charge.
- A.9.9 If we incur an expense as a result of anything we are entitled to do in connection with your **St. James's Place Bank account** or anything you have done or not done, you have to pay us our reasonable expenses. This includes the cost of getting back any money you owe us and any legal proceedings started by or against us in connection with your **St. James's Place Bank account**.
- A.9.10 If you do not pay any charge we make or expense we incur when you have to, we will charge interest on it until it is paid or, in the case of a current account **facility**, we charge the amount to your current account **facility**.
- A.9.11 You must pay us any tax properly chargeable on any charge we make or expense we incur in connection with your **St. James's Place Bank account**.
- A.9.12 We may choose for any valid reason not to make a charge, which you would otherwise have to pay.

## A.10 YOUR STATEMENTS

- A.10.1 We will provide you with a statement for your **St. James's Place Bank account** once a year, unless the law or a regulation requires us to provide you with a statement more frequently. If your **St. James's Place Bank account** is held in joint names, your statement will be sent to the first named account holder. We will also send you monthly statements with details of your current account **facility transactions** and will send these online if you have asked to receive statements in this way.
- A.10.2 You should check your statements and let us know as soon as you can if you think that they are wrong.
- A.10.3 Paper statements we send you will show the position for your **St. James's Place Bank account** at 8.30 p.m. on the day the statement is produced. Any **transactions** that take place after 8.30 p.m. on that day will appear on the next statement. All **transactions** appear on your statement on the transaction date. The effective date for the application of interest is always available by logging on to or [www.sjpbank.co.uk](http://www.sjpbank.co.uk) by calling 0845 602 6200.

## A.11 OUR RIGHTS

- A.11.1 We have set out our rights to freeze **facilities** in your **St. James's Place Bank account** below:
- A.11.1.1 we may freeze any of your **facilities** if we find out that a bankruptcy order is made against you or we reasonably think one is likely to be made. This means that we will not allow anyone to take money out of your non **payment facility**, pay money into it or carry out any other **transactions** unless that person has a right to do so (for example a trustee in bankruptcy); or
- A.11.1.2 if we think your savings non **payment facility** is being used or might be used for illegal purposes or we find out that there is a disagreement about who owns the money in it, we may freeze your **facility**. This means that we will not allow anyone to take money out, pay money in (unless we agree) or carry out any other **transaction** until we are satisfied that your **facility** is not being used for illegal purposes or the disagreement is settled.
- A.11.2 If we delay in enforcing any term which forms part of the conditions which apply to your **St. James's Place Bank account** or any part of it, this will not affect our right to enforce it or the rest of the terms.
- A.11.3 If we choose not to enforce any term which forms part of the conditions which apply to your **St. James's Place Bank account** or any part of it, this will not affect our right to enforce the rest of the terms.
- A.11.4 If we cannot enforce any term which forms part of the conditions which apply to your **St. James's Place Bank account** or any part of it, this will not affect our right to enforce the rest of the terms.
- A.11.5 We look after **St. James's Place Bank accounts** generally by taking a 'net balance' approach. This

means that when we are monitoring how you operate your **St. James's Place Bank account**, or when deciding whether to lend you money, we take into account not only your financial circumstances but also what other **facilities** and balances you have in your **St. James's Place Bank account** and whether you have operated the **St. James's Place Bank account** properly. To help us do this, we have, depending on when you applied to open your **St. James's Place Bank account** and the **facilities** within it, the rights in conditions A.11.6 and A.11.7.

A.11.6 If you have to pay off immediately any debt you owe us on any **facility** you applied to open on or after 1<sup>st</sup> September 2003, we may reduce or pay off the debt by using:

A.11.6.1 the money in any other **facility** owned by you alone in your **St. James's Place Bank account**; or

A.11.6.2 any other money held in your name alone in any other **facility** or account with us.

If the debt is owed by you both, we can use money held by either of you alone or by both of you jointly with each other.

A.11.7 If your **St. James's Place Bank account** was opened on or after 31st October 2004, we may also reduce or pay off any debt you owe us on any **facility** in your **St. James's Place Bank account** (whether or not you have to pay off the debt immediately) by using the money we owe you on any other **facility** in your **St. James's Place Bank account**. However, in exercising our rights under this condition A.11.7, we will not **use** any money on which we are paying you interest to reduce or pay off a debt on which we are charging you interest at a lower or nil rate. We explain how we achieve this in conditions A.11.7.1 and A.11.7.2.

A.11.7.1 If and so long as you have chosen Option 1 (see condition A.7.7.1), we will arrange the money you owe us in a stack, placing the debt on which we charge the highest rate of interest at the bottom of the stack. We will also arrange the money you have in any other **facilities** owned by you alone in your **St. James's Place Bank account** in a stack, placing the amount on which we pay the lowest rate of interest at the bottom of the stack. If the balance of a **facility** is made up of more than one part, each part is stacked separately according to the rate that applies to it. If two or more balances or parts of balances have the same interest rate, we will stack them in the order in which we opened the **facilities** for you or, in the case of parts, in the order in which we number them on your statements. We will stop stacking when we reach the point (the 'set-off cut-off point') where:

A.11.7.1.1 we have stacked all the money we owe you; or

A.11.7.1.2 we have stacked all the money you owe us.

We may then use any of the money that is below the set-off cut-off point in the stack of money we owe you to reduce or pay off the money that is below the set-off cut-off point in the stack of money you owe us.

A.11.7.2 If and so long as you have chosen Option 2 (see condition A.7.7.2), we will stack the money you owe us and the money we owe you in the way described in condition A.11.7.1, except that we will continue stacking until we reach the point (the 'set-off cut-off point') where:

A.11.7.2.1 we have stacked all the money we owe you; or

A.11.7.2.2 we have stacked all the money you owe us; or

A.11.7.2.3 the interest rate on any money we owe you exceeds the interest rate on the rest of the money you owe us.

We may then use any of the money that is below the set-off cut-off point in the stack of money we owe you to reduce or pay off the money that is below the set-off cut-off point in the stack of money you owe us.

A.11.7.3 In conditions A.11.7.1 or A.11.7.2, if the debt is owed by you both, we can use money within your **St. James's Place Bank account** held by either of you alone or by both of you jointly with each other.

A.11.7.4 We will not charge a **special rate early repayment charge** on any debt we repay under condition A.11.7.1 or A.11.7.2, or on any money we use to repay the debt.

A.11.8 We will notify you if we use our rights in conditions A.11.6 or A.11.7.

A.11.9 If you have another **facility** or account with us, our rights under that **facility** or account may allow us to reduce or pay off any debt which you owe us under that **facility** or account by using the money in any **facility** in this **St. James's Place Bank account**. You should check the conditions that apply to the other **facility** or account to see if this is the case.

## A.12 WHEN CAN WE CHANGE THESE CONDITIONS OR THE SERVICES AVAILABLE?

- A.12.1 We can change the conditions applicable to your **St. James's Place Bank account** as follows:
- A.12.1.1 if we give you at least 30 days notice (unless in the case of a change to our **services** it is not practicable to do so, in which case we will give you as much notice as possible) or any longer period required by any law or code of practice that applies to us, our regulator or another similar body. The notice will be given in accordance with condition A.14 and we explain in condition A.14 how much notice we will give you and how we will tell you about any changes. We can change your **St. James's Place Bank account** conditions (in section A) the current account **facility** conditions (in section B) and the savings **facility** conditions (in section C) for any of the valid reasons listed at condition A.12.7;
- A.12.1.2 we can change the current account **facility** conditions (in section B) and the savings **facility** conditions (in section C) for any valid reason;
- A.12.1.3 we can change the **payment services contract** conditions (in section D) for any of the valid reasons listed at condition A.12.7 subject to the notification requirements in condition D.5; however
- A.12.1.4 we cannot change personal loan or mortgage conditions (in sections E and F).
- A.12.2 Where we make a change for any valid reason, we will do so in a reasonable and proportionate manner.
- A.12.3 We can change the conditions which tell you if your **facility** is a **payment facility** if it is reasonable to make the change:
- A.12.3.1 to reflect changes to the law or a code of practice that applies to us;
- A.12.3.2 to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, code of practice that applies to us, regulator or similar body on the application of The Payment Services Regulations; or
- A.12.3.3 to reflect changes in the way banks and other organisations offering similar services treat the accounts which they offer.
- A.12.4 When we change any of the conditions in sections A to D, we may set out the changes in a new edition of these conditions. If we do this, we will tell you the date when the new edition is to come into force. Sections A to D of the new edition will apply to your **St. James's Place Bank account** from that date in place of this edition.
- A.12.5 When we give you notice of a change to the conditions under this condition A.12, we will:
- A.12.5.1 send you a copy of the new edition of the conditions; or
- A.12.5.2 send you a summary of the new conditions and tell you how you can access the new edition of the conditions online or telephone to get a printed copy of the new edition of the conditions.
- A.12.6 If you ask us to let you transfer from one mortgage product to another, including to a mortgage product which allows you to choose a **mortgage payment option**, and the conditions which apply to new St. James's Place Bank mortgages of that sort have changed since you took out or transferred to your current mortgage product, we may make it a condition of us agreeing to let you transfer to the other mortgage product that the most recent edition of the St. James's Place Bank conditions in use at that time shall apply to your mortgage and replace the conditions that apply to your mortgage before the product transfer. If we decide to use this right, we will make a complete set of the most recent edition of the St. James's Place Bank conditions available to you either by sending them to you or publishing them on our website. By transferring from one mortgage product to another you agree to the new conditions applying to your mortgage **facility** when the mortgage product transfer takes place. If we do not ask you to sign a deed of variation, you agree that you will sign one if and when we ask you to.
- A.12.7 Unless we say otherwise in these conditions, we can change any of the **services** available with your **St. James's Place Bank account**. We will give you at least 30 days notice or any longer period required by any law or code of practice that applies to us, our regulator or another similar body (unless it is not practicable to do so, in which case we will give you as much notice as possible). If we make changes to **services** relating to your **payment services contract** we will notify you in accordance with the notification requirements in condition D.5.
- We can make changes if it is reasonable to make the change for any of the following reasons:
- A.12.7.1 to reflect changes in the general deposit-taking practice of banks and other organisations offering similar services including the terms on which they offer similar products;

- A.12.7.2 to reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar organisation or undertaking given to the Office of Fair Trading;
- A.12.7.3 to reflect changes to the law, codes of practice or the way we are regulated;
- A.12.7.4 to reflect changes to standards published by other organisations which we agree will apply to your **St. James's Place Bank account** or any **facility** in it or to the **services** provided.
- A.12.7.5 to reflect changes in the costs we incur in providing the **services** in your **St. James's Place Bank account** (including changes in the technology we use) because of:
  - A.12.7.5.1 the reasonable steps we have taken to modernise or improve our systems for managing the **St. James's Place Bank accounts** generally or the **services** provided within it; or
  - A.12.7.5.2 reasons outside our control;
- A.12.7.6 because:
  - A.12.7.6.1 we are going to take over, take control of or acquire the business of another bank or organisation offering similar **services**;
  - A.12.7.6.2 we are going to be taken over or our business is acquired by another bank or organisation offering similar **services**; or
  - A.12.7.6.3 any of these things has happened, and the change will make sure that our clients and the clients of the other bank or organisation are treated in a similar way if they are in similar categories; or
- A.12.7.7 in respect of a change in **service** because someone else provides a **service** for you, or in relation to your **St. James's Place Bank account**, and for good commercial reasons we decide to use a different service provider or that service provider changes, suspends or withdraws the service or facility, or we reasonably believe they will do so;
- A.12.7.8 to reflect changes in technology or security design; or
- A.12.7.9 to make improvements which are of benefit to you.  
Where we refer to 'changes' in the above list, we mean changes we know or reasonably believe will happen or changes which have already taken place.
- A.12.8 We can also change the **services** available with your **St. James's Place Bank account** for any valid reason.
- A.12.9 Whenever condition A.12.1 allows us to change any of the **services** available with your **St. James's Place Bank account** or the conditions that apply to them, we may instead suspend or withdraw those **services** if it is reasonable for us to do so in all the circumstances.
- A.12.10 If you have a **facility** on which we pay you interest at a **special rate** or a **facility** on which you have to give us notice before you withdraw money or before you can close the **facility** and we:
  - A.12.10.1 change any of these conditions under condition A.12.1; or
  - A.12.10.2 increase any charge, make new or different charges or change the way you have to pay charges for **services** on the **facility**,  
you will not have to give us notice or pay a **special rate early repayment charge** if, at any time before the change to conditions comes into force, you close your **facility**.
- A.12.11 We may change the name of these conditions.

### A.13 TRANSFERRING OF YOUR RIGHTS AND OUR RIGHTS

- A.13.1 You are not allowed to transfer or assign any of your rights or obligations under your **St. James's Place Bank account** without our permission.
- A.13.2 We have the right to transfer our right to receive any money you owe us under your **St. James's Place Bank account** under the general law or specific pieces of legislation.
- A.13.3 We can transfer our right to receive any of the money you owe us under your **St. James's Place Bank account** or any of our rights under your **St. James's Place Bank account**, if:
  - A.13.3.1 you agree (you cannot refuse without good reason);
  - A.13.3.2 we follow any code of practice then in force which relates to transferring similar financial products and which we and other major financial institutions support; or

- A.13.3.3 the person who takes over our rights agrees to use those rights as fairly as we would (based on how we handle similar rights under similar products which we were not transferring).
- A.13.4 We can transfer our obligations under your **St. James's Place Bank account** if you agree.
- A.13.5 If we transfer our rights or obligations under your **St. James's Place Bank account**, you must accept that the person who takes over our rights may rely on any statement we reasonably make about the transfer (such as the amount of money you owe).

#### A.14 NOTICES

- A.14.1 If we give you notice, (other than notice, which we reasonably believe is **not** disadvantageous, to savings non **payment facility** conditions or notice to change interest rates) we will do so in writing (either electronically or by post) to the address we hold on our records for this purpose. If there are two of you, the address we will use will be the address we hold on our records for the person whose name appears first as **account holder** of your **St. James's Place Bank account**.
- A.14.2 If your savings **facility** is a non **payment facility** we will give you notice of any changes we make to the conditions for one of the reasons listed at conditions A.12.1.1, A.12.1.2 and A.12.7. Where we reasonably believe that the change is not to your disadvantage we can do this by telling you at least 30 days in advance and as described under condition A.12.5.
- A.14.3 If your savings **facility** is a non **payment facility** we will give you notice if we make changes for any other valid reason under conditions A.12.1.1 or A.12.1.2, or if we make a change for any of the reasons set out in conditions A.12.7 but we reasonably believe the change will be to your disadvantage, we will write to you at least 30 days in advance.
- A.14.4 If your savings **facility** is a non **payment facility** we will tell you about any changes we make under condition A.8.2 to the interest rate which we pay on your credit balance or charge you on any overdrawn balance, by putting a notice in at least three daily papers or by writing to you.
- A.14.5 If your savings **facility** is a non **payment facility** and the change to your interest rate is to your disadvantage then, except where permitted by a code of practice that applies to us, or by our regulator or other similar body for example, if the change is not regarded as material, we will write to you giving you notice at least 14 days before the change where we have:
- A.14.5.1 a valid reason for making the change as listed in condition A.8.2; or
- A.14.5.2 any other valid reason for making the change under condition A.8.4.
- A.14.6 If **your facility** is a **payment facility**, we can make changes to the interest rate subject to the notification requirements in condition D3.
- A.14.7 For your **mortgage facility** we will tell you about any changes made under condition A.8 to the interest rate within 30 days of the change by putting a notice in at least three national daily newspapers or by writing to you.
- A.14.8 If you give us notice, you may do so by telephone, on our website or in writing (either electronically or by post). If you give us notice over the telephone, electronically or on our website, we may ask you to confirm your notice in writing.
- A.14.9 A notice may give the date when it will come into force. Except in the case of a notice we give under these conditions, this cannot be earlier than the date on which we give you the notice. If we do not give a date, the notice will come into force:
- A.14.9.1 24 hours after it is sent, if the notice is sent by email or electronically;
- A.14.9.2 4 days after it is posted (if sent to an address in the United Kingdom) or 10 days after it is posted (if sent abroad).
- A.14.9.3 You must tell us immediately if you change your name, postal address, email address or any landline or mobile telephone number. You should make sure that the arrangements for receiving mail at your address are safe.

#### A.15 WHAT HAPPENS IF SOMEONE ELSE IS LOOKING AFTER YOUR FINANCES?

- A.15.1 If you have appointed someone as your attorney or someone has been appointed by a court to look after your finances, we may allow them to use or close your **St. James's Place Bank account** or any part of it. If we do so, we may set reasonable conditions.

A.15.2 If we allow someone else to use your **St. James's Place Bank account** or part of it under condition A.15.1, you may be legally responsible for anything they do with your **St. James's Place Bank account**.

#### A.16 WHEN WE CAN TELL SOMEONE ELSE ABOUT YOUR ST. JAMES'S PLACE BANK ACCOUNT?

A.16.1 We may give details of your **St. James's Place Bank account**, any part of it or your name and address to anyone else if:

A.16.1.1 the law says we must;

A.16.1.2 we have a public duty to do so;

A.16.1.3 this is necessary to protect our interests or the interests of our holding company or another subsidiary of our holding company;

A.16.1.4 you ask us to give the details to someone else or agree that we can give them to someone else (for example by signing the application form for your **St. James's Place Bank account** or any **facility** within your **St. James's Place Bank account** if it includes the appropriate declaration); or

A.16.1.5 we are discussing transferring our rights or obligations under your **St. James's Place Bank account** or any part of it to someone else.

A.16.2 We may also give the police or any prosecuting or regulatory authority any information they need if we think it will:

A.16.2.1 help them;

A.16.2.2 avoid loss;

A.16.2.3 help recover any missing money you or we have paid or received in connection with your **St. James's Place Bank account**; or

A.16.2.4 help recover anything you or we have lost or that has been stolen.

