
SUPPLEMENTAL TERMS TO GENERAL TERMS OF BUSINESS

1. Scope

- 1.1 These Supplemental terms to the General Terms of Business (the “Additional Terms”) supplement the terms set out in the Bank of Scotland General Terms of Business (the “General Terms”) in respect to the Financial Markets Call, Notice and Term Deposits.
- 1.2 Any defined terms in the General Terms will have the same meaning in these Additional Terms unless stated otherwise. In the case of any conflict between the General Terms and these Additional Terms then these Additional Terms shall prevail.
- 1.3 Summary details of certain terms and conditions applicable to a fixed term deposit or a deposit account (each a “Deposit Account”) governed by these Additional Terms will be provided to you in a written product description. You may have more than one Deposit Account with us.

2. Details of the payment services

- 2.1 The only payments that we will make in respect of a Deposit Account are transfers of funds (“Credit Transfers”) between a Deposit Account and another account held by you.
- 2.2 To make a Credit Transfer you, or your authorised representative, must give us a payment instruction (“Payment Instruction”) that includes the following:
 - (a) full name and bank account details of the account to be debited;
 - (b) full name and bank account details of the account to be credited; and
 - (c) any further information we may request from you at the time you give your Payment Instruction.It is your responsibility to ensure that information you provide to us is accurate and complete. The information may be provided orally or in writing.
- 2.3 Subject to Clause 2.4 below, we will carry out a Credit Transfer by the end of the business day on which we receive the relevant Payment Instruction.
- 2.4 If a Payment Instruction is received on or after the local cut-off time for the currency of the Credit Transfer then the Credit Transfer may be carried out on the next business day. The local cut-off time for Sterling payments is 15:00 (London time). For other currencies this cut-off time may vary, (details available on request).
- 2.5 Where applicable, at maturity of the Deposit Account the balance will be repaid to an account nominated by you at the time of opening the Deposit Account, or will be held by us on your behalf pending your further instructions.

3. Instructions

- 3.1 In the case of a Deposit Account in the name of two or more clients, we may accept instructions from any one client. A Payment Instruction may not, without our express agreement, be withdrawn or revoked after it has been received by us and acted upon.

3.2 If a Payment Instruction is received on a day other than a business day it will be deemed to have been received on the next business day.

4. Interest rates

4.1 We will notify you of the interest rate applicable to your Deposit Account in the confirmation and otherwise as described in the product description. The interest rate stated in the confirmation is a gross annual interest rate, without reference to any deduction or withholding we may be obliged to make by law.

5. Transmission of information

5.1 You may contact us by writing to us at Bank of Scotland Client & Sales Support, Faryners House, 25 Monument Street, London EC3R 8BQ.

5.2 Where we provide you with a monthly statement for a particular Deposit Account it shall set out details of all Credit Transfers to that Deposit Account including the date they were made, the account balance and charges, if any. These statements may also be used to provide you with other information relevant to a Deposit Account.

5.3 If you require a further copy of the General Terms, this Addendum or any one or more product descriptions please contact us and we will provide this without charge.

6. Refusing or failing to carry out Credit Transfers

6.1 We may refuse to carry out any Credit Transfer on your Deposit Account if: (a) there are insufficient funds available in your Deposit Account to fund the Credit Transfer; (b) there is any dispute over your entitlement to the funds in your Deposit Account; or (c) any of the terms applicable to the Deposit Account has not been complied with; or (d) it would be unlawful or in contravention of any applicable regulations for us to do so.

6.2 We will not be responsible to you for any failure to carry out a Credit Transfer where such failure on our part was due to unavoidable, abnormal or unforeseen circumstances or any other matter beyond our control.

7. Refunds

7.1 Where you give us a Payment Instruction, we will carry out that Payment Instruction in accordance with the provisions of these Additional Terms. If we fail to comply with your Payment Instruction or make a mistake in respect of your Deposit Account, we will re-instate your Deposit Account to the position it would have been in had the Payment Instruction been complied with or the mistake not made. We will not be accountable if it is established that we have complied with your Payment Instruction.

7.2 You must notify us (either by contacting your relationship manager or by telephoning us on number 020 7158 6458 or by writing to us at Bank of Scotland Client & Sales Support, Faryners House, 25 Monument Street, London EC3R 8BQ) without undue delay if you become aware of any unauthorised or incorrectly executed Credit Transfers.

8. Changes to this Additional Terms

8.1 We may vary these Additional Terms by giving you at least 30 days' written notice of the proposed changes, unless we have notified you otherwise in a written product description. If you object to the proposed changes you must notify us, otherwise the variation will be deemed to take effect after the expiration of the 30 days notice.

9. Termination

9.1 These Additional Terms will continue to apply until your Deposit Account is closed in accordance with the terms and conditions contained in the relevant product description.