

Young Savers Terms and Conditions

With effect from 1 November 2009



The world's local bank

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These Young Savers Terms and Conditions (the **“Young Savers Terms”**) apply to your Young Savers account. Your agreement for your Young Savers account consists of the Young Savers Terms and any Additional Conditions (the Young Savers Terms and any Additional Conditions are together the **“Terms”**).

Additional Conditions include the following (as applicable to your account): 1) all interest rates that apply to your Young Savers account; 2) the price list applicable to your Young Savers account (you can also find out about charges by calling us or by looking at our website at www.hsbc.co.uk or by asking our staff); and 3) any other terms that we provide to you that apply to your Young Savers account.

The Young Savers Terms are also a framework contract for payment services on your account.

If any Additional Conditions contradict the Young Savers Terms, then the Additional Conditions will apply.

In the Terms:

“HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies;

“We”, “us”, and “our” mean HSBC Bank plc;

“You” and “our” mean the Young Savers account-holder(s), which may be a child holding the account in his/her own right or a parent/legal guardian (or parents/legal guardians if the account is held jointly) holding the account for the benefit of a child. Such references should be read as appropriate;

“Recipient” means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account you have or if you are withdrawing cash);

“Working days” means Monday to Friday, except public holidays;

“Branch(es)” means branch(es) of HSBC Bank plc in the United Kingdom, Channel Islands and the Isle of Man;

“TBS” means our Telephone Banking Service;

“PIB” means our Personal Internet Banking Service;

“Paying-in machines” means some of our self-service machines that allow you to deposit for payment into your account cheques, sterling bank notes and, in some cases, coins without requiring you to have a card with us.

Your Young Savers account should not be used for business purposes. No third party will have any rights under the Terms, other than to the extent parents/legal guardians are given rights under the Terms. The Terms apply to you and us only, other than clauses 31.5 and 31.6 which apply to parents/legal guardians.

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

Channel Island and Isle of Man customers only

References to the Channel Islands mean Jersey and Guernsey (including Alderney and Sark).

TBS is currently only available to some Channel Islands and Isle of Man customers. If you are not presently able to use TBS and are invited by us to do so, clause 5 will apply when you register a security number for TBS with us or use TBS. We would also draw your attention to the following sections for specific information relating to customers of the Channel Islands and Isle of Man: 30.11 (Governing Law); 30.4 (Tax on credit interest) and the back page of the Young Savers Terms (Depositor’s Compensation Scheme and How to Complain).

Disabled customers

We offer many services for our disabled customers. For more information call us on the number detailed below.

Contact information

To contact us, please call using the applicable number in the following table. Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

Account type	From the UK	From abroad
UK accounts	08457 404 404 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
Channel Islands/Isle of Man accounts	08456 006 161 (8am to 10pm)	+44 1226 261 010 (8am to 10pm)
Premier customers	08457 707 070 (24 hours)	+44 1226 260 260 (24 hours)
Plus customers	08457 404 404 (24 hours)	+44 1226 261 010 (24 hours)
Any issue – Textphone users only	08457 125 563 (24 hours)	+44 207 088 2077 (24 hours)

1. Eligibility

1.1. A Young Savers account can either be held in the name of a child that is at least 7 years of age and is under the age of 11 (this is called an **“Own Account”**), or it can be held in the name of a child’s parent(s)/legal guardian(s) for the benefit of the child (the child can be of any age) (this is called a **“Beneficiary Account”**).

1.2. You can hold a Beneficiary Account jointly with another person. All account-holders must be parents/legal guardians of the child that benefits from the account.

1.3. You cannot hold an Own Account jointly with anyone else.

1.4. These Terms apply to both Own Accounts and Beneficiary Accounts.

1.5. A Young Savers account must be opened with an initial deposit of a minimum of £1.

2. Different types of payment into and out of your account

2.1. Internal transfers – sterling payments between UK accounts you have with us in the same name, including beneficiary accounts and joint accounts which you hold with someone else. This includes automatic sweeps (please see clause 15.2 which explains what an automatic sweep is).

2.2. Bill payments (excluding faster bill payments) – sterling payments (other than Priority Payments or Electronic Fund Transfers) directly to the account of another person or organisation in the UK, Channel Islands and Isle of Man.

2.3. Faster bill payments – these are bill payments processed using the faster payments service. You can only make these payments if the recipient's bank is able to accept payments in this way. We will tell you if they cannot when you ask us to make the payment (for future dated payments we are not able to guarantee that, when the payment is sent, the recipient's bank will still be able to accept faster payments). All bill payments between accounts with us will be faster bill payments.

2.4. Electronic Fund Transfers – payments in sterling in the UK made through the Clearing House Automated Payment System (CHAPS).

2.5. Priority Payments – payments in any currency anywhere in the world, which are made using the SWIFT mechanism.

2.6. Single European Payment Area (SEPA) payments – payments in euro up to the equivalent of £2,000 to accounts in EEA countries and Switzerland. For payments you make we will deduct from your account the amount of the payment and then convert the payment into euro at the HSBC prevailing exchange rate.

2.7. WorldPay – payments (which do not qualify as SEPA payments) to selected countries in any currency, other than sterling, up to that currency equivalent of £2,000 (please ask us for details).

2.8. Cash withdrawals - cash you withdraw from your account.

2.9. Cash payments in – cash deposits into your account.

2.10. Cheques into your account. You can ask us

to make a bank draft out of your account.

2.11. Other items that are payable to you for payment into your account.

3. Information you need to provide when you make a payment

3.1. Electronic Fund Transfers, Priority Payments, WorldPay payments and SEPA payments

3.1.1. You must provide us with all the following details to enable us to make a payment:

- the correct details of the recipient's bank, including the bank's SWIFT Bank Identifier Code (BIC) address, sort code or national bank code;
- the recipient's bank account number, or International Bank Account Number (IBAN) if making a SEPA payment or paying to a bank in the EEA;
- the name and address of the recipient to whom the payment is made;
- your own account number (and IBAN for a SEPA payment), name and address. This is a legal requirement and these details will be passed to the recipient's bank; and
- the recipient's reference, if applicable.

3.1.2. If you are going to receive Priority Payments or SEPA payments you must tell the sender of the payment your BIC and IBAN.

3.2. Bill payments (including faster bill payments) and internal transfers

3.2.1. Unless clause 3.2.2 applies, you must provide us with all the following details to enable us to make the payment:

- the sort code and account number for the recipient's account;
- the date the payment is to be deducted from your account;
- the recipient's name; and
- any reference identifying the payment (including a reference to you or the recipient).

3.2.2. If you do not have the sort code and account number for the recipient's account but have made a payment to the recipient before from your account and we have set their information up on your account, then we can make the payment in the absence of this information with your agreement.