A.16.3 We may also give credit reference agencies information about your **St. James's Place Bank account** because you have agreed to this by signing the form we send to you to confirm that we agree to open your **St. James's Place Bank account** or a **facility** within it which included an appropriate declaration. This includes giving the agencies information if:

A.16.3.1 you borrow more money from us (which, if you have a mortgage **facility**, includes borrowing any part of the **pre-agreed reserve** or the **built-up reserve**); or

A.16.3.2 you do not make a payment in connection with your **St. James's Place Bank account** or any part of it on time, or at all.

#### A.17 CLOSING YOUR ST. JAMES'S PLACE BANK ACCOUNT

A.17.1 You may close your **St. James's Place Bank account** or any **facility** within it at any time by giving us notice. We will say how much notice you have to give us in the letter we send you confirming that you may open the **facility** or, if the **facility** is a mortgage **facility**, in the **offer** or any **extra agreement**. If the **facility** you want to close is one which is subject to a **special rate early repayment charge**, you will have to pay us the **special rate early repayment charge** (unless condition F.10.4 or F.10.5 allows you to close the **facility** without paying the **special rate early repayment charge**).

A.17.2 You must tell us if you want us to close your **St. James's Place Bank account** or any part of it. If we tell you, you must give back, or follow our instructions in connection with, your cheque books, **debit cards** and pay us anything you owe us or how much we tell you if you are closing part of your **St. James's Place Bank account**.

A.17.3 We may close certain **facilities** within your **St. James's Place Bank account** by giving you written notice subject to condition A.17.4:

A.17.3.1 normally the notice will be at least 30 days; or any longer period required by a code of practice that applies to us or by our regulator or another similar body; or if

A.17.3.2 there are **payment facilities** within your **St. James's Place Bank account** we will have to provide the relevant notice period in condition D.11.

A.17.4 Conditions A.17.3, A.17.7 and A.17.11 does not apply to any **mortgage** or personal loan **facility** which forms part of your **St. James's Place Bank account**. As long as you have a **mortgage** or

personal loan **facility** as part of your **St. James's Place Bank account**, we cannot close your **St. James's Place Bank account** but we can close any **facility** within your **St. James's Place Bank account** which is not a **mortgage** or personal loan **facility**.

A.17.5 Subject to section D in respect of **payment facilities** we may close your **St. James's Place Bank account** immediately, (unless by law we have to tell you first) if there are exceptional circumstances such as, if:

A.17.5.1 you use your **St. James's Place Bank account** or any **facility** in it in an illegal way or a way that we reasonably consider to be inappropriate.

A.17.5.2 you behave towards us or any of our employees or agents in a way that we reasonably consider to be threatening or abusive.

A.17.5.3 there is evidence of fraud or we reasonably believe you are involved in any serious criminal or unlawful activity, or

A.17.5.4 for any other valid reason.

A.17.6 We will tell you as soon as possible if we close your **St. James's Place Bank account** or any **facility** within it under condition A.17.5.

A.17.7 If you move to an address outside the United Kingdom; or

A.17.7.1 you apply from abroad, using the internet:

A.17.7.2 to open a new **facility**; or

A.17.7.3 to borrow more money from us,

we may close **any non payment facility** within it subject to condition A.17.4. We will give you notice, but we will not let you use your **St. James's Place Bank account** during the notice period.

A.17.8 If we close all **facilities** within your **St. James's Place Bank account**, we may also close your **St. James's Place Bank account** itself.

A.17.9 If we close your **St. James's Place Bank account** or any **facility** within it, we will, subject to condition A.17.10:

A.17.9.1 return your money to you along with any interest we owe you on your **St. James's Place Bank account**;

A.17.9.2 you will still have to pay back any sum which you owe us on any **facility** which has been closed in your **account** including any interest and charges.

A.17.10 When closing your **St. James's Place Bank account** or a **facility** within it, we may pay the money we owe you to someone else if we have to do so.

A.17.11 We can close certain **facilities** and transfer the money to the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008 subject to condition A.17.4, if:

A.17.11.1 we have not been able to find you after making reasonable attempts; and

A.17.11.2 you have not taken any money out of the **facility** or paid any money into it for the past 15 years.

A.17.12 If we close a **facility** under condition A.17.11, you will be entitled to reclaim any money transferred, and any interest payable, from the reclaim fund and if you ask us, we can help you do this.

A.17.13 If we close a current account **facility** or a savings **facility** you have in your **St. James's Place Bank account**:

A.17.13.1 we can still take the money out of your **facility** to cover any **withdrawal**; and

A.17.13.2 you will still have to pay back any **overdraft**, interest or charges which you owe us on your **facility**.

## A.18 SPECIAL ARRANGEMENTS

A.18.1 There are special arrangements for foreign currency **transactions**. These arrangements are set out in condition D.9.

A.18.2 Special arrangements apply to cheques in foreign currencies or from foreign banks. If you need any more information regarding cheques ask us for details.

## A.19 GENERAL

A.19.1 Telephone calls to or from us (or someone acting on our behalf) may be monitored and recorded by us (or someone acting on our behalf). We may do this to check any instructions you give us over the telephone and to help us train our staff.

If there is a disagreement about who owns money in any non **payment facility** or how it operated, we may freeze your **facility**. For **payment facilities** details of how access is restricted to those **facilities** is set out in Section D. This means that we will not allow anyone to take money out, pay money in (unless we agree) or carry out any other transaction until we are satisfied that the disagreement is settled.

A.19.2 We may limit the amount you or someone else may pay into any **facility** in your **St. James's Place Bank account** if we think this is necessary to:

A.19.2.1 run our business lawfully; or

A.19.2.2 make sure our financial regulator approves of the way we run our business.

A.19.3 We may limit the amount you may take out of any **facility** in your **St. James's Place Bank account** if we think this is necessary to:

A.19.3.1 run our business lawfully;

A.19.3.2 make sure our financial regulator approves of the way we run our business; or

A.19.3.3 where we reasonably consider this is necessary to protect our business in extreme circumstances.

Where we limit withdrawals under condition A.19.3.3, we will respond proportionately to the circumstances in question and will take reasonable steps to ensure that the restrictions are lifted as soon as possible to minimise the inconvenience to you.

A.19.4 For administrative reasons, we can change any address, website or telephone number we use in connection with any part of your **St. James's Place Bank account** or the name or number of any part of your **St. James's Place Bank account** by giving you notice first.

A.19.5 For similar reasons, we can also change the name of any service you use in connection with any part of your **St. James's Place Bank account**, or the name or number of any part of your **St. James's Place Bank account**. We will tell you if we do this.

A.19.6 You must give us an example of your signature if we ask you to.

A.19.7 Unless the law or a regulation says we cannot, we will keep any commission paid or allowed in connection with any insurance or other thing which we arrange.

A.19.8 You must give the **facilities** in your **St. James's Place Bank account** individual names. You must not use the same name for more than one **facility**, a name that is too similar to the name of another **facility**, or a name that is inappropriate, illegal, offensive or defamatory.

A.19.9 We will not be liable to you if we are unable to perform any particular service or our obligations to you for any reason outside our control.

A.19.10 Each paragraph and subparagraph in these conditions is separate from the others.

A.19.11 The Contracts (Rights of Third Parties) Act 1999 will not apply to the conditions in this booklet.

A.19.12 The agreement or agreements between you and us will be written in English. You have a right at any time to request a copy of this booklet and this will be provided free of charge.

A.19.13 Communications between you and us will be in English.

A.19.14 You will receive a copy of this booklet together with details of the interest rates and charges which apply to your **St. James's Place Bank account** when you open your **St James's Place Bank account**, or any **facility** within it and at any time you request a copy.

## A.20 GOVERNING LAW

A.20.1 General law (for example about banking or consumer protection) applies to the products and services we provide you.

A.20.2 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.

A.20.3 These conditions are part of the legal agreement between you and us.

- A.20.4 Conditions A.20.5 and A.20.6 explain which law governs these conditions except that any part of these conditions applying to any **mortgage** will be governed by the law of the country in which the **property** is situated.
- A.20.5 If you are not resident in Scotland when the conditions in this document first apply to you and subject to condition A.20.4 regarding **mortgages**, English law will decide legal questions about this agreement, and about our dealings with you with a view to entering into this agreement. The courts of England and Wales will also be able to deal with appropriate legal questions connected with this agreement.
- A.20.6 If you are resident in Scotland when the conditions in this document first apply to you and subject to condition A.20.4 regarding **mortgages**, Scots law will decide legal questions about this agreement and our dealings with you with a view to entering into this agreement. The Scottish courts will also be able to deal with appropriate legal questions connected with this agreement.

# CURRENT ACCOUNTS

## INTRODUCTION TO YOUR CURRENT ACCOUNT FACILITY

This is an introduction to section B of your St. James's Place Bank conditions. Section B relates to your current account facility. This introduction provides important information on the services that we provide, the charges or fees that we make and the ways in which you may avoid or reduce overdraft charges.

The services which are available for your St. James's Place Bank current account facility and the charges which are made for those services are described in your St. James's Place Bank conditions. You should also refer to our Interest Rates and Charges leaflet, which contains our price list.

Your St. James's Place Bank current account facility provides you with the following main services (called "**Main Services**")

1. Crediting of payments made into your current account facility.
2. Debiting of payments made out of the credit balance on your current account facility. You may ask us to make a payment out of your current account facility in a variety of ways including by writing a cheque, by setting up a direct debit or standing order, by requesting cash or by using your **debit card**.
3. You may specifically request, and we may agree to provide an **Arranged Overdraft**, which will allow you to borrow money from us up to a certain limit.
4. You may make an informal request for an **Unarranged Overdraft**, by instructing us to make a payment which, if we chose to comply with it, would make your current account facility exceed (or further exceed) its overdraft limit or, if you have no **Arranged Overdraft**, cause your current account facility to be overdrawn (or further overdrawn).
5. Cheque book (including cancellation and replacement if lost and stolen).
6. **Debit card** (which no longer guarantees cheques, even if your card still displays a cheque guarantee logo).
7. Regular current account facility bank statements (either online or by post).
8. Access to ATM network in the UK and abroad (fees apply for **debit card** use abroad).

There are additional services which you may ask us for (called "**Additional Services**"). These include, amongst others, stopping cheques, providing you with copies of paid cheques or extra copies of statements and **CHAPS** payments.

## CHARGES FOR OUR SERVICES

Our current charges are set out in our Interest Rates and Charges leaflet, which you can access online at [www.sjpbank.co.uk](http://www.sjpbank.co.uk). Alternatively, you may call 0845 602 6200 to request a printed copy of the Interest Rates and Charges leaflet. You will always be provided with the latest version of our Interest Rates and Charges leaflet, when you open a new current account facility with St. James's Place Bank.

You should make yourself familiar with our current charges and changes to them, by reading our Interest Rates and Charges leaflet, by telephoning us or looking at our website. This will allow you to decide whether or not you wish to incur them and to manage your current account facility accordingly. The charges which you will have to pay will depend on the way in which you operate your current account facility.

Additional fees may also apply for some transactions that are not covered by this agreement, such as international payments. Fees for these services are contained in separate conditions which you will receive when you ask us to use those services.

The following highlights some of the charges you may have to pay for our **Main Services** and **Additional Services**.

## MAIN SERVICES

If your current account facility remains in credit and we do not receive an informal request for an overdraft, then at present you will not usually have to pay any charges for having the benefit of the **Main Services**.

If your current account facility remains within your overdraft limit and you do not make an informal request for an overdraft, then you will not usually have to pay any charges for having the benefit of the **Main Services**. You will have to pay interest on the amount by which you are overdrawn at a rate applicable to **Arranged Overdrafts** subject to the offsetting provisions in condition A.7.8.

If you make an informal request for an overdraft then you will have to pay the following fees for having the benefit of the **Main Services** on your current account facility:

1. If we do not comply with an informal request for an overdraft, we are entitled to charge you a fee (called an **“Unpaid Item Fee”**).
2. If you have an **Unarranged Overdraft** then we will charge you a fee every month (called an **“Unarranged Overdraft Fee “**) as long as your current account facility remains overdrawn or (if you have an **Arranged Overdraft** overdrawn beyond your overdraft limit. We will also charge you interest on the amount of any **Unarranged Overdraft** at a higher rate applicable to **Unarranged Overdrafts**.

## ADDITIONAL SERVICES

We also make charges for some of our **Additional Services**. These charges are set out in our Interest Rates and Charges leaflet and information that will help you keep track of your finances is available in our leaflet “Helping you to understand our bank charges”.

## WHAT CAN YOU DO TO AVOID OR REDUCE OVERDRAFT CHARGES?

**Repay your overdraft as soon as you can.**

**Contact us to seek to arrange an overdraft.** If you require an overdraft or an increase to an **Arranged Overdraft**, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have an **Arranged Overdraft** rather than to make several **Informal Overdraft Requests**.

**Check your available balance** on the internet or by telephoning us to make sure that you have enough money in your current account facility by 8.30pm to pay everything due to be paid out the following day. The money in your current account facility must be available for withdrawal (for example you must have waited for any cheques you have paid into your current account facility to be available).

**Keep a record of any cheques you write and when they have been paid**, so that you know how much money is left in your current account facility. A cheque can be presented to us for payment a long time after you have written it, for example if the person you gave the cheque to delay paying it into their account.

**Check your statements** and make a list of your regular payments e.g. mortgage/loan/rent. Keep a list of when all direct debits and standing orders are due.

**If a direct debit payment date is a bad time** in the month for you e.g. just before you are paid, contact the company involved and ask them if they would like to collect it at a more convenient time.

**If you have charges** that are due to be paid remember to include these in your budget.

## Changes to current account facility services and charges

We review our services and the way in which we charge for them, from time to time. We may change the **Main Services** and the **Additional Services** that we make available. We may change both the amount and the types of charges. You will be informed of any changes in our charges for the normal running of your account. Conditions A.8, A.9, A.12 and section D explain when we may change the interest rates, charges or fees and interest rates and conditions for your account, including your current account facility, and how we will tell you about the changes.

## CURRENT ACCOUNTS

## B.1 THE DIFFERENT SECTIONS OF THIS BOOKLET

This section only applies to current account **facilities** within your **St. James's Place Bank account**. It must be read alongside section A, section D and the introduction to this section.

The general conditions for your current account **facility** are included in this section B. Section D details how certain payment arrangements can be made on your current account **facility**.

Your current account **facility** is a **payment facility**.

## B.2 CASH WITHDRAWALS

B.2 On any day you may only withdraw cash of up to the maximum amount we set for cash **withdrawals** from cash dispensers. You must have enough money in your current account **facility** or an **Arranged Overdraft**. These limits are set out in our Interest Rates and Charges leaflet available on our website.

## B.3 HOW ARE RECEIPTS ALLOCATED WHEN THEY ARE PAID INTO YOUR CURRENT ACCOUNT FACILITY?

B.3.1 Receipts which are paid into your current account **facility** affect your current account **facility** balance as detailed in the table in condition A.6.1

B.3.2 We will not charge interest on **Unpaid Item Fees** and **Unarranged Overdraft Fees**.

B.3.3 **Unpaid Item Fees** and **Unarranged Overdraft Fees** will be reflected in your current account **facility** or **overdraft** balance but will not affect the current account **facility** or **overdraft** balance for the purposes of offsetting (see condition A.7.7). Your current account **facility** balance, which is available for offsetting will not be reduced by these charges or fees.

B.3.4 When your current account **facility** is overdrawn, any payment received into your current account **facility** will be used firstly to pay off any **Unpaid Item Fees** and **Unarranged Overdraft Fees**, until those charges or fees have been repaid in full. Later payments received into your current account **facility** balance will be applied to any remaining **overdraft** balance.

## B.4 WHEN CAN WE TAKE MONEY OUT OF YOUR CURRENT ACCOUNT FACILITY?

B.4.1 We can take money out of your current account **facility** to cover:

B.4.1.1 each **withdrawal**;

B.4.1.2 each cheque and any other item which is paid into your current account **facility** but later returned to us unpaid;

B.4.1.3 the interest which you have to pay us on any **overdraft**;

B.4.1.4 any charge that you owe us on your current account **facility** (including **Unarranged Overdraft Fees** and **Unpaid Item Fees**);

B.4.1.5 any loss or expense we suffer in connection with your current account **facility** unless any of conditions B.12.1, B.12.2, B13.1, B13.2 or B13.3 apply.

We may do any of these if your current account **facility** is in credit or overdrawn or if it goes overdrawn because of the amount that we take out of your current account **facility**.

We can also take money out of your current account **facility** under condition A.11.

B.4.2 We can refuse to pay a cheque or other **withdrawal**, which you instruct us to pay out of your current account **facility** if you have not got enough money in your current account **facility** at the time when we check your current account **facility** balance; which might, at the earliest, be close of business on the **banking day** before the **withdrawal**. We will take account of any **Arranged Overdraft** and the amount of any **withdrawal** which we still have to take out of your current account **facility** (for example, if you have just made a **debit card transaction**).

- B.4.3 We may let you set up a **standing order** or similar arrangement on your current account **facility** so that you can pay someone else. We will check the balance of your current account **facility** on the day before we send it. We will send the payment on the date we are asked to pay it. Where we can, we will use the Faster Payments Scheme to send **standing orders**. Please see condition D.2.4 for details of the timing for the making of the payment from your current account.
- B.4.4 We may let you set up a direct debit on your current account **facility** so that you can pay someone else. We will make the payment when the person or organisation you have authorised to receive the payment asks us to. However, we cannot be responsible for making sure the payment is made by a certain date. This is because the person that you have agreed to pay by direct debit has to ask for the payment to be made from your current account **facility**.
- B.4.5 When we use our rights under conditions A.11.6 or A.11.7, we may use the money in your current account **facility** to reduce or pay off the debt you owe us provided we only use those parts of your money as described in conditions A.11.6 or A.11.7 respectively.

