

Charity

Terms and Conditions

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Your terms and conditions

Here are the terms and conditions of your Virgin Money Charity Account. Together with your Key product information sheet with Summary box, they make up our agreement with you. This agreement will continue until your account is closed.

They won't be the most exciting thing you'll read today, but they could be the most important. So please take the time to read through them (a cup of strong coffee and a comfy chair may help).

If we talk about your KPIS, we mean your Key product information sheet with Summary box.

If you need extra copies at any time, just ask in Store, call us on 0345 600 7301* or go online. And just so you know, if anything in here is different to the information in your KPIS, your KPIS will take priority.

Your KPIS will tell you whether you have a payment account or non-payment account.

Can I get this in a different format?

Of course. If you need this in another format (e.g. braille, large print or audio) please just let us know:

By email: disability.awareness@virginmoney.com

By phone: **0191 279 5300***

Finding things tough to get your head around?

Don't worry, we're happy to take a bit more time to explain things if that would help. Just call us on 0345 600 7301* and chat to one of our team.

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1. Who provides the account?

1.1 Your account is provided by Clydesdale Bank PLC (trading as Virgin Money).

1.2 Our Main Office:

Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL.

Website: virginmoney.com

Phone: 0345 600 7301*, or +44 191 279 4405 if phoning from abroad.

1.3 Our working days (also referred to as business days) are Monday to Friday, excluding bank holidays. A Saturday and Sunday may be a working day depending on how you make or receive a payment. For Store opening times visit www.virginmoney.com or call your local Virgin Money Store.

2. Who can open a Virgin Money Charity Account?

2.1 You can open an account if you are a Charity or organisation registered with the Charity Commission for England and Wales, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator or, for organisations, registered with Her Majesty's Revenue & Customs. The account must be managed by at least two Trustees but no more than three.

2.2 You cannot open an account if:

- your registered address is 'care of' or not within the UK;
- one of the Trustees does not live in the UK for tax purposes; or
- any of the Trustees are under 18 years old.

2.3 Please note, we may turn down your application to open an account.

2.4 Accounts can only be opened and operated through our Main Office – please see your KPIS for information. However, you can pay in and withdraw cash over the counter at some of our Stores¹.

3. How do I pay money into the account?

3.1 You can pay money into your account by:

- electronic transfer (such as CHAPS or Faster Payments);
- cash via some of our Stores¹;
- cheque; or
- transferring money from another account with us.

3.2 All payments into the account must be in pounds sterling.

3.3 Electronic transfer

- You can transfer money into the account by electronic transfer from another account. It will

be credited to the account and available for withdrawal on the day it is received by us.

- We may be asked by another bank to return a payment that has been paid into the account by mistake. If we reasonably believe this to be the case, we will return it. We may also be required by law to pass on information about you or your account to the other bank. We will always try to contact you first but if we can't, we will let you know as soon as possible afterwards.

3.4 Cash

You can pay cash into the account at some of our Stores¹ and it will be available to withdraw immediately.

3.5 Cheque

- You can pay cheques into your account at any of our Stores¹ or you can post them, with a covering letter stating the Charity name and account number, to our Main Office.
- Cheques must not be written for a date in the future.
- You shouldn't pay cheques in that are more than six months old. If you do, we might not accept the cheque or it might bounce. We'll let you know if there are any issues.
- When you pay a cheque in, the time it takes the money to earn interest, be available to withdraw and to definitely belong to the charity will depend on the system that we use to process your cheque. The system we use will change gradually from the '**2-4-6**' system to the '**cheque imaging**' system. If you're not sure which system applies, you can ask us in Store or by calling us.

• If the cheque is processed using the '**2-4-6**' system

If we receive the cheque before 3pm on a working day, we'll sort it that day. The cheque will start to earn interest **two** working days after that. After **four** working days, you'll be able to withdraw the money, but there is still a chance the cheque could bounce. After **six** working days, you can be sure the money's yours and that it won't bounce.

If we receive the cheque after 3pm or on a Saturday, Sunday or a bank holiday, we'll treat it as though we received it on the next working day.

• If the cheque is processed using the '**cheque imaging**' system

If we receive the cheque before 4.30pm on a working day, we'll sort it that day. You can withdraw the money and be sure it's yours by the end of the next working day. It'll start to earn interest then too.

