



# Corporate Deposits

## Terms and Conditions

13<sup>th</sup> January 2018





# Applicable to All Accounts and Services

## 1. WHO WE ARE

Any reference in these Conditions to 'you' and 'your' includes your personal representatives and successors and (where appropriate) any Authorised Dealer authorised by you, and any Joint Account Holder. It is your responsibility as the holder of an Account with us to furnish each Authorised Dealer authorised by you with a copy of these Conditions and any subsequent amendments or replacement Conditions, and to ensure that they comply with these Conditions.

Any reference in these Conditions to 'we' and 'our' means the Bank and includes our successors and assigns. We are regulated as a credit institution by the Central Bank of Ireland of New Wapping Street, North Wall Quay, Dublin 1 and our principal business is the provision of financial services. Our registered office is 56/59 St Stephens Green, Dublin 2. We are registered at the Companies Registration Office, Dublin under registration number 222332. Our VAT number is IE8222332J.

## 2. DEFINITIONS AND INTERPRETATION

### In these Conditions:

**'Account'** means an account opened by the Bank through Corporate Deposits for you.

**'Agreement'** means these Conditions, the Mandate(s), all applicable fees and charges booklets and schedules (if any), all Channel terms and conditions, and all other documents that are incorporated into these Conditions or otherwise become part of our agreement with you.

**'Authorised Dealer'** means those individuals specified on a Mandate as authorised dealers on your behalf.

**'Bank'** means permanent tsb plc, its successors and assigns.

**'BIC'** means Bank Identifier Code.

**'Business Day'** means a day (other than a Saturday, Sunday, public or bank holiday) on which the Bank is generally open for business in Ireland, provided always that, a cut off time for the execution of payment instructions of 18.00 applies unless otherwise specified in these Conditions. This timeframe is also subject to the payee's payment service provider being open for business on that day and it being a day on which the interbank payment system is operating. For the avoidance of doubt, instructions received in the period from 18.00 to 24.00 hours will be deemed to be received on the next Business Day.

**'Channels'** means the methods by which you may access our various Accounts and other services and by such other means as we may from time to time make available. The Accounts and services that may be accessed and utilised may vary across the different Channels and the limits applicable to particular transactions or services may also vary across the different Channels.

**'Conditions'** means the General Conditions and the Account and/or Channel and/or service or contract specific conditions, as amended, extended or replaced from time to time.

**'Consumer'** means a natural person who is acting for purposes other than his/her trade, business or profession.

**'Corporate Deposits'** means the department of permanent tsb plc., administering the Accounts.

**'Customer'** means a person(s) (whether a natural or legal person) who has/have opened an Account with us (including an Account to be used for the purposes of the person's business) and includes the personal representatives, successors, Authorised Dealers and permitted assignors of each such person.

**'EEA'** means the current members of the European Economic Area as may be amended from time to time. The EEA consists of the Member States of the European Union in addition to Iceland, Liechtenstein and Norway.

**'Foreign Exchange Contracts'** means any foreign exchange contract between you and the Bank, including without limitation currency

swaps, currency options, forward foreign exchange contracts.

**'General Conditions'** means those of the Conditions which are applicable to all Accounts and services.

**'Group'** means the permanent tsb Group, a financial services group principally comprised of banking companies.

**'IBAN'** means International Bank Account Number.

**'Interest Rate Contract'** means any interest rate contract between you and the Bank, including without limitation interest rate swaps, interest rate options and forward interest rate contracts.

**'International Payment'** means a payment to and/or from an account outside Ireland in any currency or a payment to and/or from an account in Ireland in a currency other than euro.

**'Ireland'** means the Republic of Ireland.

**'Joint Account'** means an Account opened in more than one name and includes an Account in the name of a partnership.

**'Joint Account Holder'** means the two or more persons or members of a partnership holding a Joint Account.

**'Limits'** means such financial and temporal or other limits on transactions determined by the Bank and notified to you from time to time.

**'Mandate'** means a mandate in force from the time being given from you to the Bank.

**'Micro Enterprise'** has the meaning given to it by Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises.

**'Payment Advice'** means the deposit contract details letter / contract note which we may give to you when you make and/or roll over a deposit.

**'Payment Services Directive' or 'PSD'** means the Directive EU 2015/2366 of the European Parliament and of the Council as transposed into Irish Law.

**'Personal Data'** means any information which

relates to an individual and which enables the holder of that information to identify that individual directly or indirectly by combining the information with other information, and includes not only name and address, but Account numbers and online identifiers.

**'Primary Address'** means your address as recorded by us, or if there is more than one Customer on an Account, the address of the first named Customer on the Account.

**'Unique Identifier'** means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment and which will usually include the payee's BIC and IBAN.

**'Website'** means [www.permanenttsb.ie](http://www.permanenttsb.ie)

In these Conditions where the context so allows, reference to any gender includes all genders and the singular includes the plural and vice versa. In these Conditions headings are for convenience only and are not to be taken into account when interpreting these conditions.