## B.5 USING CHEQUES

- B.5.1 **Important:** When you write a cheque you must put the actual date on it. If you put a future date on a cheque we can still pay it before the date on the cheque. If this happens, we will not pay you for any loss that you suffer as a result.
- B.5.2 You must not change any of the printed words on the cheques in your cheque book including the 'Account Payee' crossing. We may pay a cheque even if you change one of the printed words on it.
- B.5.3 We may pay a cheque which you write to pay money out of your current account **facility** even if the date on the cheque is more than six months ago.
- B.5.4 Unused cheques belong to us. You must return them to us (or to someone acting for us) if we ask you to do so. For example, we may do this if condition A.11, A.15 or A.17 applies or if:
- B.5.4.1 we believe that the cheques are being used by someone else;
- B.5.4.2 we believe that you are not keeping to the conditions relating to the use of cheques or if you have an **Unarranged Overdraft** on your current account **facility**; or
- B.5.4.3 we need to replace them for technical, security, regulatory or design reasons.
- B.5.5 You must not ask for money at the address which is printed on your cheques.
- B.5.6 On any day you may only make **withdrawals** of up to the maximum amount we set for cash **withdrawals** from any cash dispenser.
- B.5.7 If we think that you are not keeping to these conditions, we may refuse to give you new or replacement cheques.

## B.6 STOPPING PAYMENTS

- B.6.1 **Important:** You can stop a cheque which you have written if you tell us before we are asked to pay it.
- B.6.2 **Important:** You cannot stop a **debit card transaction**.
- B.6.3 If you want to stop a **standing order**, direct debit or similar arrangement to pay someone from your current account **facility**, you must let us know before the end of the **banking day** before the date on which the payment is due to be made.
- B.6.4 If you tell us to stop a direct debit payment, this will have the effect of cancelling the direct debit instruction you have given to the person who has requested the payment. If you want to use a direct debit to pay that person in the future, you will need to complete a new direct debit instruction.

## B.7 TAKING CARE OF YOUR DEBIT CARD

- B.7.1 We may agree to give you a **debit card** if you have asked for one or when you open your current account **facility**. We may ask you to pay a sum of money into your current account **facility** before we give you your **debit card**. If you pay this money in by cheque, we may wait until the cheque has cleared. We may then send you a replacement or new **card**. We will tell you what you can use your **debit card** for.
- B.7.2 You must sign your **debit card** as soon as you get it.

- B.7.3 At all times, you must take every care:
  - B.7.3.1 to stop anyone else using your **debit card**;
  - B.7.3.2 not to keep your **debit card** with any cheque book for your current account **facility**;
  - B.7.3.3 to keep your **debit card** safe and to prevent it from being lost, stolen or used by anyone else.
- B.7.4 You must only tell or show someone the numbers printed on your **debit card** if you need to do so to make a **debit card transaction**. You can also give the numbers if you report the loss or theft of your **debit card** or report that your **debit card** might be used by someone else.
- B.7.5 You should keep your **debit card** receipts safe and dispose of them carefully.

## B.8 WHEN CAN YOU USE YOUR DEBIT CARD?

- B.8.1 Unless condition B.8.4, B.8.5 or B.8.6 applies, you may use your **debit card** from the 'valid from' date until the expiry date. You may need to call us before you can use your **debit card**. We will pay for any **withdrawals** which you make by using your **debit card** by making an automatic transfer from your current account **facility**.
- B.8.2 Your **debit card** belongs to us. You must destroy it immediately after the expiry date (if there is one shown on your **debit card**).
- B.8.3 You may give your **debit card** back to us at any time.
- B.8.4 You must return your **debit card** to us (or to someone acting for us) if we ask you to. We may do this if condition A.5, A.11, A.15, A.17 or D.7 applies or if:
  - B.8.4.1 we believe that your **debit card** is being used by someone else or we are otherwise concerned about its security
  - B.8.4.2 we believe that you are not keeping to the conditions in sections A, B and D in an unauthorised or fraudulent manner;
  - B.8.4.3 we need to replace your **debit card** with a new one for technical, security, regulatory or design reasons;
  - B.8.4.4 you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
  - B.8.4.5 you apply to a court for an interim order (that is, a court order which gives you temporary protection from claims made by someone you owe money to);
  - B.8.4.6 a bankruptcy order is made against you or we think that one is likely to be made;
  - B.8.4.7 an administration order has been made under the appropriate legislation which covers how you are to repay money which you owe.
- B.8.5 If we ask you to return your **debit card**, you must not use it again and you must return it to us as soon as possible. If you do use your **debit card** again, we may take out of your current account **facility** the amount of any **withdrawal** which you make by using your **debit card**.
- B.8.6 If we think that your **debit card** is being used by someone other than you, we may (without telling you first) put a 'stop' on the **debit card** to stop anyone using it.
- B.8.7 We may withdraw facilities on your **debit card** after reviewing your personal circumstances or the way you run your current account **facility**. We will tell you what you can use your card for.
- B.8.8 Unless it is our fault, if someone else refuses to accept your **debit card** or keeps it, we will not pay you for any loss you suffer (for example, if a shop assistant thinks that your **debit card** has been stolen).

## B.9 CAN YOU USE YOUR DEBIT CARD TO GUARANTEE A CHEQUE?

- B.9.1 If your **debit card** had a cheque guarantee sign on it, we would always pay the amount shown on the cheque guarantee sign on your **debit card**. The Cheque Guarantee Card Scheme closed on 30 June 2011 and cheques written and dated since then, will no longer be guaranteed by us, even if your **debit card** still displays a cheque guarantee symbol.

## B.10 TAKING CARE OF YOUR PIN

- B.10.1 We will give you a **PIN** to use with your **debit card**. The same **PIN** is used in cash dispensers as well as when you make other **debit card transactions**.

- B.10.2 When you get the **PIN** to use with your **debit card**, you should change it to a number that you will remember easily. We will tell you how to do this.
- B.10.3 You must take all reasonable steps to keep your **PIN** secret at all times. You must:
  - B.10.3.1 take every care to stop anyone else using it;
  - B.10.3.2 immediately destroy the piece of paper we send you to tell you what your **PIN** is; and
  - B.10.3.3 not write your **PIN** on your **debit card** or anything usually kept with it.
  - B.10.3.4 If you do write your **PIN** down, you must disguise it so that no one will know it is a **PIN**.

#### **B.11 WHAT SHOULD YOU DO IF YOUR DEBIT CARD, PIN OR CHEQUES ARE LOST OR STOLEN OR YOU THINK THEY MIGHT BE USED BY SOMEONE ELSE?**

- B.11.1 **Debit card and PIN** - If you lose your **debit card**, if it is stolen or you think that someone else might use it, or if you think that someone else knows your **PIN**, you must tell us as soon as you can by telephoning 0845 602 0262 (+44 131 593014 from abroad) or writing to St. James's Place Bank, Bank of Scotland plc, P.O.Box 17317, Edinburgh, EH12 1AZ. Someone acting for you (for example, a card notification organisation) may contact us on your behalf. You must give us any help we think is necessary to try to recover your **debit card** or to find out who might have used your **debit card** or **PIN**.
- B.11.2 **Cheques** - If your cheque book or a cheque is lost or stolen from your cheque book or you think that one of your cheques might be used by someone who should not use it, you must tell us as soon as you can by telephoning 0845 602 6200 (+44 131 658 2697 from abroad) or writing to St. James's Place Bank, Bank of Scotland plc, P.O. Box 17317, Edinburgh EH12 1AZ. You must give us any help we think is necessary to try to recover your cheque book or any missing cheques or to find out who may have used them.
- B.11.3 If you report your cheque book or a cheque as being lost, stolen or likely to be used by someone else and you find it again, you must:
  - B.11.3.1 tell us as soon as you can by getting in touch with us or phoning us-see above; and
  - B.11.3.2 not use that cheque book or cheque until you have told us you have found it.

#### **B.12 WHEN ARE YOU LEGALLY RESPONSIBLE IF YOU LOSE YOUR DEBIT CARD, PIN OR PERSONAL SECURITY DETAILS OR THEY ARE STOLEN OR USED BY SOMEONE ELSE?**

- B.12.1 You will not be responsible for a **debit card, PIN or personal security details** being used:
  - B.12.1.1 after you have reported that it is lost, stolen or might be used by someone else (unless it is used by you or on your behalf); or
  - B.12.1.2 where we have failed to provide a notification process to you for reporting the loss or theft (we provide this process through the telephone numbers provided in condition B.11.1 and on our website at [www.sjpbank.co.uk](http://www.sjpbank.co.uk)) unless this failure was due to our failure to provide the service because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.
- B.12.2 Unless condition B.12.4 applies, if you lose your **debit card**, if it is stolen or you think someone else might use it, or if you think that someone else knows your **PIN** or **personal security details**, the most you will have to pay us for any loss we suffer because of the use of the **debit card** or **PIN** will be £50. The £50 limit applies for the period until:
  - B.12.2.1 you or someone acting for you has given notice under condition B.11.1; or
  - B.12.2.2 you get the **debit card** back.
  - B.12.2.3 Condition B.12.2 does not apply if condition B.12.3. or B.12.4. applies.
- B.12.3 You may have to pay more than £50 in the following circumstances:
  - B.12.3.1 If your current account **facility** is overdrawn or goes overdrawn or further overdrawn because the **debit card** was used (before we received notice under condition B.11.1) by someone who got the **debit card** with your agreement.
  - B.12.3.2 In any other case if you have been fraudulent or grossly negligent in connection with the loss or theft of your **debit card PIN** or **personal security details** or in allowing someone else to have your **debit card, PIN** or **personal security details** for example, if you have not followed the instructions in conditions B.7 and B.10. (These conditions set out what steps you should follow to protect your **debit card, PIN** and other **personal security details** from misuse).

- B.12.4 You will not have to pay us any money for any loss we suffer because of the use of the **debit card, PIN or personal security details** where your **debit card, PIN or personal security details** have been used without your authority in connection with a distance contract as defined by the Consumer Protection (Distance Selling) Regulations 2000 or the Financial Services (Distance Marketing) Regulations 2004, for example, if your **debit card** has been stolen and then used to purchase goods over the internet.
- B.12.5. You must not use your **debit card** if it has been reported as lost, stolen or likely to be used by someone else. If you find your **debit card** after you or someone acting for you reported it, you must cut it into two pieces through the magnetic strip on the back of your **debit card** and through the hologram (if your **debit card** has one). If you use it to make a withdrawal, we may still take the amount of the **withdrawal** out of your current account **facility**.
- B.12.6 If there is a disagreement between us and you about the loss, theft or use of your **debit card or PIN**, we will only be able to get back any loss of more than £50 if we prove the necessary facts.
- B.12.7 If we reasonably think that:
- B.12.7.1 you or someone else is using your current account **facility** illegally;
- B.12.7.2 your **debit card** is being used in an unauthorised or a fraudulent manner; or
- B.12.7.3 your **debit card or PIN** has been lost, stolen or is being used by someone else, we can refuse to carry out a **debit card transaction**. We can tell any relevant person that we have done this. We will contact you at the earliest opportunity and in any event no later than the third **banking day** following the use of the **debit card**. Following receipt of this notification you can contact us on 0845 602 6200 to find out how to rectify any errors.

### **B.13 OUR LEGAL RESPONSIBILITY FOR DEBIT CARD TRANSACTIONS**

- B.13.1 We will be responsible for paying the amount of any **withdrawal** made with your **debit card or PIN** after you or someone acting for you gives us notice under condition B.11.1 unless:
- B.13.1.1 you make the **withdrawal** or it is made by someone for you; or
- B.13.1.2 you have been fraudulent or grossly negligent as mentioned in condition B.12.3.2.
- B.13.2 If you never get your **debit card or personal security details** from us (for example they are lost in the post), we will be responsible for paying the amount of any **withdrawal** made using them.
- B.13.3 We will be responsible for any loss on your current account **facility** which occurs as a result of a fault in a cash dispenser or other system you use with your **debit card**. We will not be responsible if the fault was obvious to you or you were told about it by a message or notice.
- B.13.4 Our responsibility under condition B.13.1, B.13.2 or B.13.3 will be limited to any amount (including interest) which we should not have charged to your current account **facility**.
- B.13.5 We will not be responsible for any loss or expense which you suffer:
- B.13.5.1 if your **debit card** is damaged;
- B.13.5.2 if any bank, machine, terminal, retailer or anyone else refuses to accept the **debit card** or keeps it; or
- B.13.5.3 if we cannot carry out any **withdrawal**, payment into your current account **facility** or other **transaction** on your current account **facility**, or if we cannot provide any **services**, because of strikes, power cuts, equipment not working or other causes beyond our reasonable control.

## BORROWING FROM US

### B.14 ARRANGED OVERDRAFTS

- B.14.1 You may formally request, and we may agree to provide, an **Arranged Overdraft**, which will allow you to borrow money from us up to a certain limit. You may make such a formal request by contacting us specifically to organise an **overdraft** or increase your **overdraft** limit.
- B.14.2 If we agree to an **Arranged Overdraft**, we will decide your **overdraft** limit and tell you what it is.
- B.14.3 We may change your **overdraft** limit at any time but we will usually only reduce your **overdraft** limit or withdraw your **Arranged Overdraft** where;
- B.14.3.1 you have failed to regularly fund the current account **facility**;
- B.14.3.2 you are in breach of a condition relating to the use of the **overdraft**;
- B.14.3.3 your circumstances have changed for the worse;
- B.14.3.4 we reasonably believe that the risks of lending to you have increased; or
- B.14.3.5 we reasonably believe that the reduction or withdrawal of the **overdraft** facility is necessary to prevent you from incurring a debt which you will be unable to repay.
- We will inform you by letter of any change in your **overdraft** limit.
- B.14.4 If you have an **Arranged Overdraft**, we will charge you interest at the rate we set for **Arranged Overdrafts** on any money you borrow under the **Arranged Overdraft** up to the amount of your **overdraft** limit.

### B.15 UNARRANGED OVERDRAFTS

- B.15.1 You may also make an informal request for an **overdraft** by giving us an **current account instruction** to make a payment which, if we complied with it, would make your current account **facility** exceed or further exceed its **overdraft** limit or, if you have no **Arranged Overdraft**, cause your current account **facility** to be overdrawn or further overdrawn. An **overdraft**, which has not been arranged with us in advance is called an **Unarranged Overdraft**.
- B.15.2 Whenever you make an informal request for an **overdraft**, we will consider it and decide whether or not to comply with it. We do not have to comply with any such request, unless we have guaranteed to a third party that we would make the payment requested.
- B.15.3 If, on considering an informal request for an **overdraft**, we decide not to make the payment, we will inform you of our decision by letter, and we are entitled to charge you an **Unpaid Item Fee**. This fee will be collected from your current account **facility** automatically at the end of the month following the month in which the **Unpaid Item Fee** is incurred.
- B.15.4 We are also entitled to charge you a fee (called an **Unarranged Overdraft Fee**) for every month in which you at any time have an **Unarranged Overdraft**, which will be collected from your current account **facility** automatically at the end of the following month.
- B.15.5 If you have an **Unarranged Overdraft**, we will charge you interest at the rate we set for **Unarranged Overdrafts** on that proportion of the amount which is unarranged. The unarranged proportion of your **overdraft** will not contribute to your current account **facility** balance for offsetting purposes. This rate will usually be higher than the rate we set for an **Arranged Overdraft**. This is in addition to any other fees which arise under conditions B.15.3 and B.15.4.

### B.16 ALL OVERDRAFTS

- B.16.1 The current interest rates and charges for overdrafts are set out in leaflet format. They are also available online at [www.sjpbank.co.uk](http://www.sjpbank.co.uk) or by calling St. James's Place Bank on 0845 602 6200.
- B.16.2 We may change the rates of interest we charge and the level of charges or fees which you incur on **overdrafts** (see conditions A.8. and D.3).
- B.16.3 On each **key date**, we will work out what interest you have to pay us on your **overdraft** for the **interest period** that has just ended. At the end of each month we will add the amount of interest you owe us to the amount of the **overdraft** (or take it off your credit balance). If you have to pay us interest

in connection with your **overdraft**, we will give you at least 14 days' notice that we intend to add the amount of interest you owe us to the amount of your **overdraft** ( or take it off your credit balance) before doing so.

B.16.4 If we have:

B.16.4.1 asked you to pay any money you owe us on your current account **facility**; or

B.16.4.2 got a court judgment for you to pay any money you owe us on your current account **facility**, then, for as long as your current account **facility** is overdrawn, you will have to pay interest under condition B.16.3 and any charges on your overdraft. If we have got a court order for you to pay any money you owe us on your current account **facility**, condition A.7.12 will apply.

B.16.4.3 At any time, we may, subject to condition B.16.3, require you to pay us the whole or part of any **overdraft**, interest and charges which you owe on your current account **facility**.

B.16.4.4 If you close your current account **facility**, we will follow the steps in condition B.16.3 to work out the interest you owe us and have to pay us for each day your current account **facility** is overdrawn in the month in which the current account **facility** is closed (including the day on which it is closed). You have to pay us this sum plus any interest owed under condition B.16.3 which has not yet been applied to your current account **facility**. You will also have to pay any **overdraft** and charges which you owe us.

B.16.5 If you do require an **overdraft** or an increase to an **Arranged Overdraft**, it would be in your interests to contact us to discuss your borrowing requirements as it will be cheaper for you to have an **Arranged Overdraft** rather than make several informal requests for an **overdraft**.

### B.17 WHAT HAPPENS IF YOUR CURRENT ACCOUNT FACILITY IS IN JOINT NAMES?

B.17.1 If your current account **facility** is a joint **facility** these conditions apply to both of you together and to each of you separately (see condition A.5). For example, if you owe us any money of your joint current account **facility**, we can claim it back from either of you or both of you.

B.17.2 If you have a joint current account **facility**, you can only operate your current account **facility** on an either to sign basis. This means that we may accept the instructions or signature of either one of you. For example, we may:

B.17.2.1 take out of your current account **facility** the amount of a **withdrawal** made by either one of you; or

B.17.2.2 allow either one of you to apply for an **overdraft** or close your current account **facility**.

B.17.3 If you have a joint current account **facility** and you tell us that you only want us to accept instructions from both of you (and not just one of you), both of you must first return your **debit cards** and unused cheques (if you have a cheque book) to us. We may then close your current account **facility** and, if we choose, offer both of you the opportunity to open a current account **facility** in your sole name. Details of how we can close your current account **facility** are included in condition D.11.