4. Personal Internet Banking

4.1. You can make some payments through PIB by logging on, using your user ID, password and providing other security information. When you have provided your payment instructions, you will be asked to confirm those instructions. This will be your agreement for us to make the payment.

4.2. Only account-holders can use PIB in respect of the account (i.e. for Own Accounts only the child can use PIB and for Beneficiary Accounts, only the parent(s)/legal guardian(s) can use PIB). Please see clauses 1 and 19 for details about who can hold a joint account and what authority is given to us to operate joint accounts.

5. Telephone Banking Service

5.1. Clause 5 applies to your use of TBS in respect of accounts held solely or jointly by you.

5.2. TBS is available, provided that your identity can be verified, by using a security number or by speaking to a Customer Services Representative and completing security procedures. You will be asked to create a personal security number when you register for TBS (or if you lose or forget your security number). The number must be between six and ten digits long.

5.3. You can contact us on TBS by calling the applicable number set out in the table above clause 1 of these Young Savers Terms.

5.4. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

5.5. To use our Automated Service you will need a touch tone telephone and a security number. If you have a password with us, you should contact us to convert it to a security number.

5.6. Our Automated Service enables you to:

5.6.1. obtain your balance, see clause 20.6;

5.6.2. obtain details of recent transactions;

5.6.3. transfer money between certain accounts you have with us;

5.6.4. make certain types of payments; and

5.6.5. speak with a Customer Services Representative in relation to other enquiries.

5.7. Only account-holders can use the Automated Service in respect of the account (i.e. for Own Accounts only the child can use the Automated Service and for Beneficiary Accounts, only the parent(s)/legal guardian(s) can use the Automated Service). Please see clauses 1 and 19 for details about who can hold a joint account and what authority is given to us to operate joint accounts.

5.8. Your instructions

5.8.1. You can make some payments through TBS (once you have completed our security procedures) by speaking to a Customer Services 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. Alternatively, if you are using the Automated Service, you must provide the payment details using your telephone keypad.

We will repeat the payment details before asking you to confirm them by pressing a button on your telephone keypad. Your confirmation will be your agreement for us to make the payment.

5.8.2. 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.

5.9. Availability of TBS

5.9.1. TBS may be temporarily unavailable if we have to carry out routine or emergency maintenance. We will try to inform you in advance but it may not always be possible to do so.

6. Branch

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

7. Post

To instruct us to make a payment by post you must send a letter addressed to us to any of our branches. You must set out all the details we tell you we need to make the relevant payment (please see clause 3) and you must sign the letter (your signature must match the signature on your mandate with us). This will be your agreement for us to make the payment. We will make the payment once we have checked your instructions.

8. Important security information

8.1. You must use TBS and PIB in accordance with the Terms. PIB is also subject to its own terms and conditions provided to you when registering for the service.

8.2. You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details (including security numbers, passwords or other details including those which allow you to use PIB and TBS).

8.3. These precautions include but are not limited to all of the following, as applicable:

General

- never writing down your security details;
- 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 any of your security details (including for TBS and PIB) and not disclosing them to anyone, including the police and us, except your security details when registering for or resetting your TBS and PIB security details

(but even then do not disclose in full);

- keeping information about your account containing personal details (such as statements) safe and disposing of them safely. People who commit fraud use many methods, such as searching in dustbins, to obtain this type of information. You should take simple precautions such as shredding paper containing such information;
- changing your security details immediately and telling us as soon as possible in accordance with clause 8.4 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 Banking

- when you call us, we will confirm your identity using our current security procedures. We will never ask you for more than two digits of your security number. We may not be able to assist you if we are unable to identify you as our customer using our security procedures;
- when we call you, we will never ask for details of your security number or password or other security details to identify you as our customer. We will ask you questions based on information known to us about you and the transactions on your account;
- when you contact us by telephone, you should not use cordless or mobile telephones operating on an analogue network. We recommend that you use either a landline or a digital mobile telephone. We are not responsible for the security of your account if anyone else intercepts or overhears you speaking to us on the telephone;

If using a textphone

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

- keep your textphone properly operational;

Personal Internet Banking

- keep your personal computer secure by using anti-virus and spyware software and a personal firewall;
- keep your passwords and other security details secret – we will never ask you for your online banking security information in full;
- always access PIB by typing in the bank address to your web browser, never go to an internet banking site from a link in an e-mail and then enter personal details;
- never access PIB from any computer connected to a local area network (LAN) (this is usually the case

for computers you use at work) or any public internet access device or access point (e.g. at an internet café) without first making sure that no one else will be able to observe or copy your access or get access to PIB by pretending to be you;

- never record any password or other security details on any software which retains it automatically (e.g. any computer screen prompts or 'save password' feature or the line on your internet browser) unless retaining your password or security details is a specific function of a banking service provided by us;
- once you have logged on to PIB, do not leave the device from which you have accessed it or let anyone else use that device until you have logged off; and
- follow all security measures recommended by the manufacturer of the device you use to access PIB, e.g. the use of personal identification numbers for mobile telephones with internet access.

8.4. If any security details are lost or stolen, or you suspect that someone has used or tried to use them, you must tell us without delay by calling us on the applicable number set out in the table below. When lines are closed, please call without delay the applicable number for Cards and PINs issues and we will block access to your account (to re-set your relevant security details, you will need to call the usual number during opening hours). Telephone calls will be put through to our Automated Service. Textphone calls will be put through to our Customer Service Centre. To help us continually improve our services and in the interests of security we may monitor and/or record your telephone calls with us.

Issue	From the UK	From abroad
Cards and PINs	08456 007 010 (24 hours)	+44 1442 422929 (24 hours)
PIB Issues	08456 002 290 (8am to 10pm)	+44 1226 261226 (8am to 10pm)
TBS Issues – UK accounts	08457 404 404 (8am to 10pm)	+44 1226 261010 (8am to 10pm)
TBS Issues – Channel Islands/ Isle of Man accounts	08456 006 161 (8am to 10pm)	+44 1226 261010 (8am to 10pm)
Any issue – Textphone users only	08457 125 563 (24 hours)	+44 207 0882077 (24 hours)

8.5. You will find the APACS website www.cardwatch.org.uk a helpful guide on what to do if you suspect card fraud.

8.6. If asked, you must confirm in writing the loss or theft of your security details relating to PIB or TBS.

8.7. We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your passwords, security number, security details and/or accounts. 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.

9. When payments will and will not be made by us

9.1. We will make/authorise a payment from your account if you authorise it in any of the ways set out in the Young Savers Terms, and there are cleared funds in your account. There may be a delay in carrying out your instructions while fraud prevention checks take place.

