



35 Day Notice Account Conditions (February 2012)

'We/our/us' means Bank of Cyprus UK or any company which succeeds to its business.

'Working Day' means any day of the week except Saturday, Sunday or any English public holiday.

'You/your' means the customer.

About us

Bank of Cyprus UK is a division of Bank of Cyprus Public Company Limited, incorporated in Cyprus. The main business of Bank of Cyprus UK is the provision of financial services. It is registered in England and Wales as establishment number BR004334. Its address for the purposes of this agreement is at PO Box 17484, 87 Chase Side, London N14 5WH.

Bank of Cyprus Public Company Limited is registered in Cyprus as company number C 165. Bank of Cyprus Public Company Limited (including its UK division) is authorised and regulated by the Central Bank of Cyprus under registration number is H.E. 165. In addition, for certain activities in the UK we are regulated by the Financial Services Authority, which is based in London. Our FSA registration number is 204627.

General Account Information

The 35 Day Notice Account is a deposit account denominated in Pound Sterling, Euros or US Dollars where withdrawals, against cleared funds, may be made at one of our branches, by transfer to a current account or by interbank transfers. Our standard charges apply as set out in our Tariff of Bank Charges for Personal/Business Customers (whichever applies to you). Copies are available from our offices and on our website www.bankofcyprus.co.uk

There is no minimum deposit, but there is a maximum deposit limit of £5million Sterling equivalent (or Euro or US dollar equivalent). Subject to the maximum limit you may make deposits into this account at any time, but we reserve the right to refuse a deposit.

Statements will be issued to you on a half yearly basis and will show all transactions posted to your account since the previous statement.

You can authorise another person to operate the Account, as long as you sign a Third Party Mandate and a Power of Attorney. If the Account is a joint Account each of you will need to sign a Third Party Mandate and a Power of Attorney. If you authorise another person to operate your account then you will be responsible for their instructions as if they were your own. We reserve the right not to accept instructions from any attorney you appoint.

Depositing funds

You can make payments to us in the following ways:

- By Cheque - the Account will be credited on the second Working Day after the day we receive your cheque,
- By Electronic Payment - the funds are normally received on the same day or the next Working Day
- By Cash- the account will be credited the same day

Transfers to your Account will be processed using only your Unique Identifiers which are the sort code / Bank Identifier Code (BIC) and the account number / International Bank Account Number (IBAN) of your Account. Any other information you provide us will not be part of the Unique Identifiers. We will not be liable for any loss suffered by you or anyone else as a result of you providing us or the payer with incorrect Unique Identifiers.

Joint Account

We will act on withdrawal instructions given by any one of you unless any one of you informs us that we can only act on instructions given by all or some of you. That means one of you could withdraw the entire balance of the account alone. However, we have the right not to accept instructions from one Account holder if we suspect that the withdrawal is against the interest of the other Account holder or holders.

As joint account holders you are individually and jointly liable for keeping to these Conditions. If any one of you wishes to stop being a joint account holder, or if any one of you wishes another joint Account holder to stop being a joint Account holder, then you must inform us. If all joint Account holders agree, subject to 35 days notice the account will be closed or one or more Account holders will be removed from the Account. If all Account holders do not agree we will not close the Account or make any changes to the ownership (unless so ordered by a court of competent jurisdiction). However, we will insist that we have instructions from all Account for any withdrawals.

You agree that if one of you dies, the survivor(s) will become the owner(s) of the Account.

We may disclose to any of you any information we hold about the Account, even if that information relates to a time when the Account holders were different.

Interest

The rates of interest payable to you by us are advertised on our website and in our branch.

The rate of interest received will depend on your individual tax circumstances, and as such may be subject to change in the future. Any interest earned on your account will be paid according to your instructions. In the absence of your instructions interest will be added to your account balance.

