

# Marks & Spencer Fixed Rate Savings Issue 13

## TERMS AND CONDITIONS

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

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

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

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

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

No third party will have any rights under the Terms.

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

Where we ask you to telephone us, please ring 0800 028 28 24 or +44 1244 688632 if calling from abroad. Lines are open for these numbers from 8am-8pm Monday to Friday and 9am-5pm Saturdays and bank holidays (closed on Sundays, Christmas Day, Boxing Day and New Year's Day). Please note that opening hours may be restricted over the Christmas period, please contact us for details. When we ask you to write to us, our address is Savings & Investments department, Marks & Spencer Money, Kings Meadow, Chester, CH99 9UT.

### 1. Definitions

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

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

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

"Nominated Account" means a personal bank or building society account which you nominate to receive withdrawals from your account which has been verified through our verification process described here. You can only nominate another bank account which you hold solely or jointly with another person. To verify your account, we require one of the following with your application form:

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

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

"TS" means our Telephone Service.

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

### 2. Fixed Rate Savings Options

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

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

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

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

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

### 3. Eligibility

3.1. All applicants must be:

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

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

### 4. Deposits

- 4.1. You can make a lump sum deposit by cheque or debit card (see below for details of payments which can be made into and from your account).
- 4.2. Direct Debit payments cannot be made into the Fixed Rate Bonds.
- 4.3. You can deposit money in one or more of the Fixed Rate Bonds, the periods of which are outlined in 2.1 above, and make further deposits, subject to the maximum deposit given in clause 6.1 below. You can only make deposits into your Fixed Rate Bond on the Start Date. However, there is no limit on the number of Fixed Rate Bonds you can have and if you want to make a further deposit you can open a new Fixed Rate Bond which will have a different Start and Maturity Date to your original Fixed Rate Bond.

### 5. Minimum deposit

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

### 6. Maximum deposit

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

### 7. Certificate of deposit

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

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

### 8. Different types of payment out of and into your account

- 8.1. Faster bill payments – these are sterling bill payments processed using the faster payments service from your Fixed Rate Bond directly to your Nominated Account. These payments are available only if the bank or building society that provides your Nominated Account is able to accept payments in this way (for future dated payments we are unable to guarantee that, when the payment is sent, the bank or building society that provides the Nominated Account will still be able to accept faster bill payments). If the bank or building society that provides your Nominated Account does not accept faster bill payments then we may automatically send your payment by Electronic Fund Transfer instead if this is appropriate. Faster bill payments from your Fixed Rate Bond can only be made to one Nominated Account. Faster bill payments cannot be made to an account held by a third party, except to personal representatives following the closure of a deceased estate or to an authorised agent with permissions to hold client money. Faster bill payments cannot be made into your Fixed Rate Bond(s).
- 8.2. Electronic Fund Transfers – payments in sterling in the UK made through the Clearing House Automated Payment System (CHAPS). These are available from your account in exceptional circumstances and only where the recipient account is held in your name or you hold it jointly with another person.
- 8.3. Debit card payments – you can deposit money into your Fixed Rate Bond(s) using any UK bank or building society debit card with the Maestro, Visa Debit or Debit MasterCard symbol. Payment must be from a debit card in your name from an account in respect of which you are account holder or which you hold jointly with another person.
- 8.4. Cheques drawn on a personal account can be paid into your account. You can subscribe a lump sum by cheque. Cheques must be in your name only or from an account which you hold jointly with another person.
- 8.5. Cheques out of your account (see clause 30.8).

### 9. Information you need to provide when you make a withdrawal/payment from your account

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

## 10. Telephone Service

- 10.1. Clause 10 applies to your use of TS in respect of your Fixed Rate Bond(s) or an account of a third party which you are authorised by the account holder to operate, e.g. because they have granted you a power of attorney. If you use TS to operate any accounts of a third party, you agree to do so only if, and to the extent that, you are authorised to do so by the account holder.
- 10.2. TS is available, provided that your identity can be verified by speaking to a Customer Service Representative and completing security procedures.
- 10.3. To use TS, telephone us on 0800 028 28 24 in the UK or +44 1244 688632 from abroad. Lines are open 8am-8pm Monday to Friday, 9am-5pm Saturdays and bank holidays (closed on Sundays, Christmas Day, Boxing Day and New Year's Day). Please note that opening hours may be restricted over the Christmas period, please contact us for details. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

## 10.4. Your instructions

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

## 11. Post

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

## 12. Important security information

- 12.1. You must use TS in accordance with the Terms.
- 12.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including your client reference number and any password or other details which allow you to use TS).

