

**EBS**  
The EBS Building  
2 Burlington Road  
Dublin 4

**Telephone**  
  
1850 654 321

**Facsimile**  
  
01 874 7416

**Web**  
www.ebs.ie  
**Email**  
info@mail.ebs.ie



## **EBS Family Savings Account**

### **TERMS AND CONDITIONS**

#### **Conditions**

1. These Conditions apply to the operation of the EBS Family Savings Account (the "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 and transacting on the Account online. These are set out in Your Account Online Conditions.

#### **Account Opening**

3. The Account may be opened by any person who is over 18 years of age and intends to use this account for personal purposes. The Account cannot be operated for business purposes for a club, charity, trust, partnership, association or company. At our discretion, we may also make the Account available to other types of customer.
4. There is a limit of one Account per person, although a person may in addition be second-named on the Account.
5. The minimum opening balance on the Account is €0.01 and the maximum opening balance is €1,000.

#### **Lodgements**

6. Subject to condition 9, cash and Non Cash Items may be lodged to the Account.
7. Non Cash Items are subject to examination, verification and funds clearance. We will credit Non Cash Items to your Account on the same day as we receive cleared funds, unless it is after 3:30 pm on a Working Day, in which case your Account will be credited on the next Working Day. 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. You may make one lodgement by Standing Order each calendar month to the Account in the minimum amount of €100 and maximum amount of €1,000.
9. Prior to the First Anniversary, the only lodgements permitted to the Account are on account opening (comprising cash and Non Cash Items) and the monthly standing order lodgements referred to in condition 8. Thereafter, in each subsequent Term, an aggregate amount of €50,000 may be lodged to the Account (comprising cash and Non Cash Items), in addition to the monthly standing order lodgements.

#### **Credit Interest**

10. Interest on the Account will be at a fixed rate during each Term. You will be advised of the rate by way of Confirmation Letter on account opening and following the commencement of each subsequent Term.
11. Interest will be accrued on a daily basis on credit balances and will be credited at the end of each Term. Deposit Interest Retention Tax will be deducted from interest where applicable.

#### **Withdrawals**

12. One withdrawal may be made from the Account during each Term. In addition a Discretionary Withdrawal may be granted in accordance with condition 13, and a withdrawal may also be made in accordance with condition 15.
13. At the sole discretion of EBS, from time to time we may permit a full or partial withdrawal from the Account subject to condition 22 and subject to the deduction by EBS of an amount equal to 60 days interest on the amount to be withdrawn, provided that there shall be no deduction from the capital investment.
14. If within 15 days of account opening you advise us that you want to withdraw all or part of your savings, the restrictions on withdrawals shall not apply. However, you will not be entitled to any interest that may have accrued on the amount withdrawn.

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## **EBS Family Savings Account**

### **TERMS AND CONDITIONS**

#### **Withdrawals Continued**

15. If you do not confirm your intentions with regard to the Account prior to each Maturity date, these Conditions will continue to apply to your savings for a further 12 month period, except that we will apply the then prevailing interest rate. If that happens and within 15 days of the relevant Maturity Date you advise us that you want to withdraw all or part of your savings, the restrictions on withdrawals shall not apply. However, you will not be entitled to any interest that may have accrued since the relevant Maturity Date on the amount withdrawn.
16. Your authorisation and consent to a withdrawal is evidenced by you signing the Withdrawal Request. Such withdrawal may be made in cash or by EBS Cheque at any EBS office. No standing order, direct debit, ATM or passbook facilities will operate on the Account for the purposes of withdrawals.
17. EBS Cheques remain the property of EBS at all times. EBS Cheques may only be cancelled if the original EBS Cheque is returned to an EBS office.
18. The Account must operate in credit and there must be sufficient cleared funds (i.e. where payment has been irrevocably received by us) in the Account to meet any Withdrawal Request and any interest, fees charges, commissions or other items chargeable to the debit of the Account. We may refuse any Withdrawal Request against uncleared funds where you have not authorised or consented to the withdrawal in accordance with these Conditions and our procedures.
19. We can debit the Account to cover:
  - 19.1. each Non Cash Item which is paid into the 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;
  - 19.2. any amount which is owed to us on the Account; and
  - 19.3. any loss, damage, cost or expense we suffer in connection with the Account (and you will be liable to indemnify us for such losses, damages, costs or expenses if there are insufficient funds in the Account).
20. There are no transaction charges or maintenance fees on the Account except as detailed in condition 19.