9.2. When we assess whether to make/authorise payments under clause 9.1, we may consider any other payments we have made or agreed to make from your account that day, even if those other payments have not already been deducted from your account. You must take this into consideration when requesting payments.

9.3. We may refuse to make a payment (and we will not be responsible for any loss) if:

9.3.1. any of the conditions set out in the Young Savers Terms have not been met;

9.3.2. we are not reasonably satisfied the transaction or the instruction is lawful;

9.3.3. we consider that your account has been or is likely to be misused; or

9.3.4. for fraud prevention purposes (including any spending limit we set for fraud prevention purposes).

9.4. 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 21 for details about our fraud prevention measures and what we do if we suspect fraud. In all cases, if you telephone us, 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.

10. Payments from your account - authority from your parents or legal guardians

We need written authority from any of your parents or legal guardians for **any withdrawals or transfers of £50 or more** from your Own Account.

11. Foreign payments

11.1. Payments you make

11.1.1. The exchange rates we use are variable exchange rates which are changing constantly throughout the day (for example, to reflect movements in foreign exchange markets). The exchange rate we will apply to payments you make involving a currency exchange is the rate we provide or make available to you (including in our branches and on the telephone) when you request the payment. The exchange rate applied will appear on your statement.

11.1.2. If you make a payment that involves an exchange into a foreign currency, and that payment is returned to us, we will convert the returned payment back to the original currency at the HSBC exchange rate applicable when we receive the returned payment. We are not responsible for any fluctuations in the exchange rate.

11.1.3. If you cancel an instruction for a payment to be made in a currency other than sterling before we have made the payment but after we have converted the payment into the other currency, we will convert the payment back into the original currency at the HSBC exchange rate applicable when you cancel your instruction and will then add the value of the payment to your account. We are not responsible for any fluctuations in the exchange rate.

11.1.4. We will deduct charges from your account when you instruct us to make a Priority Payment, WorldPay Payment or SEPA payment. Details of the charges are in the price list that is applicable to your account.

11.1.5. For payments in an EEA currency that you instruct us to make to accounts in countries within the EEA, we will not deduct from your account charges made by agents we use, any intermediary bank and/or the recipient's bank.

11.1.6. For payments other than those described in clause 11.1.5, we will not deduct from your account charges made by agents, intermediary banks and/or the recipient's bank unless you ask us to deduct all charges from your account. This means that unless you ask us to deduct all charges from your account, agents, intermediary banks and the recipient's bank may deduct their charges from the amount of the payment.

11.2. Payments you receive

11.2.1. If you receive a payment in a different currency to the currency of your account and your correct BIC and IBAN is attached to that payment, we will convert the payment into the currency of your account at the HSBC exchange rate applicable when we receive the payment. We will then add the payment to your account.

11.2.2. We may deduct charges from your account when you receive such a payment into your account. If we do, details will be set out in the price list that applies to your account.

11.2.3. Any foreign banknotes paid into your account using an HSBC branch will be converted at the applicable HSBC Bank plc exchange rate and then added to your account.

12. Interest

12.1. You will receive interest at the rate that applies to your account. Details of our interest rates are available in our branches and online. We calculate interest on the daily cleared balance of your account. We will pay it into your account either monthly or annually, in accordance with your instructions given when you opened the account.

12.2. For bill payments (excluding faster bill payments and internal bill payments) you will receive interest on a payment until it reaches the recipient's bank. In all other cases, you will receive interest up to the time the payment is deducted from your account.

12.3. Interest (where it applies) will be calculated on payments into your account once the payment has been added to your account.

13. Charges for payments/services and for enquiries about an instruction

13.1. We may charge for some payments/services we provide at the rates set out in the price list applicable to your account. You authorise us to deduct all charges from your account when you give your instructions or, if the charge applies to payments you receive, when we add the payment to your account.

13.2. We may make a charge for any enquiries we receive in respect of each payment instruction, whether made by you or another person. We will not charge you if we have made an error. We will advise you of the charge before we start investigations on your behalf.

13.3. We may charge for any incidental expenses we incur in providing additional services to you. We will advise you of the charge before we provide the service. You authorise us to deduct these charges from your account when you give your instructions.

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

14.1. The cut-off time is the time before which on a working day (or calendar day for faster bill payments and internal transfers, which can be made on any day) a payment or a payment instruction is treated as received by us on that working day (or calendar day, as appropriate).

This means if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following working day, or for faster bill payments and internal transfers, the following calendar day. If we receive a payment (other than faster bill payments and internal transfers) or a payment instruction (other than for a faster bill payment or internal transfer) on a day that is not a working day, we will treat this as received on the next working day or, for faster bill payments and internal transfers, the following calendar day. Cut-off times vary for different types of payment and for different ways in which the payment is requested. Information about cut-off times for each type of payment is set out in the table in clause 15 and in clauses 17.3 and 18.1.2. We will receive any instructions you give us by post when we open your letter (there are no cut-off times for this).

14.2. Some types of payments have additional currency cut-off times. For these payments, you must give your instructions before the earlier of the cut-off times that apply for us to treat the instructions as received before the cut-off time. Please see the price list for information about currency cut-off times.

14.3. The maximum execution time (the time it takes for the payment to reach the recipient's bank), is set out in the table in clause 15 and in clauses 16 to 18. This starts on the working day (or calendar day for faster bill payments and internal transfers) after the day on which we receive the instruction. The day we receive your instruction for this purpose will depend on whether your payment instructions were received before or after the cut-off time.

14.4. Where you have instructed us to make a payment immediately, we will begin processing the instructions when they are received and you cannot cancel your instructions after you have given them to us.

14.5. 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 15.

14.6. After any time limits for cancellation referred to in this clause have expired, you may only cancel your instructions if we agree.

14.7. All cut-off times quoted refer to time in London, UK.

15. Internal transfers, bill payments (including faster bill payments), Electronic Fund Transfers, Priority Payments, SEPA payments, WorldPay payments and standing orders