B.17.4 If one of you dies, we will continue to accept instructions in connection with your **facility** from the survivor.

B.17.5 If you no longer require a joint **facility**, you must tell us:

B.17.5.1 how you want us to divide the money we owe you (if any) between you;

B.17.5.2 how you intend to repay any money you owe us (whether under an **Arranged Overdraft** or an **Unarranged Overdraft**); and

B.17.5.3 what arrangements you want to make for payment of any **standing orders** and direct debits set up on the **facility**.

B.17.6 If you ask us following our **account** security procedure, we will supply:

B.17.6.1 one cheque book to each of you (but only if we let you have a cheque book with your current account **facility**); and

B.17.6.2 one **debit card** to each of you.

B.17.7 You must not use a **debit card** which we supply to the other one of you.

B.17.8 If you live at different addresses, we will send you any **debit cards** or cheque books to be used in connection with your current account **facility** to the address of the person whose name appears first on our records for your **St. James's Place Bank account**.

## B.18 AUTOMATIC TRANSFER OF MONEY BETWEEN CURRENT ACCOUNT FACILITIES AND SAVINGS FACILITIES

- B.18.1 If you have a current account **facility** and a savings **facility** in your **St. James's Place Bank account**, you can ask us to set up an arrangement where we will automatically transfer money from your savings **facility** (provided there is enough money in it) to your current account **facility** if the credit balance in your current account **facility** at the end of each **banking day** is less than an amount you tell us from time to time or your current account **facility** is overdrawn. The maximum amount we will automatically transfer on any **banking day** is £1,000. We may increase this maximum amount.
- B.18.2 You can only link one savings **facility** to each current account **facility** for the purposes of this arrangement.

## B.19 YOUR RIGHTS

- B.19.1 You have the right to change your mind about opening a current account **facility** within your **St. James's Place Bank account**.
- B.19.2 If you wish to change your mind, you must tell us within 14 days starting from the day after your current account agreement is concluded. We will help you switch your money into another **facility** or we will give all your money back with interest. We will ignore any notice period and any charges on the **facility**. If you paid any money in by cheque, we will pay you the money back once seven **banking days** have passed since we received the cheque. Notice should be given in writing to St. James's Place Bank P.O. Box 1737, Edinburgh EH12 1AZ.

## SAVINGS



## C.1 THE DIFFERENT SECTIONS OF THIS BOOKLET

This section only applies to the savings **facilities** within your **St. James's Place Bank account**. It must be read alongside section A. Savings **facilities** can be **payment facilities** or non **payment facilities**. **ISA facilities** are non **payment facilities** and the relevant provisions as specified in these conditions as only applying to **payment facilities** will not apply to any **ISA facility**. We can change whether a **facility** is a **payment facility** or not if it is reasonable to make the change:

- C.1.1 to reflect changes to the law or a code of practice that applies to us;
- C.1.2 to reflect a decision or recommendations made by, or a requirement of, a court, ombudsman, code of practice that applies to us, regulatory or similar body or the application of the Payment Services Regulations; or
- C.1.3 to reflect changes in the way banks and other organisations offering similar services treat the accounts they offer.

Notice of any change will be given to you in accordance with these conditions.

## C.2 HOW DO YOU USE YOUR SAVINGS FACILITY?

- C.2.1 We will tell you the smallest amount of money you must pay into each savings **facility** before you can open it.
- C.2.2. You cannot make an international payment from your savings **facility**. To make an international payment you will need to make an internal transfer to your current account **facility** and then make the international payment from that **facility**. Please see condition D.9.

## C.3 WHEN CAN WE TAKE MONEY OUT OF YOUR SAVINGS FACILITY?

- C.3.1 We can take money out of your savings **facility** to cover:
  - C.3.1.1 each **withdrawal**;
  - C.3.1.2 each cheque and any other item which is paid into your savings **facility** but later returned to us unpaid;
  - C.3.1.3 the interest which you have to pay us if your savings **facility** goes overdrawn;
  - C.3.1.4 any charge which you owe us on your savings **facility**.  
We may do any of these if your **facility** is in credit or overdrawn or if it goes overdrawn because of the amount that we take out of your savings **facility**.
- C.3.2 We may let you set up regular transfers (but not direct debits or **standing orders**) from your savings **facility** to the current account you have chosen to connect to the **facility**.
- C.3.3 When we use our rights under conditions A.11.6 or A.11.7, we may use the money in your savings **facility** to reduce or pay off the debt you owe us provided we only use those parts of your money as described in conditions A.11.6 or A.11.7 respectively.

## C.4 OVERDRAWN ACCOUNTS

- C.4.1 There is no **overdraft** on your savings **facility**.
- C.4.2 If your savings **facility** goes overdrawn, we will charge you interest at the same rate or rates we set for **Unarranged Overdrafts** on current account **facilities**. You must also immediately pay us the amount that you are overdrawn (and any charges) so you are no longer overdrawn.

## C.5 YOUR RIGHTS

- C.5.1 You have the right to change your mind about opening a savings **facility** within your **St. James's Place Bank account** (except one where we pay you interest at a **special rate**).

C.5.2 If you wish to change your mind, you must tell us within 14 days from the day after your savings agreement is concluded. We will help you switch your money into another **facility** or we will give all your money back with interest. We will ignore any notice period and any charges on the **facility**. If you paid any money in by cheque, we will pay you the money back once seven **banking days** have passed since we received the cheque. Notice should be given in writing to St. James's Place Bank P.O. Box 17317, Edinburgh EH12 1AZ.

## C.6. WHAT HAPPENS IF YOUR SAVINGS FACILITY IS IN JOINT NAMES?

C.6.1 We will accept the instructions or signature of either one of you.

C.6.2 Either one of you can withdraw the whole balance in the **facility**, irrespective of which of you deposited the funds.

C.6.3 If your **facility** is overdrawn each one of you is responsible for repaying the whole amount you owe us and not just a part of it.

C.6.4 If one of you dies, we will continue to accept instructions in connection with your **facility** from the survivor.

C.6.5 If you no longer require a joint **facility**, you must tell us how the funds are to be divided.

C.6.6 To the extent that there is a disagreement about who owns the money in your non **payment facility** or how it is to be operated, we may freeze your **facility**. This means we will not allow anyone to take money out, pay money in (unless we agree) or carry out any other **transaction** until we are satisfied that the disagreement is settled.

## C.7 ST. JAMES'S PLACE BANK ISAVER

C.7.1 The St. James's Place Bank isaver is a savings **facility** within your **St. James's Place Bank account**.

C.7.2 If we say you can open an St. James's Place Bank isaver you agree:

C.7.2.1 to operate the St. James's Place Bank isaver **facility** online only, unless you are directed to the telephone in specific circumstances e.g. where an online function is temporarily unavailable or for security reasons;

C.7.2.2 that you are 16 years of age or over; and

C.7.2.3 that you will use your St. James's Place Bank isaver **facility** for personal use only and must not use it as a partnership, company or other kind of business account or as a club or charity account.

## C.8 INDIVIDUAL SAVINGS ACCOUNTS

C.8.1 An **ISA** is an individual savings account in which all interest is free of income tax and capital gains tax. There are two different types of **ISAs**.

C.8.1.1 Stocks and Shares **ISA**- an **ISA** which contains various qualifying investments. A Stocks and Shares **ISA** may not include cash other than cash held solely for the purposes of making qualifying investments.

C.8.1.2 Cash **ISA**- an **ISA** which contains cash or certain specified investments which cannot be included in a Stocks and Shares **ISA**. Cash deposits into your St. James's Place Bank **ISA facility** are Cash **ISAs**.

C.8.2 If you have a Cash **ISA**, it must be included in your **St. James's Place Bank account**. We only provide Cash **ISAs**. Your **ISA** is a non **payment facility**.

C.8.3 You can withdraw any of your money or close your **facility**, without giving us notice. The amounts which you deposit in these accounts in any tax year will be subject to the maximum limits imposed by the Government.

C.8.4 On your written request, we will transfer or pay to you, as the case may be, **ISA** savings, interest, dividends and any other rights or proceeds in respect of such savings or any cash.

C.8.5 To open and operate **St. James's Place Bank Cash ISA**:

C.8.5.1 you must be 18 or over;

C.8.5.2 you must be resident and ordinarily resident in the United Kingdom or qualify for **ISA** tax benefits;

C.8.5.3 you must not have already subscribed to another Cash **ISA** in the same tax year;

C.8.5.4 the **facility** must only be held in, and must remain in, your sole name; and

- C.8.5.5 the **facility must** not be used as a sole trader, partnership, company account or as any other kind of business account or club or charity account (see condition A.3.12).
- C.8.6 You have an annual **ISA** investment allowance which covers both your Cash **ISA** and any Stocks and Shares **ISA** held by you. You also have an annual limit for your Cash **ISA**. (Details of the limits are provided in your Interest Rates and Charges leaflet. You may also access the details online at [www.sjpbank.co.uk](http://www.sjpbank.co.uk) or by calling 0845 602 6200.)
- C.8.6.1 If you deposit less than your annual Cash **ISA** subscription limit in any tax year, the unused element of your annual Cash **ISA** subscription limit will be available for use as part of your annual **ISA** investment allowance. You may invest a sum equal to the remaining element of your annual **ISA** investment allowance, with a provider of Stocks and Shares **ISAs**.
- C.8.6.2 Once you have deposited an amount equal to the maximum subscription limit for a Cash **ISA** in any tax year you may make no further subscriptions to your Cash **ISA** in that tax year regardless of any **withdrawals** you have made. Transfers from Cash **ISAs** to Stocks and Shares **ISAs** are not **withdrawals**. You may make further subscriptions to your Cash **ISA** in the following tax year.
- C.8.7 If you wish, you can transfer all of the value of current and previous tax years' subscriptions in your St. James's Place Bank **ISA facility** to another **ISA** provider by notifying us in writing through your new **ISA** provider. Your new **ISA** provider will send your transfer application to us, and within 5 banking days of receiving it, we will send your money and information to your new provider.
- C.8.7.1 You are able to transfer money which is in your St. James's Place Bank Cash **ISA** and has been saved in the current tax year, from your St. James's Place Bank Cash **ISA** to a Stocks and Shares **ISA** with another **ISA** provider. If you do so, you must transfer the whole amount saved in your St. James's Place Bank Cash **ISA** in the current tax year, into a Stocks and Shares **ISA**. The sum transferred will be treated as if it has been invested directly into the Stocks and Shares **ISA** and so you will still be able to deposit funds equivalent to your annual investment allowance for Cash **ISAs** in a new Cash **ISA**.
- C.8.7.2 You are able to transfer money which is in your St. James's Place Bank Cash **ISA** and has been saved in previous tax years, from St. James's Place Bank Cash **ISA** to a Stocks and Shares **ISA** with another **ISA** provider. If you do so, you do not need to transfer the whole amount which has been saved in your St. James's Place Bank Cash **ISA facility**, in previous tax years. You will still be able to use your whole annual **ISA** investment allowance for the current tax year.
- C.8.8 If part of your **ISA** is a **facility** which is subject to a notice period for **withdrawals**, we will not charge you a penalty if you decide to transfer your St. James's Place Bank Cash **ISA** to another **ISA** provider.
- C.8.9 If you die, any interest which we pay following the date of your death will not be exempt from tax.
- C.8.10 If:
- C.8.10.1 any of the information you give us in your application is found to be incorrect; or
- C.8.10.2 you have subscribed to more than one Cash **ISA** in any tax year;
- then we will tell you if your Cash **ISA** has become void as it no longer satisfies the **ISA** regulations. In such an instance, we will pay you the full credit balance of your **ISA** with us.
- C.8.11 If you cancel a Cash **ISA** within the cooling-off period, your Cash **ISA** will be deemed not to have existed for the purpose of calculating whether you have exceeded the investment allowance for the current tax year and you will be entitled to subscribe to a further Cash **ISA**.
- C.8.12 If you fail to subscribe to your Cash **ISA** in any tax year you must make a new **ISA** declaration before you will be able to deposit funds in your **St. James's Place Bank Cash ISA facility**. If you telephone us on 0845 602 6200 we will tell you how to do this.
- C.8.13 Your Cash **ISAs** must not be used as security for a loan.
- C.8.14 We will write to you once a year to remind you of the terms of your Cash **ISA** and your obligations.

## C.9 SOLE TRADER BUSINESS SAVINGS FACILITIES (NO LONGER AVAILABLE FOR SALE)

- C.9.1 You may only use your sole trader business savings **facility** as a sole trader account and you must not use it as a partnership, company or other kind of business account or as a club or charity account.
- C.9.2 You can only pay cheques made payable to your business into your sole trader business savings **facility** with the same name.

- C.9.3 If you wish to change the name of your sole trader business savings **facility**, for whatever reason, you must contact us. You must not change the name of the **facility** before you have contacted us and we agree that you can change the name. Failure to contact us may result in cheques not being accepted into your sole trader business savings **facility**.
- C.9.4 The sole trader business savings **facility** will be included in the way we work out interest on the **offset credit balances** and **offset debit balances** for the **facilities** in your **St. James's Place Bank account** which is set out in detail in condition A.7.7.

## PAYMENT SERVICES CONTRACT



## D.1 APPLICATION OF THIS SECTION

- D.1.1 This section applies to your **payment facilities** and certain payment services provided by us on your **payment facilities**. In addition the provisions relating to payment **transactions** apply to payment **transactions** carried out on your Cash ISA. It should be read alongside the terms in sections A, B and C relevant to your **facilities**. Any words with a special meaning should have the meaning given to them in condition A.2.1.
- D.1.2 This section applies to the following services: payments under the Faster Payments Scheme, **CHAPS**, internal transfers, payments made using the online, telephone banking services, direct debits, **standing orders** and **debit card transactions** or any other **automated payment**.
- D.1.3 The payment services covered by this section relate to **transactions** where:
- D.1.3.1 the payment service provider of the payee is located in the EEA; and
- D.1.3.2 the payment service is carried out in Euro or in the currency of an EEA State that has not adopted the Euro as its currency.

## D.2 HOW YOU INSTRUCT US TO CARRY OUT TRANSACTIONS

- D.2.1 Before we carry out instructions to carry out an **automated payment** on your **payment facilities** and your Cash ISA these must be authorised by you in one of the following ways:
- D.2.1.1 by calling St. James's Place Bank on 0845 602 6200 or logging on to [www.sjpbank.co.uk](http://www.sjpbank.co.uk), by providing your **personal security details** to us and requesting an available **withdrawal** from your current account, savings **payment facility** or Cash ISA **facility**;
- D.2.1.2 by inserting your **debit card** into an automated teller machine and keying in your **PIN** to make a request for a cash withdrawal from your current account **facility**;
- D.2.1.3 orally or in writing by providing your **debit card** details or your **facility** details to us, one of our representatives or a third party requesting a withdrawal or to transfer money from your **facility**;
- D.2.1.4 by providing your **facility** details to complete an **automated payment** from the **facility**; or
- D.2.1.5 by using your **debit card** to instruct a **transaction**.
- D.2.2 Your **current account instructions** or savings **payment facility** or Cash ISA instructions to carry out a payment can include a single payment, a series of recurring payments (including payments for an indefinite period) or pre-authorising a future payment of a certain (or uncertain) amount.
- D.2.3 In the event that a **transaction** has not been properly authorised by you under condition D.2.1 you may authorise the transaction after it has been made by providing your consent to the payment either orally or in writing to us.
- D.2.4 Where we receive your **current account instructions**, savings **payment facility** or **Cash ISA facility instructions** and provided it is authorised in accordance with condition D.2.1 to make a payment from your **facility** we have set out below details of the **transaction** times for various types of payment and the time in the day prior to which your instructions must be received to allow the payment to begin being processed that day.

Type of <b>automated payment</b> out	Cut off time	When the payment appears on your statement ( <b>transaction date</b> )	When the payment stops earning interest (or is included in the interest calculations if you are overdrawn)	When the payment is available to the <b>payee</b>
<b>CHAPS</b>	completed instruction by 2.30 p.m. on a <b>banking day</b>	on the <b>banking day</b> you instruct us to send the payment	immediately on the date we send the payment	same day
Faster Payments Scheme	completed instruction by 6.00 p.m. on a <b>banking day</b>	on the <b>banking day</b> you instruct us to make the payment	day we send the payment	<b>1 banking day</b> after we send the payment
Recurring payments under the Faster Payments Scheme	cut off by 7.00 p.m. on a <b>banking day</b> request to be given before the first payment date	on the <b>banking day</b> you instruct us to make the payment	day we send the payment	<b>1 banking day</b> after we send the payment
Internal transfer between <b>facilities</b> within your <b>St. James's Place Bank</b> account including Move Money instructions	online- no cut off telephone- during Contact Centre hours which are available online at <a href="http://www.sjpbank.co.uk">www.sjpbank.co.uk</a> or by telephoning 0845 602 6200	same day you instruct us to send the payment or (if that day is a Sunday) the next day  Move Money transactions instructed after 8.30 p.m –the next day	same day	same day
Direct debit  (available on current account <b>payment facilities</b> only)	not applicable	day we receive the request for payment	day we receive the request for payment	date of request for payment
<b>Standing Order</b>  (available on current account <b>payment facilities</b> only)	completed instruction by 6.00p.m. on a <b>banking day</b>	on the <b>banking day</b> you instruct us to make the payment	day the payment is sent	<b>1 banking day</b> from the date when the payment was sent
<b>Debit card transaction</b>  (available on current account <b>payment jars</b> only)	not applicable	day we are notified of the <b>debit card transaction</b>	day we are notified of the <b>debit card transaction</b>	<b>1 banking day</b> from the date of the transaction

We may not be able to carry out an instruction for an **automated payment** on your **payment facilities** and your Cash ISA if the bank or building society you are sending the money to is not a member of the Faster Payments Scheme.