You agree that we may change our interest rate immediately and without notice if the changes are to your advantage. Where we make such a change without notice we will tell you about it within 30 days of it taking effect. For material interest changes that are not to your advantage, we will notify you 60 days before the change takes effect.

Tax

Tax will be deducted from interest paid (under current legislation at 20%) unless you are entitled to gross interest. If you are a UK higher rate tax payer you may have to pay further tax on the interest received. Gross interest (without deduction of tax) will be paid to:

- Individuals who are normally resident in the UK and have completed documentation permitting us to pay interest gross (form R85).
- Corporate and other bodies.
- Customers who are not ordinarily resident in the UK for whom we hold a valid declaration (form R105).

Please note that customers for whom we hold an R85 form, and who remain eligible to receive interest without tax deducted, will have to complete a new R85 form for each new account.

Withdrawal/closure

You must give us at least 35 days' notice to make any withdrawals or transfers. Subject to the notice period, you may only make transfers and withdrawals by BACS or you can withdraw up to £2,000 cash from our branch.

Withdrawals without 35 days prior notice are not normally permitted, but if, at our discretion, we do allow them they will be subject to a fee equivalent to 35 days' interest on the amount you withdraw at the interest rate that applies on the date of withdrawal.

If you wish to close your 35 day notice account within 14 days of making your first deposit, we will close the account without notice or charge.

If we wish to end our banking relationship with you or withdraw the Account, we will give you at least 30 days notice in writing unless there are special circumstances.

Deposit protection

We are part of Bank of Cyprus Public Company Limited which is based in Cyprus. Eligible depositors are covered by the Cypriot Deposit Protection Scheme (the Scheme), which is also based in Cyprus.

This means that if Bank of Cyprus Public Company Limited was unable to meet its financial obligations, our eligible UK depositors would be able to claim up to 100,000 euros from the Scheme. The maximum compensation limit applies per depositor not per account, so for joint accounts each account holder would be entitled to compensation up to the maximum limit. Your deposits with all parts of Bank of Cyprus Public Company Limited would be added together when deciding whether you had exceeded the compensation limit. For example, if you had 60,000 euros with Bank of Cyprus UK and 60,000 euros with Bank of Cyprus in Cyprus or Greece you would only receive a maximum of 100,000 euros compensation.

Deposits held in all currencies are protected under this Scheme, although any compensation paid by the Scheme would be in Euros. Where your deposit is held in a currency other than euros the Scheme would look at the exchange rate applicable on the day the bank failed in order to determine whether you were within the maximum compensation limit.

A right of set off applies, which means that the Scheme would deduct money you owe to us and other parts of Bank of Cyprus Public Company Limited before it paid you any compensation.

Personal and business customers are eligible depositors, but banks, insurance companies, collective investment companies, government bodies and pension funds (including Self Invested Personal Pensions (SIPPs) and Small Self Administered Schemes (SSASs)) are not.

For further information about the Scheme (including amounts covered and eligibility to claim) please contact Customer Service or visit the website of Central Bank of Cyprus on www.centralbank.gov.cy and follow the link: Banking in Cyprus>Deposit Protection Scheme.

Changes to Conditions

We may change these Conditions, however, we will only do so for the following reasons:

- To meet legal, financial or regulatory requirements (This includes changes to any codes of practice that we subscribe to, or to reflect relevant court or Financial Ombudsman Service decisions or any guidelines given by relevant regulatory, trade or professional bodies. It also includes changes we make where we reasonably expect that there will be a change in legal, financial or regulatory requirements).
- To take account of any corporate reorganisation in the Bank of Cyprus Group;
- To reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- A change in the Bank of England base rate;
- A change in the London Inter Bank Offered Rate;
- To reflect a change in technology or to cover a development or change in our products or services;
- To make them clearer;
- Any other valid reason.

If we change these Conditions and the changes are to your advantage we will do so without advance notice. If we make such a change we will notify you within 30 days of the change taking effect.

If we change these Conditions and the changes are to your disadvantage, we will give you at least 60 days' before the change takes effect.

