

# Welcome to Banco HALIFAX. Banking *can* be simple

## The small print

we speak your language

# General terms & conditions

1. The accounts referred to in these Terms and Conditions are personal and non transferable. If the account is in joint names, all parties must jointly participate to be able to exercise any right derived from the referred accounts before Banco Halifax Hispania, S.A.U. (hereinafter referred as 'the Bank').

In the case of either to sign accounts, either account holder may exercise their rights individually before the Bank, with the signature of the account holder. Closure of the account requires all account holders to sign.

Regardless of whether the account is joint or sole, the Bank is expressly authorised to pay into the account any amount handed over by any sole account holder of the account. All account holders are solely responsible before the Bank of all the obligations resulting from the account and, in particular, from those derived from funds taken from overdrawn accounts.

The Bank will continue accepting the authorities granted to the account holder or authorised persons to exercise the rights derived from the account until such time it receives notification, via a certified letter or other sufficient means that modifies, or revokes such authorities. If the said notification is not received, the Bank will assume no responsibility whatsoever. When there are co-account holders, any modification or revoke of these authorities granted to account holders or authorised persons must be made by all account holders.

2. The holder of an account may withdraw funds from the account via a cheque issued by the Bank, a bank transfer or cash. However, cash withdrawals over three thousand euros (€3,000) must be notified at least 48 hours before withdrawal. Cash withdrawals over one hundred thousand euros (€100,000) will not be accepted.

The Bank may establish other means of withdrawal of funds from the accounts, commonly admitted by normal banking practice. These other forms of withdrawal will be communicated to the account holders.

3. Any address provided by the customer at the time of opening the account will be used by the Bank. Any communication sent to the account holders at the registered address will be considered as received. When the account or deposit has several account holders, the communication to any one of them or the person specifically designated by the other holders will produce the same effect in respect to the other holders, regardless of whether the account is joint or separate.
4. Bank Statements will be provided monthly detailing all transactions. The customer may send a written request demanding an explanation of some of the entries contained in the statements 15 days after receipt of same. If no request is received, the Bank will consider that the customers have no objection whatsoever and that the entries are correct.
5. The Bank is authorised to transfer funds from the account holders' accounts to compensate where a debit balance has occurred.
6. The duration of the accounts or deposits referred to under this contract is indefinite and may be cancelled upon written request by any of the parties.
7. **a)** The Bank will charge administration and maintenance fees in the amount and dates quoted in the Terms and Conditions as well as the Commissions, Rate, Terms, Conditions and

Expenses leaflet and Calculation of Interest for Debits and Credits leaflet.

Likewise, the account holder will be liable for any commissions detailed in the Commissions, Rates, Terms, Conditions and Expenses leaflet and Calculation of Interest for Debits and Credits leaflet for operations derived from requests by third parties in favour of account holders, including taxes and expenses (communications, VAT, charges from other banks) derived from the present Terms and Conditions or that may come from any other operation.

**b)** The Bank reserves the right to modify the applicable interest rates that figure in the Interest Rate leaflet as well as any commissions or expenses incurred previously agreed on. These modifications may be made via any of the procedures detailed below:

1. Interest rates may be communicated individually to each customer or alternatively in the general press. In either case the communication must be made in due time prior to application of the new rates. Interest rate changes may also be displayed in the branches.

2. Applicable commissions or expenses due may be communicated personally to the customer or displayed in the branch.

However, all rates published are of immediate effect on those operations derived from specific and individual requests from the customers. The formula used to obtain the absolute interest earned from a nominal rate is as follows:

$$\frac{\text{Capital} \times \text{Interest Rate} \times \text{Time (in days)}}{36,500}$$

8. Amounts deposited other than cash, will not be available until such time as these amounts are cleared. However, the Bank will exercise the maximum diligence in the handling of documents to accelerate the availability of the funds in the customer's account.
  9. All present and future expenses and dues derived from the present Conditions or other operations related to the account will be charged in the customer's account.
  10. The customer will receive a copy of the present Terms and Conditions, Commissions, Rates, Terms, Conditions and Expenses leaflet and the Calculation of Interest for Debits and Credits leaflet as specified in clause 7 as they form an integral part of this document. By signing the application form the customer acknowledges receipt of them.
- The Bank, by its own means or through third parties, may verify the authenticity of the customer's data and the documents handed on its own account or via third parties, and operation of the account may be suspended until the Bank is satisfied as to the authenticity of the customer's data and the documents.
11. The Bank with registered address at C/ Anabel Segura 16. Edif. Vega Norte II - 28108 Alcobendas (Madrid), as the entity responsible for administering the data, guarantees full compliance with Organic Law 15/1999 on personal data protection, and for the purposes established under current legislation, the customer is hereby informed and consents to the incorporation of all of his/her personal data that may derive from the enquiry, application or contract for any

product or service that may take place or may have taken place via the Bank, or any other transaction or operation carried out, into the automated files that exist at the Bank and to their automated treatment for commercial, financial, operational or statistical purposes and for customer management purposes and the maintenance of the entity's contractual relationship.