Payment Type	How you can request a payment	General cut-off time for giving instructions to us	Maximum execution time	Payment Limit	Can you arrange a payment to be sent on a future date?
Internal Transfers	PIB TBS	11.45pm	Immediate		Yes and you can cancel the payment by PIB or TBS up to 11.45pm the day before we send the payment
Bill Payments (excluding Faster Bill Payments)	PIB TBS	8pm	<ul style="list-style-type: none"> • 2 working days • 3 working days to HSBC Bank International branch 	£10,000	Yes and you can cancel the payment by PIB, or TBS up to 11.45pm the day before we send the payment
Faster Bill Payments	PIB TBS	11.45pm	Same day	£10,000	Yes and you can cancel the payment by PIB, or TBS up to 11.45pm the day before we send the payment
Electronic Fund Transfers	TBS Branch Post	3.45pm 5pm if payment to HSBC account	Same day	£10,000 for payment by TBS	No
Priority Payments	PIB TBS Branch Post	PIB – 3.30 pm TBS – no cut-off Branch – 2pm Currency cut-off times apply	<ul style="list-style-type: none"> • Next working day (within the EEA) • Up to 4 working days (outside the EEA) but this may take longer depending on the country the money is being sent to 	£10,000 for payment by PIB and TBS Additional currency limits apply	No
SEPA Payments	PIB	PIB – 11.45pm Currency cut-off times apply	2 working days	£2,000	No
WorldPay	PIB TBS Branch	3.30pm Currency cut-off times apply	<ul style="list-style-type: none"> • 2 working days (within the EEA and in EEA currency) • Up to 6 working days (outside the EEA and/or non-EEA currency) but this may take longer depending on the country the money is being sent to 	£2,000	No

15.1. If a standing order that is made to your account is returned unpaid, the amount of the standing order will be deducted from your account before 3.30pm on the day the standing order is credited to your account. You should not spend money you receive via a standing order if you would not have enough money in your account to cover the standing order if it is later returned unpaid and deducted from your account. Standing orders sent by the faster payments system cannot be returned unpaid.

15.2. Automated Sweep Facility

15.2.1. If you ask us, we will set up an automated sweep facility (an automatic transfer on a date you specify – this date may be daily, weekly or monthly) from a sterling account you have with us (the “**originating account**”) to any other sterling UK account that you have with us in the same name, including joint accounts which you hold with someone else (the “**destination account**”). The originating account must not have any restrictions on withdrawals and the destination account must not have restrictions on deposits. Neither account may be a Cash ISA product.

15.2.2. If you hold the originating account jointly with someone else, we will accept instructions from any one of you to set up the automated sweep facility. We will accept instructions for the sweep to be made to another account in the same joint names as the originating account or to another account in the sole name of one of the parties to the joint originating account.

15.2.3. You can set: 1) a fixed amount that will be transferred from the originating account on the date you specify; 2) a maximum limit on the originating account (which must be in whole pounds) – all money above this limit on the date you specify will be automatically transferred to the destination account; 3) a minimum limit on your originating account (which must be in whole pounds) – if the originating account balance falls below this limit, no transfers will be made; 4) a minimum limit on your destination account (which must be in whole pounds) – if the destination account balance falls below this limit, an amount of money equal to that required to restore the destination account balance to the minimum limit will automatically be transferred from the originating account; or 5) a combination of options 1) to 4).

15.2.4. It is your responsibility to tell us if a sweep date you have specified is set around the date a regular payment is received into the originating account and the date this payment is received changes. We will continue to sweep funds out of the originating account on the requested date each day, week or month (as you specify) until we

hear differently from you. If you want to change your sweep date please call us on the applicable number set out in the table above clause 1 of the Young Savers Terms or change it online using PIB.

15.2.5. We will charge for some automated sweeps. Details of charges are in the price list that applies to your account.

16. Cash withdrawals

16.1. You can withdraw cash from your account over a branch counter.

16.2. For withdrawals over the counter at branches, you must provide an item of identification acceptable to us, and the withdrawal book for the account (if you have been issued with one).

16.3. We will deduct cash withdrawals made over the counter at one of our branches from your account on the same day.

17. Cash payments in

17.1. You can pay cash in over the counter at one of our branches. You must not send cash to us by post.

17.2. If you pay only cash into your account over the counter at one of our branches or we receive cash from you by personal delivery, it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

17.3. If you pay in cash using one of our paying-in machines, provided you pay in before the cut-off time displayed on the machine, it will be credited to your account and available for you to withdraw immediately after the machine is opened and we receive and check your deposit, which will be on the same working day. If the cut-off time is missed, your money will be credited to your account the next time the paying-in machine is opened, which is usually the next working day. Some paying-in machines will automatically count the money you deposit and it will be credited to your account and available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) on the same day.

17.4. If you use one paying-in slip to pay a mixture of cash and cheques into your account over the counter at one of our branches or by using one of our paying-in machines, the cash will be credited to your account, available for you to withdraw and treated as cleared for interest calculation purposes (if applicable) as described in clauses 17.2 and 17.3 (as applicable). Please see clause 18 for the treatment of cheques.

17.5. Other banks may allow you to pay in cash through their branches to your HSBC account(s). You may be charged for this service. The cash will clear through an external clearing system called BACS and will appear in the balance of your account three working days later. The cash is treated as cleared for interest calculation purposes (if applicable) two working days after it has been paid in at the other bank.

18. Cheques

18.1. Cheques you receive

18.1.1. The 'central clearing cycle' (normally three working days) is the time taken for money paid from or into your account to be deducted or added. This section applies to our normal clearing cycles for cheques drawn in sterling or in euros (other than those drawn on banks abroad) paid into branches of English, Scottish, Welsh or Northern Ireland banks in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

18.1.2. When you pay a cheque into your account you will normally have to wait three working days after the day you pay it in before you can withdraw the money unless we agree otherwise, e.g. the amount of a cheque paid in on a Monday will normally be available for withdrawal on the following Thursday. We may extend this time period if there are actual or potential credit or fraud prevention reasons to do so. When we refer to the day you pay a cheque into your account we mean the first day that we deal with and process the cheque. So if you pay in a cheque via a paying-in machine after the cut-off time displayed in our branches we will not process your cheque until the following working day.

18.1.3. The cheque amount will be included in your balance before you can withdraw the money.

18.1.4. We treat cheques as cleared for interest calculation purposes (if applicable) two working days after they have been paid in e.g. on Wednesday if paid in on a Monday. If you withdraw money which has not been cleared for interest calculation purposes (if applicable), you may be charged interest even though your account shows a credit balance. If you pay a cheque drawn on one of our branches into that branch and your account is also held with that branch, you will normally be able to withdraw the money on the next working day. The amount of the cheque is treated as cleared for interest calculation purposes (if applicable) on the day it is paid in.

18.1.5. If you pay a cheque into your account by post, you will normally have to wait three working days after the day we receive it before you can withdraw the money.

18.1.6. You may be able to pay cheques and other items drawn on branches of banks in the UK, the Channel Islands and the Isle of Man into your account through any banks in the UK, the Channel Islands and the Isle of Man. You may be charged for this service.