Complaints

If you have a complaint, we want to rectify the matter to your satisfaction as soon as possible. In the first instance you should contact either the branch or business centre you have been dealing with or Customer Service. If they are unable to fully satisfy your complaint, you should write to our Compliance department, who will investigate and deal with your complaint promptly. The address is:

Compliance
Bank of Cyprus UK
PO Box 17484
87 Chase Side
London N14 5WH

If we are unable to resolve your complaint to your satisfaction, you may take your complaint to the Financial Ombudsman Service, provided your complaint falls within the Ombudsman's terms of reference. You can contact the Financial Ombudsman Service using the following address and/or phone number:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel 0845 080 1800 or +44 (0)20 7964 1000 if calling from abroad.

Your Data

You agree that we may use any personal information provided by you, or obtained by us in connection with your Account application ("your Data"), for the purpose of administering your Account and for fraud prevention. You agree that we may also use your Data to select and tell you about other products and services (including those supplied by third parties) which we think you may be interested in, unless you inform us that you do not want to receive this information.

To comply with anti money laundering regulations, we are required to verify the identity of potential Account holders and authorised persons when opening an account. Our checks may include verifying your name and address with a credit reference agency and obtaining documents from you confirming your name and home address.

It is important that you give us accurate information. We may check your details with fraud prevention agencies, and if you give false or inaccurate information and we feel that there is a fraud or suspicion of a fraud, we will report this to law enforcement and fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related accounts or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

We and other organisations may access and use information from other countries recorded by fraud prevention agencies.

If you ask, we agree to tell you, in accordance with the Data Protection Act 1998, what information we hold about you and provide a copy to you. There may be a charge for this, as permitted by law. We will take care to ensure that your Data remains confidential and protected from access by third parties, except such disclosure as described above or where we use subcontractors or persons acting as our agents to process your Data and such agents or subcontractors are under a duty of confidentiality to us or where we are obliged by law or by our regulator to disclose information. We may also disclose your Data to any person who may assume our rights under these Conditions.

If you feel that we hold inaccurate information or you would like a copy of the information we hold on you or if you want to know what credit reference and/or fraud prevention agencies we use, or would like us not to send you information about our other products and services please contact us at: Compliance, Bank of Cyprus UK, PO Box 17484, 87 Chase Side, London N14 5WH.

After your Account is closed we will keep your Data on record for as long as we need to.

Marketing

You can ask us not to send you any details of products and services (other than details included with your statement) by writing or phoning us at the following address or phone number:

Customer Service
Bank of Cyprus UK
PO Box 17484
87 Chase Side
London N14 5WH

Tel 0845 850 5555* (+44 20 8267 7343 if calling from abroad)

Miscellaneous

These Conditions will be governed by the laws of England and Wales. You and we agree to submit to the non exclusive jurisdiction of the courts of England. However you agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.

These Conditions and any communications and notices with you about any of the services referred to will be in English.

You have a right at any time during the term of this agreement to obtain further copies of these Conditions

Existing customers: please complete the declaration on page 5 and return to:
Bank of Cyprus UK, PO Box 17484, 87 Chase Side, London N14 5WH

Declaration for existing Bank of Cyprus UK customers only

I instruct Bank of Cyprus UK to open a 35 Day Notice Account. I confirm I have read the attached product conditions which you have given me

Existing Bank of Cyprus UK account number

I/We confirm that signing instructions on this account are the same as on my/our other accounts held with Bank of Cyprus UK.

Are you liable to pay UK income tax on the interest we pay you? Yes No (please tick accordingly)

If you have answered 'No' to the above please request an R85 form from us if you are resident in the UK or an R105 if you are not a UK resident. Once you have completed and returned the relevant form to us, you will receive interest gross (without tax deducted).

First signature

Print name

Date

Second signature

Print name

Date

If you do not wish to receive details of our products and services, please tick here