If you ask us to make a payment on the same day or a future dated payment (including a **standing order** to an account at another bank in the UK) the following applies:

- D.2.4.1 We will use the Faster Payments Scheme if it is available and the bank you are sending a payment to is a member of the scheme.
- D.2.4.2 We can make a payment using the scheme within the cut-off times shown in the table above. We will take the payment from your payment facility and Cash ISA, on the same **banking day** and the payment will reach the receiving account by the next day.
- D.2.4.3 Where we receive your instruction for an automated payment after the cut -off times shown in the table above, we will treat it as having been received on the next **banking day**.
- D.2.5 We will not make a **standing order** payment from your current account **facility** or a future dated payment instruction on a day which is not a **banking day**. If you ask us to do so, we will treat it as if the payment were scheduled to be paid on the next **banking day**. The payment will reach the receiving account by the next day.
- D.2.6 If you ask us to make a **standing order** payment from your current account **facility** or a future dated payment instruction on a day which is not a **banking day**, we will check the balance in your **facility** on the evening of the **banking day** before the payment is due to be made.
- D.2.7 You can make payments online which will be sent using the Faster Payments Scheme from either your current account **facility**, your savings **payment facility** or your Cash ISA **facility**.
- D.2.8 Other than in the case of future dated payments and cheques (including direct debits and **standing orders**), once a **transaction** is authorised by you it cannot be cancelled.
  - D.2.8.1 A future dated payment can only be cancelled up to the end of the **banking day** before the day it is due to be made by contacting us orally, in writing or by logging on to [www.sjbank.co.uk](http://www.sjbank.co.uk).
  - D.2.8.2 Where you have set up instructions for a number of recurring **transactions** you may cancel this instruction by contacting us orally, in writing, or by logging on to [www.sjbank.co.uk](http://www.sjbank.co.uk)  
This will cancel any of the recurring payments which are due to be made after the end of the day of cancellation where that day is a **banking day**. Where the cancellation is received on a **non banking day** it will cancel any recurring payments which are due to be made after the end of the next **banking day**.
- D.2.8.3 Certain **automated payments** may require additional authorisation in accordance with our security procedures. If this is necessary, your instruction will be treated as being completed after the security check. If this happens, your payment will normally still be sent at the instructed time. We will always adjust the effective date for the interest to ensure that you never lose interest because of a security check.
- D.2.8.4 You can find out how your payments move by logging on to [www.sjbank.co.uk](http://www.sjbank.co.uk) or by calling 0845 602 6200.
- D.2.8.5 If we cannot carry out your instruction for an **automated payment** using the Faster Payments Scheme you can contact us to see if there is any other method available to make payment.
- D.2.8.6 You can check with us when you make a payment whether the bank you are sending the payment to is a member of the Faster Payments Scheme.
- D.2.9 If you have given another business or organisation in the UK authority to collect payment by direct debit on a regular basis and you wish to cancel or change a direct debit, as well as telling us so we can suspend any further payments, you must tell the other business or organisation no later than the end of the **banking day** before the day we are due to make the payment, so that they can cancel the direct debit.

### D.3 WHEN CAN WE CHANGE THE INTEREST RATES?

- D.3.1 As highlighted in condition A.8.1 we have set out details of the interest rates for the different products you can have with us.

D.3.2 We can change the interest rates on your **payment facilities** if it is reasonable to make the change. We will notify of any change as follows:

D.3.2.1 Where the change is to your disadvantage we will give you two months' notice of the change and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period.

If you do not agree to the change you can close your **payment facility** to which the change relates. If you notify us in writing that you do not accept a change, as soon as possible and in any event before the end of the two month period, we will take this notification as notification that you wish to close your **payment facility** immediately (depending on the **facility** to which the notification related).

D.3.2.2 We do not need to give you prior notice in accordance with condition D.3.2.1 of any change in interest rate payable on your **payment facility** where the change is to your advantage or where the interest rate applied to your **facility** is linked to a **reference rate** and the change reflects a change in that **reference rate**. Where we make such an advantageous change or where the change follows a **reference rate**, we may apply it to a **payment facility** immediately and we will notify you by putting a notice in at least three national daily newspapers or by writing to you.

#### D.4 WHEN CAN WE CHANGE THE CHARGES?

We can change the charges applicable to your **payment facilities** if it is reasonable to make the change. Where we make a change to a charge or add a new charge we will give you two months' notice of the change and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. If you do not agree to the change, we will take this notification as notification that you wish to close your **payment facility** immediately (depending on the **facility** to which the notification related).

#### D.5 WHEN CAN WE CHANGE THE CONDITIONS AND RELATED SERVICES IN THIS SECTION D?

We can change the conditions (in this section D), if it is reasonable to make the change. If you do not agree to the change, you can close your **payment facilities**. We will give you two months' notice of the change and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. We will take this notification that you wish to close your **payment facility** immediately (depending on the **facility** to which the notification related).

#### D.6 UNAUTHORISED AND INCORRECTLY EXECUTED PAYMENTS

D.6.1 If you become aware that an **automated payment** or a **debit card transaction** has not been properly authorised by you or has been incorrectly executed you must notify us by telephoning 0845 602 0262 (+ 44 1506 593014 from abroad). This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date the **transaction** is debited to your **St. James's Place Bank account**. If you do not notify us you will not be entitled to a refund under this condition.

D.6.2 You may be entitled to claim a refund of the amount of any charges that would not have been applied but for the **transaction** where a **transaction** was not authorised by you in accordance with condition D.2.

D.6.3 We are responsible for a **transaction**:

D.6.3.1 which was not authorised;

D.6.3.2 which was incorrectly executed and you notified us in accordance with condition D.6.1; or

D.6.3.3 where a pre-authorised **transaction** did not specify the exact amount of the **transaction** at the time of your authorisation to the **transaction** was provided and the amount charged by a supplier was more than you could reasonably have expected taking into account normal spending patterns on your **St. James's Place Bank account** or the circumstances of the **transaction**.

D.6.3.3.1 A claim for a refund in these circumstances will not be accepted if:

D.6.3.3.2 you have consented to the **transaction**;

D.6.3.3.3 the amount of the **transaction** was made available to you at least four weeks before the **transaction**;  
or

D.6.3.3.4 the request for a refund is made more than eight weeks after being debited from your **payment facility**.

This does not affect your rights under the Direct Debit Scheme.

D.6.3.4 We will not be liable where we can prove the **payee's** bank or building society is at fault.

D.6.4 In the event of a disputed **transaction** the burden of proving fraud or gross negligence will lie with us.

D.6.5 Where the **transaction** was not authorised by you we will immediately refund the **transaction** to you and restore your **facility** to the state it would have been in had the **transaction** not taken place unless we can prove the **payee's** bank or building society is at fault.

## D.7 SAFEGUARDS AND CORRECTIVE MEASURES

### D.7.1 Payment Instrument

A **payment instrument** is any personalised device or set of procedures used by you in order to instruct **automated payments** from your **facilities** and includes your **debit card** and **PIN** and your **personal security details**.

D.7.1.1 Our right to stop use of your payment instrument

As set out in section A, we have the right to stop the use of a **payment instrument** on reasonable grounds relating to:

D.7.1.1.1 the security of the **payment instrument**;

D.7.1.1.2 the suspected unauthorised or fraudulent use of the **payment instrument**; or

D.7.1.1.3 for a **facility** with a credit line (such as your current account **facility**), a significantly increased risk that you may be unable to fulfil your liability to pay.

D.7.1.1.4 We will advise you of our intention to stop the use of the payment instrument and advise you of the reasons for doing so, so long as this advice will not compromise reasonable security measures or is otherwise unlawful.

D.7.1.1.5 We will allow the use of the **payment instrument** or replace it with a new **payment instrument** as soon as practicable after the reasons for stopping its use cease to exist.

D.7.1.2 You must use **the payment instrument** in accordance with the terms and conditions governing its issue and use as provided to you.

D.7.1.2.1 You must take all reasonable steps to keep its personalised security features safe at all times.

D.7.1.2.2 You must notify us **in** the agreed manner (see conditions A.4.5 and B.11) and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the **payment instrument**. For unauthorised payment **transactions** notification must be no later than 13 months after the debit date for the **transaction**.

D.7.1.3 We will ensure that appropriate means are available at all times to enable you to notify us of any loss, theft, misappropriation or unauthorised use of the **payment instrument**.

D.7.1.3.1 If you notify us as above, we will, upon your request, provide proof that such notification was made at any time during a period of 18 months after the alleged date of the notification.

D.7.1.3.2 We will prevent any further use of the payment instrument once notification as above has been made by you.

D.7.1.4 As soon as you become aware of the loss, theft, misappropriation or unauthorised use of a payment instrument then you must contact us immediately on 0845 606 0262 ( 44 1506 593014 from abroad) or by writing to St. James's Place Bank, P.O. Box 1737 Edinburgh EH12 1AZ

## D.8 YOUR LIABILITY

D.8.1 You are liable for all losses incurred in respect of an unauthorised **automated payment transaction** where you:

D.8.1.1 have acted fraudulently; or

D.8.1.2 have with intent or gross negligence failed to comply with your obligations under conditions A.4.4, A.4.5 or D.7.1.2.

D.8.1.3 Subject to the above you are liable up to a maximum of £50 for any losses incurred in respect of unauthorised payment **transactions** arising:

D.8.1.3.1 from the use of a lost or stolen **payment instrument**; or

D.8.1.3.2 where you have failed to keep the personalised security features of the **payment instrument** safe from misuse.

D.8.1.4. You are not liable for any losses incurred in respect of unauthorised payment **transactions** processed by way of a **payment instrument** which arises after any notification under condition D.7.1.4 unless you have been fraudulent.

## D.9 INTERNATIONAL PAYMENTS INTO AND OUT OF YOUR PAYMENT FACILITIES

D.9.1 If you make a **debit card transaction** in a foreign currency, we will change the amount of the **debit card transaction** to pounds sterling on the date we pay it into or out of your **St. James's Place Bank account**. The exchange rate that will apply to these **debit card transactions** will be the VISA Reference Exchange Rate. The exchange rate we use to convert the payment to Sterling will include a conversion fee of 2.25% of the amount of the **transaction** plus £1.50. The charges for this service are set out in our Interest Rates & Charges leaflet. You can find out the exchange rate by telephoning 0845 602 6200, however, if you call before a **transaction** is added to your **St. James's Place Bank account**, the rate we will provide will only be indicative.

D.9.2 If you receive money into your **payment facilities** in a foreign currency we will change the amount of the payment into pounds sterling on the date we pay it into the relevant **facility**. The exchange rate that we will apply is our Retail Reference Exchange Rate for incoming payments. We may also make a charge for this service as set out in our Interest Rates & Charges leaflet. Further details of the actual exchange rate used can be obtained by telephoning 0845 602 6200.

D.9.3 Where you instruct us to convert any payment or **withdrawal** other than a **debit card transaction** into another currency, this is not covered by this agreement and you will be given separate conditions and details at that time.

D.9.4 We can make immediate changes to the exchange rate used to convert foreign currency where this is based on an external reference rate (for example the VISA Reference Exchange Rate or the Retail Reference Exchange Rate).

## D.10 INFORMATION ON TRANSACTIONS

In addition to statements provided on your **St. James's Place Bank account**, you can request additional information from us in respect of **automated payments** and **debit card transactions**.

D.10.1 The information we can provide to you is:

D.10.1.1 details of the **transactions** into and out of your **payment facilities** including a reference enabling you to identify the **transactions**;

D.10.1.2 the amount of the **transaction**;

D.10.1.3 any charges applied to your **payment facilities** in relation to the **transaction**;

D.10.1.4 the date of receipt of the **transaction** into your **St. James's Place Bank account**.

D.10.2 To request this information please call us on 0845 602 6200.

## D.11 CLOSING YOUR PAYMENT FACILITIES

D.11.1 Your **payment facilities** will remain open until closed by either you or us in accordance with these conditions.

D.11.2 We may terminate your **payment facilities**. To do this we must give you at least two months notice.

D.11.3 You may terminate your **payment facilities** at any time by giving us notice. You must give back your cheque books, **debit card** and pay us anything you owe us on your **facility**.

## D.12 REFUSING TO CARRY OUT TRANSACTIONS

D.12.1 We may refuse to carry out **transactions** on your **payment facilities** if:

D.12.1.1 we are required to do so by law;

- D.12.1.2 you are not keeping to these conditions;
- D.12.1.3 we think that someone else is trying to access your **payment facility**
- D.12.1.4 the wrong **personal security details** have been used for your **St. James's Place Bank account**;
- D.12.1.5 you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
- D.12.1.6 you apply to a court for an interim order (that is a court order which gives you temporary protection from a claim made by somebody you owe money to);
- D.12.1.7 a bankruptcy order is made against you or we think that one is likely to be made;
- D.12.1.8 an administration order has been made under the appropriate legislation which covers how you are to repay money you owe;
- D.12.1.9 there is a dispute (which we reasonably believe may be genuine) about the ownership or entitlement, to the money in the **facility**.
- D.12.1.10 we think you have tried to access any of our other **clients' St. James's Place Bank accounts** or any of our files, programmes or records;
- D.12.1.11 we think that you have tried to introduce a virus or other harmful programme to your **St. James's Place Bank account** or any of our **files**, programmes or records or you have told someone else how to do so;
- D.12.1.12 we think that you are using your **payment facility** in an illegal way or in a way that we reasonably consider to be inappropriate or that harms or could harm the interests of us, our holding company or any subsidiary of our holding company;
- D.12.1.13 the relationship between you and us has irretrievably broken down (for example if you have been threatening or abusive to our staff);
- D.12.1.14 the terms of another account you have prevent completion of the **transaction**;
- D.12.1.15 action is taken by a third party which prevents us from executing the **transaction**;
- D.12.1.16 there are technical issues which prevent us from executing the **transaction**;
- D.12.1.17 **debit card** or **personal security details** (or any other mechanism we provide to you for accessing your **payment facility**) have been lost, stolen or are being used by someone else or we believe your **payment facility** is being used illegally or fraudulently;
- D.12.1.18 the **transaction** is not properly authorised;
- D.12.1.19 there are insufficient funds in your **payment facility** to cover the **transaction**; or
- D.12.1.20 circumstances beyond our reasonable control prevent us from offering a normal service (such as an act of terrorism, computer failure or industrial action).
- D.12.2 In the case of condition D.12.1.20:
  - D.12.2.1 we will respond proportionately to the circumstances in question;
  - D.12.2.2 we will take all reasonable steps to ensure that the restrictions are lifted as soon as practicable to minimise the inconvenience to you; and
  - D.12.2.3 we will if practicable, give advance notice
- D.12.3 In all other cases, if we refuse to carry out a **transaction** on your **payment facility**, we will contact you at the earliest opportunity and in any event no later than the end of the third **banking day** following the time of receipt of your authorisation to make the payment. Following receipt of this notification you can contact us on 0845 602 6200 for details of how to rectify any errors.
- D.12.4 We are not liable for failing to make a payment if the bank or building society you are sending the payment to is not a member of the Faster Payments Scheme.

## PERSONAL LOANS

## E.1 THE DIFFERENT SECTIONS OF THIS BOOKLET

This section only applies to personal loan **facilities** within your **St. James's Place Bank account**. It must be read alongside section A.

## E.2 EFFECTIVE DATE OF THE PERSONAL LOAN AGREEMENT

We will treat the **personal loan agreement** as having been made on the date on which it is signed by a person we have authorised to sign it for us. You can only enforce it against us when it has been signed by that person.

## E.3 REGULAR PERSONAL LOAN PAYMENT

E.3.1 You must pay us the **regular personal loan payments** on the **key dates** on which they are due in the way we say (for example, by direct debit or internal transfer from another part of your **St. James's Place Bank account**). If a **key date** is not a **banking day**, you must pay the **regular personal loan payment** on the next **banking day**.

E.3.2 You must make any payments other than the **regular personal loan payments** in the way and to the address we tell you.

E.3.3 If you choose Option 1 for the way in which you want us to work out the interest you have to pay (see condition A.7.7) and the interest you have to pay in any **interest period** is less than the interest element of the **regular personal loan payment**, you still have to pay us the full **regular personal loan payment**. We will use the difference between the interest element in the **regular personal loan payment** and the interest you have to pay us to reduce the **personal loan debt**.

E.3.4 Any payment made to the personal loan **facility** (including the **regular personal loan payment**) is used:

E.3.4.1 first to pay the current **regular personal loan payment**;

E.3.4.2 then towards repaying any arrears on the **personal loan debt**; and

E.3.4.3 then to reduce or repay the **personal loan debt**.

E.3.5 If you pay us more than the **regular personal loan payment** in any **interest period**:

E.3.5.1 this will reduce the **personal loan debt**;

E.3.5.2 but you will not be able to gain access to this money again under the **personal loan agreement**.

E.3.6 If the part of the **regular personal loan payment** intended to cover interest is more or less than the amount of interest you actually have to pay on the **personal loan debt**, this will not trigger the setting of a new **regular personal loan payment**.

## E.4 PAYMENT HOLIDAYS

E.4.1 You may miss up to two **regular personal loan payments** in any one calendar year if:

E.4.1.1 you have kept to your obligations in the conditions in sections A and E;

E.4.1.2 you do not have to pay off the **personal loan debt** immediately under condition E.5;

E.4.1.3 your personal circumstances have not changed to the extent that we think that this will affect your ability to repay the **personal loan debt** over the remaining **personal loan repayment period**.

E.4.2 You cannot miss a **regular personal loan payment** in the first or last six months of the **personal loan repayment period**.

E.4.3 If you miss a **regular personal loan payment** in accordance with condition E.4.1, we will add the interest element of the missed **regular personal loan payment** to the **personal loan debt**. You will have to repay the missed **regular personal loan payment** and any interest due on it over the remaining **personal loan repayment period**. This will mean that your **regular personal loan payment** will go up. We will tell you what your new **regular personal loan payment** is.

