

## **EBS FIXED ACCOUNTS TERMS AND CONDITIONS**

### **Conditions**

1. These Conditions apply to the operation of the EBS Fixed Account. Capitalised terms used in these Conditions are defined at the end of this document in the “Definitions” section.
2. Additional terms and conditions apply in relation to viewing EBS Fixed Account online. These are set out in Your Account Online Conditions.

### **Account Opening**

3. No more than 4 persons may jointly hold an EBS Fixed Account. We reserve the right not to open an account.
4. The balance of your EBS Fixed Account (or aggregate balance if you hold more than one EBS Fixed Account) cannot exceed €500,000. We may refuse to accept any lodgement to your EBS Fixed Account(s) which will exceed this limit.
5. Proof of identity and address satisfactory to us is required to hold an EBS Fixed Account. Until you satisfy our requirements in this regard, withdrawals or lodgements may be prohibited.

### **Lodgements**

6. Cash and Non Cash Items, which are Euro denominated, may be lodged to an EBS Fixed Account and shall be credited to the account immediately.
7. Non Cash Items are subject to examination, verification and funds clearance. It normally takes six Working Days from the date of lodgement to clear cheques and bank drafts unless they are drawn on a non-Irish financial institution, in which case they will take longer to clear and additional terms will apply including charges.
8. If a Non Cash Item lodged to an EBS Fixed Account is returned unpaid or recalled by the paying bank, we will debit the EBS Fixed Account with:
  - 8.1 the amount of that item;
  - 8.2 any interest we have paid on it; and
  - 8.3 a charge of €4.44 where that Non Cash Item is a cheque lodged to your EBS Fixed Account and returned “unpaid” due to the cheque failing to clear.
9. Your authorisation and consent to a lodgement is evidenced by accepting the lodgement receipt.

### **Interest**

10. Interest on the EBS Fixed Account will be at a fixed rate during each Term and can be greater than 0% per annum or 0% per annum. You will be advised of the rate on account opening. This interest rate will apply unless we notify you otherwise in the manner set out in Clause 35.
11. Interest will be accrued on a daily basis on credit balances with Deposit Interest Retention Tax being deducted where applicable. Interest will be credited at the end of the Term, if applicable.

## **Withdrawals**

12. Withdrawals may be made from an EBS Fixed Account over-the-counter at certain EBS offices in cash or by EBS Cheque.
13. The maximum aggregate amount that may be withdrawn from an EBS Fixed Account in one day over-the-counter in cash is €1,300, unless alternative arrangements have been made at an EBS Office.
14. It shall be deemed conclusive evidence of your authorisation and consent to a withdrawal when you sign the Withdrawal Request.
15. An EBS Cheque may be cancelled if the original EBS Cheque is returned to an EBS office (however the amount of the EBS Cheque will not be re-credited to your EBS Fixed Account until you comply with our procedures in this regard). No other Withdrawal Request may be cancelled.
16. No standing order, direct debit, ATM or passbook facilities will operate on the EBS Fixed Account for the purposes of withdrawals.
17. The EBS Fixed Account must operate in credit and there must be sufficient cleared funds (i.e. where payment has been irrevocably received by us) in the EBS Fixed Account to meet any Withdrawal Request and any applicable interest, fees, charges or other items chargeable to the debit of the EBS Fixed Account. We may refuse any Withdrawal Request against uncleared funds or where you have not authorised or consented to the withdrawal in accordance with these Conditions and our procedures.
18. We can debit an EBS Fixed Account to cover:
  - 18.1 any amount which is owed to us on an EBS Fixed Account including, but not limited to, any applicable fees and charges;
  - 18.2 each Non Cash Item which is paid into an EBS Fixed Account but later returned to us unpaid or is recalled by the paying bank, together with any interest we may have paid you on that Non Cash Item; and
  - 18.3 any loss, damage, cost or expense we suffer in connection with an EBS Fixed Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the EBS Fixed Account).
19. There are no transaction charges or maintenance fees on the EBS Fixed Account except as detailed in condition 18.

## **Joint Accounts**

20. If an EBS Fixed Account is held in joint names:
  - 20.1 each of you will be jointly and severally liable for any amount which is owed to us in respect of the EBS Fixed Account;
  - 20.2 all instructions issued and all acts done by one accountholder will be deemed to be instructions and acts of all accountholders;
  - 20.3 in order to remove one accountholder from an EBS Fixed Account, to change the account address or to close an EBS Fixed Account, all accountholders must sign the relevant instruction; and
  - 20.4 on the death of one accountholder, the rights and/or liabilities in respect of the EBS Fixed Account will become vested in the surviving accountholder(s) subject to receipt by us of the appropriate legal and/or tax clearance.

21. The Withdrawal Request in respect of a withdrawal must be signed by all of the accountholders, even if the mandate on the EBS Fixed Account provides that any one accountholder may transact on the EBS Fixed Account.
22. If we have reason to believe that there is a dispute between joint accountholders we may, but without being obliged to do so, place a block on the EBS Fixed Account until we receive new instructions on the operation of the EBS Fixed Account from all accountholders.

### **Data Protection**

23. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, see our data protection notice in our offices and online. It may change from time to time.

