Term Deposit Account

Terms and Conditions



1. CONDITIONS

- 1.1 These Account Specific Terms and Conditions apply to the Hampden & Co Term Deposit Account. They are additional to and should be read together with the General Terms and Conditions for Hampden & Co plc current accounts and deposit accounts (the 'General Terms and Conditions'), the Banking Charges Tariff and the Credit Interest Rates Sheet. If there is any inconsistency between these Account Specific Terms and Conditions and the General Terms and Conditions, the Account Specific Terms and Conditions override the General Terms and Conditions to the extent of the inconsistency.
- 1.2 'Account', when used in these Hampden & Co Term Deposit Account Terms and Conditions, means a Hampden & Co Term Deposit Account.

2. AVAILABILITY

- 2.1 To open and hold an Account, you must hold and maintain a Hampden & Co current account in the same currency for which you request a Term Deposit Account.
- 2.2 The 14-day cancellation period specified in the General Terms and Conditions does not apply to this Account and you cannot cancel the agreement for this Account once you have made a deposit into it.

3. CURRENCY

- 3.1 Your account must be opened in sterling (GBP/£), euros (EUR/€), US dollars (USD/US\$), Swiss francs (CHF), Hong Kong dollars (HKD) or Australian dollars (AUD).
- 3.2 You cannot change the currency of your account after opening it.

4. **DEPOSITS**

- 4.1 A minimum deposit of GBP/£ 50,000, EUR/€ 60,000, USD/US\$ 80,000, CHF 70,000, HKD 500,000 or AUD 100,000 is required to open the Account, depending on the currency of your Account. You may make only one deposit per Account (but may open more than one Account, each subject to the threshold requirements set out in this Condition 4.1).
- 4.2 We will tell you the maximum deposit that can be made when you open the account.
- 4.3 All deposits to the Account must be made via your Hampden & Co current account, held in the currency of the Account.
- 4.4 No further deposits and no withdrawals are permitted during the term of the Account, subject to early termination under Condition 6 below.

5. TERM

- 5.1 The term of the Account between one (1) day and five (5) years will be agreed with you on Account opening and the maturity date will be the end date of the term.
- 5.2 Subject to Condition 6 below, funds must remain on deposit for the chosen term, with funds available for use on the maturity date. You cannot make withdrawals or close your Account before the maturity date.
- 5.3 The balance of the Account will be paid into a Hampden & Co current account that you hold in the same currency as the Account on the maturity date (or if the maturity date does not fall on a Banking Day, on the next Banking Day that follows). If you no longer have a Hampden & Co current account in the same currency as the Account at the time of maturity, and we are not already maintaining such an account for you in accordance with Condition 24.2(d) of the General Terms and Conditions, we will contact you and ask you to open a Hampden & Co current account to receive the balance of the Account.

6. EARLY TERMINATION

- 6.1 In the event of:
 - (a) the death of a single Account Holder (or the death of any party to a joint Account); or
 - (b) in the case of an Account Holder with a Hampden non-personal current account, the appointment of a receiver or administrator to wind up your business,

the Account may be closed without charge on notice from the personal representatives of the Account Holder or the administrator or receiver appointed to wind up the business (as appropriate), in each case after providing evidence of their authority, and all accrued interest due to the date of closure will be paid. If the Account is held in joint names and one party dies, the Account will be transferred into the name(s) of the surviving Account Holder(s) on receipt of the death certificate.

- 6.2 Where Condition 6.1 applies, it will normally take two Banking Days for an account closure request to be processed. We can only act on instructions to transfer the funds once that process is complete.
- 6.3 We will not charge for early termination if we close the Account for one of the reasons listed in Condition 24.1(a) of the General Terms and Conditions except where we close the Account because you have cancelled or terminated your Agreement with us.

7. CHARGES

There are no charges applicable to the Account.

8. INTEREST

- 8.1 The interest rate is fixed for the term of the Account. We will tell you the rate that applies to your Account before you open it.
- 8.2 Interest will be calculated daily on the basis of a 365 day year on amounts in sterling and Hong Kong dollars, and a 360 day year on amounts in US dollars, euros, Swiss francs and Australian dollars.
- 8.3 Interest on your Account will be credited to your nominated Hampden & Co current account annually and/or on maturity when it will be paid along with your deposit.

9. STATEMENTS

- 9.1 Statements will be issued on an annual basis at the end of the month when your account was opened and/or at the end of the month on closure of the account.
- 9.2 We will provide you with a 'Tax Year End Certificate' in relation to credit interest paid on the Account for the UK tax year in which that interest is paid.

10. CHANGES TO THESE TERMS

We will not change any of these terms except for a reason listed in Condition 29.3(a) of the General Terms and Conditions. Any changes will be notified in accordance with the General Terms and Conditions.