

# EBS Fixed Accounts Terms and Conditions

## Conditions

1. These Conditions apply to the operation of EBS Fixed Accounts. Capitalised terms used in these Conditions are defined at the end of this document in the "Definitions" section. If there is any conflict between these Conditions and the Specific Terms applicable to any EBS Fixed Account, those Specific Terms will prevail.
2. Additional terms and conditions apply in relation to viewing EBS Fixed Accounts online. These are set out in Your Account Online Conditions.

## Account Opening

3. An EBS Fixed Account may be opened by any person who intends to use the EBS account for personal savings purposes. At our discretion, we may also make the Account available to other types of customer. No more than 4 persons may jointly hold an EBS Fixed Account.
4. One lump sum lodgement is permitted into an EBS Fixed Account at the time of opening. No further lodgements are permitted during the Term. The minimum amount and maximum amount of the lodgement depends upon the type of EBS Fixed Account, and is set out in the Specific Terms.
5. Proof of identity and address satisfactory to us is required on opening 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 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 or the Confirmation Letter.

## Credit Interest

10. Interest on EBS Fixed Accounts will be at a fixed rate during the Term. You will be advised of the rate on account opening and the rate will be stated in the Confirmation Letter.
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 with the exception of the EBS SureIncome Account (refer to Specific Terms).

## Withdrawals

12. No withdrawals may be made from an EBS Fixed Account prior to the Maturity Date other than:
  - 12.1 in accordance with the relevant Specific Terms;
  - 12.2 in accordance with condition 13; and
  - 12.3 a Discretionary Withdrawal.
13. At the sole discretion of EBS, from time to time we may permit a full or partial withdrawal from an EBS Fixed Account subject to condition 20 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, save in the case of EBS SureIncome Accounts.
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.
15. If you do not confirm your intentions with regard to the EBS Fixed Account prior to the Maturity Date, these Conditions will continue to apply to your savings for a further fixed period of similar length, except that we will apply the then prevailing interest rate. If that happens and within 15 days of the 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 Maturity Date on the amount withdrawn.
16. Withdrawals may be made from an EBS Fixed Account over-the-counter at certain EBS offices in cash or by EBS Cheque.
17. It shall be deemed conclusive evidence of your authorisation and consent to a withdrawal you signing the Withdrawal Request.
18. 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

## **EBS Fixed Accounts Terms and Conditions**

### ***Withdrawals continued***

Fixed Account until you comply with our procedures in this regard). No other Withdrawal Request may be cancelled.

19. No standing order, direct debit, ATM or passbook facilities will operate on the EBS Fixed Account for the purposes of withdrawals.
20. 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.
21. We can debit an EBS Fixed Account to cover:
- 21.1 any amount which is owed to us on an EBS Fixed Account including, but not limited to, any applicable fees and charges;
- 21.2 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
- 21.3 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).
22. There are no transaction charges or maintenance fees on the EBS Fixed Account except as detailed in condition 21.

### ***Joint Accounts***

23. If an EBS Fixed Account is held in joint names:
- 23.1 each of you will be jointly and severally liable for any amount which is owed to us in respect of the EBS Fixed Account;
- 23.2 all instructions issued and all acts done by one accountholder will be deemed to be instructions and acts of all accountholders;
- 23.3 in order to remove one accountholder from an EBS Fixed Account or to close an EBS Fixed Account, all accountholders must sign the relevant instruction; and
- 23.4 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.
24. The Withdrawal Request in respect of a Discretionary Withdrawal must be signed by all of the accountholders,

### ***Joint Accounts continued***

even if the mandate on the EBS Fixed Account provides that any one accountholder may transact on the EBS Fixed Account.

25. 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***

26. By opening an EBS Fixed Account, you are confirming that you understand and agree that you are authorising:
- 26.1 EBS and our contractors and agents to contact you and to retain and process the personal data provided by you for the purposes of:
- 26.1.1 opening and efficiently administering the EBS Fixed Account;
- 26.1.2 preventing and detecting fraud; and
- 26.1.3 carrying out statistical analysis and market research.
- 26.2 EBS to make such enquiries as we may consider reasonably necessary (including, but not limited to, credit checking, fraud prevention and anti-money laundering checks) in connection with your application.
27. You have the right to access, update and rectify your personal data by contacting EBS. It is your obligation to advise us if there is a change to your Registered Address or telephone number. You may also change your decision to opt in or out of receiving direct marketing from EBS at any time by writing to the EBS Marketing Department, FREEPOST, The EBS Building, 2 Burlington Road, Dublin 4.

