

SPECIAL TERMS AND CONDITIONS FOR Current Account – Personal, Student Current Account, Freebank Current Account, Cashmaster Current Account, Principal Current Account and Current Account Budget

(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 off sale current account offered by us to our personal customers: Current Account – Personal, Student Current Account, Freebank Current Account, Cashmaster Current Account, Principal Current Account and Current Account Budget and “Accounts” means all of them;

Agreement means the General Terms and Conditions, the Special Terms and Conditions, the Brochures and any agreement between us and you relating to the Account and as amended from time to time, including any application you completed in respect of the Account and any Brochure or form you signed in respect of our use of your personal information;

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 the surcharge rate of interest applicable at the time; and

Special Terms and Conditions means the special terms and conditions applicable to the Accounts as herein contained.

2. Opening and Closing Accounts

2.1 Applications for new Accounts are no longer accepted. The Account is only available to personal customers who must be 18 years of age or over (or, in the case of the Cashmaster Current Account, 16 years of age or over). The Account 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 by us or not.

3. Payments from 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.

3.2 You can make payments from your Account by Direct Debit or standing order. In the case of a Direct Debit, receipt by us of a signed Direct Debit mandate or such other documentation/information which we may in our discretion request will be your authorisation of a payment by Direct Debit. In the case of a standing order your signed instruction (in such form as we may specify) to set up the standing order shall be your authorisation of a payment by standing order. To avail of these Payment Services we will ask you to give us a Unique Identifier to enable us to identify each payee.

3.3 We may provide you with access to our eBanking Service and our 24 Hour Telephone Banking Service. Before you can use either of these services you will have to agree to the Special Terms and Conditions that apply to each service. Those Special Terms and Conditions describe how payments can be made by you, what information

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you must give us to make a payment and how to keep your Payment Instrument(s) safe and secure. We may give you a Payment Instrument which you can use to make payments from your Account. Before you can use your Payment Instrument to make payments from your Account you will have to agree to the Special Terms and Conditions which apply to the Payment Instrument. Those Special Terms and Conditions describe how payments can be made by you and how to keep your Payment Instrument safe and secure.

4. Standing orders and Direct Debits

4.1 You may cancel a standing order authority or stop an individual payment by notifying us in writing. Any payment which is due to be debited to your Account after receipt of your instructions will be dealt with accordingly (in such circumstances you should always inform the originator or payee of the Direct Debit directly).

4.2 Our authority to pay Direct Debits on your behalf may be cancelled by you notifying us in writing, but you must let us know as soon as possible and at least the business day before the Direct Debit is scheduled to be debited from your Account. Any Direct Debit received by us after receipt of your instruction will not be paid.

4.3 We may decide not to pay a Standing Order or Direct Debit if it would cause your Account to become overdrawn without our agreement.

5. Interest on Credit Balances

Interest is not payable on a Current Account Budget any other references in these Special Terms and Conditions to the payment of credit interest will not apply to that Account. For all other

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accounts interest on cleared credit balances will be calculated on a daily basis and be credited to your Account as follows:

(i) annually in arrears for Freebank Current Account and (ii) quarterly in arrears for a Student Current Account, Cashmaster Current Account and Principal Current Account.

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 Freebank Current Account or a Cashmaster Current 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 your Account Manager. 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, 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 or pay cheques 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 for a Current Account – Personal, a Student Current Account, a Principal Current Account and a Current Account Budget.

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 or annually in arrears for Freebank Current Account.

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. Student Current Account

In the case of a Student Current Account the following applies:

7.1 The Account is only available to personal customers who must be students in full-time education enrolled in a third level course. You agree that we will be your primary banker and that the majority of your funding e.g. parental contribution, earnings or student benefits, will be paid into your Account.

7.2 You are eligible for a number of associated benefits which include preferential rates or terms on various other Bank products Any application for an associated benefit is subject to age and status. Details are available on request. We may vary, amend or add to the number of any such associated benefits at any time. We will advise you of any such changes by notice on our website and/or in the National press.

7.3 You will be eligible for the Account and the associated benefits for a period of six months after you have completed your studies. The Account will then be amended to an appropriate alternative current account, unless you have

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previously agreed with us otherwise.

8. Termination

- 8.1 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.