Furthermore, the customer hereby consents, for the purposes of valuation, delimitation and analysis of his/her risk when contracting the product or service requested using internal risk valuation (scoring) tools, for the prevention of fraud and in order to adapt offers of financial products and services to his/ her individual profile and for making valuation models, as appropriate, notwithstanding the right to be informed about the criteria and programs used and the right to oppose such data treatment at any given time.

The customer hereby consents to the sending of commercial communications, including commercial communications via electronic means, for the purposes established in article 21 of the 34/2002 Act on information society and electronic commerce services, about financial or insurance products sold by the Bank or by entities belonging to the Lloyds Banking Group plc. The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com). For these purposes "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us.

Personal data collected by the Bank is required for the purposes stated. The recipients of this data will be the commercial and technical services of the Bank. Personal data collected by the Bank and incorporated into automated files will be destroyed after 6 months according to the current legislation.

The customer hereby consents that his/her data may be transferred, exclusively for the purposes referred to in the above paragraphs, and for the purpose of sending commercial communications, including via electronic means, to the entities that are principally dedicated to finance, insurance, property, the distribution or sale of consumer products, leisure or entertainment that belong to the Lloyds Banking Group plc, especially Halifax Servicios y Gestiones, S.L.U. of registered address C/ Anabel Segura 16. Edif. Vega Norte II - 28108 Alcobendas (Madrid), a Lloyds Banking Group plc entity that is responsible for the processing and coordination of mortgage transactions and other asset transactions in relation to property valuation entities and other entities that may intervene in the formalisation of the mortgage.

When opening a Xtra Account the customer also accepts the transfer of his/her data to Zurich España, Compañía de Seguros y Reaseguros, S.A. of registered address at Via Augusta 200, Barcelona and consents to receive information from this company for the purposes of the "Halifax Club".

Consent by customers to have their data processed or passed on as established in the above paragraphs is always revocable with no backdated effects, in accordance with articles 6 and 11 of Organic Law 15/1999 of 13 December. Consent given may be withdrawn at any time and any of the aforementioned rights may be exercised via the channels listed in the following paragraph.

The privacy policy of the Bank ensures that rights to access, correct, cancel, and oppose the data and to be informed about valuations in all cases, may be exercised under the terms established in prevailing legislation,

by writing to the Customer Service Department of BANCO HALIFAX HISPANIA, S.A.U. at C/ Albasanz, 15, 28077 Madrid, or by sending an e-mail to [atencion.cliente@halifax.es](mailto:atencion.cliente@halifax.es).

- Credit entities and other payment service providers, payment systems and providers of technology services related to those entities that transmit data used to carry out the transaction, may be obliged under national or state legislation where they operate, or due to agreements with such countries, to provide information about the transaction to the authorities and official organisations of other countries, inside and outside the European Union, as part of preventing terrorist financing, serious forms of organised crime and money laundering.
- The General Conditions agreed on above are supplementary to the Specific Conditions agreed for each type of account.

Current Terms and Conditions are under the jurisdiction and interpretation in accordance with Spanish Legislation. For any legal action or claim derived from this contract, both the Bank and the account holders renounce to their corresponding Courts of Justice and submit themselves to the jurisdiction of the Courts of the capital of the province wherein the branch where the account is opened is located.

## Specific Conditions for Current Account and Xtra Account (residents and non residents)

- The opening of the account will require an initial minimum deposit of six hundred Euros (€600).
- Interest will be applied to these accounts twice yearly from the date the account is opened (Current) or annually on the date of the anniversary of the opening date (Xtra Account). This interest will be calculated by applying the effective interest rate at any moment, based on the scale composed of different levels over the account balance at the end of each day, if and when this balance reaches a minimum balance required at any time, for the number of effective days and on the basis of a 365 day year (nominal and APR, per the formula contained in Bank of Spain's Circular 8/1990, Official State Bulletin of September 1990).
- The customer may withdraw any existing balance via cheques used from the cheque book supplied by the Bank on account opening and upon the customer's request. The withdrawal of funds may also be made by means of payment by standing order of payments in the proper account, debit charge card transactions, transfers and other debit/credit documents or legal papers the Bank may consider valid.
- The customer is obliged to protect the cheques given by the Bank diligently and must inform the Bank of any robbery, pilferage, loss, deterioration or forgery on these cheques. If the Bank is not immediately informed, it will have no responsibility whatsoever for paying out any of the cheques cashed before the information is received.
- The Bank will not be obliged at any moment to accept overdraft situations on the accounts. When such situations occur, the amounts owed should be immediately paid out by the customers, without the need to claim these amounts. The Bank will charge interests and commissions established at any given moment on the overdraft balances.
- Once the account is closed, the customer must withdraw any balances in the account. The unused cheques remaining in the cheque-book and the Visa Cards issued must be returned to the Bank.

















