

CORPORATE MORTGAGE/LOAN APPLICATION FORM

Applicant(s) Name

Type of Mortgage/Loan

Buy to Let

Back to Back

Homeloan

Further Advance

Remortgage

Interest Rate

Variable

Fixed

Fixed Term Length (Years)

Amount of Mortgage/Loan required

Term (Years)

Repayment Method

Capital Repayment

Interest Only

Currency of Mortgage/Loan

If you are an existing Borrower or Pending Applicant within the Irish Life & Permanent plc Group please tick

Where did you hear about Irish Permanent International?

ANTI-MONEY LAUNDERING DOCUMENTATION & CERTIFICATION REQUIREMENTS

Each Applicant must provide the following identification documentation to establish and verify their identity to comply with Isle of Man Anti-Money Laundering Regulations.

- Correctly **certified copy*** of current valid passport, driving licence or national identity card with clear legible photograph showing name, signature, nationality, date and place of birth, date and place of issue and expiry date. Original identification documents are only acceptable for face to face applications
- Current permanent address should also be confirmed by production of an **original** or correctly **certified copy*** of a document **no more than 3 months old**, i.e. bank or credit card company statement, a gas, electricity or telephone (but not a mobile phone) bill.

***Copies should be certified:**

"I certify that this document **is a true copy** of the original and that the photograph **is a true likeness** of the individual concerned".

The document must include the certifier's printed name, signature and date, and their position/capacity within the firm and address of the firm in capitals, together with the certifier's company stamp, if applicable, and contact details.

***Copies of all pages to be certified by an independent suitable person from the list below:**

- A member of the judiciary, a senior civil servant or a serving police officer or customs officer
- An officer of an embassy, consulate or high commission of the country of issue of documentary evidence of identity
- A lawyer or notary public who is a member of a recognized professional body
- An actuary who is a member of a recognized professional body
- An accountant who is a member of a recognized professional body
- A company secretary who is a member of a recognized professional body
- A director, company secretary or manager of a business regulated on the Isle of Man or an external regulated business.

NOTES

- 1 Application Forms must be completed in full, in ink otherwise we will not be in a position to give a quick decision.
- 2 It is necessary to establish and verify the identity of each account holder and all signatories to the account i.e. name, current permanent address, including postcode, date and place of birth, signature, nationality and occupation to comply with Isle of Man Anti-Money Laundering Regulations (see checklist overleaf), otherwise we will not be in a position to issue the loan funds
- 3 Ensure that the 'DECLARATION section on Page 14' section of the application form is signed by all applicants
- 4 Irish Permanent International will only make a decision on the application when all the relevant credit and due diligence information and documentation has been received.
- 5 A valuation cheque or a signed authority to pay your valuation fee by credit or debit card (see page 15) is to accompany this form.

YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR MORTGAGE



Irish Permanent International is a registered business name of Irish Permanent (IOM) Limited. Incorporated in the Isle of Man No. 60124
Licensed by the Isle of Man Financial Supervision Commission to take deposits. Irish Permanent (IOM) Limited is regulated as a Retail Credit Firm
by the Irish Financial Regulator for lending to Irish residents.
Registered Office 12/14 Ridgeway Street, Douglas, Isle of Man IM1 1EN

IDENTIFICATION AND DOCUMENTATION CHECKLIST

1. If the applicant is a **COMPANY**

- **Original or properly certified copy of** Certificate of Incorporation for noting and return.
- **Original or properly certified copy of the** Memorandum & Articles of Association.
- If a Public Company, Certificate to commence business.
(original copy for sight and return).
- Copy of the most recent accounts (audited where possible).
- Copies of Powers of Attorney or other authority given to the directors in relation to the company (if any).
- Full details supplied for all directors, signatories and beneficial owners to the company/account.
(full name/current permanent address/date and place of birth/occupation and nationality etc.)
- Verification of identity and address documentation* for:
 - **any two** signatories to the account
 - **any two** directors (if different)
 - **all** beneficial owner/s of the company
- We reserve the right to seek verification documentation for all directors of the company and all signatories to the account

2. If the applicant is a **PARTNERSHIP:**

- **Original or properly certified copy of** partnership agreement for noting and return.
- Full details supplied for all partners and signatories of the partnership/account. (full name/current permanent address/date and place of birth/occupation and nationality)
- Verification of identity and address documentation*
for:
 - **any two** signatories to the account
 - **all** partners (if different)
- We reserve the right to seek verification documentation for all partners and all signatories to the account

* See Anti- Money Laundering Requirements on the front page

YOUR INCOME

Total Gross Income

£ Per annum

£ Per annum

If present employment is less than one year, please provide employment details to cover last three years.