These precautions include but are not limited to:

- never writing down or otherwise recording your security details in a way that can be understood by someone else;
- not choosing security details that may be easy to guess;
- taking care to ensure that no one hears or sees your security details when you use them;
- keeping your security details unique to your accounts with us;
- not allowing anyone else to have or use your security details and not disclosing them to anyone even the police and us;
- changing your security details immediately and telling us as soon as possible in accordance with clause 12.3 if you know, or even suspect that, someone else knows any of those details, or if we ask you to;
- keeping your security details safe;

### Telephone Service

- when you call us, we will confirm your identity using our current security procedures. We may not be able to assist you if we are unable to identify you as our customer using our security procedures and we will issue a letter notifying you that an attempt has been made to access your account and that security was failed;
  - when we call you, we will ask you questions based on information known to us about you and the transactions on your account;
  - when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else overhears you speaking to us on the telephone.
- 12.3. If any security details are lost or stolen, accessible to others, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on 0800 028 28 24 during opening hours, or by email (out of hours), using the Contact Us form on <http://money.marksandspencer.com/contact-us/overview>.
- 12.4. If asked, you must confirm in writing the loss or theft of your security details relating to TS.
- 12.5. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your security details and/or account. You must report any unauthorised transactions to the police within seven days of our request. We may also disclose information about you or your account to the police or other third parties if we think it will help prevent or recover losses.

## 13. When payments will and will not be made by us

- 13.1. We will make/authorise a payment from your Fixed Rate Bond(s) if you authorise it in any of the ways set out in the Terms and there are sufficient cleared funds in your Fixed Rate Bond(s). There may be a delay in carrying out your instructions while fraud prevention checks take place.
- 13.2. We may refuse to make a payment (and we will not be responsible for any loss):
- if any of the conditions set out in the Fixed Rate Saving Terms have not been met; or
  - if the payment would exceed any limits we may set (please see clause 16 for more details about limits); or

- if we are not reasonably satisfied the transaction or the instruction is lawful; or
- if we consider that your account has been or is likely to be misused; or
- for fraud prevention purposes; or
- if it would lead to your account going overdrawn.

- 13.3. If we refuse to make a payment that you have requested you will normally be told when you request the payment unless we suspect fraud - please see clause 20 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us and speak to a Customer Service Representative, we will tell you if a payment has been refused, the reasons for the refusal (if possible) and the procedure for correcting any factual errors that led to the refusal. This information will be available immediately after our refusal of your instruction. We will not be able to provide you with details in any of these ways if it is unlawful for us to do so.
- 13.4. You must not borrow on your account.

## 14. Interest on payments made out of the Fixed Rate Bond

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

## 15. Cut-off times, execution times and when you can cancel an instruction to make a payment

- 15.1. The cut-off time is the time before which on a Working Day a payment or a payment instruction is treated as received by us on that Working Day. This means that, if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following Working Day. If we receive a payment or a payment instruction on a day that is not a Working Day, we will treat this as received on the next Working Day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the table in clause 16 and in clause 17.1.2.
- 15.2. The maximum execution time (the time it takes for the payment to reach the recipient bank), is set out in the table in clause 16 and in clause 17. This starts on the day we receive your payment instruction provided this is a Working Day. If we do not receive your payment instruction on a Working Day or if your payment instruction is received by us after the relevant cut-off time in the table at clause 16, the maximum execution time will start to run from the Working Day after the day we receive your payment instruction.
- 15.3. Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.
- 15.4. If you instruct us to make a payment on a future date, we will begin to process the payment on the date you specify. In this case, whether you may cancel your instructions will vary for different types of payment and for different ways in which the payment is requested. Information about cancelling is set out in the table in clause 16.
- 15.5. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.
- 15.6. All cut-off times quoted refer to London time.