18.2. Cheques returned unpaid and paying in cheques

18.2.1. A cheque which you have paid into your account can be returned unpaid and if this happens the sum shown on it will be deducted from your account. A cheque can be returned unpaid after we have decided to let you withdraw the money from your account or the amount shown on the cheque has been included in your available balance (please see clause 20.6 for what this means). When a cheque is returned unpaid, it will usually happen three or four working days after the cheque has been paid into your account, but it could be later. When you pay in a cheque at a branch counter, you can ask us to specially present it to the bank it is drawn on. This means that we will ask the bank on which the cheque has been issued if the cheque will be paid. We will post the cheque to the bank it is drawn on and, upon receipt, they will confirm whether the cheque will be paid. Special presentation does not change the clearing cycle for interest calculation purposes. A charge will be deducted from your account for using the special presentation service. Please also see clause 18.1. Depending on the reason given for the cheque being returned unpaid, we will either ask for payment again from the bank of the person who issued it, or return it to you.

Please ensure that you understand what happens when a cheque is returned unpaid later as set out above. If you do not understand, please ask us to explain.

18.2.2. Clauses 18.2.3 and 18.2.4 apply to sterling cheques paid in at and drawn on branches of English, Scottish, Welsh or Northern Ireland banks.

18.2.3. If a cheque paid into your account is returned unpaid, we will not deduct the amount of the cheque from your account beyond the sixth working day after it was accepted by us unless clause 18.2.4 applies (if you pay a cheque into your account over the counter at another bank the date we accept the cheque will be when your account with us is credited with the amount of the cheque). Because we process overnight, the deduction from your account could appear up to 9am on the seventh working day. For example, if you pay a cheque into your account on Monday, your account will not be debited after 9am on Wednesday the following week (or Friday the following week for cheques paid in at other banks' counters).

18.2.4. A cheque you pay in may be returned and the amount of the cheque deducted from your account more than six working days after the date we accepted it:

- where you are, or we reasonably suspect you are, knowingly involved in a fraud concerning the cheque; or
- if you have given your express consent.

18.2.5. Clauses 18.2.2 and 18.2.4 do not apply to cheques paid in at or drawn on branches in the Channel Islands and the Isle of Man. In such a situation, a cheque could be deducted later than six working days after you have paid it into your account. Because of this we may require you to wait until we are certain that the cheque has been paid before you are able to draw against it.

18.2.6. If you want to pay in a cheque or other item that has been made payable to someone else, that person must sign it on the back. We may ask for further details before we agree to accept it. If a cheque or other item is marked on the front 'not transferable' or 'account payee', we can only accept it for the person it is made payable to. A cheque or other item made payable to joint names cannot be paid into a sole account.

18.2.7. Different procedures apply to foreign cheques. Please ask us for details.

18.3. Bank Drafts

18.3.1. If we issue you with a foreign currency bank draft and you no longer require it, you may return it to us. We will pay the sterling equivalent to your account at our exchange rate current at the time the draft is paid into your account. We do not accept any liability for any loss you may incur. You may also return a sterling bank draft if you no longer require it. We will pay the amount of your draft into your account.

18.3.2. If a foreign currency or sterling bank draft is lost or stolen we agree to notify other banks of this and agree to either provide a replacement draft or refund the amount of the draft. We may require you to sign an indemnity before we provide a replacement draft or refund the amount of the draft (this means that you agree to pay to us the value of the original draft if we subsequently have to pay it). We will deduct from your account a charge for notifying other banks that the original draft has been lost or stolen and for replacing the draft. These charges will be notified to you before we notify other banks in accordance with this clause and before we replace the draft. We will also deduct from your account any charges claimed by our agents when refunding the amount of the draft.

19. Joint accounts

19.1. Joint accounts are operated on the basis of the authority below. We do not open accounts that require authority or signature of all joint account holders to be obtained on individual transactions or instructions. However, there may be some circumstances where all signatures are required to operate the account. Please see clause 19.4 for details.

19.2. Unless this conflicts with another authority given in writing on the joint account, and until any one of you cancels this authority, you authorise us to:

- accept instructions for payment (including those given to us using TBS or PIB), or to stop such payments, signed or given by any one of you;
- deliver any item held by us in safe keeping in your joint names against the receipt of any one of you; and
- accept instructions signed or given to us by any one of you to act on behalf of you all in all other transactions with us, opening further accounts in your joint names and closing accounts in your joint names. For such purposes, instructions may be in writing or any other form we accept and may be given by any means or through any media we accept and on such terms as we may tell you.

19.3. We will accept such authority until it is cancelled by any one of you (unless otherwise agreed in writing) or treated by us as cancelled under clause 19.4.

19.4. If any one of you tells us of a dispute between any of you, we may treat this as notice of cancellation of the authority set out at clause 19.2. If we do, any further transactions will need the authority of you all and the use of additional services such as PIB may be suspended. We will need the authority of all of you to pay out any credit balance on the joint account or to close the joint account.

19.5. We may disclose to any of you any information we hold about the account(s) including historical statement information. This means that where a sole account is converted into a joint account, statement information relating to the account when it was a sole account may be made available to any of the joint account holders.

19.6. Unless clause 19.4 above applies, in the event of the death of any of you, the survivor(s) have authority to instruct us to pay them any credit balance and deliver to them any items held in safe keeping. This is subject to any rights which we or a third party may have in relation to the account.

19.7. You agree that if any one of you registers for PIB or any other banking service provided over an electronic channel which we may make available to you:

19.7.1. we may provide PIB or such other service in respect of your joint account even if not all of you have registered for PIB or such other service;

19.7.2. you will be bound by the PIB terms and/ or the terms of such other service (terms are available on request or at www.hsbc.co.uk); and

19.7.3. we may follow any instructions given to us in relation to your joint account by any one of you, even if any joint account mandate requires the authority of more than one of you. This clause overrides the mandates.

19.8. Please also see the joint account provisions in clause 18.2.6 for paying in cheques, clause 5 for using TBS, clause 20 for statements and clause 29 for ending this framework contract and closing your account.

20. Statements

20.1. We will send you paper statements on your Young Savers account every three months. However, if you have not used your account for two years or more, then we may just send you one statement a year. If you wish, you can choose to view your statements online rather than receiving any paper statements from us.

20.2. If one or more payments have been made from or to your account in any month and you would not normally receive a statement that month, you can ask us to provide you with a statement for that month in the way you usually receive statements.

20.3. If you have a joint account we will send a statement to each of you (to different addresses if you wish) unless you ask us not to.

20.4. If an incorrect entry on your account is identified we will correct it. If we do this on the same day the incorrect entry was made the details may not show on your statement.

20.5. If you ask, we will send you additional statements (including paper copies of statements sent to you electronically or copies of those previously supplied). We may charge for additional statements.

20.6. Balance information

20.6.1. We may provide you with details of:

- the balance on your account. This may include transactions that are still being processed and so may be subject to change, for example cheques that you have paid into your account and have not yet cleared.

- the available balance on your account. This includes the amount of cleared funds in your account. It is the amount you can actually withdraw from your account.