## E.5 WHAT HAPPENS IF YOU DO NOT KEEP TO THE PERSONAL LOAN AGREEMENT

If any of the following happens, we no longer have to lend you the personal loan or any part of it or, if we have already lent you the personal loan, and depending on any notice required by the Consumer Credit Act 1974, you must pay us the **personal loan debt** straight away if:

- E.5.1 you do not pay any of the **regular personal loan payments** by the **key date** in each month;
- E.5.2 you do not keep to any of your obligations under the **personal loan agreement** or the conditions in sections A and E;
- E.5.3 you have given us any false or misleading information;
- E.5.4 any of the following things happens to you (or, if there are two of you, the first one of you to whom it happens):
  - E.5.4.1 you die;
  - E.5.4.2 you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
  - E.5.4.3 you apply to a court for an interim order; or
  - E.5.4.4 a bankruptcy order is made against you or we think that one is likely to be made.
- E.5.5 anybody takes any of your money or property to recover a debt; or
- E.5.6 your personal loan is made under a scheme operated for either:
  - E.5.6.1 the people you work with; or
  - E.5.6.2 the members of an organisation of which you are a member, and your membership of the scheme ends (or, if there are more than one of you and you are both members of the scheme, both of your memberships end).

## E.6 EARLY REPAYMENT

- E.6.1 You may repay the **personal loan debt** at any time.
- E.6.2 If you ask us to, we will send you a statement showing the amount you must pay us which may be reduced by a rebate.

## E.7 WHAT HAPPENS IF YOUR PERSONAL LOAN FACILITY IS IN JOINT NAMES?

- E.7.1 Each one of you is responsible for repaying the whole **personal loan debt** and not just a part of it.
- E.7.2 We will accept the instructions or signature of either one of you.
- E.7.3 If one of you dies, we will continue to accept instructions in connection with your personal loan **facility** from the survivor.
- E.7.4 If your relationship with each other ends, you must ensure that the **regular personal loan payment** is made or the **personal loan debt** is repaid.

## MORTGAGES

## F.1 THE DIFFERENT SECTIONS OF THIS BOOKLET

This section only applies to mortgage facilities within your St. James's Place Bank account. It must be read alongside section A.

## F.2 THE MORTGAGE DEBT

- F.2.1 We can divide the **mortgage debt** into different parts. We may also charge interest under conditions F.4 and F.5 at different rates on different parts of the **mortgage debt**. We may agree to allow different parts of the **mortgage debt** to be repaid over different **mortgage repayment periods**.
- F.2.2 Where we have divided the **mortgage debt** into different parts, we will add our charges or expenses to the outstanding part of the mortgage **facility** which has the lowest part number on your statement unless:
- F.2.2.1 the charge is a **further advance** fee, in which case we will add the charge to the part of the **mortgage debt** which includes the relevant **further advance** and if the **further advance** has more than one part, we will apply the fee to whichever of those parts is added to your mortgage **facility** first;
- F.2.2.2 in a case where condition F.2.2.1 does not apply, you tell us the part of the **mortgage debt** to which you want us to add the charge or expense, in which case we will add the charge or expense to the part of the **mortgage debt** you ask us to; or
- F.2.2.3 in a case where neither condition F.2.2.1 nor condition F.2.2.2 applies, we think it is appropriate to add the charge or expense to another part of the **mortgage debt**, in which case, we will add it to the part of the **mortgage debt** we think is most appropriate.
- F.2.3 Where you pay **regular mortgage payments** for different parts of the **mortgage debt** (whether or not on different dates or at different intervals), conditions F.5 and F.6 apply separately to the **regular mortgage payment** for each part of the **mortgage debt**.
- F.2.4 If you have not paid us any amount when you were due to, we will use any payment that you make to us which is not a **regular mortgage payment** to pay off the unpaid amount. If any money is left over, it will be an **overpayment**.
- F.2.5 If you make an **overpayment**, you must tell us which part of the **mortgage debt** you want the **overpayment** to reduce or pay off.

## F.3 PRE-AGREED RESERVE AND BUILT-UP RESERVE

- F.3.1 We will lend you the **pre-agreed reserve** or the **built-up reserve** (or part of either of them) when you ask us to unless any of the key restrictions on our flexible mortgages in the Payment holiday part of section 12 of the **offer** or any of the other restrictions set out in the **offer** or an **extra agreement** apply.
- F.3.2 If any of the key restrictions on our flexible mortgages in the Payment holiday part of section 12 of the **offer** or in an **extra agreement** apply, we will take away the **pre-agreed reserve**.
- F.3.3 If we give you at least 30 days' notice, we can change the minimum amount you can borrow at any one time from the **pre-agreed reserve** and the **built-up reserve** mentioned in the **offer** or an **extra agreement**:
- F.3.3.1 to reflect a change in the value of money; or
- F.3.3.2 to reflect a change in the cost to us of processing requests from clients to borrow the **pre-agreed reserve** or the **built-up reserve**.
- F.3.4 If you have failed to pay your **regular mortgage payment** or any other amount you have to pay us in connection with a mortgage **facility**, we will, if you ask us, let you borrow the **built-up reserve** to reduce or pay off the amounts you have failed to pay on the mortgage **facility** unless:
- F.3.4.1 we believe that you have not kept to your other obligations in these conditions;

- F.3.4.2 you have given someone else a mortgage (standard security in Scotland) over the **property** without our permission;
- F.3.4.3 you have let the **property** (even with our permission);
- F.3.4.4 you must pay off the **mortgage debt** immediately under conditions F.17.3, F.17.6, F.17.7 F.17.8, or F.17.9;
- F.3.4.5 we believe someone else is able to claim an interest in the **property** which could affect our right to sell it or which will rank ahead of our interests under the **mortgage**;
- F.3.4.6 we believe that there has been or is likely to be a material reduction in the value of the **property**; or
- F.3.4.7 we have started legal proceedings to repossess the **property**.
- F.3.5 If you have another St. James's Place Bank mortgage, we will continue to show the **pre-agreed reserve** and **built-up reserve** for each mortgage **facility** (if any) on your statements. The fact that a statement may show a **pre-agreed reserve** or **built-up reserve** does not necessarily mean that you will be able to borrow it at that time.
- F.3.6 If you apply to open another mortgage **facility**, we may reduce or cancel the **pre-agreed reserve** on any other mortgage **facility** in your **St. James's Place Bank account**. We will tell you if we are going to do this before the new mortgage **facility** is opened, so that you may decide whether you want to go ahead with opening the new mortgage **facility**. If there are two of you and the new mortgage **facility** is to be opened in the name of one of you alone, we will also tell the other of you if the opening of the new mortgage **facility** would lead to the reduction or cancellation of any **pre-agreed reserve** on any mortgage **facility** which is held in the other's sole or joint name.
- F.3.7 If we agree to let you transfer from one mortgage product to another, we may reduce or cancel the **pre-agreed reserve** or the **built-up reserve**. We will tell you in the **extra agreement** we send you before the product transfer takes place how much, if any, of the **pre-agreed reserve** or the **built-up reserve** will be available to you after the product transfer.
- F.3.8 If we give you permission to:
  - F.3.8.1 sell, give away or change the use of the **property** or any part of it; or
  - F.3.8.2 release you (or either of you) from your obligations under the **mortgage**,
 we can make it a condition of giving our permission that we will reduce or cancel the **pre-agreed reserve** or **built-up reserve** (or part of either of them). This will not affect any part of the **pre-agreed reserve** or **built-up reserve** we have released to you before we gave our permission.
- F.3.9 You should make sure that you ask us at least ten **banking days** before you want to borrow any part of the **pre-agreed reserve** or **built-up reserve**.
- F.3.10 We only have to release the **pre-agreed reserve** (or part of it) in the period we state in the **offer** or any **extra agreement**. We will review our willingness to lend you the **pre-agreed reserve** at the end of that period. We will tell you if we are prepared to offer you a new **pre-agreed reserve** and, if so, on what terms. If we do offer you a new **pre-agreed reserve**, the letter that we send you telling you what it will be will be an **extra agreement**.
- F.3.11 If, during the **special rate period**, you intend to make a payment to reduce a **special rate loan** and by doing so increase the **built-up reserve**, you should contact us before you make the payment. This will enable us to tell you what **special rate early repayment charge** you will have to pay us in connection with the payment.

#### F.4 THE INTEREST WE CHARGE

- F.4.1 We start charging interest from the date we lend you money or, in the case of a charge we make or expense we incur, from the date it becomes due.
- F.4.2 If we keep back or you choose not to borrow part of the money we have agreed to lend, we will only charge interest on the money we have actually lent.
- F.4.3 We will charge interest on the **capital** (or the different parts of it) at the applicable interest rate (or rates) set out in the **offer** or an **extra agreement**.
- F.4.4 We will charge you an **added rate** if we say so in the **offer** or any **extra agreement**.

- F.4.5 If we believe:
- F.4.5.1 you have let the **property** (with or without our permission);
- F.4.5.2 you have changed the way you use the **property (for example, from residential to commercial use)**, with or without our permission, and the change means that the terms which apply to the **mortgage debt** are more favourable than we would offer to a new borrower applying for a mortgage loan to be secured on a property being used in that way;
- F.4.5.3 the value of the **property** has been reduced (otherwise than by events outside your control); or
- F.4.5.4 something has happened or is likely to happen which makes it more difficult for us to use our powers over the **property**,  
we may:
- F.4.5.5 if we are not charging you interest at the **variable mortgage rate**, stop charging you interest at the rate that applies to your mortgage and start charging you interest at the **variable mortgage rate**;
- F.4.5.6 charge you:
- F.4.5.6.1 an **added rate** of not more than 2% a year; or
- F.4.5.6.2 a charge every six months of not more than 1% of the **mortgage debt**; or
- F.4.5.7 transfer you to a different mortgage product that is of a type that we would offer you (based on your circumstances at that time) if you were to apply for a new mortgage at the time of the transfer.
- F.4.6 We may use our rights under conditions F.4.5.5 and F.4.5.6 together or separately.
- F.4.7 The **added rate** or charge we describe in condition F.4.5.6 will be in addition to any **added rate** we say we will charge as mentioned in condition F.4.4. We may cancel or reduce the **added rate** or charge under condition F.4.5 at any time by giving you notice.
- F.4.8 We will give you notice if we decide to do any of the things in conditions F.4.5.5, F.4.5.6 or F.4.5.7.
- F.4.9 We may change the interest rate by changing the **variable mortgage rate** or any **added rate**.

## F.5 SPECIAL RATE LOANS

- F.5.1 If we say so in the **offer** or in any **extra agreement**, we will charge you interest on the **special rate loan** at the **special rate** plus any **added rate** during the **special rate period**.
- F.5.2 When condition A.7.4 allows us to charge you interest on any unpaid interest on the **special rate loan**, or on any charge which we add to the **special rate loan**, we may choose whether the interest is to be charged:
- F.5.2.1 at the **variable mortgage rate** plus any **added rate**; or
- F.5.2.2 at the **special rate** plus any **added rate**.
- F.5.3 If and while the interest rate on a **mortgage loan** is or includes a **special rate**, the following limitations will apply to our right to change it for any of the reasons in conditions A.8.2, A.8.3 and A.8.4.
- F.5.3.1 If the **special rate** is a fixed rate, we will not change it.
- F.5.3.2 If the **special rate** is a capped rate, we will not raise the **special rate** to more than the maximum interest rate we set out in the **offer** or any **extra agreement**.
- F.5.3.3 If the **special rate** is a collared rate, we will not reduce the **special rate** to less than the minimum interest rate we set out in the **offer** or any **extra agreement**.
- F.5.3.4 If the **special rate** is a discounted rate, we may change the **special rate** by changing the **variable mortgage rate** but not the discount we take off the **variable mortgage rate**.
- F.5.3.5 If the **special rate** is a tracker rate, we will change the **special rate** when the external rate (an interest rate not set by us) to which it is linked changes. We will change the **special rate** within 30 days of the official publication of the decision to change the rate to which it is linked. We will change the **special rate** in line with the change in the external rate. The **special rate** will be the amount above or below the external rate which applies at the time of the change as set out in the **offer** or any **extra agreement**.

If a **special rate** is a combination of two or more types of **special rate** (for example, a capped and collared rate), each of the relevant limitations described in this condition F.5.3 will apply.

- F.5.4 We may, on giving you 30 days' notice, cancel the **special rate** or change the **special rate period** or the parts of the **capital** which the **special rate** applies to if:
  - F.5.4.1 the **offer**, or any **extra agreement**, allows us to do this;
  - F.5.4.2 you do not keep to the terms in the **offer** or any **extra agreement**; or
  - F.5.4.3 you must pay off the **mortgage debt** immediately under condition F.17.We will then charge interest at the **variable mortgage rate** plus any **added rate** (or the **special rate** plus any **added rate**).
- F.5.5 Unless the **offer** or any **extra agreement** says you cannot, you can pay off part of the **special rate loan** during the **special rate period**, if you pay any **special rate early repayment charge** that the **offer** or any **extra agreement** says is payable.
- F.5.6 From the end of the **special rate period**, we will charge interest at the **variable mortgage rate**, plus any **added rate** which applies, on the part of the **capital** which used to be the **special rate loan**.

## F.6 REGULAR MORTGAGE PAYMENTS AND OVERPAYMENTS

- F.6.1 You must pay us the **regular mortgage payment** on each **key date**. You then have to carry on paying us the **regular mortgage payments** until you have paid off the **mortgage debt** in full.
- F.6.2 You must pay us the **regular mortgage payment** in the way we say (for example, by internal transfer from another **facility** within your **St. James's Place Bank account** or by direct debit). If we tell you to pay them by internal transfer or direct debit, we may also use the internal transfer or direct debit system to collect any of our charges you have to pay us.
- F.6.3 If we give you at least 30 days' notice, we can change the way you have to pay the **regular mortgage payment** for any of the following reasons.
  - F.6.3.1 Because changes in the banking system mean that:
    - F.6.3.1.1 the way you make your **regular mortgage payment** has become, or is about to become obsolete;
    - F.6.3.1.2 a quicker or safer way of making your **regular mortgage payment** has been introduced or become more widely available.
  - F.6.3.2 To reflect any changes in the law, codes of practice, the way we are regulated, recommendations of the Financial Services Authority or any other regulatory body, or standards published by other bodies which we agree will apply to your **St. James's Place Bank account** or your mortgage **facility**.
  - F.6.3.3 To reflect a decision or recommendation made by, or a requirement of, a court, ombudsman, regulator or similar body or an undertaking given to the Director General of Fair Trading or a qualifying body (as defined in the Unfair Terms in Consumer Contracts Regulations 1999).
- F.6.4 If you have failed to pay all or part of one or more **regular mortgage payment** when it was due and you still owe us the unpaid amount, we may decide which part of the **mortgage debt** we are going to pay off with the amount you do pay.
- F.6.5 If you choose Option 1 (see condition A.7.7.1) and the interest you have to pay in any **interest period** is less than the interest element of the **regular mortgage payment** and:
  - F.6.5.1 your chosen **mortgage payment option** is Reduced Debt or Shorter Term, you still have to pay us the full **regular mortgage payment**. We will use the difference as an **overpayment**. As the **overpayment** is part of the **regular mortgage payment**, we will apply it in the way set out in condition F.6.7. If the mortgage **facility** has more than one part, we will apply the **overpayment** to each part in turn in the order in which we number the parts in your statements. An **overpayment** will not form part of the **built-up reserve** and you will not be able to reborrow or use it in the future.
  - F.6.5.2 your chosen **mortgage payment option** is Lower Payments, you have to pay the **regular mortgage payment** we have notified you of.
- F.6.6 If a mortgage **facility** is made up of more than one part and you make an **overpayment** into it, you must tell us which part of the mortgage **facility** you want to reduce or pay off.
- F.6.7 We will use a payment (including a payment we collect as a **regular mortgage payment**) in the following way:

- F.6.7.1 first, towards paying any unpaid **regular mortgage payment** for the immediately preceding **interest period**;
- F.6.7.2 then, towards paying any arrears on the **mortgage debt**;
- F.6.7.3 then, in the way you have asked us to apply it;
- F.6.7.4 then, towards repaying the **capital**.
- F.6.8 When we apply a payment in the way we describe in condition F.6.7.2, we will use the payment to pay the oldest arrears first, continuing with the next oldest arrears, and so on, until the most recent arrears have been paid off or the payment has been used up.
- F.6.9 When we apply a payment in the way we describe in condition F.6.7.4, we will use the payment in the following ways.
- F.6.9.1 First, we will use the payment to reduce or pay off the parts of the **mortgage debt** on which no **special rate early repayment charge** is payable. If there is more than one such part, we will reduce or pay off the part with the highest interest rate first. If two or more of the parts have the same interest rate, we will use the payment to reduce or pay off the one which is in the part of the mortgage **facility** which has the lowest part number on your statement.
- F.6.9.2 If any of the payment remains unused, we will use it to reduce or pay off the parts of the **mortgage debt** on which a **special rate early repayment charge** is payable. If there is more than one such part, we will reduce or pay off the part with the highest interest rate first. If two or more of the parts have the same interest rate, we will use the payment to reduce or pay off the one which is in the part of the mortgage **facility** which has the lowest part number on your statement.
- F.6.10 Any payment we apply in the way we describe in conditions F.6.7.3 or F.6.7.4 will be treated as an **active overpayment** and form part of the **built-up reserve**.

## F.7 CHANGES TO THE REGULAR MORTGAGE PAYMENT, THE MORTGAGE REPAYMENT PERIOD AND MORTGAGE PAYMENT OPTIONS

- F.7.1 We may change the **regular mortgage payment** or the **mortgage repayment period** (or both). We may do this if:
- F.7.1.1 we stop treating any part of the **mortgage debt** as an interest-only **mortgage loan** or we ask you to start paying **capital** again (see conditions F.9.2 and F.9.3);
- F.7.1.2 you borrow more money from us;
- F.7.1.3 we agree that you can stop paying **regular mortgage payments** for a period;
- F.7.1.4 you take a **payment holiday**; or
- F.7.1.5 we need to reflect a change to:
- F.7.1.5.1 the interest rate (including a change caused by us applying, cancelling or changing an **added rate** or a **special rate**);
- F.7.1.5.2 the period during which an **added rate** or a **special rate** applies;
- F.7.1.5.3 the part of the **capital** which an **added rate** or a **special rate** applies to;
- F.7.1.5.4 the amount of the **capital**; or
- F.7.1.5.5 the **mortgage payment option** you have chosen.
- F.7.2 We may also change the **regular mortgage payment** if we need to take account of a change to the **mortgage repayment period** or the **key date**.
- F.7.3 We do not normally set a new **regular mortgage payment** merely because you make an **overpayment** or other payment. However, we will set a new **regular mortgage payment** if you make a lump sum **overpayment** when your **mortgage payment option** is Lower Payments (unless at the time when you make the lump sum **overpayment**, you are also making regular **overpayments** or underpayments under a special arrangement agreed between you and us).
- F.7.4 We will give you the choice of changing the **regular mortgage payment** each time the interest rate changes or having the same **regular mortgage payment** for a 12 month period. (Please note that, even if you choose to have the same **regular mortgage payments** for a 12 month period, the **regular mortgage payment** may still change during that period if a **special rate period** comes

to an end, or if we need to change the **regular mortgage payment** for reasons other than a change in the interest rate – for example, because there is a change in the **mortgage repayment period** or because fees, charges or expenses which you have not paid are added to the **capital**).