## 16. Withdrawals - Cheques, Faster Bill Payments and Electronic Fund Transfers

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

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

## 17. Cheques

### 17.1. Clearing cheques

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

### 17.2. Cheques returned unpaid and paying in cheques

- 17.2.1. The bank on which a cheque is drawn may return it unpaid, even if we have let you withdraw the money and/or the amount on the cheque has been included in your balance. When a cheque is returned unpaid, it will usually happen six Working Days after the cheque has been paid into your Fixed Rate Bond, but it could be later (see clauses 17.2.3 to 17.2.5).
- 17.2.2. If a cheque paid into your Fixed Rate Bond is returned unpaid, we will place withdrawal constraints on your account and we will contact you and then attempt to represent the cheque. We will ask for payment again from the bank of the person who issued it, however, if the cheque remains unpaid we will cancel your deposit. The central clearing cycle described in 17.1.1 will restart should we represent your cheque as set out above.
- 17.2.3. Clauses 17.2.4 and 17.2.5 apply to sterling cheques drawn on branches of English, Scottish, Welsh or Northern Ireland banks.
- 17.2.4. If a cheque paid into your Fixed Rate Bond is returned to us unpaid, we will not deduct the amount of the cheque from your Fixed Rate Bond beyond the sixth Working Day after it was accepted by us (i.e. when your Fixed Rate Bond is credited with the amount of the cheque). Because we process overnight, the deduction from your Fixed Rate Bond could appear up to 9.00am on the seventh Working Day. For example, if you pay a cheque into your Fixed Rate Bond on Monday, your Fixed Rate Bond will not be debited after 9.00am on Wednesday the following week.
- 17.2.5. A cheque you pay in may be returned and the amount of the cheque deducted from your Fixed Rate Bond more than six Working Days after the date we accepted it:
- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
  - if you have given your express consent.
- 17.2.6. All sterling cheques paid into the Fixed Rate Bond must be made payable to Marks & Spencer Financial Services plc.
- 17.2.7. Banking of cheques for payment will at all times be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

## 18. Third party authority

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

## 19. Statements and information

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

## 20. Fraud prevention

- 20.1. We carry out certain checks on transactions on your account as part of our fraud prevention measures. As part of these fraud prevention measures, we may need to speak with you to re-confirm some payments, e.g. high value payments, or we may need to ask you for additional security information. We will tell you when this is the case. If we need to speak with you but cannot do so for any reason, we will only make the payment if we believe it is genuine. Our fraud prevention measures may lead to the payment being delayed. This will not prevent you from later disputing you authorised the transaction.
- 20.2. We, or any other member of the HSBC Group, may take whatever action we consider appropriate to meet any obligations, either in the UK or elsewhere in the world, relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial and other services to persons who may be subject to sanctions. This may include, but is not limited to, investigating and intercepting payments into and out of your account(s) and investigating the source of or intended recipient of funds. It may also include making enquiries to establish whether a person is subject to sanctions. Exceptionally, this may delay the carrying out of your instructions or the receipt of cleared funds but, where possible, we will advise you of the reasons for and likely length of any delay. If we are not satisfied that a payment in or out of your account is lawful, we may refuse to deal with it.
- 20.3. Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in clause 20.2 above.

## 21. Responsibilities

### 21.1. Making payments

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

### 21.2. Unauthorised transactions

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

### 21.3. Liability for unauthorised transactions

- 21.3.1. Subject to clauses 21.3.2 to 21.3.4 and 21.4, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 21.2 (if, on reasonable grounds, we suspect fraud or that you have been grossly negligent, we will investigate the transaction). Where we are responsible, we will immediately refund the amount of the unauthorised transaction and any resulting interest and charges. We will have no further liability to you. If we later become aware of evidence that shows we are not responsible for the transaction, we will recover an amount equal to the refund from your account.
- 21.3.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your account.
- 21.3.3. You will be responsible for all losses arising from unauthorised transactions on your account as result of:
- you acting fraudulently, or
  - you intentionally or with gross negligence failing to use TS in accordance with the Terms (including keeping safe your security or personalised details), or
  - you intentionally or with gross negligence failing to notify us in accordance with clause 12.3 of the loss or theft of any security or personalised details.
- 21.3.4. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:
- after you have notified us of the loss or theft of your security details in accordance with clause 12.3, or
  - if we have failed to provide the facilities we describe in clause 12.3 for you to tell us if any of your security details have been lost or stolen.

### 21.4. Abnormal and unforeseen circumstances

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

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

### 21.5. Payments into your account

- 21.5.1. We can only accept responsibility for payments into your account after we have received and checked them.
- 21.5.2. If a payment is fraudulently or mistakenly paid into your account, the amount of the payment may subsequently be deducted. This may happen even if the funds are included in the balance of your account or you have used them to make a payment.

## 22. Changing the Terms – general information

- 22.1. We may change Terms in accordance with this clause 22 and clauses 23 to 27.
- 22.2. When we tell you about a change personally, we may do this by post, a message on your statement or a leaflet enclosed with your statement.
- 22.3. Information about our current interest rates is available on our website [www.marksandspencer.com/savings](http://www.marksandspencer.com/savings), by telephoning us on 0800 028 28 24 or by writing to us. The old rates will also be available to help you compare rates.

