# Deposit Product Specification 120 Day Notice Account



This Specification sets out the key information you need to know about your Account. Please read it carefully together with our Guide to Your Account Terms and Conditions as they form part of our agreement with you.

Summary Box				
Account name	120 Day Notice Account			
What is the interest rate?	Balance	Gross p.a (variable)*	AER (variable)**	
	£0.00 to £9,999.99	0.00%	0.00%	
	£10,000+	4.10%	4.10%	
	Interest is currently paid on a flat basis which means you will earn or rate based on the balance held in this Account. Interest is calculated and paid quarterly (December, March, June and September) on the business day of each quarter and on account closure.			
What are the parameters of the account?	The minimum deposit for this Account is £0.00 and the maximum depo is £2,000,000.			
		permitted at any time hov rement for 120 days prior i	-	
Effective date	Interest rates are correct as at 5 <sup>th</sup> October 2023 and are subject to variation. This Account is subject to availability and can be withdrawn at any time.			
Can Weatherbys Bank Limited change the interest rate?	Yes, the interest rate is variable. Where we increase the rate we will provide you with notice either before the change happens or as soon as possible afterwards. If the rate goes down, we will provide you with at least 14 days prior notice.			
What would the estimated balance be after 12 months	Deposit amount	Interest earned	Balance after 12 months	
on a range of deposits?	£50,000	£2,081.73	£52,081.73	
	£100,000	£4,163.47	£104,163.47	
	£1,000,000	£41,634.69	£1,041,634.69	
	These figures are for illustrative purposes only and assume you do not make further deposits or withdrawals, any interest earned remains in the Account and the interest rate has remained the same during the 12 month period. They do not take into account your individual circumstances.			

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How do I open and manage my account?	You must be a private individual aged 18 years or over and a UK resident to open this Account. You can open your Account by contacting us.  You can manage your Account by telephone, email or post and view it using our Online Banking or Mobile App, where you have these services.  We will send you confirmation of your initial Deposit within 14 days of the Account being placed in funds.	
Can I withdraw money?	Full or partial withdrawals are subject to providing us with 120 days prior notice which can be made by contacting us by telephone or by writing to us, including email. Withdrawals are not permitted without prior notice having been provided.	
Additional information	*Gross is the interest rate you'll receive before applicable tax is deducted from your account. p.a means per annum.  **AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and compounded once each year.  We do not deduct tax from the interest we pay to you. Please note it is your responsibility to ensure that any tax due on interest payments received is paid to the appropriate tax authority.  This Account is subject to availability and can be withdrawn at any time.  Cooling off Period  If you are not happy with your Account, you have a 14-day period in which to contact us to cancel it. This period begins on the day the Account is opened or the day you receive the contract, terms and conditions and other information, on paper or electronically, whichever is the later. If you contact us within this period to cancel your Account, we will return to you the sums deposited with us but you may not receive the accrued interest to the date of closure.	

Weatherbys Private Bank is a trading name of Weatherbys Bank Ltd and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 204571. Weatherbys Bank Ltd is registered in England. Registered number: 2943300. Registered Office: Sanders Road Wellingborough Northamptonshire NN8 4BX.

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#### Additional Terms

- 1.1 These terms apply in addition to our Guide to Your Account Terms and Conditions which set out the various rights and obligations each of us have in relation to your Account. Further copies of these terms and conditions can be obtained on request at any time by telephoning your private banking team or the Bank Helpdesk on +44 (0) 1933 543 600, or by visiting our website at www.weatherbys.bank. It is important that you read and understand them and if you have any queries at all, please contact us.
- 1.2 In the event of any inconsistency between these Additional Terms and our Guide to Your Account Terms and Conditions, these Additional Terms will apply in relation to this Account.

#### Access and non-transferability

- 2.1 This is a Notice deposit account which is a savings account in which your deposits are kept until we receive your withdrawal instructions. It has no defined maturity date. The Account is not a payment account and has restricted access. A restricted access account is an account where you cannot make day to day payments such as direct debits or card payments, or has other payment restrictions, such as the requirement to give prior notice of withdrawals.
- 2.2 You may not transfer ownership of your Account to anyone else nor use it as security for any borrowing.

#### Initial and additional deposits

3.1 Your initial deposit and any additional deposits can only be made in Sterling. You can make additional deposits at any time.

#### Eligibility

- 4.1 You must be aged 18 years or over and be a UK resident to be eligible for this Account. The Account can have a maximum of two joint account holders.
- 4.2 We reserve the right to refuse a deposit or decline to open this Account.
- 4.3 The Account is only available in Sterling, deposits can only be made into this Account by either a Sterling cheque drawn on a UK bank, a transfer from an existing Weatherbys Bank account, provided that Account is in Sterling, or by Sterling transfer from an account held by you with another UK bank. Where the Account is held in joint names, deposits can be made from an account with a UK bank held in the name of one or more of you.
- 4.4 You can operate your Account by post, telephone, and, when registered, view the Account using our Online Banking service or our Mobile App, where you have these services.