- F.7.5 We will give you notice if we change the **regular mortgage payment** or the **mortgage repayment period**. Where your **mortgage payment option** is Lower Payments, we will only notify you of changes to the **regular mortgage payment** which occur under condition F.7.13 by placing details of the new **regular mortgage payment** with the information we show you about your **St. James's Place Bank account** when you log onto your **St. James's Place Bank account** on our web site unless you have asked us to notify you in some other way and we have agreed to do so.
- F.7.6 If we give you notice extending the **mortgage repayment period**, the extension will not apply if, within seven days of getting our notice, you give us notice that you want to increase the **regular mortgage payments** so you can pay off the **mortgage debt** by the end of the current **mortgage repayment period**.
- F.7.7 If you give us notice under condition F.7.6, we will tell you how much the **regular mortgage payments** will be to pay off the **mortgage debt** by the end of the current **mortgage repayment period**. If you do not keep up the increased **regular mortgage payments**, we may give you another notice giving you a longer **mortgage repayment period** and reducing the **regular mortgage payments**. Your right to give notice under condition F.7.6 will not apply to any extra **mortgage repayment period** we give you under this condition F.7.7.
- F.7.8 If you ask us to change your **key date**, this can have the effect of lengthening the **mortgage repayment period** which applies to the mortgage **facility**.
- F.7.9 If you choose OPTION 1 (see condition A.7.7.1) and we offer to make you a **mortgage loan** which (or part of which) will give rise to an **offset debit balance**, you may tell us at any time before we make the **mortgage loan** which of the following **mortgage payment options** you wish to apply to the **mortgage loan** (or the part of it which will give rise to the **offset debit balance**). The available **mortgage payment options** are:
- Reduced Debt;
  - Shorter Term; and
  - Lower Payments.

If, although you choose OPTION 1, you do not tell us which **mortgage payment option** you wish to apply to your **mortgage loan** before we make the loan we will apply the Reduced Debt option.

If you choose OPTION 2 (see condition A.7.7.2) or the terms of your **mortgage loan** mean that it is not capable of offsetting, we will calculate the **regular mortgage payment** for any **mortgage loan** in your **St. James's Place Bank Account** in the same way as we calculate the **regular mortgage payment** using the Reduced Debt option.

- F.7.10 You can change the **mortgage payment option** that applies to your **mortgage loan** with our agreement. We may ask you to pay a fee if you change your **mortgage payment option**.
- F.7.11 If the Reduced Debt option applies, when we set the **regular mortgage payment** we will take into account the amount of the **mortgage debt** you owe us (but not any unpaid **regular mortgage payments**), the interest rates that apply at that time, and how long the **mortgage repayment period** has left to run. We will work out the new **regular mortgage payment** in a way that can reasonably be expected to ensure that:
- F.7.11.1 you repay the **capital** on any repayment parts of the mortgage **facility** with interest by the end of the **mortgage repayment period**;
- F.7.11.2 you repay only interest on the capital of interest-only parts of the mortgage **facility**.
- F.7.12.1 If you choose the Shorter Term option, we will set the **regular mortgage payment** by reference to an assumed **capital** balance, which we will calculate in accordance with condition F.7.12.2.
- F.7.12.2 In order to calculate the assumed **capital** balance, we will take into account the interest rates that apply at that time and how long the **mortgage repayment period** has to run. However we will:
- F.7.12.2.1 disregard any **overpayments** you have made since the later of the date on which:
- the Shorter Term option applied to your **mortgage loan**;
  - we changed the **mortgage repayment period**; or

- you asked us to calculate the **regular mortgage payment** based on the actual amount of **capital** outstanding on your **mortgage loan**;

F7.12.2.2 disregard the effect which any **offset credit balances** in your **St. James's Place Bank account** have under condition A.7.7.1 in reducing the interest you have had to pay to us since the last date on which the events mentioned in F.7.12.2.1 occurred;

F7.12.2.3 assume that you have paid each **regular mortgage payment** on time; and

F7.12.2.4 we will work out the **regular mortgage payment** in a way that can reasonably be expected to ensure that:

- the assumed **capital** balance on any repayment parts of the mortgage **facility** would be repaid with interest by the end of the **mortgage repayment period**; and
- you make payments consisting only of the interest we would charge on the assumed **capital** balance of any interest-only parts of the mortgage **facility**.

You will still benefit from any **overpayments** you make and from the effect which any **offset credit balances** have under condition A.7.7.1 in reducing the interest you have to pay us. However, instead of benefiting through lower **regular mortgage payments**, you will benefit because the way we work out the **regular mortgage payment** means that any repayment parts of your mortgage **facility** are likely to be repaid before the end of the **mortgage repayment period** and that the actual **capital** balance on any interest-only parts of your mortgage **facility** is likely to be reduced by the end of the **mortgage repayment period**.

F.7.13.1 If you choose the Lower Payments option, when we set the **regular mortgage payment** we will take into account the amount you owe us (but not any unpaid **regular mortgage payments**), the interest rates that apply at that time, and how long the **mortgage repayment period** has left to run. We will work out the **regular mortgage payment** in a way that can reasonably be expected to ensure that:

F7.13.1.1 you repay the **capital** on any repayment parts of the mortgage **facility** with interest by the end of the **mortgage repayment period**; and

F7.13.1.2 you make payments consisting only of interest on any interest-only parts of the mortgage **facility**.

F.7.13.2 Except where condition F.7.13.3, F.7.13.4 or F.7.14.1 applies, we will then recalculate your **regular mortgage payment** as follows. At each **key date**, we will work out the amount by which the interest we charged during the **interest period** ending on that **key date** was reduced under condition A.7.7.1 by any **offset credit balances** in your **St. James's Place Bank account**. We will then reduce the **regular mortgage payment** you must make at the next **key date** by the same amount.

F7.13.3 Where the **mortgage loan** is a new **mortgage loan**, the first time we will recalculate the **regular mortgage payment** in this way is for the second **key date** after that **mortgage loan** begins.

F7.13.4 Where you change your **mortgage payment option** to Lower Payments, we will recalculate the **regular mortgage payment** in accordance with condition F.7.13.2 from the **key date** immediately following the date of the change as long as that date is more than three **banking days** before the **key date**. If the change is within three **banking days** of the **key date**, we will begin recalculating the **regular mortgage payment** from the next **key date**.

F.7.14.1 We will not recalculate the **regular mortgage payment** under condition F.7.13.2 if any of the following applies:

F7.14.1.1 you take a **payment holiday**;

F7.14.1.2 we agree any special payment arrangement with you because you cannot pay the **regular mortgage payment**;

F7.14.1.3 you are making regular **overpayments** (in which case we will deal with any **regular mortgage payment** you make as if your chosen **mortgage payment option** was Reduced Debt);

F7.14.1.4 the amount by which the interest we charged in the previous **interest period** was reduced under condition A.7.7.1 was less than £1 or such other sum as we reasonably determine.

F.7.15 If you change your **mortgage payment option**, we will start your new **mortgage payment option** with effect from the **key date** immediately following the date of the change. If that date is less than three **banking days** before the **key date**, your new **mortgage payment option** will start from the next **key date**.

- F.7.16 If you change your **St. James's Place Bank account** to OPTION 2 (see condition A.7.7.2) we will calculate the **regular mortgage payment** for any **mortgage loan** in your **St. James's Place Bank account** in the same way as we calculate the **regular mortgage payment** using the Reduced Debt mortgage payment option.
- F.7.17 If the **mortgage payment option** which applies to a **mortgage loan** is the Shorter Term or the Lower Payments option and the **mortgage loan** ceases to be capable of offsetting, we will calculate the **regular mortgage payment** for that **mortgage loan** in the same way we calculate the **regular mortgage payment** using the Reduced Debt option.

## F.8 PAYMENT HOLIDAYS

- F.8.1 We will tell you in the **offer** or an **extra agreement** if and when you can take a **payment holiday**.
- F.8.2 We may cancel a **payment holiday** at anytime after you have applied for it but before it starts. We will only do this if we become aware of something which, had we known it at the time you told us you wanted to take the **payment holiday**, would have shown us you were not entitled to take the **payment holiday**.
- F.8.3 During a **payment holiday**, you do not have to pay the **regular mortgage payment**. If you make any payment to the mortgage **facility** during a **payment holiday**, we will treat it as an **active overpayment** and not as a **regular mortgage payment** in respect of any part of the mortgage **facility**.
- F.8.4 If you take a **payment holiday**, we will continue to charge you interest in the way set out in condition A.7 and add it to the **mortgage debt**. We will work out your new **regular mortgage payment** based on the increased **mortgage debt**. You will have to repay the increased **mortgage debt** and any extra interest due on it over the remaining **mortgage repayment period**. This will mean that your **regular mortgage payment** will go up. We will tell you what your new **regular mortgage payment** is.

## F.9 SUSPENDING THE REPAYMENTS OF CAPITAL

- F.9.1 If we say in the **offer** or in an **extra agreement** that a part of the **mortgage debt** is an interest-only **mortgage loan**:
- F.9.1.1 you do not have to repay the **capital** of that part of the **mortgage debt** until the end of its **mortgage repayment period**; and
- F.9.1.2 during the **mortgage repayment period** you only have to pay **interest** on the **capital** (or, if the Shorter Term **mortgage payment option** applies, an amount consisting only of interest we would charge on the assumed **capital** balance: see condition F.7.12.1).
- F.9.2 Even if we have not said in the **offer** or an **extra agreement** that part of the **mortgage debt** is an interest-only **mortgage loan**, we may allow you to suspend the repayment of **capital** on it. If this happens:
- F.9.2.1 you must pay the reduced **regular mortgage payment** we tell you; and
- F.9.2.2 we can give you notice to start repaying **capital**. If this happens, we can, at any time, give you notice to increase the **regular mortgage payment** in the same way as mentioned in condition F.9.3.
- F.9.3 If you do not keep to your obligations in condition F.15 or if any of the things in condition F.17 happen, we may write and tell you that:
- F.9.3.1 we are no longer treating a part of the **mortgage debt** as an interest-only **mortgage loan**; and
- F.9.3.2 you must increase the **regular mortgage payment** so that you pay off that part of the **mortgage debt** in full by the end of the **mortgage repayment period**.
- F.9.4 Our rights under condition F.9 are on top of our rights under conditions F.17 and F.18.

## F.10 SPECIAL RATE EARLY REPAYMENT CHARGE

- F.10.1 If the **offer** or any **extra agreement** says that you have to pay a **special rate early repayment charge**, it will also say when and how much you will have to pay as a **special rate early repayment charge**.

- F.10.2 Unless a **special rate early repayment charge** is one which you only have to pay if you pay off the whole of the **special rate loan**, if you pay off part of the **mortgage debt** to which the **special rate early repayment charge** applies, we will only ask you to pay part of the **special rate early repayment charge** in connection with the part repayment. In all other circumstances, you will have to pay us all of the **special rate early repayment charge**.
- F.10.3 If the **special rate early repayment charge** is payable because you, we or anybody else sells the **property**, we will add the **special rate early repayment charge** to the amount to be paid to us, or kept back by us out of the proceeds of the sale.
- F.10.4 We will not charge a **special rate early repayment charge** or any other early repayment charges in connection with you repaying the **mortgage debt** if:
- F.10.4.1 we increase the interest rate under condition A.8.4 (that is to say, if we increase it for a valid reason which is not set out in conditions A.8.2 or A.8.3) and you repay the full **mortgage debt** within three months of our telling you of the change;
- F.10.4.2 we tell you that we are going to charge an **added rate** or a charge on a **special rate loan** in accordance with conditions F.4.5.6.1 or F.4.5.6.2 and you repay the full **mortgage debt** within three months of our telling you that we are going to charge you the **added rate** or the charge; or
- F.10.4.3 we tell you that we are going to increase an **added rate** and you repay the full **mortgage debt** within three months of our telling you that we are going to increase the **added rate**.
- F.10.5 If there are two of you and one of you dies, the survivor can ask us for a new mortgage loan to repay the **mortgage debt**. If the new mortgage loan is on the same terms (including rate) as the **mortgage debt** and the survivor's request satisfies our lending criteria at that time, we will lend the survivor a new mortgage loan. If we do not agree to the request, we will not charge any early repayment charges in connection with the repayment of the **mortgage debt** if the survivor repays the **mortgage debt** within three months of our telling them that we are not prepared to lend a new mortgage loan.

## F.11 YOUR LEGAL RESPONSIBILITY FOR THE PROPERTY

- F.11.1 You agree to the following.
- F.11.1.1 You must use the **property** as your only or main home unless we agree otherwise.
- F.11.1.2 You must keep the **property** in good repair.
- F.11.1.3 You must make any payments you have to pay in connection with the **property** on time.
- F.11.1.4 You must keep to any obligations you have concerning the **property**.
- F.11.1.5 You must get our permission before you:
- F.11.1.5.1 sell any part of the **property**;
- F.11.1.5.2 let any part of the **property**, change the terms of any lease or allow a tenant (if there is one) to give up their lease or give up possession of the **property**;
- F.11.1.5.3 grant someone a licence or right to occupy all or part of the **property**;
- F.11.1.5.4 give someone else a **mortgage** or other security over any part of the **property**;
- F.11.1.5.5 give any part of the **property** away;
- F.11.1.5.6 alter or extend the **property**;
- F.11.1.5.7 change how the **property** is used or apply to any planning authority for consent to make such a change; or
- F.11.1.5.8 negotiate, waive or settle any claim for compensation for the compulsory purchase, loss or reduction in the value of the **property**; or
- F.11.1.5.9 apply for or get an improvement grant or other similar grant.
- If we give our permission, you must keep to any reasonable conditions we set you.
- F.11.1.6 You must carry out any building or repair work which:
- F.11.1.6.1 we agree you can do;
- F.11.1.6.2 is needed to maintain the value of the **property**;

F.11.1.6.3 the law says you must do.

F.11.1.7 You must tell us if you are going to become the owner of a new or increased interest in the **property** or any land or building which includes the **property** (for example, if the **property** is leasehold and you buy the freehold). If this happens, you must send us any document giving you the new or increased interest. You must give us (if we ask for it) a new mortgage over the new or increased interest. We must approve the terms of the new mortgage deed (or standard security in Scotland).

F.11.1.8 If we ask you, you must deposit with us any document relating to the **property** or the ownership of the **property** held by you or on your behalf.

F.11.1.9 If we ask you, you must deposit with us any share certificate or membership certificate relating to your membership of a management company, or a residents' association, commonhold association or society (or other similar organisation) connected with the **property**.

F.11.1.10 You must pay us the amount of any claim we pay to anybody else because you have not kept to these conditions about the **property**.

F.11.1.11 If you do not keep to any of your obligations to do with the **property**, we may keep to them for you.

## F.12 OUR RIGHT TO ENTER THE PROPERTY

We, or someone acting on our behalf, may come into the **property** to inspect it or to do any work you have not done. Unless we cannot contact you or it is an emergency, we will tell you beforehand. If we enter the **property** under this condition F.12, it does not mean we have accepted the legal responsibilities of a mortgage lender in possession of the **property**.

## F.13 INSURING THE PROPERTY

F.13.1 You must ensure that the **property** is insured at all times. The following terms will apply.

F.13.1.1 The insurance must be in the joint names of you and us. If this is not possible (for example, because a landlord leases the **property** to you and the insurance has to be in the landlord's name), you must arrange for our interest in the **property** to be noted on the policy.

F.13.1.2 The policy must cover the following risks: fire, lightning, aircraft, explosion, earthquake, storm, flood, escape of water or oil, riot, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, landslip, heave, collision, accidental breakage of glass and sanitary ware and accidental damage to underground services and any other risk we reasonably say and all risks covered by a comprehensive householder's insurance policy. If you wish, you may arrange for the policy to cover more risks.

F.13.1.3 You must be insured against public liability to anyone else.

F.13.1.4 The **property** must be insured for an amount not less than the full reinstatement value of the **property** and must include demolition costs and value added tax. This amount must be index linked or reviewed every year.

F.13.1.5 The excess (the amount of each claim you must pay) must not be more than the limits we set from time to time.

F.13.1.6 You must keep the insurance in force.

F.13.1.7 You must not do anything which would mean the insurance ends, is cancelled or becomes invalid.

F.13.1.8 You must show us details of the insurance and proof that it is still in force, if we ask you.

F.13.1.9 You must claim under the policy for any damage you are covered for unless you put the damage right.

F.13.2 We may insure the **property** if:

F.13.2.1 you are not insuring it (and we have not agreed that anybody else can insure it); or

F.13.2.2 you break the terms in conditions F.13.1 or F.13.6.