## 23. Interest rates and interest rate changes

23.1. The following rates of interest will apply:

	1 Year Bond	2 Year Bond	3 Year Bond
<b>AER Gross*</b>	3.25%	3.50%	3.75%
<b>Net*</b>	2.60%	2.80%	3.00%

23.1.1. \*AER is the Annual Equivalent Rate. This is the interest rate you would receive if interest was paid and added to your savings on an annual basis. Gross means the interest rate before the deduction of tax applicable to interest on savings. Net means the interest rate after the deduction of the basic rate of tax, currently 20%.

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

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

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

## 24. Changes to the Terms

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

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

## 25. Reasons for making changes

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

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

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

## 26. Other reasons for making changes to the Terms

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

## 27. What you can do when we tell you about a change

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

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

## 28. Ending this contract and closing your account

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

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

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

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

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

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

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

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

## 29. Tax

29.1. Interest will be paid after the deduction of the lower rate of tax, currently 20%.

29.2. Basic rate taxpayers will have no further tax liability. Higher rate taxpayers may have an additional tax liability.

29.3. If you are entitled to receive interest without the deduction of the lower rate of tax you will need to complete HM Revenue & Customs Form R85. Please telephone us on 0800 028 28 24 or write to us to obtain this form. Alternatively you can download one from [www.hmrc.gov.uk/individuals/fagr85.shtml](http://www.hmrc.gov.uk/individuals/fagr85.shtml), or obtain one from your local tax office.

29.4. If, following your deposit in our Fixed Rate Bonds, you become not ordinarily resident in the UK you can complete HM Revenue & Customs Form R105 and may receive your interest gross if you are eligible. Any interest paid before we are able to process an R105 must be paid after deduction of tax at the applicable rate. Please telephone us on 0800 028 28 24 or write to us to obtain this form. Alternatively you can download one from [www.hmrc.gov.uk/nonresidents/fagr105.shtml](http://www.hmrc.gov.uk/nonresidents/fagr105.shtml), or obtain one from your local tax office.

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

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

29.7. If you are connected with a country (for example because you have income or assets there, or are domiciled or resident there), you may be obliged by law to report your worldwide income to a tax authority in that country. You should take tax advice if you are in any doubt about your reporting obligations.

## 30. Withdrawals

30.1. Subject to 30.4 below, on your instructions you can make a full withdrawal of any Fixed Rate Bond held to occur within a timescale you stipulate. Partial withdrawals from a Fixed Rate Bond are not permitted.

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

	1 Year Bond	2 Year Bond	3 Year Bond
<b>Charge</b>	£50	£75	£100

30.3. Interest calculated up to and including the date we receive your instructions to withdraw will be credited to your bond.

30.4. The charges outlined in 30.2 above will be deducted from the final interest credited to the Fixed Rate Bond on withdrawal and if this is not sufficient, from the amount deposited.

30.5. A full withdrawal may be made against a deposit in a Fixed Rate Bond after the following period has lapsed following receipt of the deposit:

30.5.1. three Working Days for a payment by debit card, and

30.5.2. six Working Days for a payment by cheque. These periods are indicative only and a withdrawal is subject to cleared funds being available. Please note that the central clearing system normally takes six Working Days.

30.6. We may ask you to confirm telephone instructions in writing.

30.7. The time stipulated by you in 30.1 above may not be less than five Working Days from the day we are in receipt of your instructions. If we require written confirmation of the telephone instruction the time stipulated by you cannot be less than five Working Days from the day we receive your written confirmation.

30.8. Payment will be made by cheque made payable to you or direct to your Nominated Account by faster bill payment or Electronic Fund Transfer. Withdrawals cannot be made by standing order or Direct Debit.

## 31. Maturity

31.1. We will send you notice of maturity at least 14 days prior to the Maturity Date of each Fixed Rate Bond held.

31.2. The notice in clause 31.1 above will outline the options open to you in respect of the Fixed Rate Bond approaching maturity. This may include the option to transfer to any new Fixed Rate Bond we make available at that time.

31.3. The notice in clause 31.1 will include the option to withdraw on maturity and have your deposit and interest earned returned to you. Payment will be made by cheque made payable to you or direct to your Nominated Account.

31.4. If you do not respond by selecting one of the options outlined in our notice on or before the Maturity Date, we reserve the right to transfer the matured Fixed Rate Bond to any new Fixed Rate Bond, or any other savings option, we make available at that time. Our decision as to which of these options will apply will be outlined in our notice to you.