### 3. SCOPE AND ACCEPTANCE

- a) These Conditions apply to the operation of the various Account products, services and transactions offered by us and (unless agreed in writing to the contrary) are deemed to be incorporated in and form part of all agreements between us and our Customers for such Account products, services and transactions.
- b) These Conditions constitute the terms and conditions applicable to such Account products, services and transactions. They do not comprise an exhaustive list and shall, unless otherwise agreed to the contrary, be construed in conjunction with, and subject to relevant banking law practice.
- c) Business Accounts may be used only for business purposes and may not be used for personal purposes. Personal Accounts may not be used for any business or commercial purposes.

- d) Unless otherwise agreed to the contrary, the authorisations, assurances, instructions and confirmations to us from you in any application for an Account shall be deemed to be incorporated in and form part of the Agreement for such Account.
- e) Additional terms and conditions may apply to specific types of Account or to specific services or Channels on an Account where we approve such services or Channels for the Account or to specific transactions. To the extent that there is any conflict or ambiguity between the General Conditions, and those additional terms and conditions, those additional terms and conditions will prevail.
- f) Subject to any rights of cancellation which you may have under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the 'Distance Marketing Regulations'), which apply where you have dealt with us at a distance (i.e. where there is no face to face contact between us, e.g. where we have dealt by phone, internet or post), these Conditions shall be deemed to be accepted by you of signature by you on the application form for the relevant Account or service and shall become binding on our acceptance of your application. Where the Distance Marketing Regulations apply, we shall let you know, and will give you details of any rights of cancellation which you may have.
- g) Copies of the Agreement may be obtained from Corporate Deposits on written request.

Account or providing certain services.

- (b) By opening an Account with us, you are acknowledging that we will access, use and retain your relevant information (including Personal Data) for the purposes of providing you with the Account and associated services, and for the purposes and in the manner described to you when we collect your information and as set out on our Website. This may include disclosing your information to comply with our legal and regulatory obligations, and transferring your information to other countries.
- (c) We shall make such enquiries and/or request such information and/or documentation from you as may be required in accordance with applicable laws, statutory and bank regulations. We reserve the right to confirm the authenticity of any document provided by you to us for the purposes of identification or application for credit. This can include but is not limited to, contacting the issuer of any service or utility bill or statement or non-governmental issuer of identification documentation.
- (d) We may make such enquiries about you as we from time to time consider appropriate and may provide information provided by you in the application for the Account and any information relating to the conduct of the Account to credit reference agencies (who will add details of our search, and information in relation to the conduct of your Account(s) and any credit agreements, to your record, and who may disclose this information to third parties for credit assessment purposes).

#### 4. CUSTOMER INFORMATION

- (a) The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended, re-enacted or replaced from time to time) and the European Union's Fourth Anti Money Laundering Directive (Directive 2015/849/ EC) (as transposed in Ireland) require us to satisfy ourselves as to your identity and the identity of any other Customers on an Account before opening an Account, permitting transactions on an

- (e) We shall be under no obligation to comply with any directions in relation to an Account, including without prejudice to the generality of the foregoing, withdrawals or transfers, without such forms of identification as we shall deem necessary.
- (f) Where you fail to update us of any changes in respect of your Personal Data, we shall not be liable to you or any third party with whom we share information

(whether on your behalf or not) for any loss suffered by reason of any information not being accurate and up to date.

- (g) We may provide any information concerning you to:
- (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
  - (ii) any other member of the Group for group reporting and analysis;
  - (iii) any person with whom we have entered or propose to enter into contractual relations in relation to an Account or service provided to you or who provides or proposes to provide services to us in connection with an Account or service provided to you, and their respective officers, employees, agents and advisers; and
  - (iv) your Joint Account Holder(s) (if any).
- (h) We may, but shall not be obliged to, record or monitor telephone conversations for security and training purposes, to verify instructions and to maintain quality service standards. Any such recordings or transcripts thereof may be used in evidence in any dispute or in the handling of any complaint and may also be used as proof of any instruction and shall be conclusive evidence in these regards.
- (i) We reserve the right to require verification of identity and address from you where your Account is designated as an 'Inactive' Account, that is to say where no transactions have been effected on the Account for a continuous period of 3 years and for the purposes of this condition, a transaction is a lodgement or transfer to or a withdrawal or transfer from the Account.
- (j) Where you provide us with Personal Data relating to any other individuals,

you warrant that you will inform the relevant individual that their information will be provided to us for the purposes outlined above and where necessary will obtain the consent of such individual to the use of their Personal Data in the manner outlined above.

- (k) You have the right at any time to request details or a copy of any Personal Data that we hold about you and to have inaccuracies in that information corrected, by writing to permanent tsb as per the details on our Website. Further details of these and your other rights under applicable data protection laws are available on our Website.

## 5. JOINT ACCOUNTS

- a) Where two or more persons hold an Account, the Joint Account Holders shall be jointly and severally liable for their obligations to us.
- b) Where the Account is a Joint Account and the Joint Account Holders authorise any number of them to operate the Joint Account, all acts done, with the exception of those listed in (c) below, under that authority in relation to the Joint Account or any of the services provided now or in the future in connection with the Joint Account and all debits arising on foot of same shall bind all Joint Account Holders jointly and severally.
- c) All Joint Account Holders must authorise the change where the following changes are made to a Joint Account:
- (i) converting the account type;
  - (ii) adding additional person(s) as account holders;
  - (iii) granting authority to others to operate the Joint Account; or
  - (iv) Account closure as referred to in Condition 16.
- d) Where the Account is a Joint Account and we have notice of a dispute between the Joint Account Holders (or any of them), we may cease to permit withdrawals

from the Joint Account, and subject to our discretion, dealing may not be permitted on the Joint Account until we receive a new written mandate from the Joint Account Holders.