FIRST BENEFICIAL OWNER

SECOND BENEFICIAL OWNER

Job Title
Employer's Name
Employer's Address

.....
.....
.....
.....
Postcode

.....
.....
.....
.....
Postcode

Length of Service
Total Gross Income

..... Years Months
£ Per annum

..... Years Months
£ Per annum

2b. BENEFICIAL OWNERS BUSINESS DETAILS

To be completed by individuals who own 25% or more of total share capital of a business or if self-employed. Details of all businesses you have a share holding in to be given (on a separate sheet if necessary).

FIRST BENEFICIAL OWNER

**SECOND BENEFICIAL OWNER
(if applicable)**

Name of Business
Nature of Business
Country of Registration
Company Registration Number
(if applicable)
Business Address

.....
.....
.....
.....
.....
.....
Postcode

.....
.....
.....
.....
.....
.....
Postcode

Telephone Number
How long established
How long self-employed
Your Share of income derived from the Business
Is the business solvent and likely to continue as a going concern?

..... Years
..... Years
£ Per annum

..... Years
..... Years
£ Per annum

Yes/No

Yes/No

***Accountant's Name and Address**

.....
.....
.....
.....
Postcode

.....
.....
.....
.....
Postcode

Telephone Number
Fax Number

.....
.....

.....
.....

* Accountants must be qualified and be a member of a recognised accountancy institute: Institutes of Chartered Accountants in England and Wales, The Association of Chartered Certified Accountants, The Institute of Cost and Management Accountants, The Chartered Institute of Public Finance Accountants, The Chartered Institute of Management Accountants, The Association of Authorised Public Accountants. If none of these qualified accountants are available we will require supporting tax documentation to confirm income. FOR SELF EMPLOYED MORTGAGES in addition to the above accountants, book keepers are acceptable.

4. MANDATE AND RESOLUTIONS

SIGNING AUTHORITY (All parties to the account to complete the Signatory List below)

Written instructions given to the Bank shall be signed by:

Any one Signatory Any two Signatories All Signatories

Other (please state)

SPECIMEN SIGNATURES

FULL NAME (BLOCK CAPITALS)	DESCRIPTION/CAPACITY	SIGNATURE
(1)		
(2)		
(3)		
(4)		
(5)		

DECLARATION AND AUTHORISATION

Company/Partnership* Name

Registered Office/Correspondence Address*

At a meeting of the Directors/Partners* of the above Company/Partnership*

held on the day of 20

IT WAS RESOLVED

1. That Irish Permanent (IOM) Limited (the 'Bank') be and are hereby authorised to open an account in the name of the Company/Partnership* on the Terms and Conditions of the Bank's application form (the 'Application Form').
2. That these resolutions be communicated to the Bank and shall constitute the Company's Mandate to the Bank to remain in force until revoked by notice in writing to the Bank signed by any two Directors/Partners* or a Director and Secretary acting or purporting to act on behalf of the Company/Partnership* and for this purpose any instructions varying or purporting to vary the Mandate contained in these Resolutions shall be deemed a revocation of the Mandate.

It is hereby certified that the above resolutions were duly passed and entered in the Minute Book of the Company/Partnership* and duly signed by the Chairman and that the specimen signatures contained in the Application Form are genuine and correct.

Director/Partner*

Date

Director/Partner*

Date

*Please delete as appropriate

5. MORTGAGE/LOAN DETAILS

Amount of Loan required

Purpose of Loan (give details)

Details of Security Offered

Property (Ref 5a)

Bank/Deposit Account

Shares

Other Security

5A. PURCHASES - PROPERTY DETAILS

If you are REMORTGAGING go to SECTION 5B

NO EX-LOCAL AUTHORITY FLATS/MAISONETTES, (EX-LOCAL AUTHORITY HOUSES WHERE THE OWNER OCCUPIERS RATIO IS DEEMED AS MODERATE OR HIGH BY A PANEL VALUER MAY BE CONSIDERED), NO BEDSITS, PROPERTIES THAT A LOCAL AUTHORITY WOULD CLASSIFY AS AN HOUSE OF MULTIPLE OCCUPANCY, STUDIO FLATS OR PROPERTY ABOVE COMMERCIAL PREMISES.
55% LTV IS THE MAXIMUM ON HOUSING ASSOCIATION LEASES.

If you are purchasing more than one property, please complete a Property Details Form for EACH property

Address of Property
to be Mortgaged

 Postcode

Type of Tenancy Agreement in
place

A. Purchase Price

£

B. Amount of Loan Required

£

Balance (A-B)

£

Term

Years

Source of Funds providing the balance of the purchase price (evidence will be required)

a) Funds to be deposited are to originate from? (please also state bank/building society and address)

b) If Funds are to be remitted from a third party please provide full remitter details and reason for the payment. Further information and evidence may be required in respect of third party funds introduced.