## 32. Complaints

32.1. If you have a complaint please write to us at Savings & Investments department, Marks & Spencer Money, Kings Meadow, Chester, CH99 9UT or telephone us on 0800 028 28 24.

32.2. If we are unable to resolve your complaint to your satisfaction you can write directly to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone Numbers: 0800 0234 567 (free if calling from a fixed line e.g. landline), or 0300 1239 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Internet: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

A written complaints procedure is available on request.

### 33. Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with the bank and not to each separate account. Marks & Spencer Money and Your M&S are trading names of Marks & Spencer Financial Services plc. Customers who hold deposits with Marks & Spencer Financial Services plc (under one or both trading names) are eligible for one claim of up to the FSCS deposit limit.

For further information about the scheme (including the current limits, amounts covered and eligibility to claim) please contact us on 0808 005 5555 in the UK or +44 1244 688632 from abroad (see the introduction to Fixed Rate Savings Terms for details of the opening hours), or refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 0207 741 4100 or 0800 678 1100.

### 34. Cancellation rights

- 34.1. Under the regulations made by the Financial Services Authority (FSA) under powers granted to them by the Financial Services and Markets Act 2000 you have the right to cancel a deposit into our Fixed Rate Bonds.
- 34.2. You will have 14 days to cancel from the Start Date of each Fixed Rate Bond account if you have made an application by post or internet. If you have made an application over the telephone the 14 day cancellation period commences on the day you receive this Terms following the telephone call.
- 34.3. If you cancel, you are entitled to have repaid any money deposited with interest earned. If you wish to cancel, you should write to us at Savings & Investments department, Marks & Spencer Money, Kings Meadow, Chester, CH99 9UT and you must post this within the 14 day period.
- 34.4. There are no charges for cancelling a Fixed Rate Bond within the 14 day period.

### 35. Notice

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

### 36. Compliance

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

### 37. Your personal details

#### IMPORTANT – USE OF YOUR INFORMATION

"We", "us" and "our" refer to Marks & Spencer Financial Services plc. "HSBC Group" means HSBC Holdings plc, its subsidiaries, associated and affiliated companies. We are a member of the HSBC Group. "Marks and Spencer Group" means Marks and Spencer plc and its subsidiaries, associated and affiliated companies. Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group or the Marks and Spencer Group) other than where we are legally required to disclose, we have a public duty to disclose, our interests require disclosure, disclosure is made with your consent or as set out in the terms below.

#### Data processing

The HSBC Group, members of the Marks and Spencer Group and other companies approved by Marks and Spencer plc may record, exchange, analyse and use relevant information about you and your relationships with the HSBC Group and/or members of the Marks and Spencer Group (including the nature of your transactions) for testing, monitoring, training, market research and administrative purposes. This may include information provided by you, or someone acting on your behalf. We may make such information about you and your relationships available to members of the HSBC Group, members of the Marks and Spencer Group and/or other companies approved by Marks and Spencer plc for these purposes.

Relevant information may also be exchanged with members of the HSBC Group and/or Marks and Spencer Group and others, for audit purposes and if required by appropriate governmental and nongovernmental regulators or ombudsmen. We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf.

Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

#### Information about products and services

With your permission we, other members of the HSBC Group, members of the Marks and Spencer Group and other organisations approved by Marks and Spencer plc may share information about you to enable each of us to keep you informed about special offers, products and services available from the HSBC Group, the Marks and Spencer Group and selected third parties by post, telephone, email, mobile text and picture messaging. You agree that, to determine which products or services may be of interest to you, information about you and the conduct of your account may be analysed. If you do not want us to contact you about such special offers, products and services please let us know.

### Crime prevention

To prevent crime and verify your identity, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and/or Marks and Spencer Group, and, where appropriate other organisations. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

### Miscellaneous

Under data protection legislation, you can apply in writing for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual. To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property. We may use any service details you provide us for service related reasons. You are required to notify us promptly of any changes to these or other details.

### 38. Changes to your personal details

- 38.1. You must immediately:
  - 38.1.1. inform us in writing of any change to your name. Your instructions must be accompanied by documentation that we ask for to satisfy us of the change.
  - 38.1.2. inform us by telephone or by post of any change to your home address, telephone numbers (home, work or mobile), or email address.
  - 38.1.3. provide us with any additional information we are required to obtain to operate your account or which we reasonably request.

### 39. Transferring your account

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

### 40. Transferring of our rights and duties

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

### 41. Delegation

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

### 42. Governing Law

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