- e) On the death of any Joint Account Holder, the balance of the Account plus accrued interest may, on production of the appropriate Revenue and, where required, testamentary documentation, be withdrawn in total or retained in the name(s) of the surviving Joint Account Holders(s).
- f) Additional terms are applicable to certain Joint Accounts, depending on the Account type, as further specified in these Conditions.

## 6. TRANSACTION AMOUNTS

Depending on the Account type and Channel availed of by you, we may place conditions on the minimum balance, maximum balance, lodgement or withdrawal amounts that may apply.

## 7. SET OFF

- a) In addition to any other right of set off, lien or similar right to which we may at any time be entitled, we may (but shall not be obliged to):
  - (i) hold and retain any credit balance to which you are now or hereafter entitled on any Account until such time as all or any of your obligations to us have been discharged in full;
  - (ii) combine all or any of your accounts (including all Accounts); and/or
  - (iii) apply any credit balance (whether matured or not) to which you are now or hereafter entitled on any Account in discharge of any of your obligations (whether matured or not) to us regardless of the currency of such balance or obligation.
- b) If the balance and the obligation referred to in Condition 7(a)(iii) are in different currencies, we may convert either the balance or the obligation at a market rate of exchange customarily utilised by use in our usual

course of business for the purpose of the set-off.

- c) If the obligation referred to in Condition 7(a)(iii) is unliquidated or unascertained, we may set-off an amount estimated by us in good faith in accordance with commercially reasonable standards to be the amount of that obligation.
- d) The provisions of this Condition 7(a) to (c) will also apply (subject to (iv) below) in respect of any credit balance to which you are now or hereafter entitled where:
  - (i) a competent authority, as defined in the European Union (Deposit Guarantee Scheme) Regulations 2015 (S.I. 516 of 2015), as amended or replaced from time to time, has determined that the Bank appears to be unable, for reasons directly related to the Bank's financial circumstances, to repay the deposit (which includes any credit balance in the current account) and has no current prospect of being able to do so;  
or
  - (ii) a court has appointed a liquidator or examiner to the Bank;  
or
  - (iii) a court has made, for reasons directly related to the financial circumstances of the Bank, any other ruling that has the effect of suspending depositors' ability to make claims against the Bank  
and
  - (iv) where all or any of your obligations have fallen due on or before such determination has been made by the said competent authority or court under (i), (ii) or (iii).

## 8. DEPOSIT INTEREST RETENTION TAX

- a) Accounts held by Customers, with certain exceptions, are liable for DIRT.
- b) DIRT is deducted, where applicable, from

interest credited to the Account. This is deducted when interest is paid and is forwarded by us to the Revenue Commissioners.

- c) A certificate of interest credited to an Account can be obtained from Corporate Deposits where the Account is held. Customers eligible to reclaim DIRT should remit this certificate with the relevant form to their local tax office.

## 9. NON-RESIDENT ACCOUNTS

Accounts held by non-residents (as defined by the Taxes Consolidation Act 1997 (as amended)) must be operated in accordance with statutory conditions and banking regulations. A non-resident declaration form must be completed where a non-resident Account is required.

## 10. PAYMENT INSTRUCTIONS

- a) You are solely responsible for the accuracy of each payment instruction. We are not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting, where we exercise our discretion to do so, an instruction in a form other than our standard form for payment instructions. Where we are given inconsistent instructions, for example, where the receiving bank's BIC and its name and address details do not match or where the payee's IBAN is invalid or incorrect, we shall not be liable for acting in accordance with any part of those instructions.
- b) Before a payment is made from your Account, you must comply with our applicable procedures including completing, either manually or online, the relevant payment instruction:
- In the case of a payment to another bank account these will also include providing all necessary Unique Identifiers to enable the payee's bank

and payee's bank account to be identified;

- The Unique Identifier required is normally the BIC of the payee bank and the IBAN of the payee account. Where different Unique Identifiers are required, they will be specified at the time of set up of the payment instruction;
- All electronic payments to an account held in the EEA will have the 'SHA' (share) charge option applied. Payments to accounts held in countries outside of the EEA will have the 'SHA' charge option applied unless you specifically request a different charge option when setting up the payment instruction.

- c) Before we can make a payment you must authorise the transaction by completing our relevant instruction form or by providing us with written instructions in another form which contains all of the information we require, signed by you or your Authorised Dealer in accordance with the Mandate held by us. In the case of an instruction to us by telephone, we will require a follow up confirmation before the instruction will be carried out. The follow up confirmation must be either in writing, by email, letter or by way of a second telephone call to us. Instructions by telephone will only be carried out when the follow up confirmation is received by us. Where you use one of the Channels to authorise a transaction, you or your Authorised Dealer must follow whatever instructions we may give to you.
- d) We will accept and endeavour to implement any instructions received by us in respect of payments from your Account provided that:
- you or the relevant Authorised Dealer follow our applicable procedures



and authorise the transaction in accordance with Condition 10(c);

- you or the relevant Authorised Dealer have duly completed and authorised all applicable payment instructions and in the case of a telephone instruction, where you have provided follow up confirmation or we have otherwise received instructions on your behalf in accordance with any applicable procedure;
- we are not prevented from following the instruction by any law or regulation or other circumstances beyond reasonable control;
- you have sufficient cleared and available funds in your Account to meet the instruction concerned and all applicable charges; and
- all other conditions required by us have been fulfilled.