Projected/Existing Monthly Rental
Income for the Property

£

Intended type of tenancy

Selling Estate Agent (or Vendor)
Name and Address

 Postcode

Telephone Number

Is there any relationship between you and the vendor?

Yes/No

If Yes, what is the relationship
between you and the vendor?

Are you receiving a discount on
the purchase price?

Yes/No

If yes, amount of discount
received?

£

PLEASE TICK THIS BOX IF YOU INTEND TO LET THIS PROPERTY TO A CLOSE RELATIVE*

*For this purpose a close relative is a spouse, another person of either sex whose relationship with the borrower has the characteristics of a relationship between husband and wife where the partner is of either sex, your parent, brother, sister, child, grandparent or grandchild.

Are you purchasing from a Limited Company of which you are/have been a Director or held a beneficial interest in?

Yes/No

DESCRIPTION OF PROPERTY

Tenure

Freehold

Leasehold

Commonhold

Type

House

Flat

Maisonette

House converted into Self-Contained Flats

Above Commercial

Housing Association Lease

Yes/No

Number of Bedrooms

Number of Kitchens

Parking Spaces and Garages

If Leasehold

Unexpired Term of Lease

Years

NEW BUILD Name of Developer

If the vendor is not the developer, please clarify

Expected completion date

Are you receiving a discount on the purchase price?

Yes/No

If yes, amount of discount received?

5B. REMORTGAGE DETAILS

NO EX-LOCAL AUTHORITY FLATS/MAISONETTES, (EX-LOCAL AUTHORITY HOUSES WHERE THE OWNER OCCUPIERS RATIO IS DEEMED AS MODERATE OR HIGH BY A PANEL VALUER MAY BE CONSIDERED). NO BEDSITS, PROPERTIES THAT A LOCAL AUTHORITY WOULD CLASSIFY AS AN HOUSE OF MULTIPLE OCCUPANCY, STUDIO FLATS OR PROPERTY ABOVE COMMERCIAL PREMISES. 55% LTV IS THE MAXIMUM ON HOUSING ASSOCIATION LEASES.

If you are remortgaging more than one property, please complete a property Details Form for EACH property.

Address of Property to be re-mortgaged?

Who owns the property being re-mortgaged?

Estimated Value

£

Outstanding Mortgage Balance

£

Projected/existing Monthly Rental Income for the Property

£

Date Mortgage Taken out

Amount of Loan Required

£

Term

Years

If you are asking for more funds than are required to redeem your existing mortgage, please specify the purpose of additional funds

Type of Tenancy Agreement in Place

Original Purchase Price

£

Date of Purchase

*If property was purchased within last 6 months we will require evidence of expenditure on property, where we are asked to lend against the present value.

Access Arrangement for Valuation

Contact Name:

Telephone No:

PLEASE TICK THIS BOX IF YOU INTEND TO LET THIS PROPERTY TO A CLOSE RELATIVE*

*For this purpose a close relative is a spouse, another person of either sex whose relationship with the borrower has the characteristics of a relationship between husband and wife where the partner is of either sex, your parent, brother, sister, child, grandparent or grandchild.

Are you purchasing from a Limited Company of which you are/have been a Director or held a beneficial interest in?

DESCRIPTION OF PROPERTY

Tenure	Freehold <input type="text"/>	Leasehold <input type="text"/>	Commonhold <input type="text"/>
Type	House <input type="text"/>	Flat <input type="text"/>	Maisonette <input type="text"/>
	House converted into Self-Contained Flats <input type="text"/>		Above Commercial <input type="text"/>
	Housing Association Lease <input type="text"/>	<input type="text" value="Yes/No"/>	
	Number of Bedrooms <input type="text"/>	Number of Kitchens <input type="text"/>	
	Parking Spaces and Garages <input type="text"/>		
If Leasehold	Unexpired Term of Lease <input type="text"/>	Years <input type="text"/>	

5C. FURTHER ADVANCE

Address of Property with existing mortgage

.....

.....

Postcode

.....

Estimated Value

£

Outstanding Mortgage Balance

£

Projected/Existing Monthly Rental Income for the Property

£

Amount of Loan Required

£

Type of Tenancy Agreement in Place

Access Arrangement for Valuation

Contact Name: <input style="width: 90%;" type="text"/>	Telephone No: <input style="width: 90%;" type="text"/>
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PLEASE TICK THIS BOX IF YOU INTEND TO LET THIS PROPERTY TO A CLOSE RELATIVE*

*For this purpose a close relative is a spouse, another person of either sex whose relationship with the borrower has the characteristics of a relationship between husband and wife where the partner is of either sex, your parent, brother, sister, child, grandparent or grandchild.