Please also refer to clauses 5.6 and 18. Your account and the transactions passing through it may be affected by a court order that is obtained, for example, against you or your account. If so, the balance may change and transactions may not be processed or may be reversed.

20.6.2. For payments into your account received through the BACS system (the person making the payment will decide whether to make the payment in this way) and standing orders into your account we will include a shortened reference identifying the payment on the statement. If you would like to see the full reference on your statement, please ask us in any branch or via TBS.

20.6.3. For bill payments out of your account and for payments processed using the faster payments service into your account, we will include a shortened reference identifying the payment on your statement. The full reference is available at any time via TBS or in any branch. We will send you a written copy of this information if you ask us to.

20.6.4. You will be able to view the following information via PIB:

- incoming standing orders and bill payments (excluding faster payments); and
- incoming electronic payments (for example, the payment of an educational maintenance allowance).

20.6.5. The items that are due to credit your account may be returned or recalled by the person making the payment and so may not be included in your statement. The fact that you have been able to see these items is not a guarantee they will be paid into or out of your account on the following working day and that they will appear on your statement.

21. Fraud prevention

21.1. We carry out certain checks on transactions on your account as part of our fraud prevention measures. We may contact you by post, telephone (including mobile phone), e-mail, mobile messaging or (if you are registered for PIB) secure e-message, to say there may be suspicious activity on your account, or we may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. In respect of payments made through TBS or PIB, if you do not reply to us, we will assume you have not authorised the transaction and it will not proceed.

21.2. 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) (particularly in the case of international transfers of funds) 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.

21.3. 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 21.2 above. In addition, we shall not be responsible to you for any loss you may incur if we, or any of our agents or correspondents are prevented from or delayed in providing you with any banking or other services due to strikes, industrial action, failure of supplies or equipment, or other causes beyond our reasonable control.

22. Responsibilities

22.1. Making payments

22.1.1. We will make payments based on the information we require you to provide us as set out in clause 3. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or it is made incorrectly. If you ask us, we will make reasonable efforts to recover an incorrect payment.

22.1.2. If you provide us with extra information to that specified by us as required, we will only be responsible for making the payment based on the information we have told you we require.

22.1.3. For payments to another bank account, we will make sure payments are sent to the recipient's bank. It is the recipient's bank's responsibility to make sure the payment is added to the bank account of the recipient.

22.1.4. If you have instructed us to make a payment, we are responsible for it being made correctly unless we can prove to you, or the recipient's bank (as appropriate), that the payment was received by the recipient's bank within the timescales for executing payments set out in the table in clause 15 and in clauses 16 to 18. Where

we can prove this, the recipient's bank will be responsible to the recipient for making available the payment and crediting the recipient's account as appropriate.

22.1.5. If a payment has been made incorrectly and we fail to prove the payment you authorised was received by the recipient's bank as required by clause 22.1.4, we will, without undue delay, refund your account with either:

- the payment; or
- in the case of an overpayment, any excess amount incorrectly deducted so you do not incur any loss,

and we will also restore your account to the position it would have been in had the incorrect payment or overpayment not been made, for example, by refunding any charges or interest as appropriate. We will not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

22.1.6. If you ask us, we will make immediate efforts to trace a payment and will tell you the outcome.

22.2. Unauthorised transactions

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

22.3. Liability for unauthorised transactions

22.3.1. Subject to clauses 22.3.2 to 22.3.5, we will be responsible for any unauthorised transactions that you tell us about in accordance with clause 22.2 (if we suspect fraud or that you have been grossly negligent, we will investigate the transaction and will only be responsible if/ when we have concluded that there has been no fraud and you have not been grossly negligent). 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.

22.3.2. You will be responsible for all losses if you act fraudulently or if you allowed another person to use your account.

22.3.3. You will be responsible for all losses arising from unauthorised transactions on your account as result of:

- you acting fraudulently;
- you intentionally or with gross negligence failing to use TBS and/or PIB 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 8.4 of the loss or theft of any security or personalised details.

22.3.4. Unless you have acted fraudulently, you will not be responsible for any losses in respect of an unauthorised transaction:

- if you have purchased goods and services via PIB or TBS;
- after you have notified us of the loss or theft of your security details in accordance with clause 8.4; or
- if we have failed to provide the facilities we describe in clause 8.4 for you to tell us if your security details have been lost or stolen.

22.3.5. We will not be responsible to you if we fail to comply with any of the Young Savers Terms:

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

22.4. Account Aggregation

If you use an account aggregation service, you may be liable for any fraud or mistakes that occur on your accounts as a result of using the service. An account aggregation service allows you to see, on one web page, details of the online accounts you hold with financial institutions. The service may be provided by a financial institution (with whom you hold an account) or through a website not owned by a financial institution.

22.5. Payments into your account

22.5.1. We can only accept responsibility for payments into your account after we have received and checked them.

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

22.5.3. 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, you have used them to make a payment, have transferred or withdrawn all or part of them.

22.6. Suspension of TBS or PIB

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

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

22.6.3. You can ask us to lift any suspension of your use of TBS or PIB by calling us.

23. Changing the Terms – general information

23.1. We may change interest rates and other Terms in accordance with this clause 23 and clauses 24 to 28.

23.2. For products or services that you have which have particular terms that are fixed, please see the Additional Conditions for information on the circumstances in which we may make changes to those terms. If there is a conflict between this clause 23 or clauses 24 to 28 and those Additional Conditions, the Additional Conditions will apply.

23.3. When we tell you about a change personally, we may do this by post, e-mail, secure e-message, a message on your statement, or in any other way that will be sent to you individually.

23.4. When we give you notice of a change of interest rates in the national press, the notice will be published in three national newspapers, which will usually be the Daily Mirror, the Daily Mail and the Daily Telegraph. So that you can compare rates, our newspaper notices will show the old and new interest rates.

23.5. Information about our current interest rates is available on our website, by telephoning us and by asking a member of staff at any of our branches. When we change the interest rates on your account, we will update this information within three working days. The old rates will also be available to help you compare rates.

24. Changing interest rates that apply to money you have with us in your account

24.1. We may change interest rates applied to money you have with us in your account in the following ways:

24.1.1. if the change is favourable to you, by, within 30 days of the change, telling you about it personally or putting notices in the national press or on our Rates and Charges Notices in our branches; and

24.1.2. if the change is not favourable to you, by telling you about it personally or putting notices on our Rates and Charges Notices in our branches or in the national press at least two months in advance of making the change.

25. Other changes to the Terms

25.1. We may make changes to any charges in the price list, including changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.

25.2. We may make any other changes to the Terms, including changes to the basis on which we charge for operating/providing product(s)/service(s), by giving you at least two months' advance personal notice.