#### Withdrawals from your account

- 5.1 You may make full or partial withdrawals at any time subject to providing us with the required period of notice as stated in the above Summary Box. If the notice due date falls on a non-business day, we will process the transaction on the next business day.
- 5.2 Requests for withdrawals, including the closure of an account, must be in accordance with the applicable notice period. Withdrawals are not permitted without prior notice having been provided. In the case of withdrawals or closure of an account for which due notice has been given, interest will continue to be earned at the contractual rate until such withdrawal or closure.
- Prior notice of withdrawal can only be made by contacting us either by telephone or by writing to us, email included. We do not accept notice through our Online Banking or Mobile App, where you have these services with us. Where the required notice of withdrawal is made, you can receive your funds via Faster payment or by CHAPS (subject to an administration charge). All withdrawals are subject to appropriate security checks and can only be paid into a UK bank account in your name or where the Account is held in joint names, into a UK bank account held in the name of one or more of you.
- 5.4 If on the seventh calendar day following the proposed withdrawal date you have not carried out the transaction for which you gave notice, the notice will expire, and any withdrawal made afterwards will be subject to a new notice period as specified in the product documentation provided to you for this Account.

#### Interest

6.1 The rate of interest payable on your Account is variable and is subject to change.

- 6.2 Interest accrues on a daily basis and will be credited to the Account quarterly in December, March, June and September of each year on the last business day of the relevant quarter. Interest is paid to you gross without any deduction for tax.
- 6.3 Any tax liability on the interest earned on your deposit will apply in the tax year in which the interest is paid irrespective of the period over which the interest accrues. It is your responsibility to ensure that any tax payable is paid.

# Sharing information about you with tax authorities abroad

7.1 If we consider that you are required to report your income or are subject to tax in another country, we are required to share information about your Account with the UK or other relevant tax authorities. If we need to request additional documentation or information from you about this, you must provide it. If you do not, we may have to close your Account or where required to do so, withhold part or all of the deposit and interest accrued in this Account.

#### **Statements**

8.1 Statements are issued monthly, subject to account activity, and can be viewed via our Online Banking or Mobile App where you have these services.

#### **Depositor protection**

9.1 Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). For further information about the compensation provided by the FSCS, please refer to the FSCS website at www.fscs.org.uk.

#### What happens if you die or become bankrupt?

- 10.1 If you die and hold the Account in your sole name then we will repay the deposit and any interest that has accrued, without notice or loss of interest. We will do this when we receive the necessary legal documents to confirm the death and to confirm the authority of your representatives. If more than one of you hold the Account in joint names, and one of you dies, the other may choose to transfer the Account to their sole name for the remaining term or they may ask us to repay the deposit and accrued interest without notice or loss of interest.
- 10.2 If you become bankrupt, when we receive the necessary legal documents to confirm the bankruptcy and confirmation of the authority of the person administering your estate, we will repay the amount of the deposit and any interest that has accrued. If you hold the Account in joint names, we will require their instructions as well as those of the person administering your estate.

# Changes to these terms

11.1 We may change these Additional Terms at any time, provided the change is favourable to you or where we have to make a change because of a change in the law or regulation and there isn't time to give you notice. We will give you at least 2 months' notice of any other change. Notice will be given by email where we hold your email address, by post, or via Online Banking or Mobile App where you have either of these services.

### Our liability to you

- 12.1 We will not be liable to you for any losses you suffer because we cannot carry out our responsibilities under this agreement as a result of anything we cannot reasonably control. This may include for example any electronic device, hardware or software failing to work and postal delays. Where this does not apply, or a different level of liability is imposed by law, we will be liable for losses suffered by you as a result of any failure or delay in carrying out your instructions but in no circumstances will we be liable to you for losses caused by delays in verifying your instructions, undertaking security checks, loss of business, loss of goodwill, loss of opportunity, loss of profit, or any loss that we could not have reasonably anticipated.
- 12.2 Nothing in this agreement will exclude or limit any liability either we or you have as a result of acting fraudulently or any duty or liability we may have to you under applicable law or liability which cannot lawfully be excluded.

#### **Ending this agreement**

13.1 We reserve the right to end this agreement and close your Account immediately at any time during its term if we reasonably believe that in allowing it to continue we may break the law, regulation or other duty that applies to us. In such circumstances we will ordinarily return the deposit and any accrued interest to you to the date of closure.

### **Severability**

14.1 Should any part of these Additional Terms be deemed to be invalid or unenforceable, all the other terms and conditions will remain fully effective.

## **Governing Law**

- 15.1 The laws of England and Wales will apply to this agreement and any dealings we have with you before you open your account.
- 15.2 Any dispute about this agreement will be dealt with by the courts of England and Wales unless you live in Scotland, then any dispute with be dealt with by the courts in Scotland.

### Cooling off period

16.1 If you are not happy with your Account you have a 14 day period in which to contact us to cancel it. This period begins on the day the Account is opened or the day you receive the contract, terms and conditions and other information, on paper or electronically, whichever is the later. If you contact us within this period to cancel your Account, we will return to you the sums deposited with us but you may not receive the accrued interest to the date of closure.

# If you are unhappy with our service

- 17.1 We pride ourselves on providing an excellent level of customer service but there may be times when you might wish to complain about something we did not get quite right.
- 17.2 You can complain by post, email or by telephone. Our Guide to Your Account Terms and Conditions provides further information about how we deal with any complaints.
- 17.3 If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at Exchange Tower, London E14 9SR (Tel: 0800 023 4567). The Financial Ombudsman Service is an organisation that provides a free and independent service for resolving disputes with financial firms. You can obtain further information by visiting www.financial-ombudsman.org.uk

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