6. CREDIT RECORD

Of both the Applicant Company and Beneficial Owners

Have You

- Ever been refused a Mortgage/Loan?
- Had a judgement or default for bad debt recorded against you?
- Ever been convicted of or have any prosecution pending for any other offence than a driving offence?
- Failed to keep up payments under any Loan, Credit Card Agreement, Hire Purchase Agreement or Mortgage?
- Borrowed or received assistance towards the purchase price of the asset/property which is the subject of this Application?
- Ever been declared bankrupt or had a bankruptcy petition presented against you?

FIRST BENEFICIAL OWNER

SECOND BENEFICIAL OWNER (if applicable)

APPLICANT COMPANY

If you have answered **Yes** to any of the above questions, please give **full details** with this Application.

3. OTHER MORTGAGE/SECURED LOAN

FIRST BENEFICIAL OWNER

**SECOND BENEFICIAL OWNER
(if applicable)**

APPLICANT COMPANY

Amount of Mortgage/Loan Outstanding

Value of Property (if applicable)

Mortgage/Loan Lender

Account Number

Monthly Mortgage/Loan Payment

Date Mortgage Taken Out (if applicable)

LENDER'S ADDRESS

PROPERTY ADDRESS (if applicable)

4. NET WORTH

(Assets less Liabilities including all Private and Business Equity)

Postcode	Postcode	Postcode
Postcode	Postcode	Postcode
£	£	£

8. SOLICITOR DETAILS

No Sole Practitioners or Licenced Conveyancers – firms must have at least 2 Partners. (England and Wales only)

Name(s) of Person(s) acting on your behalf

Solicitor Firm

Address

Telephone Number

Fax Number

Postcode	Postcode
Telephone Number	Fax Number

9. BUILDINGS INSURANCE

Name and Address of Insurer

Postcode

In all cases the buildings insurance must be maintained under a **Householders Building Policy** for a sum not less than that specified by the valuer appointed by Irish Permanent International ("The Lender"). **The Policy must specifically recognise tenanted use of the property.**
Leasehold Properties – If the property is leasehold and the lease requires cover through an insurance company specified by the landlord, then cover must be arranged in accordance with the lease.

DECLARATION

To IRISH PERMANENT (IOM) LIMITED ("Irish Permanent" which term includes its successors and assigns and those deriving title through it) WE/THE COMPANY/THE PARTNERS DECLARE THAT