If we do not accept a payment instruction in respect of a payment that is subject to the PSD (this would exclude for example cheques and other negotiable instruments), we will notify you of this within the execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.

- e) Once received by us for execution, payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so, subject to the following:
- Payment instructions for transfers between Accounts within the Bank (whether in your name or in the name of another Customer) cannot be amended or revoked after receipt by us;
  - Any amendment or cancellation instruction should be given in writing to Corporate Deposits or in

such other form as we may prescribe;

- You will be liable for any additional fees or expenses or foreign exchange losses which arise out of any such amendment or cancellation or any payment investigation initiated at your request. We reserve the right to charge you for revoking any payment instruction.

Except where we agree a specific receipt date, details of when we will be deemed to have received a payment instruction for the purposes of the above will vary depending on the method by which you instruct us and in the case of an instruction by telephone, the follow up confirmation received during normal working hours through Corporate Deposits at which the relevant account is held, will be deemed to be received on that Business Day. Paper initiated payments will be deemed to be received on the following Business Day.

- f) If you wish to make a payment to or from your Account in a currency other than the currency in which your Account is denominated, a currency conversion will be required. The exchange rate used for such a conversion will be at the market exchange rate applicable at the time of the transaction.
- g) Standard exchange rates used for converting foreign exchange transactions are available upon request from Corporate Deposits and at the time of completion of the transaction.
- h) If you instruct us to make a payment in a currency other than the currency of the payee's account the payee's bank may convert the payment into the currency of the payee's account. We have no control over how that exchange rate of the payee's bank is calculated or when the exchange rate will be applied.
- i) Subject to Condition 18, we may use intermediary or agent banks and clearing

and settlement systems of our choice to execute any payment.

- j) You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from your Account. We will consider whether there has been undue delay in accordance with Condition 13(b).
- k) we will take reasonable steps to ensure that each payment (other than a payment by way of cheque or draft or other paper based order or voucher) that you, validly and in a manner which is in compliance with the applicable procedures, instruct us to make, and which we accept for execution, is credited within the following timeframes:
  - (i) In the case of a payment to an account held with the Bank, the payee's account will be credited immediately.
  - (ii) In the case of a payment to an account located within the EEA in any currency, where the instruction has been received prior to 14:00, the payment will be sent to the payee's bank on the same business day. Payments processed after this time will be sent with the value of the next Business Day.
  - (iii) In the case of a payment to an account located outside the EEA in any currency, we will carry out the instruction in the same manner as set out in (ii) above, however, we cannot guarantee that the payee's bank will receive the payment within the timeframe specified.

These timeframes may be extended by one Business Day where the payment is paper initiated

Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.

- l) In the event of an obvious error or mistake, we may reverse an amount appearing on an Account on final posting. Any reference to the balance must be construed accordingly.

## 11. LODGEMENTS

- a) Cheques and other negotiable items may be lodged to your Account. When making such lodgements, you must carefully follow any instructions we give you.
- b) Lodgements received will be subject to the following:
  - (i) where the lodgement has been made directly from another permanent tsb account, it will be immediately credited to your Account.
  - (ii) where the lodgement has been transferred from another Bank, including any international payment, it will be credited on the Business Day we receive it subject to the applicable cut-off times on our Website.
- c) Where a lodgement is received after our applicable cut off time on a Business Day, it will be processed and credited to your Account no later than the next Business Day.
- d) Lodgements made by way of cheque and other negotiable items are accepted on condition that if any error, shortfall or other discrepancy shall be discovered by us in the contents or details of any lodgement, the lodgement may be appropriately amended by us and the amended lodgement shall be taken to be accurate and you shall be notified accordingly in writing.
- e) Until we process the items comprised in a lodgement they are held by us at your risk. Lodgements are deemed to be received when they have been verified by us. Where we check a lodgement we will verify the amount

actually contained therein and if this amount differs from the amount indicated, we will inform you of any discrepancy. The amount we find actually contained in the lodgement will be conclusive.

## 12. INSTRUCTIONS

- a) Each time you give us an instruction, you will be deemed to warrant to us that such instruction can be followed by us without breaching any law or regulation. We shall not be obliged to act on any instruction which we reasonably believe to be in breach of any law or regulation.
- b) You hereby authorise us to act on the written instructions of any of the Authorised Dealers agreed by you, irrespective of the nature of the transaction to which those instructions relate. The instructions and any transaction effected pursuant to those instructions shall be unconditionally binding on you. We may also in our sole discretion require at any time the instructions of more than one Authorised Dealer to operate your Account and or effect any transaction.
- c) We may provide you with written confirmation of a transaction but any such confirmation shall not in itself constitute a contract and shall be subject to the exclusion of any errors or omissions. The non-receipt, for whatever reason, by you of written confirmation of any instruction shall not release you in any respect from any of its obligations.
- d) On receipt by us of an instruction, we may (but will not be obliged to) contact you to seek confirmation of the instruction. You accept that where we cannot make such confirmation of the instruction by phone call or cannot authenticate such instruction in this manner, such instruction will not be acted upon and the payment requested will not be processed. In the event that we cannot process the payment for the above reasons, we shall write to your address on the Account records informing you of such an

eventuality.