#### **Joint Accounts**

21. If the Account is held in joint names, accountholders will be authorised to operate the Account in accordance with the instructions on the mandate form but each of you will be jointly and severally liable for any money due to us in respect of the Account. All instructions issued and all acts done by any person authorised to operate the Account will be deemed to be instructions and acts of all accountholders. No more than 4 persons may jointly hold the Account.
22. The Withdrawal Request in respect of a Discretionary Withdrawal must be signed by all of the accountholders, even if the mandate on the Account provides that any one accountholder may transact on the Account.
23. If one of you dies, the rights and/or liabilities of the Account will become vested in the surviving accountholder(s) subject to receipt by us of the appropriate legal and/or tax clearance.
24. 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 Account until we receive new instructions on the operation of the Account from all accountholders.

#### **Data Protection**

25. 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.

#### **Confirmation, Statements and Queries**

26. Statements for the Account will be issued at least annually and will contain details of all lodgements and withdrawals on the Account for the relevant period of the statement. You may also at any time request details of any transactions on your Account by contacting us.
27. You should review any Confirmation Letters and statements received from us and if you believe there is an error on the Account, you should notify us within 24 hours of receiving the Confirmation Letter/statement.

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## **EBS Family Savings Account**

### **TERMS AND CONDITIONS**

#### **Confirmation, Statements and Queries Continued**

28. 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 Account**

29. We may close the Account by giving you reasonable prior written notice. Normally the notice will be at least 30 days, but if there are exceptional circumstances, for example evidence of fraud or other illegal activity, we can close the 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.
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 the Account for at least 3 years, we can treat the Account as inactive, which means that there will be no further activity on the Account until we hear from you.
31. If we treat the Account as inactive under condition 30, we will treat the Account as active again (reactivated) if:
- 31.1. you contact us and complete the required documentation; or
- 31.2. we think it is reasonable to reactivate it.
32. If we reactivate the Account, we will make any money in the Account available, together with any interest which the money would have earned if the 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.
33. If we close the Account:
- 33.1. we can still debit the Account, under condition 19, or to cover any Withdrawal Request; and
- 33.2. you will still have to pay back any overdrawn amount, interest, fees or charges which you owe us on the Account.
34. You may close the Account at the end of the Term, by notifying us prior to, or no later than 15 days after, the relevant Maturity Date. You may not close the Account during the Term.
35. We may also close the Account if we become aware of the death of any of the accountholders.

#### **Contacting us**

36. You may contact us:
- 36.1. in person by visiting any EBS office (or where the Account was opened through a deposit broker, then by visiting that deposit broker). A full list of EBS offices is available on our website at [www.ebs.ie](http://www.ebs.ie);
- 36.2. by telephoning us from within Ireland during Working Hours on 1850 654321; or
- 36.3. by writing to us at EBS d.a.c., The EBS Building, 2 Burlington Road, Dublin 4.
37. If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

#### **General**

38. 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 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 Account. If you do not close your Account, you will be deemed to have accepted any such changes.
39. We may, without notice to you, set off any credit or debit balance in the Account against any credit or debit balance on any other account you may hold with us, including any mortgage account.
40. If an incorrect amount is debited or credited to the Account we may correct the entry, including debiting or crediting the Account, without notice to you.
41. 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.

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## **EBS Family Savings Account**

### **TERMS AND CONDITIONS**

#### **General Continued**

42. 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.
43. 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.
44. 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 the 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 Accounts.

**Confirmation Letter** means the written confirmation issued to you on opening the Account, and on any re-investment of your savings in the Account, confirming the relevant interest rate and the first and last day of the Term.

**Discretionary Withdrawal** means a withdrawal during the Term granted by EBS in accordance with condition 13.

**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. EBS is regulated by the Central Bank of Ireland, whose address is PO Box 559, Dame Street, Dublin 2.

**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.

**First Anniversary** means the last day of the 12 month period following account opening and, if that day is not a Working Day, the next succeeding Working Day.

**Maturity Date** means the last day of each Term.

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

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

**Term** means the period from account opening to the First Anniversary and each subsequent 12 month period.

**Withdrawal Request** means any withdrawal order, transfer instruction or other instruction to debit the 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 the Account including your personal representatives and, if applicable, includes any person who is named on the Account as a joint accountholder.

**Your Account Online Conditions** means the terms and conditions from time to time applicable to viewing the Account online.