- 1 The information in this Application is true to the best of my knowledge and belief and should the loan advance ("the Loan") be made such information will be regarded as forming part of the terms of the Loan. If any information is incorrect I/we will make good any loss which Irish Permanent may suffer by acting in reliance upon any such information.
- 2 I/We acknowledge that Irish Permanent may raise finance on any Loan it may make to me/us and consent to:
- 2.1 Irish Permanent transferring, assigning or otherwise disposing of the benefit of such Loan, together with the benefit of any charge over any life assurance policy(ies) and other related security relating thereto; or Irish Permanent entering into any contractual arrangements relating to the funding of the Loan with any company, body or person without notice to me/us.
- 2.2 Irish Permanent passing the particulars contained in this mortgage application and any supporting documentation which is now enclosed or may hereafter be provided, together with any documentation relating to the title of the property being mortgaged ("the Property"), the Loan, the history or conduct of my/our Loan account or any other information or documents involving me/us or the property to any actual or potential transferee, assignee, disposer, provider of funds or other interested or contracting party.
- 2.3 Any person interested in the Loan relying upon the truth and accuracy of the information contained in this mortgage application.
- 3 I/We understand and accept that
- 3.1 *Any valuation fee is payable in advance and will not be refundable once expended (whether or not any offer of Loan is made) and that a copy of the valuation report will be provided, but no warranty, representation or assurance is given by Irish Permanent that the statements, conclusions or comments expressed or implied in the valuation report are accurate of reliable, and that neither Irish Permanent nor any other valuer appointed by Irish Permanent has any responsibility to me/us or any other person as to the value, state or condition of the property.
- 3.2 The valuation report prepared for Irish Permanent is not a structural survey and it is in my/our best interests to obtain a full structural survey report of the Property prior to entering into any commitment to purchase the Property.
- 3.3 This application may form the basis of a proposal to an insurance company for mortgage guarantee insurance and that any information required by the insurance company may be given by Irish Permanent.
- 3.4 The rate of interest and monthly repayment for any Loan granted may be varied from time to time.
- 3.5 Irish Permanent, or its agents, may make such enquiries as it considers necessary whether of its credit reference agency, any life assurance company with whom I/we have or have applied for a policy with in connection with this Loan or elsewhere and if the Loan is granted it may pass on to such an agency information relating to the conduct of the account, who may make it available to other lenders where this is done in the interests of preventing any fraud.
- 3.6 If we have elected to insure the Property through the block policy above that we will comply with Irish Permanent's requirements in relation thereto.
- 4 We undertake to arrange a suitable repayment vehicle to provide sufficient funds to repay the Loan at the end of the Loan Term.
- 5 We understand that Irish Permanent may take such action as it deems appropriate in the event that we fail to abide by the obligations contained in this Agreement.
- 6 We note that Irish Permanent is required under the terms of its licence issued under the Banking Act 1998 to ensure that its business is not such that may bring the Isle of Man into disrepute or damage its standing as a financial centre and therefore is bound with such constraints as the Isle of Man Financial Supervision Commission may require.
- 7 The execution and delivery of this Application Form, the transactions contemplated hereby by the undersigned and the performance of the undersigned's obligations hereunder will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the undersigned, or any agreement or other instrument to which the undersigned is a party or by which the undersigned is bound, nor any foreign or domestic permit, franchise, judgement, decree, statute, rule or regulation applicable to the undersigned or the undersigned's business.
- 8 We hereby request the Bank to open an account/accounts on our behalf.
- 9 This investment is my/our property and that it is not made as nominee for any other individual or Company unless disclosed to Irish Permanent.
- 10 The information herein is true and complete in every respect and that all material particulars have been disclosed.
- 11 We have read and agree to be bound by Irish Permanent's Terms and Conditions, the latest copy of which is attached to this application form and to any particular Terms and Conditions applicable to the type of account held by us.
- 12 We authorise Irish Permanent to make any enquiries it may deem necessary in connection with this application.
- 13 We acknowledge that in order to process this application, Irish Permanent, its servants and agents will hold and process information in connection with this application (together with such information supplied to or obtained by Irish Permanent separately) and will hold and process same for administrative, customer care and service purposes. Irish Permanent may also pass this information to other companies within the Irish Life & Permanent Group in connection with those purposes.

* IN THE CASE OF LOANS COVERED BY THE IRISH CONSUMER CREDIT ACT 1995, THE VALUATION FEE FOR IRISH PROPERTIES IS REFUNDABLE IF THE APPLICATION IS DECLINED. THE VALUATION FEE IS PAYABLE DIRECTLY TO A VALUER NOMINATED BY THE CUSTOMER FROM OUR PANEL OF VALUERS. IN THE CASE OF UK AND ISLE OF MAN PROPERTIES, VALUATION FEES ARE INCLUSIVE OF A £60 NON-REFUNDABLE VALUER INSTRUCTION ADMINISTRATION FEE.

Data Protection Act 2002 ("Act")

Irish Permanent would like to hold and use the information provided by you in this application and any information otherwise furnished by you and any information relating to the conduct of the account to send you information of other products, services, special offers, promotions and competitions of Irish Permanent or of other companies in the Irish Life & Permanent Group (a financial services group principally comprising life insurance, banking and personal finance companies) or other carefully selected third parties which Irish Permanent thinks you may find of interest, or to provide such information to other companies in the Irish Life & Permanent Group or other carefully selected third parties so that they can send you details of their products, services, special offers, promotions and competitions.

If you do not wish to receive such direct marketing information then please tick here

If you later decide you would like to receive or discontinue receiving this information, you can write to The Managing Director, 12-14 Ridgeway Street, Douglas, Isle of Man.

Under the Act you are entitled to know what information is held about you on our records and to ask for any inaccurate details to be amended. If you have any questions about the Act or your rights under the Act, please write to the Company Secretary at Irish Permanent (IOM) Limited, 12-14 Ridgeway Street, Douglas, Isle of Man, IM1 1EN.

To be signed on behalf of the applicant in accordance with the signing mandate

SignatureDate
Capacity
SignatureDate
Capacity

VALUATION FEE

(A) Authority to pay by credit or debit card

PAYMENT DETAILS

Please debit my credit/debit card

Visa

Mastercard

Delta

Switch

Start Date

Card No

Expiry Date

Card Holder's Signature _____

Issue No.