- e) In consideration of our acting on accordance with the terms of this Condition 12, you undertake to indemnify the Bank and keep it indemnified (on a full indemnity basis) against all losses, damages, costs, expenses, claims, proceedings and demands (“**Claims**”) incurred or sustained by the Bank, of whatever nature and howsoever arising out of or in connection with such communications, provided only that the Bank acts in good faith and is not negligent in dealing with such communications.
- f) We may debit any of your Accounts with the amount of any such Claims.

## 13. PAYMENT ADVICE/STATEMENTS AS CONCLUSIVE EVIDENCE

- a) We may issue a Payment Advice on completion of the transaction. We will issue statements for your Account(s) to you in a durable medium (or by any other means required or permitted by law), free of charge, at least once a year or more frequently, e.g. monthly, if requested by you. As soon as you receive any Payment Advice or Account statement, you should examine it carefully and immediately report any disputed transactions, errors or omissions to us. You should notify us without undue delay through Corporate Deposits on becoming aware of any unauthorised or incorrectly executed transaction. Corporate Deposits may request written confirmation of such notification.
- b) We will normally consider that there has been undue delay if you fail to notify us within 30 days of receipt of a Payment Advice or Account statement showing the relevant transaction. In any event, failure to notify us within 13 months of a transaction being debited to your Account will always amount to undue delay. If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is

debited or credited to your Account, we may make any necessary correcting entry on your Account without reference to you.

- c) Subject to the liability provisions in Condition 18 below, unless you have reported to us any error or discrepancy in an Account or Payment Advice or Account statement, you shall be obliged to confirm the Payment Advice or Account statement within 30 days after receipt. In the absence of any such report within such period the Payment Advice or Account statement shall be deemed to have been irrevocably confirmed by you whether or not you have actually done so, to the intent that, save for any obvious error, the Payment Advice and/or Account statement shall as regards you thenceforth be conclusive evidence of the correctness of the entries recorded therein.
- d) Furthermore, the failure to make any such report or confirmation within the periods mentioned above, or the making of a confirmation shall constitute a representation by you to us that the Payment Advice or Account statement is correct and shall be an agreement by you that we shall thenceforth not be liable for any loss to which you may suffer howsoever arising in relation to any entries or the balance appearing in the Payment Advice or Account statement.
- e) In the event of any inconsistency between our records as to the Account or transaction balance and the Account or transaction balance as stated in the Payment Advice or Account statement, our records shall be conclusive evidence of the Account or transaction balance and the interest accrued thereon.

## 14. DEATH

We must be informed on the death of any Customer, or of a partner in a Customer which is a partnership, and the necessary documentation must be produced before payment can be made in accordance with any prevailing statutory obligations and bank regulations.

We must also be informed of the death of any Authorised Dealer and we will continue to act on any instruction we receive from that Authorised dealer until we are so advised.

## 15. REFUSAL

We reserve the right to refuse to open an Account and/or make available specific Account services or Channels for an Account or enter into any transaction without stating a reason.

## 16. CLOSURE

- a) We can close your Account immediately in any of the following circumstances:
- (i) If you fail to pay any sum to us when due; or
  - (ii) If you commit any serious or repeated breach of any provision of the Agreement or of any other agreement with us; or
  - (iii) If any representation, warranty or statement made by you to us is or becomes untrue in any material respect; or
  - (iv) If you are in default under any other financial obligation to any person; or
  - (v) If you cease, or threaten to cease, to carry on business; or
  - (vi) If you are or are deemed to be insolvent or unable to pay your debts as they fall due; or
  - (vii) If you make or seek to make any compromise with your creditors; or
  - (viii) If any distress or execution is levied on or affects any of your property or assets; or
  - (ix) If you commit an act of bankruptcy; or
  - (x) If a manager, receiver, administrative receiver, administrator or the like is appointed in respect of you or any of your assets or any other step is taken to enforce any mortgage, charge or other security interest over any material part of your assets; or

- (xi) If a meeting is convened, a resolution is passed, a petition is presented, an order is made or another step is taken for your winding-up, bankruptcy, court protection or administration; or
- (xii) If you die or become of unsound mind or are made a ward of court or if, for any other reason, you are no longer, in our opinion, able to manage your financial affairs; or
- (xiii) You cease to be owned or controlled by the person or persons who at the date of the Agreement own or control you (for the purpose of this paragraph "control" means in relation to you the power to appoint a majority of your board of directors (or equivalent) or the power to otherwise direct your affairs); or
- (xiv) If any of the foregoing events occurs in respect of any person who has guaranteed or provided security for your liabilities to us; or
- (xv) If any mortgage, charge, guarantee, indemnity or other security for your liabilities to us fails or ceases in any respect to have full force and effect or to be continuing or is terminated or disputed or becomes in jeopardy, invalid or unenforceable; or
- (xvi) If we must do so in order to comply with any law; or
- (xvii) If you use your Account for any unlawful or other inappropriate purposes; or
- (xviii) If for any reason the Agreement becomes unenforceable or void.