26. Reasons for making changes

We may make any change to the Terms under clauses 23 to 25 for all or any of the reasons set out in this clause 26 that apply.

- If the change is favourable to you.
- Following, or in anticipation of, and to reflect a change in relevant law or regulation or to reflect a change in industry guidance or code of practice or good banking practice.
- To reflect the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
- To reflect 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 reflect 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 reflect 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 (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).

- To reflect 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 reflect 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 reflect 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.

27. Other reasons for making changes to the Terms

We may also make a change to the Terms under clauses 23 to 25 for any other valid reason that applies and that is not described in clause 26. We will always give you personal notice of any such change.

28. What you can do when we tell you about a change

28.1. When we give you advance notice of a change we intend to make in accordance with clauses 23 to 25, before the change takes effect, you may end this contract and close your account in accordance with clause 29. There will be no charge for this. If you do not tell us that you want to end this contract, and if we do not hear from you as described in clause 28.2 before the date each change is to take effect, then you will be deemed to have accepted the change and it will take effect automatically.

28.2. If you do not accept a change made under clauses 23 to 27, then you must tell us before the change takes effect and we will treat this as notice from you to end this contract and close your account immediately in accordance with clause 29. There will be no charge for this.

29. Ending this contract and closing your account

29.1. You can end this contract and close your account with us at any time, by writing or telephoning us, by going into your local branch or via PIB (you can only use PIB if you have two or more accounts with us (including any first direct accounts) and the balance on your account is being transferred to another account with us). There is no charge for this.

29.2. In relation to joint accounts, any of you may request closure. We will usually accept instructions from any of you for the redirection

of balances but it may sometimes be necessary to obtain authorisation from all of you, e.g. if we are aware of a dispute between you (see clause 19.4).

29.3. For Own Accounts, when you reach 11 years old we will automatically convert your Young Savers account to a MySavings account and we will also open a MyAccount (our youth current account) for you. The MySavings account and MyAccount come as a package for 11-17 year olds and so you must have both accounts. We will write to you at least two months before you are 11 giving you all the details of your new accounts. We will also write to your parents/ legal guardians who live at your postal address informing them that we will shortly be converting your Young Savers account and opening a new MyAccount for you and we will provide them with information about this. If you or any of your parents/legal guardians do not want you to have a MyAccount and MySavings account, you can ask us not to convert your Youth Savers account to a MySavings account and not to open a MyAccount and we will repay any credit balance to you and close your Youth Savers account immediately. There will be no charge for this.

29.4. For Beneficiary Accounts, we will write to you when the child who benefits from the account reaches the age of 11 offering you the option to transfer the account to our My Savings account and to open a MyAccount (both of these accounts will be in the child's name), or alternatively to transfer the Young Savers account to a High Interest Savings Account (this will be in your name). The Young Savers account will only be transferred if we receive your (or all of your, if it is a joint account) consent.

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

29.5.1. if you have significantly broken any of the Terms;

29.5.2. 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;

29.5.3. if there has been or we suspect there has been suspicious activity on your account;

29.5.4. if we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your account; or

29.5.5. if you have not satisfied any anti-money laundering requirements.

29.6. We will give you notice in writing immediately after your account has been closed under clause 29.5.

29.7. We may end this contract and close your account for any other reason by giving you at least

two months' written notice.

29.8. You must repay any money owed to us before we close your account.

29.9. When we close your account we will repay any credit balance to you.

29.10. In the event of your death, we may require a grant of representation issued by the authorities where your account is based (including in the Channel Islands or the Isle of Man) before releasing any monies in your account to your personal representatives.

30. General

30.1. Cancellation of your account

30.1.1. For 14 days after we open your account, you have the right to cancel your contract with us by closing your account. We will give you all your money back together with any interest it has earned. If you want us to we will help you switch accounts.

30.1.2. For applications by telephone, the 14 day period will start from the date you receive the Young Savers Terms in the post. You can tell us you want to close your account by writing to us at PO Box 757, Hemel Hempstead, HP2 4SS, or via PIB. We will ignore any additional charges and any notice period that applies to your account.

30.2. Borrowing on your account

You must not borrow from us on your Young Savers account.

30.3. Sharing information with your parents/ legal guardians

For Own Accounts we may when we wish, disclose information about your accounts to any of your parents or legal guardians. If any of your parents or legal guardians asks us about your account in writing or at one of our branches, we may also provide them with such information as we consider reasonable to enable them to be satisfied that the account has been operated in your best interests. We will write to your parents or legal guardians who live at your postal address to confirm we have opened a Young Savers account for you.

30.4. Tax on credit interest

30.4.1. We will pay you interest after deduction of tax at the basic rate of income tax. If you are a higher rate tax payer you may have to pay higher rate income tax on your interest. However, if you are resident and ordinarily resident in the UK you will receive interest gross (without deduction of tax), if you are eligible and provide us with a completed form headed R85 or, if appropriate, complete the appropriate R85 form online within PIB.

30.4.2. If an R85 form is completed for a Beneficiary Account held by you, on behalf of a

child whilst they are under 16, once they become 16, interest will be paid after the deduction of tax. A new account will need to be opened in their name and a new form R85 completed by them, to re-register for gross interest with an R85.

30.4.3. In the UK, if we pay interest with tax deducted in the current tax year before we process the completed form R85, the tax will be refunded directly to the account from either the beginning of the tax year i.e. 6 April or when the last section 975 certificate of tax deducted was issued, whichever is the later.

30.4.4. If you ask us to divert interest payments from a particular account to another account either in your name or another person's name, then we will deduct the applicable rate of tax (if any) relevant to the account on which the interest arises before the interest is diverted.

30.4.5. In respect of accounts held at branches in Jersey, Guernsey and the Isle of Man only, all interest is paid gross except to residents of the European Union. We will pay you interest after deduction of retention tax at the applicable rate if our records show that you are or have been resident in an EU member state.

Please advise us in writing if you would prefer us to pay you interest gross and report certain details about you, your account and interest that has accrued to the relevant tax authority in Jersey, Guernsey or the Isle of Man depending on where your account(s) are held. They in turn will pass this information to the tax authorities in the EU country where you reside.

We will not pay interest subject to the deduction of a tax called retention tax if you provide us with a tax certificate drawn up in your name from the appropriate tax authority in the EU member state where you reside.

30.5. Contacting you

30.5.1. We may use any contact details you have provided to us, including your postal address, telephone number(s) (including your mobile telephone number) and e-mail address to contact you for service or operational reasons. These include telling you about changes to the Terms, including interest rates, that apply to your account(s) and generally communicating with you about the day-to-day running of your account(s), products and services. If you are registered for PIB you agree that we may also contact you using our secure e-message service within PIB for these purposes. You must make sure that the contact details you provide are accurate and that you notify us promptly of any changes. Remember, communications may contain confidential information and if anyone else has

access to your e-mail inbox or mobile telephone messages for example, they may be able to see this. If you would prefer that we do not contact you for service or operational reasons by e-mail, mobile message or secure e-message please let us know.