(Switch only)

Card Holder's Name _____

Card Holder's Address _____

Applicants Name _____

Security Address _____

Amount

(B) Cheque enclosed payable to Irish Permanent International

Amount

FOR INTERNAL USE ONLY

Source Code

Date

Initials

Source Code

Date

Initials

NOTES

GENERAL BANK TERMS AND CONDITIONS

I GENERAL

- 1.1 These Terms and Conditions constitute part of the agreement between Irish Permanent (IOM) Limited (the "Bank") and its customer. The Application Form, Indemnity re telephone, e-mail or facsimile instructions (the "Indemnity") (where applicable) and these Terms and Conditions shall together constitute the entire agreement between the Bank and its customer (hereafter referred to as the "Agreement").
- 1.2 Funds deposited with the Bank are accepted on the following terms and conditions which are in addition to any special conditions relating in particular to matters such as interest, term or notice as may apply to an account. In the event of any conflict between these Terms and Conditions and any special conditions, the special conditions shall prevail.
- 1.3 The Bank may at its absolute discretion and without giving any reason refuse to accept a deposit from any person.
- 1.4 No deposits may be made and no deposited funds may be withdrawn other than at the principal place of business of the Bank in Douglas or at such other place in the Isle of Man as the Bank may specify. No deposit or withdrawal request or other notice of any kind concerning an account shall be valid unless and until received at the principal place of business of the Bank in the Isle of Man. No deposits or withdrawals may be made in the United Kingdom or the Republic of Ireland.
- 1.5 The customer may, with the prior approval of the Bank, transfer all or part of the deposit to another person on payment of such fee as the Bank may from time to time determine. No such transfer shall be valid unless made in a form approved by the Bank and until registered in the records of the Bank which may nevertheless refuse to permit a transfer without giving any reason.
- 1.6 The customer shall notify the Bank immediately of any change of name or address and shall produce such evidence of a change of name and address as the Bank may require.
- 1.7 The customer shall notify the Bank immediately of any change of signatories or other matters which affect the information provided to the Bank in the Application Form, and/or Indemnity and shall provide the Bank with such evidence of any such variation as the Bank may require.
- 1.8 Any person becoming entitled to a deposit in consequence of the death, bankruptcy, insolvency or incapacity of the customer may, on such evidence being produced and on payment of such fee (if any) as the Bank may from time to time require, be registered as the holder of such deposit. In the event that such registration is refused (for whatever reason), the Bank shall repay the said deposit with interest up to but not including the date of repayment at the rate currently being paid on that type of account in accordance with the repayment instructions contained in the Application Form or in accordance with the law as appropriate.
- 1.9 Except in the case of fixed term deposits, the Bank shall have the power to amend at any time the rate of interest payable on deposits without notice to the customer. The Bank may in its absolute discretion and from time to time apply different rates of interest to different parts of the amount invested by the customer according to the balance in the account. Details of the Bank's current rates of interest applicable to available classes of deposit are available on request. The calculation and application of interest to specific deposits or classes of deposit shall be contained in the special conditions applicable to such deposits.
- 1.10 The Bank may from time to time without notice to the customer at its absolute discretion discontinue, suspend, limit or resume the issue of any deposit or class of deposits.
- 1.11 The Bank may, at its absolute discretion and without giving any reason, give to the customer (other than the holder of a fixed term deposit) not less than fourteen days' notice of its intention to repay the deposit in whole or in part and may at the expiration of such notice make such payment, provided always that the customer shall be paid interest on the whole or part of his deposit at the rate currently being paid by the Bank on such deposit or class of deposit. Any such payment shall be made to the holder of such deposit unless the Bank is instructed by the customer to the contrary in the Application Form.
- 1.12 In the event that:
 - (a) for a period of two years no transactions other than the crediting of interest have taken place and the balance of the account is less than £100 (or the currency equivalent); or
 - (b) for a period of five years no transactions other than the crediting of interest have taken place and the balance of the account is equal to or more than £100 (or the currency equivalent); and
 - (c) in either case the customer cannot be traced after reasonable enquiry, the Bank shall be entitled to close the account and the customer shall be deemed to have forfeited the balance to the Bank provided that the Bank may thereafter at its absolute discretion reopen the account and re-credit the monies previously forfeited upon satisfactory proof of ownership of the account.
- 1.13 Unless the Application Form states otherwise, the Bank shall be entitled to treat the holder of any deposit, as denoted in the Application Form, as the absolute owner thereof and, accordingly, it shall not, except as required by law, be bound to recognise any trust, interest of charge in or over such deposit claimed by any other person whether or not it shall have express or other notice thereof nor shall it be held responsible for omitting or failing to recognise such claim.
- 1.14 The Bank may from time to time make charges for any transactions it undertakes on behalf of or services it provides to the customer in accordance with its latest published tariff, available on its website and from its registered office, and may vary those charges from time to time at its absolute discretion. The Bank may recover any such charges from the customer by debit to customer's account or otherwise. The customer hereby agrees to indemnify and keep indemnified the Bank against any charges levied by third parties through whom the Bank has remitted funds or to whom the Bank has sent cheques or other instruments for collection and credit to the customer's account.
- 1.15 The Bank may agree from time to time at the request of the customer to accept instructions to hold all correspondence. Such instructions will be accepted at the Bank's absolute discretion and without liability on the part of the Bank for any breach of the instructions, howsoever caused. The Bank reserves the right to contact the customer in the event that the Bank deems it necessary to convey information to the customer concerning the contract between the Bank and its customer and the customer hereby acknowledges and agrees that such limited correspondence may be forwarded as required.
- 1.16 The Bank reserves the right to alter these Terms and Conditions or any of them upon giving one month's notice in writing which notice may be by specific notice to the customer or by general notice published in a newspaper.
- 1.17 Any letter, notice or document sent to the customer by post to him at his last notified address shall be deemed to have been duly served 48 hours after having been posted if such address is in the Isle of Man or the United Kingdom or 7 days after having been posted if such address is outside the Isle of Man or the United Kingdom. Any letter, notice or other document sent to the Bank shall be deemed to have been received when actually received at the Bank's principal place of business in the Isle of Man.
- 1.18 The Agreement between the Bank and its customer shall be governed by and construed in accordance with Isle of Man law and the parties to the Agreement hereby agree to submit to the non-exclusive jurisdiction of the courts of the Isle of Man.
- 1.19 We may record or monitor telephone calls between us so that we can check instructions and ensure that we are meeting our service standards.
- 1.20 Persons who are not party to the declaration attached to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms and Conditions. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