F.13.3 If we insure the **property**, we will decide:

F.13.3.1 who the insurer will be;

F.13.3.2 whether to insure the **property** direct or through an agent or broker;

F.13.3.3 what will be covered by the policy; and

- F.13.3.4 the amount of the sum insured and any excess.
- F.13.4 We may also insure the **property** if you ask us to arrange the insurance for you. We will insure it on the terms we agree with you.
- F.13.5 Conditions F.13.6 to F.13.10 apply whoever insures the property.
- F.13.6 You must make sure that nothing happens which may:
- F.13.6.1 reduce the risks the **property** is covered for or the amount of the sum insured;
- F.13.6.2 increase the premiums or the excess;
- F.13.6.3 prevent or hinder any claim from being settled in full; or
- F.13.6.4 make the insurance invalid.
- F.13.7 You must tell us straight away if:
- F.13.7.1 the **property** gets damaged and you or anyone else will need to make a claim; or
- F.13.7.2 the insurance becomes invalid or comes to an end for any reason and you do not take out suitable replacement insurance.
- F.13.8 We have a right to settle all insurance claims on reasonable terms.
- F.13.9 You must use any money from a claim to rebuild the **property**. Where this is not reasonably practicable, you must use any money from a claim to reduce or pay off the **mortgage debt**. If we hold any money from a claim, we will apply the money in the same way.
- F.13.10 If you receive any money from an insurance claim, you must hold all the money on trust for us, whether or not we agreed to the insurance.
- F.13.11 Conditions F.13.3 to F.13.10 will apply to any contents insurance which we arrange for you, with your permission, or if you leave any contents in the **property** after we repossess it.

#### F.14 OTHER INSURANCE

- F.14.1 This condition F.14 applies to any of the following kinds of insurance taken out by you or anybody else in connection with the **property**.
- F.14.1.1 Insurance taken out to cover any of your responsibilities under the **mortgage** (including your responsibility to pay the **regular mortgage payments**).
- F.14.1.2 Insurance for work carried out by a builder or other contractor.
- F.14.1.3 Any kind of title insurance or search insurance.
- F.14.2 We may pay for the insurance if no one else does.
- F.14.3 We have a right to settle all insurance claims on reasonable terms.
- F.14.4 If you receive any money from an insurance claim, you must hold all the money on trust for us, whether or not we agreed to the insurance.
- F.14.5 We may use any money from a claim to:
- F.14.5.1 reduce or pay off the **mortgage debt**; or
- F.14.5.2 make good the loss, damage or defect which the insurance money was paid for.

#### F.15 YOUR LEGAL RESPONSIBILITY FOR THE INVESTMENT ACCOUNT

- F.15.1 If any part of the **mortgage debt** is an interest-only **mortgage loan**, you must have, or take out, and maintain a suitable **investment account** to repay the **capital** at the end of the **mortgage repayment period** for the interest-only **mortgage loan**.
- F.15.2 If the amount of an interest-only **mortgage loan** goes up for any reason (including because you have taken a **payment holiday** or because we have added expenses we have incurred but that you have not paid to the **mortgage loan**), you must ensure that your **investment account** will cover the increased **mortgage loan** or you must take out another **investment account** to cover the increase in the **mortgage loan**.
- F.15.3 If an **investment account** is used in connection with the **mortgage**, you must make sure that nothing is done which could mean that the **investment account**:

- F.15.3.1 ends (unless the money due under the **investment account** is paid to us);
- F.15.3.2 is cancelled;
- F.15.3.3 becomes invalid;
- F.15.3.4 loses any tax benefits;
- F.15.3.5 is used to secure or pay off a debt owed to anyone else; or
- F.15.3.6 is reduced in value as a result of anything that you have done or you have not done.
- F.15.4 We are under no duty to tell you if we find out that any of these things happen. If any of these things do happen, we can tell you to start the original **investment account** again or to take out another **investment account**.
- F.15.5 If we ask you, you must:
  - F.15.5.1 show us details of the **investment account** and proof that it is still in existence; and
  - F.15.5.2 let us hold any documents relating to the ownership of the **investment account**.

## F.16 ACTING AS ATTORNEY FOR YOU

- F.16.1 By way of security, you appoint us, and (as a separate appointment) anyone we appoint to receive any income from the **property**, to be your attorney. You cannot cancel this appointment until the money secured by the **mortgage deed** is paid off in full.
- F.16.2 Your attorney will be authorised to act in your name and on your behalf and will have the following rights.
  - F.16.2.1 To receive any money due to you to do with:
    - F.16.2.1.1 the **property**;
    - F.16.2.1.2 any right to the **property** or power or claim over it;
    - F.16.2.1.3 the insurance of the **property** or any guarantee or compensation relating to it; or
    - F.16.2.1.4 any other insurance described in condition F.14.
  - F.16.2.2 To enforce your rights or take over your right to make any claim or do anything else (including bringing or continuing court or arbitration proceedings) to do with:
    - F.16.2.2.1 the **property**;
    - F.16.2.2.2 the insurance of the **property** or any guarantee or compensation relating to it; or
    - F.16.2.2.3 any other insurance described in condition F.14.
  - F.16.2.3 To use any money received as your attorney to reduce or pay off the **mortgage debt**, put right any defect in the title to the **property**, repair or rebuild the **property**, or pay any money which you have not paid under the **mortgage**.
  - F.16.2.4 To instruct anybody (such as a solicitor) who has any documents or accounting information (including tapes, films or computer records) about the **property** or the ownership or insurance of the **property** to let us look at them, take copies of them or ask for them to be sent to us.
  - F.16.2.5 To transfer any share or membership right in any management company or residents' association, commonhold association or society (or other similar organisation) connected with the **property** which you are a member of.
  - F.16.2.6 To ask for the cancellation and reissue of any certificate in respect of any share or membership right in any management company or residents' association, commonhold association or society (or other similar organisation) connected with the **property** which you are a member of.
  - F.16.2.7 To sign any document that you agree in an **offer**, an **extra agreement** or these conditions to sign.
- F.16.3 If the **investment account** is one which you could assign to us, your attorney will have the following rights.
  - F.16.3.1 To receive any money due to you under the **investment account**.
  - F.16.3.2 To take over your right to receive any money due to you under the **investment account**.
  - F.16.3.3 To sell, cash in, change or deal with the **investment account** if you have to pay off the full **mortgage debt** under condition F.17.

- F.16.3.4 To enforce any right which you have not enforced in connection with the **investment account**.
- F.16.4 If the **investment account** is one which you cannot assign to us, and you have to pay off the full **mortgage debt** under condition F.17, your attorney may (so far as the law allows) do anything you could have done to end the **investment account**, sell the investments in the **investment account**, deal with the **investment account** and receive any money due under the **investment account**.
- F.16.5 If there is more than one of you, the attorney will act for all of them together and each of them separately.

#### F.17 WHEN THE MORTGAGE DEBT HAS TO BE REPAID IMMEDIATELY

If any of the things mentioned in this condition happen, you must pay us the **mortgage debt** immediately.

- F.17.1 If you have not paid all the money you have to pay us on time and the shortfall is equivalent to two or more **regular mortgage payments**. We do not count **regular mortgage payments** you miss if you take a **payment holiday** under condition F.8.
- F.17.2 If you do not keep to any of your obligations under the conditions in sections A and F or in the **offer** or an **extra agreement** (other than an obligation to pay money).
- F.17.3 If:
- F.17.3.1 you enter into a voluntary arrangement with anyone you owe money to (or you are going to do so);
- F.17.3.2 you apply to a court for an interim order; or
- F.17.3.3 a bankruptcy order is made against you or we think that one is likely to be made;
- F.17.3.4 anybody takes any of your money or property to recover a debt; or
- F.17.3.5 anybody applies for a court order or decree against you to do with the **property** and this could harm our security.
- F.17.4 If you die or, if there are two of you, one of you dies.
- F.17.5 If you have given us any false or misleading information.
- F.17.6 If the **property** is compulsorily purchased.
- F.17.7 If the **property** is in Scotland and we have given you a calling up notice under the Conveyancing and Feudal Reform (Scotland) Act 1970 and you have not paid us the full **mortgage debt**.
- F.17.8 If you are involved in any serious criminal activity or fraudulent activity, unless your only involvement is as a victim.
- F.17.9 At the end of the **mortgage repayment period**.

#### F.18 OUR RIGHT TO TAKE POSSESSION OF THE PROPERTY

- F.18.1 If you must pay off the **mortgage debt** immediately under condition F.17, we may:
- F.18.1.1 make you leave the **property** (if you have not already done so) so that we can take possession of it;
- F.18.1.2 sell the **property**;
- F.18.1.3 use the other powers given to mortgage lenders under the Law of Property Act 1925 (if the **property** is in England or Wales), the Conveyancing and Feudal Reform (Scotland) Act 1970 (if the **property** is in Scotland) or the Conveyancing Acts 1881 and 1911 (if the **property** is in Northern Ireland);
- F.18.1.4 use the extra powers we have under the conditions in section F;
- F.18.1.5 let the **property** on any reasonable terms; or
- F.18.1.6 if the **property** is in Scotland, ask the Sheriff Court of the district where the **property** is located for a warrant of summary ejection. We will only do this if we have given you at least seven days' notice to leave the **property**. You agree that, if we have given you this notice, you will not try to stop us getting a warrant of summary ejection and that you and everyone living there will leave the **property** when we tell them to.
- F.18.2 We may use our legal power to sell the **property**, the **investment account** or the investments that make up the **investment account** even if we have not taken possession of them. The restrictions in section 103 of the Law of Property Act 1925 and section 20 of the Conveyancing Act 1881 will not apply.

F.18.3 If you agree, we may use our powers in this condition even though you do not have to pay the **mortgage debt** immediately under condition F.17.

F.18.4 If we do not receive payment of the **mortgage debt** in full when the **property** is sold, you must pay us the money you still owe us. We will continue to charge **interest** on the money you still owe us until you pay it off in full.

## F.19 THINGS LEFT IN THE PROPERTY

If we take possession of the **property**, we may, as your agent, remove, store, sell or get rid of anything you leave at the **property** (including animals). You will have to pay our expenses of doing this.

## F.20 HOW WE USE THE MONEY RECEIVED BY US

F.20.1 If we receive any money when we use any of our powers under conditions F.16 or F.17, we will use the money in the following order.

F.20.1.1 To pay the current **regular mortgage payment**.

F.20.1.2 To reduce or pay off any arrears on the **mortgage**.

F.20.1.3 To reduce or pay off the **capital** (except for the expenses mentioned below in this condition).

F.20.1.4 To pay all expenses of using our powers.

If you have more than one part to a mortgage **facility**, the money we receive will be applied in this way to each part in turn in the order in which we number them on your statements.

F.20.2 Examples of our expenses are:

F.20.2.1 the costs of any legal proceedings in connection with the **mortgage** or the **property** (whether brought by, or against, you or anybody else);

F.20.2.2 the cost of valuing or inspecting the **property**;

F.20.2.3 the costs we pay to recover any money you owe us, or to create or protect our security, or in using our legal rights and powers in sections A or F relating to the **mortgage**;

F.20.2.4 our reasonable costs resulting from you breaking any of the conditions in sections A or F relating to the **mortgage**, including any costs we incur in putting right any breach of the conditions by you;

F.20.2.5 the costs of any insurance we take out or arrange under the **mortgage**; or

F.20.2.6 any administration fees we charge for any work we do or services we, our holding company or another subsidiary of our holding company provide in connection with the **mortgage** or the **property**.

F.20.3 If we use our powers under conditions F.16.1 or F.18, we will pay any amount left over from the money we receive from the sale of the **property** to anybody who has a mortgage or other security over the **property** and, if there is none, to you.

F.20.4 If we use our powers under conditions F.16.3 or F.16.4, we will pay any amount left over from the money we receive to anybody who has a mortgage or other security over the **investment account** and, if there is none, to you or your personal representatives.

## F.21 CONTINUING SECURITY

F.21.1 The **property** and the **mortgage deed** are security for the **mortgage debt** and also for any other money you owe us under the conditions in section A that apply to a mortgage **facility** and under the conditions in section F. We will not release any security we hold until you have paid all this money.

F.21.2 Condition F.21.1 does not apply to any money you owe us under an agreement which the Consumer Credit Act 1974 regulates unless we have met the terms of that Act.

F.21.3 You promise to sign any document we may need to safeguard our security or to protect our interest in the **property** or any **investment account**. We will prepare any document at your cost.

## F.22 YOUR RIGHTS

F.22.1 You may pay off all or part of the **mortgage debt** at any time without giving us notice (unless the **offer** or any **extra agreement** says that you cannot).

F.22.2 You may use the **property** and keep any money (such as rent) from it until you have to pay off the

**mortgage debt** immediately under condition F.17. We may ask you to pay the rent to us as a condition of allowing you to let the **property**.

#### F.23 CRIMINAL DAMAGE COMPENSATION

If the **property** is in Northern Ireland and suffers damage and the Compensation Agency agrees to pay compensation for the damage:

- F.23.1 you will hold the compensation paid by the Compensation Agency to you on trust for us, unless an insurer has paid money under an insurance policy for the same damage, in which case you will only hold on trust for us the part of the compensation that is not paid to the insurer; and
- F.23.2 we may use any money paid by the Compensation Agency to repair or rebuild the **property** or to reduce or pay off the **mortgage debt**.

#### F.24 WHAT HAPPENS IF A MORTGAGE FACILITY IS IN JOINT NAMES?

- F.24.1 Each one of you is responsible for repaying the whole balance and not just a part of it.
- F.24.2 We may accept the instructions or signature of only one of you, this includes when you want to take a **payment holiday**, borrow the **pre-agreed reserve** or the **built-up reserve**.
- F.24.3 If one of you dies, we will continue to accept instructions in connection with a mortgage **facility** from the survivor.
- F.24.4 If your relationship with each other ends, you must ensure that the **regular mortgage payment** is made or the **mortgage debt** is repaid.
- F.24.5 If at any time during the **mortgage repayment period**, either of you live at an address different to the **property**, you must let us know where you are living as soon as possible. If you live at different addresses before the start of a **mortgage** and are going to continue to do so, you must contact us immediately after the start of the **mortgage** to confirm this.

#### F.25 HOW WE WILL EXERCISE OUR RIGHTS UNDER THE MORTGAGE

- F.25.1 We have various rights under the **mortgage**, which help us to protect our interests, and depending on the circumstances we may choose whether or not to exercise a right or which right to exercise. Our rights include:
  - F.25.1.1 withholding our permission or approval, where you need it before doing something (see, for example, conditions F11.1.5 and F.11.1.7):
    - F.25.1.2 making our permission or approval subject to certain conditions;
    - F.25.1.3 requiring that certain things be to our satisfaction or acceptable to us or that documents be in our preferred form;
    - F.25.1.4 requiring you to take or not to take certain action; or
    - F.25.1.5 taking other action under the **mortgage**.
  - F.25.2 We will act reasonably when we do exercise one of these rights. For example, we will be acting reasonably if we exercise a right proportionately to reduce the risk of:
    - F.25.2.1 you not paying us amounts owing at any time under the **mortgage**;
    - F.25.2.2 a negative impact to our security over the **property** or to our ability to rely on or enforce that security;
    - F.25.2.3 a reduction in the value of the **property**; or
    - F.25.2.4 our security no longer being adequate to cover the entire **mortgage debt**.
  - F.25.3 However, condition F.25.2 is not relevant (and does not apply) where we can change the **mortgage** terms, as there are specific protections in the variation conditions themselves as to how and why we can make changes (see, in particular, conditions F3, F4, F5, F6, F7 and F8)

IN WITNESS WHEREOF these presents typewritten on this and the eighty seven preceding pages together with the schedule annexed hereto are subscribed for and on behalf of us, the said Bank of Scotland plc by Kathleen Helen Marshall, authorised signatory, in the presence of the witness Janine Catherine Margaret Pennel, 120 George Street, Edinburgh, at Edinburgh on the 29th day of June two thousand and eleven

THIS SCHEDULE ONLY APPLIES IF THE PROPERTY IS IN SCOTLAND

Conveyancing and Feudal Reform (Scotland) Act 1970

(as amended)

**Schedule 3**

**The standard conditions**

1. It shall be an obligation on the debtor:
  - (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
  - (b) to permit, after seven clear days notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
  - (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.
2. It shall be an obligation on the debtor:
  - (a) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
  - (b) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
  - (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.
3. It shall be an obligation on the debtor:
  - (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
  - (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects;
  - (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.
4. It shall be an obligation on the debtor:
  - (a) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof,
  - (b) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
  - (c) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.
5. It shall be an obligation on the debtor:
  - (a) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and other such risks as the creditor may reasonably require;
  - (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
  - (c) to pay any premium due in respect of any such policy and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day, after the renewal date of the policy;
  - (d) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;
  - (e) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;

- (f) to refrain from any act or omission which would invalidate the policy.
6. It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and 'to let' in this condition includes to sub-let.
7. (1) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.  
(2) Where it is necessary for any obligation as aforesaid, the creditor may, after giving seven clear days notice in writing to the debtor, enter upon the security subjects at all reasonable times.  
(3) All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.
8. The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.
9. (1) The debtor shall be held to be in default in any of the following circumstances, that is to say:  
(a) where a calling-up notice in respect of the security has been served and has not been complied with;  
(b) where there has been a failure to comply with any other requirement arising out of the security;  
(c) where the proprietor of the security subjects has become insolvent.  
(2) For the purposes of this condition, the proprietor shall be taken to be insolvent if:  
(a) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors;  
(b) he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate falls to be administered in accordance with an order under section 421 of the Insolvency Act 1986;  
(c) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.
10. (1) Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part 11 of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.  
(2) He may proceed to sell the security subjects or any part thereof.  
(3) He may enter into possession of the security subjects and may receive or recover feu duties, ground annuals, or, as the case may be, the rents of those subjects or any part thereof.  
(4) Where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.  
(5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.  
(6) He may effect all repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.  
(7) He may apply to the court for a decree of foreclosure.
11. (1) The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a 'notice of redemption')

- (2) Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled.
  - (3)
    - (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgement signed by the creditor, or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
    - (b) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgement of receipt by him shall be sufficient evidence of such notice having been given.
    - (c) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.
  - (4) When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.
  - (5) Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.
12. The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

### **Interpretation**

In this Schedule, where the debtor is not the proprietor of the security subjects, 'debtor' means 'proprietor', except:

- (a) in standard conditions 9(1), 10(1) and 12, and
- (b) in standard condition 11, where 'debtor' includes the proprietor.

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