30.5.2. Whilst we will try to use your preferred channels wherever possible, you may continue to receive important service messages via any of these channels, for example, when we need to contact you urgently.

30.5.3. Where we hold alternative address(es) for you, we may send mail to your home address if it is returned from, or you do not respond to, mail sent to your correspondence address.

30.5.4. We will mark your account as dormant if it has been inactive for at least one year to protect both you and us. If you ask us, we will tell you how you can access your account either directly or via the British Bankers' Association, the Building Societies Association or National Savings and Investments dormant account scheme. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate).

30.6. Changing our banking hours and practice

We may change our banking hours, banking practices, availability of branches and similar matters by giving you notice in our branches or in the national press or by post (which includes statement messages and secure e-messages). If we plan to close or move your branch, we will give you at least twelve weeks' notice by post. We will tell you how we will continue to provide banking services to you.

30.7. 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 being applied.

30.8. Transferring rights and obligations

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations but only to someone we reasonably consider capable of performing them 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.

30.9. Not enforcing the Terms

We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application of these terms later on.

30.10. Your statutory rights

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

30.11. Governing law and language

30.11.1. For accounts held in the UK, the Terms are governed by the laws of England and Wales as are our dealings with you until the time your account is opened. For accounts held in the Channel Islands and Isle of Man, the local law of the island where your accounts are held will apply. Alderney and Sark are governed by the laws of the Bailiwick of Guernsey. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales, or the Isle of Man, Jersey or Guernsey as appropriate.

30.11.2. The Terms are in English and all communications we send to you will be in English.

31. Your Information

This section explains how we will use your data once you have applied for your account.

31.1. Confidentiality

Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group), other than where:

- we are legally required to disclose,
- we have a public duty to disclose,
- our interests require disclosure,
- the disclosure is made with your consent,
- set out in the terms below.

31.2. Data Sharing

31.2.1. The HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group for credit assessment, customer service, market research, and administrative purposes. This may include information provided by you, or someone acting on your behalf. Where appropriate (for

example if you have relationships with other HSBC Group companies in other countries), this information may be shared with HSBC Group companies outside the UK.

31.2.2. We may use other HSBC Group companies and/or third parties to provide services on our behalf which may include the processing of information about you. Whether it is processed in the UK or overseas in accordance with data protection legislation your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to.

31.2.3. Information may also be processed for the purposes of complying with applicable laws, including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

31.3. Information about Products, Services and Promotions

With your permission, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group, to give you information about products, services and promotions available from HSBC Group companies and those of selected third parties which may interest you by telephone, post, electronic and other means.

We will ask you whether you are happy for us to contact you about such products, services and promotions when you open an account. If you change your mind at any time please let us know.

The HSBC Group may also exchange, analyse and use relevant information about you in the way described above to ensure that promotional content displayed to you on screen when you log onto HSBC Group websites is more likely to be relevant and of interest. If you do not want us to use what we know about you to decide what we display to you on our websites please let us know.

31.4. Miscellaneous

31.4.1. Under data protection legislation, you can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

31.4.2. To ensure that we carry out your instructions accurately, to help us to improve our service and in the interests of security, we may monitor and/or record your communications with us. Any recordings remain our sole property.

31.4.3. We may make and retain copies of passports, driving licences or other identification evidence that you provide.

The following applies to parent/legal guardian when applicant is under 16

31.5. Credit Reference Agencies

We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account, using information from the Electoral Register and other public sources.

31.6. Crime Prevention

31.6.1. To prevent crime, verify your identity, recover debt and to meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and where appropriate, with credit reference and fraud prevention agencies, law enforcement, debt recovery agencies and other organisations including other lenders.

31.6.2. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

31.6.3. Further details explaining how information held by CRAs and fraud prevention agencies may be used is set out in a leaflet entitled 'Credit Scoring, Credit Reference and Fraud Prevention Agencies' available on our website www.hsbc.co.uk or can be requested from branches or by phoning freephone number 0800 587 7008 (textphone 08457 125 563). Please call this number if you require details of the CRAs and fraud prevention agencies we use. Lines are open 9am to 5pm Monday to Friday.

31.6.4. We will obtain your written consent before providing a banker's reference about you. However, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes, we will provide this information.

General Information

HSBC Bank plc is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £50,000 of a depositor's total deposits with the bank. Most depositors, including individuals and small firms, are covered. More information can be found at the Financial Services Compensation Scheme website www.fscs.org.uk or by calling them on 020 7892 7300.

HSBC Bank plc is incorporated in England and Wales and is established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is regulated by the Financial Services Authority and is registered in the Financial Services Authority Register with the registration number 114216. In the UK, HSBC Bank plc is also licensed by the Office of Fair Trading to carry on a consumer credit business, licence number 6343. HSBC Bank plc's registered VAT number is GB365684514 and its company register number is 14259.

Channel Islands and the Isle of Man - We are required by law to advise you that deposits made with our offices in the Channel Islands and Isle of Man are not covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Deposits made with our offices in the Isle of Man are protected by the Depositors Compensation Scheme contained in the Isle of Man Banking Business (Compensation of Depositors) Regulations 1991. Details are available at our branches in the Isle of Man. In Jersey, HSBC Bank plc is regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Business Banking (Jersey) Law 1991 and for General Insurance Mediation and Investment Business. In Guernsey, HSBC Bank plc is licensed by the Guernsey Financial Services Commission for Banking, Insurance, Collective Investment Schemes & Investment Business. In the Isle of Man, HSBC Bank plc is licensed by the Isle of Man Financial Supervision Commission for Banking and Investment Business.

How to Complain

If we do not deliver the standard of service you expect, or if you think we have made a mistake, please let us know. We will then investigate the situation and, if necessary, set about putting matters right as quickly as possible. In addition we will take steps, where appropriate, to prevent a recurrence. Please allow your branch manager or the manager of the department concerned the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied and would like further information about our process for resolving complaints, please ask us for our explanatory leaflet *Listening to Your Comments*. You may be able to refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. For accounts held in the Channel Islands or the Isle of Man you may be entitled to refer your complaint to the Financial Services Commission in Jersey or Guernsey and the Financial Services Ombudsman Scheme in the Isle of Man.

hsbc.co.uk

Issued by HSBC Bank plc.

We are a principal member of the HSBC Group, one of the world's largest banking and financial services organisations with around 8,500 offices in 86 countries and territories.

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