

SPECIAL TERMS AND CONDITIONS FOR Fresh, Danske 24/7 Account, Danske Easy Plus, Danske Prestige Account

(Please note that these Special Terms and Conditions apply in addition to the General Terms and Conditions and the Brochures)

1. **Definitions**
In these Special Terms and Conditions, the following terms bear the following meanings;
Account means any and all of the following types of current account offered by us to our Personal Customers: Fresh, Danske 24/7 Account, Danske Easy Plus Account or Danske Prestige Account and "Accounts" means all of them;
Default Rate means the Bank's standard interest rate applicable to the product or the rate for that product as agreed between you and the Bank plus our surcharge rate of interest applicable at the time.
2. **Opening and Closing Accounts**
 - 2.1 The Account, except Fresh, is only available to Personal Customers who must be 18 years of age or over. The Account, except Fresh, can be conducted in joint names and you can request that we accept the instruction of only one of the joint Accountholders to operate the Account. If you decide that you wish to terminate joint account instructions, we will continue to debit the Account until any cards and cheque books issued in connection with the Account have been returned to us. Joint Accountholders are jointly and severally liable in respect of any overdraft whether authorised or not.
 - 2.2 In the case of a Fresh Account the following applies: (a) the Account is only available to Personal Customers between the ages of 12 and 17; (b) you will be eligible for the Fresh Account until you (becomes 17 years old. On that date, if we have not received instructions regarding the balance in your Fresh Account from you, we may close your Fresh Account in accordance with Clause 4 of the General Terms and Conditions or convert your Fresh Account to another type of account in our account range. The new terms and conditions applicable to your account will be advised to you if we convert your account in this way.
3. **Payments on your Account**
 - 3.1 Payments will be made from your Account provided they are authorised by you in a way agreed between us and there are sufficient funds in your Account or the payments are covered by an agreed overdraft facility. We reserve the right not to issue cheque books to the holders of Danske 24/7 or Fresh Accounts.
 - 3.2 SEPA Core Direct Debit Payments and SEPA Credit Transfers may be made from the Account subject to receipt by us of the required Payment Instruction. Existing Direct Debits and Standing Orders will, where such instructions exist and are valid at 1 February 2014, automatically migrate to the relevant SEPA Scheme by no later than 1 February 2014.
 - 3.3 Full details of the SEPA Core Direct Debit Scheme and the SEPA Credit Transfer Scheme are available from the European Payments Council www.europeanpaymentscouncil.eu and details of the SEPA Scheme and information relating to SEPA generally is available on the website www.danskebank.ie.
 - 3.4 For SEPA Direct Debits a SEPA Mandate is agreed between you and the Creditor who will instruct its payment service provider to collect the Direct Debit from the Account in accordance with that Mandate.
- 3.5 The original mandate must be held by the Creditor and you must notify that Creditor of amendments to or cancellation of that Direct Debit. [You hereby agree to notify us of [Direct Debits effected by you] any subsequent amendments or cancellations of a Direct Debit prior to next Collection.
- 3.6 Where we receive a Collection instruction in respect of a Direct Debit, we will take this as your authorisation to debit your account.
- 3.7 In the case of a SEPA Credit Transfer Standing Order instruction, the Payment Order instruction (in such form as we may specify) to set up the Standing Order shall be your authorisation of a payment by Standing Order.
- 3.8 To effect any Payment Order you will be required to provide certain information and which will include a Unique Identifier. For a Credit Transfer from the Account this will always include the Unique Identifier for the beneficiary account. In the case of a Direct Debit, a you will need to provide a Creditor with the Unique Identifier for the Account. To receive a payment by Credit Transfer to the Account you will need to provide the Unique Identifier to the Payer. The Unique Identifier for the Account have been provided to you and will be available on request.
- 3.9 Payment Orders on the Account must be cancelled in accordance with the Relevant SEPA Scheme and as provided for in Condition 15 of the 'General Terms and Conditions for all Products and Services'

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4. Payment Instruments

We will provide you with access to our Direct Banking services, before you can operate of these Direct Banking services you will have to agree to all applicable terms and conditions which will describe how payments can be made by you, what information you must give us to make a payment and how to keep your Payment Instrument(s) safe and secure.

5. Interest on Credit Balances

This Clause only applies to a Fresh , Danske Easy Plus Account and a Danske Prestige Account and any other references in these Special Terms and Conditions to the payment of credit interest only applies to these Account types. Subject to such conditions as we may impose from time to time, we will pay interest on cleared credit balances.

6. Overdrafts and Interest on Debit Balances

6.1 The Account should be operated in credit, or within an agreed credit facility, if applicable. No overdraft facility is available with a Fresh Account.

6.2 Borrowing can be arranged by overdraft on your Account. The limit and interest rate, and any security required by us, will be a matter for discussion and arrangement with us. Arrangement or renewal fees may be charged for establishing/renewing an overdraft facility. Details of these charges will be provided at the time the facility is discussed.

6.3 Any overdraft agreed will be confirmed by facility letter detailing the terms of the arrangement.

6.4 If your Account is overdrawn with our prior agreement, interest will be calculated on the overdraft up to the agreed limit at the rate agreed with us as detailed in the facility letter.

6.5 If your Account is overdrawn without first obtaining our agreement, or an agreed overdraft limit is exceeded, interest on the unauthorised overdraft will be calculated at the Default Rate or, where applicable, at the rate previously advised to you in the facility letter for unauthorised borrowing. Our default rate may vary in accordance with the General Terms and Conditions and is published on our website www.danskebank.ie. Charges may also be payable as set out in the applicable Brochure.

6.6 Unless we have agreed other terms with you in writing or unless we have obligations under applicable laws, regulations or regulatory requirements, we reserve the right to require immediate repayment at any time of all sums owing to us on your Account and/or to withdraw or reduce at any time any agreed overdraft facility.

6.7 You may repay the overdraft at any time without penalty.

6.8 We will not increase your overdraft limit unless we have first discussed the position with you and we consider it appropriate to do so.

6.9 In the case of the death of one party to an overdrawn Account, the survivor(s) will be jointly and severally responsible for the debt. This means that you and the other parties are liable together and also individually for these sums. The estate of the deceased person will also have liability.

6.10 If we decide to make payments from the Account when there are insufficient funds, any overdraft created is classed as unauthorised. This is also the case when you exceed any agreed overdraft limit. If we make such a payment from the Account, it does not imply that we will do this again on any future occasion and any such payments do not imply an agreed overdraft

arrangement with you.

6.11 Where applicable debit interest will be calculated on a daily basis on the cleared debit balance. Debit interest will be charged quarterly in arrears.

6.12 Debit interest will be calculated on unauthorised borrowing. This will be done on a daily basis on the cleared debit balance and charged quarterly in arrears.

6.13 Where appropriate, written details of fees and debit interest incurred on your Account during the previous charging period will be sent to you at least ten Business Days before the fees and interest are deducted from your Account.

7 Termination

This Agreement is of an indefinite duration i.e. it will continue until you or we terminate it in accordance with Clause 4 of the General Terms And Conditions.