### **Statements and Queries**

24. You should review any statement received from us and if you believe there is an error on an EBS Fixed Account, you should contact us in accordance with condition 33.2 between 9:00AM and 5:30PM on Working Days on the first Working Day after you receive the statement.
25. If we do not deal with your query to your satisfaction, you may request our Terms of Service leaflet which contains details of our complaints procedure and the services provided by the Financial Services Ombudsman.

### **Closure of an EBS Fixed Account**

26. You may close your account at any time.
27. We may close an EBS Fixed Account by giving you reasonable prior written notice. Normally the notice will be at least one month, but if there are exceptional circumstances, for example evidence of fraud or other illegal activity, we can close an EBS Fixed Account immediately. We will tell you as soon as possible if we do this unless we are prevented from telling you by operation of law.
28. If we close an EBS Fixed Account
  - 28.1 we can still debit the EBS Fixed Account under condition 18 to cover any Withdrawal Request; and
  - 28.2 you will still have to pay back any overdrawn amount, interest or amounts which you owe us on the EBS Fixed Account.
29. We may also close an EBS Fixed Account if we become aware of the death of any of the accountholders.

### **Deactivation of an EBS Fixed Account**

30. If we believe that we have lost touch with you, for example, if letters addressed to the Registered Address are returned undelivered, and money has not been paid into or taken out of an EBS Fixed Account for at least 3 years, we can treat an EBS Fixed Account as inactive, which means that there will be no further activity on the EBS Fixed Account until we hear from you.
31. If we treat an EBS Fixed Account as inactive under condition 30, we will treat the EBS Fixed Account as active again (reactivated) if:
  - 31.1 you provide us with satisfactory evidence of identity and address and complete the required documentation; or
  - 31.2 we think it is reasonable to reactivate it.

32. If we reactivate an EBS Fixed Account, we will make any money in the EBS Fixed Account available, together with any interest which the money may have earned if the EBS Fixed Account had not been treated as inactive. If applicable, this interest will be taxable in the tax year in which it is paid even if it has been earned in an earlier tax year. This could affect your tax position.

### **Contacting us**

33. 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 online [www.ebs.ie](http://www.ebs.ie).
  - 33.1 in person by visiting any EBS office. A full list of EBS offices is available on our website at [www.ebs.ie](http://www.ebs.ie);
  - 33.2 by telephoning us from within Ireland during Working Hours on 0818 654 322; or
  - 33.3 by writing to us at EBS d.a.c., The EBS Building, 2 Burlington Road, Dublin 4.
34. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

### **General**

35. We may remove, change or add to any of these Conditions at any time. In that event, we will provide at least 30 days' notice in writing or, if this is not possible, we will place an advertisement in at least 2 national daily newspapers describing the change. If you do not accept such changes, you have the option to close your EBS Fixed Account. If you do not close your EBS Fixed Account, you will be deemed to have accepted any such changes.
36. We may, without notice to you, set off any credit or debit balance in your EBS Fixed Account against any credit or debit balance on any other account you may hold with us, including any mortgage account.
37. If an incorrect amount is debited or credited to an EBS Fixed Account we may correct the entry, including debiting or crediting the EBS Fixed Account, without notice to you.
38. We will not be liable to you for any loss which may be suffered if, by reason of any causes beyond our control (including, but not limited to, strikes, industrial action or the failure of equipment or power supplies), we cannot provide services generally, or any particular service to you.
39. No delay, omission or forbearance on the part of EBS in exercising any right under these Conditions shall operate to or be construed or interpreted as operating to impair or waive such right.
40. In the event that any provision of these Conditions becomes unenforceable or unlawful, such provision will not affect the remaining provisions which will continue to be binding.
41. These Conditions are in the English language and shall be construed according to the laws of the Republic of Ireland. All communications with you will be in English. You will receive a copy of these Conditions on opening an EBS Fixed Account and you may request a further copy at any time.

## Definitions

**Conditions** means these terms and conditions from time to time applicable to the operation of EBS Fixed Account.

**EBS, us and we** means EBS d.a.c., a designated activity company registered in Ireland under registration number 500748, and includes our successors and assigns. Registered Office at The EBS Building, 2 Burlington Road, Dublin 4. Our website is at [www.ebs.ie](http://www.ebs.ie). EBS is regulated by the Central Bank of Ireland, whose address is PO Box No. 559, Dublin 1.

**EBS Cheque** means a cheque drawn on an account in the name of EBS made payable to the accountholder or such other person as may be designated in the relevant Withdrawal Request signed by the accountholder.

**EBS Fixed Accounts** means the euro-denominated EBS Fixed Account.

**Maturity Date** means the last day of a one week fixed Term.

**Non Cash Items** means cheques, money transfer orders standing orders, electronic transfers and other funds lodged to the EBS Fixed Account.

**Registered Address** means the address of the first named accountholder on the EBS Fixed Account.

**Term** means the initial one week period from the date of deposit of the initial lodgement to the initial Maturity Date and any subsequent week to each Maturity Date after that.

**Withdrawal Request** means any withdrawal order, transfer instruction or other instruction in writing to take money from an EBS Fixed Account.

**Working Day** means a day on which EBS is open for general banking business in the Republic of Ireland, excluding Saturdays.

**you** or **accountholder** means the party who opens an EBS Fixed Account including his/her legal representatives.

**Your Account Online Conditions** means the terms and conditions applicable to viewing EBS Fixed Accounts online.