If we take such action we will immediately give you notice in writing that we have done so.

- b) We may close your Account for any other reason by giving you at least two months prior notice in writing.
- c) You may also close your Account at any time by a written instruction to Corporate Deposits.

- d) If your Account is a Joint Account, all Joint Account Holders must agree to the closing of the Account.
- e) If your Account is closed, you must immediately pay all sums owing on your Account (including making allowance for items not yet presented). Interest, fees and charges will be charged up to the date of closure.
- f) Notwithstanding any closure of your Account, you will remain liable for any amounts paid from your Account in accordance with these Conditions.
- g) These Conditions shall continue to apply to you until such time as your Account is closed, or we are repaid all amounts owing on your Account whichever is the later.

## 17. AMENDMENT OF THESE TERMS AND CONDITIONS (INCLUDING INTEREST, FEES AND CHARGES)

- a) These Conditions shall continue to apply unless and until altered by us in accordance with this Condition 17.
- b) We may vary these Conditions, any applicable interest rates, fees and charges, including the interest rate structure, at our discretion from time to time.
- c) We may notify you of any changes to these Conditions by giving you at least 2 months' notice, unless we are permitted by law to give you a shorter period of notice, and by communicating the change to you in a durable medium or such other manner as may be permitted by applicable law or regulation.
- d) Subject to notifying the relevant regulator, where applicable, we may alter applicable interest rate, fees and charges and / or introduce new fees and charges, on giving you 30 days' notice in accordance with these Conditions, unless we are permitted by law to give you a shorter period of notice. Where we alter any interest rate, fees or charges that are applicable to the services provided under the Payments Services Directive, we will give you at least 2 months' notice. We will

communicate the change to you in a durable medium or such other manner as may be permitted by applicable law or regulation. Where a change in a fee or charge is to your benefit, we may at our discretion give you shorter notice

accordance with these Conditions or by law, or for any loss or damage you may suffer as a result of the way in which any such refusal is communicated to you or to others

b) Unauthorised Payments

**18. OUR LIABILITY TO YOU:**

a) Liability generally

In addition to any other duty of care at any time owed by you to us and except as otherwise set out in these Conditions, it shall be your duty to take all proper and reasonable measures in the conduct and management of each Account and any transaction so as to prevent loss or damage of any kind to either you or us, and you shall be solely responsible for any loss or damage caused by a breach of this duty.

To the extent permitted by law and except as otherwise set out in these Conditions, we will not be liable for, and shall be indemnified in full by you against, any loss, damage or other liability that you or we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your Account or pursuant to any transaction unless such loss, damage or liability is caused by our fraud, wilful default or lack of reasonable care. In no circumstances will we be liable for any increased costs or expenses or for any loss of profit, business, contracts, revenue or anticipated savings, or for any special, indirect or consequential damage of any nature whatever.

Where we provide you with services which are not subject to the Payment Services Directive, we shall not be liable to you for any delay or failure caused or charge incurred by any intermediary or agent bank or any clearing or settlement system.

We are not liable for any loss or damage arising from any refusal to carry out any instruction for a payment from your Account where we are entitled to do so in

Notwithstanding Condition 18(a) above, this Condition 18(b) only applies where you are a Consumer or Micro Enterprise and we will, in accordance with our obligations under the Payment Services Directive and subject as hereafter mentioned, refund to you the amount of any payment or withdrawal debited to your Account which was not authorised by you and, where necessary, restore your Account to the state it would have been in had the transaction not taken place. However:

- (i) If the unauthorised payment resulted from the failure to follow any security procedures, you will be liable for the first €50 of loss suffered by you;
- (ii) We will have no liability under this Condition 18(b) for any loss suffered by you where you:
  - (1) intentionally, fraudulently or with gross negligence fail to adhere to the safe keeping requirements; and/or
  - (2) have intentionally, or because of your lack of reasonable care, failed to follow any security procedure; and/or
  - (3) have intentionally, or because of your lack of reasonable care, failed to notify us without undue delay of a breach of security procedures.
- (iii) If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement for your Account

showing the relevant debit to your Account.

- (iv) In the any event a failure to notify us within 13 months of the payment being debit to your Account will always amount to undue delay.

## 19. WAIVER

No time or indulgence, which we may extend to you and no waiver by use of any breach of any term or condition of these Conditions, shall affect our rights and powers hereunder.

## 20. FORCE MAJEURE

We will not be liable for any loss you may suffer if we are prevented from providing any service to you as a result of industrial action, power failure or any other cause beyond our reasonable control.

## 21. CURRENCY

Unless otherwise agreed, all Accounts shall be maintained in euro.

## 22. Language

These Conditions and all information and communication with you will be in English.

## 23. NOTICES

All correspondence, notices and Account statements (if applicable) will be sent to the Primary Address and, in the case of a Joint Account, if so sent shall be deemed to have been sent to all the Joint Account Holders.

## 24. COMPLAINTS PROCEDURE

We are committed to providing you with the highest standard of service. We hope that you never have any reason to complain to us, but if you do, we want to hear from you so that we can address your concern as quickly and as fairly as possible.