28. Full particulars of EBS' registration as a data controller and data processor under the Data Protection Acts 1988 and 2003 are available from the Office of the Data Protection Commissioner or on the online register at [www.dataprotection.ie](http://www.dataprotection.ie). Where we engage third parties to process personal data, we will only do so under appropriate contractual arrangements which protect personal data.

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

29. You should review the Confirmation Letter or 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 38.2 between 9:00AM and 5:30PM on Working Days on the first Working Day after you receive the Confirmation Letter or Statement
30. If we do not deal with your query to your satisfaction, you may request our Terms of Service leaflet which contains

## EBS Fixed Accounts Terms and Conditions

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

details of our complaints procedure and the services provided by the Financial Services Ombudsman.

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

**31.** We may close an EBS Fixed 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 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.

**32.** If we close an EBS Fixed Account:

**32.1** we can still debit the EBS Fixed Account under condition 21 to cover any Withdrawal Request; and

**32.2** you will still have to pay back any overdrawn amount, interest or amounts which you owe us on the EBS Fixed Account.

**33.** We may also close an EBS Fixed Account if we become aware of the death of any of the accountholders.

**34.** You may close the EBS Fixed Account at the end of the Term, by notifying us prior to, or no later than 15 days after, the Maturity Date. You may not close the EBS Fixed Account during the Term.

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

**35.** 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.

**36.** If we treat an EBS Fixed Account as inactive under condition 35, we will treat the EBS Fixed Account as active again (reactivated) if:

**36.1** you contact us and complete the required documentation; or

**36.2** we think it is reasonable to reactivate it.

**37.** 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 would 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**

**38.** You may contact us:

**38.1** 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);

**38.2** by telephoning us from within Ireland during Working Hours on 1850 654321; or

**38.3** by writing to us at EBS d.a.c., The EBS Building, 2 Burlington Road, Dublin 4.

**39.** If you contact us in person or by telephone, you may be asked by us to confirm your request in writing.

### **General**

**40.** 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.

**41.** 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.

**42.** 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.

**43.** 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.

**44.** 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.

**45.** 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.

**46.** 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.

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

**Telephone**  
  
01 665 9000

**Facsimile**  
  
01 874 7416

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

**EBS**

## EBS Fixed Accounts Terms and Conditions

### **Definitions**

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

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

**Discretionary Withdrawal** means a withdrawal before the Maturity Date 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.

**EBS Fixed Accounts** means the following euro-denominated EBS accounts:

- EBS Fixed Term Savings Account
- EBS SureGrowth Account
- EBS SureIncome Account
- EBS SureCertificate Account

**Maturity Date** means the last day of the fixed term specified in the Confirmation Letter.

**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.

**Specific Terms** means the additional terms and conditions specifically applicable to each EBS Fixed Account.

**Term** means the period from the date of deposit of the initial lodgement to the Maturity Date.

**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.

### **Definitions continued**

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

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

## **EBS SureIncome Account**

### **SPECIFIC TERMS**

#### ***Introduction***

The **EBS SureIncome Account** provides the opportunity to invest lump sums for a fixed period at a fixed return and is suitable for funds which are not required for day to day transactions, while having the benefit of receiving interest paid as a periodic income.

#### ***General***

1. These specific terms apply to the operation of EBS SureIncome Accounts (each an "**Account**"). If there is any conflict between these Specific Terms and the general Terms and Conditions for EBS Fixed Accounts, these Specific Terms will prevail. Terms not defined herein shall have the meaning given to such term in the general Terms and Conditions for EBS Fixed Accounts.

#### ***Account Opening***

2. The minimum opening balance on the Account is €5,000. There is no maximum balance on the Account.

#### ***Credit Interest***

3. You may choose to receive interest either monthly or half yearly, by transfer to such other suitable account nominated by you or by EBS Cheque.

#### ***Withdrawals***

4. If a Discretionary Withdrawal is permitted in accordance with condition 12 of the general Terms and Conditions for EBS Fixed Accounts the amount to be deducted in accordance with condition 12 may result in the deduction of the capital investment.
5. At the end of each period of 12 months after Account opening, you can withdraw up to 10% of your then capital balance, subject to no more than one withdrawal being made in each 12 month period and no more than 3 withdrawals in total being made during the Term.