II ACCOUNT INFORMATION/STATEMENTS

- 2.1 The Bank will issue a separate confirmation advice in respect of each transaction on a customer account. Statements of account are available only on request.

III CUSTOMER COMPLAINTS

- 3.1 The Bank has in place a procedure for handling customer complaints, details of which are available on request. In the first instance customers should contact their Relationship Manager with details of their complaint and in the event that the complaint is not resolved to the satisfaction of the customer he should contact the Managing Director of the Bank.
- 3.2 If you have any complaints about the quality of service we provide do not hesitate to contact us at the address below. Complaints we cannot settle can be referred to the Financial Services Ombudsman Scheme for the Isle of Man (complaints from private individuals only). A copy of our internal complaints handling procedures which include details of the Financial Services Ombudsman Scheme is available on request.
- 3.3 The Bank is licensed to take deposits by the Isle of Man Financial Supervision Commission to whom complaints may also be addressed.
- 3.4 On request in writing from the customer the Bank will supply details of the educational and professional qualifications and track record of the Bank and any of the Bank's employees with whom the customer deals with directly on a regular basis.

IV CUSTOMER CONFIDENTIALITY

- 4.1 The Bank shall at all times keep confidential the affairs of its customers and former customers and shall not disclose details of customers' accounts or their names and addresses to third parties, including other companies in the same group, except as follows:-
- where the Bank is compelled by law to do so;
 - where there is a duty to the public to disclose;
 - where the interest of the Bank require disclosure
 - where disclosure is made at the request of or with the consent of the customer.
- 4.2 Disclosure of information to credit reference agencies in the event of undisputed personal debts which are in default and where no satisfactory proposals for repayment have been received following formal demand will be made only after the Bank has given the customer 28 days' notice. Where the Bank has acquired the legal right to sell mortgaged or charged property this information may also be disclosed to credit reference agencies after the giving of 28 days' notice to the customer.
- 4.3 The Bank shall at all times comply with the Data Protection Act 2002 when obtaining and processing customers' data. The customer shall have the right of access to their personal records held on computer during normal banking hours at the Bank's principal place of business in the Isle of Man.
- 4.4 The Bank may from time to time be required to reply to status enquiries from other Bank's in respect of its customers and the Bank will notify the client of any such request that it has received and to which it has responded.

V MARKETING OF SERVICES

- 5.1 The Bank may, unless specifically requested by the customer in writing not to do so, pass the customer's name and address to other companies in the same group (within the Isle of Man) for marketing purposes and the provision of services to the customer shall not be dependent on the giving of such consent. There is provision in the Application Form for the customer to indicate his/her/its instructions to the Bank in respect of this clause by ticking the relevant box.
- 5.2 The Bank will disclose to the customer any business relationship the Bank may have with a third party recommended to the customer by the Bank.
- 5.3 The Bank may at all times ensure that its marketing information complies with all relevant legislation and regulations made thereunder, that it is fair and reasonable and that it does not contain misleading information.