**If you raise a complaint:**

- (i) We will deal with your complaint fairly, courteously and promptly;
- (ii) Your complaint will be logged and fully investigated;
- (iii) We will identify the cause of the complaint and take steps in as far as possible, to prevent it happening again; and
- (iv) We will give you an explanation and an apology where we have made a mistake.

### You can make your complaint

- (i) By phoning the relevant branch or department;
- (ii) By visiting your local branch;
- (iii) By writing, sending an email (to [Customerresolutioncentre@permanenttsb.ie](mailto:Customerresolutioncentre@permanenttsb.ie)) or speaking to a member of staff of the relevant branch or department. If you are sending in a written complaint please provide your phone number so we can discuss your complaint with you. If you contact us in person or by phone, we will offer you the option of having your verbal complaint treated as a written complaint for the purposes of the process described in the next section.

### We will do our best to resolve any complaints to your satisfaction through our internal complaint procedures.

If you are still unhappy with the outcome of your complaint, you may refer the matter to the **Office of the Financial Services and Pensions Ombudsman** (the "Ombudsman") for review. The Ombudsman is an independent statutory body whose services are available free of charge to customers who have unresolved complaints with their service provider. The Ombudsman will only become involved after the matter has been processed through our internal complaint procedures so it is important that you firstly give us the opportunity to resolve your problem.

**The Ombudsman may be contacted at the following address:**

### The Office of the Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House,  
Lincoln Place,  
Dublin 2  
Lo Call: 1890 882090

Tel: +353 1 662 0899

Fax: +353 1 662 0890

A customer service adviser may terminate a telephone call made by you if you become abusive or engage the adviser in vexatious or frivolous requests.

## 25. CONTACTING US

At the date of issue of these Conditions our contact details are as set out below. These may change from time to time and up to date details can be found on your statement or online at our Website.

Our Address is

Corporate Deposits

permanent tsb plc

56/59 St. Stephen's Green

Dublin 2

For all queries telephone us, during the hours of 09:00 to 17:00 (Monday to Friday) excluding bank holidays in Ireland, at:

Tel: (01) 669 5000

## 26. CONTACTING YOU

You shall immediately notify us of any change of address or any change of contact number, or other contact details held by us.

Subject to applicable law, we may contact you by post, phone, online, by email or in person.

## 27. ELECTRONIC COMMUNICATIONS AND RECORDS

You agree that we may, at our option, contact you electronically and use and record electronic information, documents, originals and records and that you will not object to any electronic records or electronic information being used including, without limitation in any proceedings, purely because they are in electronic form or because they may not be best evidence available of the matters to which they relate.

## 28. GOVERNING LAW

The Agreement is governed by the laws of Ireland and for our benefit you submit to the Irish Courts with respect to any dispute arising out of or in connection with the Agreement.

## 29. SEVERABILITY

If at any time any of these Conditions is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not in any way be affected or impaired thereby.



# Terms and Conditions for Deposit

## Accounts

### 1. SCOPE

The terms and conditions in this section (the "Deposit Account Conditions") apply to the operation of the various deposit Account products offered by us and (unless agreed in writing to the contrary) apply in addition to the General Conditions, and are deemed to be incorporated into and form part of the Conditions and all relevant Agreements between us for such Accounts. In the event of any inconsistency or ambiguity between the General Conditions and the Deposit Account Conditions, the Deposit Account Conditions shall apply.

### 2. NEGOTIABLE INSTRUMENTS

- a) Bills of exchange or other negotiable instruments may be accepted at our discretion subject to examination and negotiation and are transmitted for collection at your risk. Items credited to an Account may not be drawn against until cleared (that is, until any lodgement made by cheque or similar instrument has been honoured).
- b) We may, at our absolute discretion and without prior notice to you, reverse any lodgement made to your Account if the item so credited is not paid or is recalled by the paying bank (including where the paying bank is us) or is returned to or sent by us as a result of mistake, fraud or the operation of any applicable clearing rules. We will notify you of the reversal.
- c) In the case of a lodgement made with the Bank of a cheque or a draft drawn on a bank within Ireland, the normal clearing period is 5 Business Days from the date of the lodgement.
- d) Where a cheque or a draft in a foreign currency or a euro cheque or draft drawn on a bank outside Ireland is accepted for lodgement, the normal clearing period is 25 Business Days from the date of the lodgement.

### 3. PAYMENT INSTRUCTIONS

- a) Subject to Condition 3(b) of the Deposit Accounts Conditions, the provisions of Condition 10 of the General Conditions apply to any payment instruction issued in respect of your Account.
- b) Your Account may be subject to restrictions as to the type of payment instruction which may be issued on your Account.

### 4. NOTICE OF WITHDRAWAL

- a) Where the required notice of withdrawal (as specified at the time of opening of the Account) is not given to us, or notice of withdrawal is given prior to the end of a fixed term deposit term, a charge will be payable by you to us. The charge will be applied on the basis set out in Condition 7(g) of the Deposit Account Conditions, as appropriate.
- b) Where pursuant to these terms and conditions, we are entitled to a period of notice of any withdrawal, in the event of notice of a withdrawal or transfer being given to us, there is a subsequent cancellation of the withdrawal or transfer before payment is made by us or the transfer effected, a full period of notice will be required in relation to any subsequent withdrawal and any previous notification shall be deemed to have no effect.

### 5. INTEREST

- a) Where the balance in the Account is reduced below the minimum balance applicable to that Account, the interest rate will be that applicable to the then current balance in the Account.
- b) Interest is calculated on a daily basis on the cleared balance. Allowance is not made for cheques lodged until value has been received.

### 6. CREDIT OF INTEREST

- a) Interest is credited to Accounts in arrears, less DIRT as appropriate, at such intervals as are applicable to the Account type.
- b) Interest shall be credited annually or on maturity, where the term is for less than 1 year. Interest will be re-invested in accordance with your instructions.

## 7. FIXED DEPOSIT ACCOUNTS

The following additional conditions apply to fixed term deposits accounts:

- a) You may have a choice of investment periods.
- b) Interest rates are fixed at the start of the investment term and are guaranteed for the duration of the term.
- c) Withdrawals may be made up to 14 calendar days after Account opening (or such other period as may be agreed by us in writing) or, where the investment is renewed for a further period, up to 14 calendar days after the maturity date (or such other period as may be agreed by us in writing) without being subject to an early withdrawal charge as described in Condition 7(g) of the Deposit Account Conditions, provided however that the applicable interest rate shall be reduced to the lower of the current prevailing call account rate or the rate in effect on the date of the deposit in respect of deposits of a term equal to the periods during which the Account was in place.
- d) Where you request an Account balance to be re-invested at the end of the period, the investment period and interest rate will be those applicable to the option selected by you at that time.
- e) If instructions are not received by the maturity date, the investment will be immediately invested in a overnight deposit account, and will continue to roll over into an overnight deposit account until we receive an instruction from you.
- f) Repayment of balances together with accumulated interest, net of appropriate DIRT where applicable, will only be made on maturity of the agreed term or as otherwise confirmed in writing by us.
- g) Where early repayment is required, the cost of replacing the funds shall be borne by you and subject to a minimum payment of €20, or such other amount as may be determined by us, will be the greater of the amount calculated by the following formula:

$$1\% \times A \times T / 360$$

Or

$$A \times T \times D\% / 360$$

Where

A = Amount withdrawn.

T = the unexpired term remaining to maturity.

D = the difference in the prevailing market rate of interest for a term equivalent to the period remaining up to the maturity date and the funding rate applicable at the date of opening of the Account.

- h) In the event that a funding loss is incurred when insufficient interest has accrued on the Account to provide for the loss, we reserve the right to deduct the amount of such funding loss from the balance in the Account. The balance in the Account may be reduced accordingly.
- i) Additional lodgements cannot be made to an Account balance after Account opening or after the maturity date (where the investment is renewed for a further period).

## **8. DISTANCE MARKETING INFORMATION – DEPOSIT ACCOUNTS**

Note: this information document applies to you if you have dealt with us at a distance, e.g. phone, internet, post i.e. where there is no face to face contact between you and us.

This information is supplied to you in accordance with our obligations under the European Communities (Distance Marketing of Consumer Financial Services) Regulation 2004 (as amended, re-enacted or replaced from time to time. It should be read in conjunction with the terms and conditions applicable to your account as they contain important additional information about who we are, the types of financial services that we offer, our charges and how to make a complaint.

The following applies to deposit accounts unless specifically stated.

### **TAXES AND ADDITIONAL COSTS**

There may be additional costs or taxes payable by you which are not paid by us or imposed by us.

### **YOUR RIGHT TO CANCEL THE CONTRACT UNDER THE REGULATIONS**

If you open an account with us you may cancel that contract in accordance with the European Communities (Distance Marketing of Consumer Financial Services) Regulations, 2004 within 14 days of the account opening. To cancel you should send an email to us at [corporatedeposits@permanenttsb.ie](mailto:corporatedeposits@permanenttsb.ie) or write or deliver a letter to us addressed to Corporate Deposits, permanent tsb, 56/59 St. Stephen's Green, Dublin 2

If you do not exercise this right to cancel you will remain bound by the terms and conditions of the account contract but you will continue to have the right to cancel as outlined below.

If you exercise your right to close your account within the 14 day period referred to above, the account balance and any accrued interest less Deposit Interest Retention Tax (DIRT) (where applicable), will be returned to you, subject to the account balance being in cleared funds and after

deducting any amounts you owe us. An early withdrawal charge, where it applies, will be deducted from the closing balance on the account.

### **OTHER RIGHTS TO TERMINATE THE CONTRACT**

If you fail to adhere to the terms of the account contract we may terminate the contract by giving you at least 2 months' notice in writing.

You may at any time close your account and the balance and any accrued interest less DIRT (where applicable) will be returned to you subject to the account balance being in cleared funds and after deducting any amounts you owe us. An early withdrawal charge, where it applies, will be deducted from the closing balance on the account.

### **GOVERNING LAW**

All our dealings with you, and the contract will be governed by the laws of Ireland.





The background features a complex geometric pattern of overlapping triangles and polygons in various shades of orange and white. The shapes are arranged in a way that creates a sense of depth and movement, with some areas appearing to be layered on top of others. The overall aesthetic is modern and minimalist.

permanent