VI LOAN FACILITIES

- 6.1 In considering whether or not to make available loan facilities to the customer the Bank will take account of information which shall include:-
- prior knowledge of the customer's affairs gained from past dealings;
 - information obtained from credit reference agencies;
 - information supplied by the customer;
 - credit scoring;
 - age and capacity of the customer; and
 - the customer's ability to repay (with the aim of avoiding over-commitment by the customer).

VII FOREIGN EXCHANGE FACILITIES

- 7.1 The Bank shall make available to its customers facilities for foreign exchange conversion and for payments and receipts in foreign currency. Detailed information including information on charges for the provision of such services and exchange rates is available on request.

VIII CONDITIONS APPLICABLE TO SPECIFIC TYPES OF ACCOUNT

Joint Accounts

- 8.1 Deposits by more than one person shall be deemed to be held jointly and shall not be held for customers as tenants in common (that is on the basis that each named account holder has a separate and distinct claim to a portion of the deposit). In the event of the death of a joint account holder, on the production of a valid and acceptable form of death certificate, the balance of the account will be vested in the survivor(s).
- 8.2 Joint holders of a deposit shall be entitled to nominate the order in which they are named in the records of the Bank. The first named joint holder shall be treated as the representative joint holder and shall be the only joint holder entitled to receive communications from the Bank.
- 8.3 Where all joint holders for the time being have given written authorisation for any one of them or for an agent to withdraw the deposit or to receive any interest or bonus paid in respect of such deposit, the receipt of payment by or evidence of payment to a person so authorised shall be a good discharge to the Bank for any payment made to that person.
- 8.4 Where the Bank in its absolute discretion has reason to believe that any mandate to accept an individual signature is at an end it shall not be liable for any loss arising as a result of suspending payment or requesting all the signatures of all joint holders pending clarification by written agreement or court order.

Non-Personal Accounts

- 8.5 The customers agree that they shall be jointly and severally liable for overdraft, loan or other credit facilities or accommodation which shall be granted on any account or accounts in the name of Executors, Trustees, Partners or Unincorporated Associations together with all interests, costs, commission and other banking charges and expenses.
- 8.6 The customers agree that in the event of the death of any one or more of them the Bank is to pay to or deliver to or to the order of his successors in title or to the survivor of survivors of them (where applicable) all money, securities, deeds, documents and other property whatsoever standing to the credit of or held by the Bank for any account or accounts in the name of the Executors, Trustees, Partners or Unincorporated Association.
- 8.7 The customer agrees that nothing in the arrangements between the Bank and the customer shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other rights the Bank may have existing or implied by law.
- 8.8 The customer agrees that in addition to any lien, charge, pledge, right of set-off or other rights the Bank may at any time and without notice to the customer combine or consolidate all or any account or accounts with the Bank in its name and liabilities to the Bank and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the customer to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral.
- 8.9 The customer agrees that in the event of the Bank receiving any ambiguous or conflicting instructions regarding any account in its name the Bank shall be entitled to act or decline to act as the Bank sees fit and that the Bank shall not be liable to the customer for any losses it sustains.

Death of Sole Account Holder

- 8.10 On the death of the sole account holder it is a requirement of Isle of Man law that a Grant of Probate or Letters of Administration be obtained in order for the balance of the account to pass to the beneficiaries of the deceased account holder's estate. Where balances are relatively small the Bank may agree at its absolute discretion to waive such a requirement upon satisfactory proof of a beneficiary's entitlement to the balance of the account.

IX CLEARANCE OF CHEQUES/DRAFTS

- 9.1 Cheques or drafts drawn in Sterling on Banks which are members of the Bank Automated Clearing system ("BACS") will be sent for clearance through the Bank's clearing bank in the Isle of Man and shall be considered to be cleared funds for interest purposes in the customer's account on the fourth working day after payment into the customer's account. Funds so credited may only be withdrawn on or after the sixth working day from payment into the customer's account.
- 9.2 For all other cheques and drafts clearance for interest and withdrawal purposes will depend on the currency of the instrument and the Bank and country on which it is drawn. Full details of the procedures and clearance times of such cheques and drafts are available on request.

X LEGAL EXPENSES INDEMNITY

- 10.1 The customer hereby agrees that he shall on demand by the Bank promptly pay to the Bank such amounts as shall be sufficient to indemnify the Bank against its cost in respect of legal fees reasonably incurred in seeking advice in relation to the operation of this Agreement where the Bank deems such advice to be necessary as a result of any action of the customer and/or any inquiry by any third party in relation to the customer's account with the Bank which is outside the normal course of the customer's relationship with the Bank including, but not limited to, all reasonable legal fees incurred in connection with defending any proceeds brought directly against the Bank in relation to the customer's account with the Bank.