If we receive the cheque after 4.30pm or on a Saturday, Sunday or a bank holiday, we'll

treat it as though we received it on the next working day.

- If a cheque bounces, we will let you know. If it's already been paid into your account, we'll take the money back. You won't earn interest on that money.
- A cheque from someone who has recently switched their bank account can take up to an extra two days to process if the cheque is from their old bank.
- Banking of cheques will always be subject to the rules and clearing processes of any cheque clearing system(s) used by us.

4. How do I take money out of the account?

4.1 You can only take money out of the account in the following ways:

- electronic transfer to another UK bank or building society;
- cash via some of our Stores¹;
- cashier cheque; or
- transfer to another account with us.

4.2 You can only make a withdrawal if there is enough money in the account.

4.3 You can authorise us to make payments by giving us written instructions signed by the Trustees managing the account in Store¹ or by post to our Main Office. You must check that the details are correct before asking us to make a payment.

4.4 You can authorise us to make withdrawals at some of our Stores¹ by signing a withdrawal slip. You will need to bring suitable identification, written instructions signed by the minimum number of Trustees.

4.5 If you make a payment we will, at your request, let you know:

- the maximum time it takes us to make the payment; and
- any charges you need to pay.

4.6 Electronic transfers

- You can only make an electronic transfer to your nominated account (see your KPIS for more details).
- If you have asked us to make a payment straight away, you will not be able to cancel your instruction. If the payment date is in the future, you can cancel it at any time up to 5pm on the working day before the payment is due to be made, but not after that.
- To make a payment within the UK, you will need to tell us the sort code and account number of the account you want to make a payment to. For your security, we may get in touch to confirm details before releasing the payment. If you provide the wrong details, we will not be

liable but we will try to recover the payment. If you ask us to, we will give you all of the information we are allowed to by law to help you get the money repaid.

- If possible, we will send your payment by Faster Payments. This means it will leave the account on the same day or an agreed date in the future. The payment should reach your nominated account within a few hours but no later than the end of the next working day.
- If you request a CHAPS transfer before 5pm on a working day, we will send your payment and take the money from your account on that day or on any future date you request. The minimum payment for a CHAPS transfer is £250. The transfer should reach your nominated account by close of business on the working day it is sent. Instructions received after 5pm, or on a non-working day, will be processed the next working day.
- If you want to send a CHAPS transfer, you will be charged for doing this. Please see section 9.1 for fee details.

4.7 Cash

- Withdrawals will leave the account on the same working day you request them.
- You can withdraw up to £2,000 in cash each day at some of our Stores¹. Larger cash withdrawals can be organised – please get in touch beforehand to arrange this.

4.8 Cashier cheque

- The money will leave your account on the working day the cheque is issued.
- You can request a cheque to be withdrawn from the account in Store¹ or by writing to our Main Office. If this cheque is then not used and paid back in at a later date, you will not receive interest on this amount from the date the cheque was withdrawn until it is paid back in.
- Cheque withdrawals for more than £500,000 must be requested in advance as they can only be processed at our Main Office on a working day.
- If a cheque withdrawn from your account is lost or stolen, you must tell us as soon as possible, you may also need to provide confirmation it has been lost, through a signed statement or police crime number if stolen.

4.9 Transfer to another account with us

You can ask us to make a transfer to another account you hold with us in writing, in Store¹ or by writing to our Main Office. If we receive your request for a transfer before 5pm on a working day, the money will be transferred on the same day. Otherwise, it will be transferred the next working day.

4.10 **Can you refuse to carry out a payment instruction?**

We can refuse to carry out your payment instruction, and we will let you know as soon as possible by phone or letter. If we can and the law allows, we will explain why and whether you can do anything to solve the problem.

4.11 We will refuse to act on an instruction if we believe:

- it was not given by you;
- it was not clear;
- the sort code and/or account number is invalid for the payment method;
- it might cause us to break the law (such as where we have a reasonable suspicion that the funds are the proceeds of crime) or a contractual duty; or
- your account is being used for an illegal purpose.

5. **How do I take money out if I have a notice account?**

5.1 If your account requires you to give notice before making a withdrawal or closing it, please call us on 0345 600 7301* or write to our Main Office or visit any of our Stores.

5.2 You must provide the required number of days' notice before making a withdrawal or closing your account.

For some notice accounts, you can make a withdrawal or close the account without providing the notice period. If you do, you will lose the interest you would have earned during the required notice period on the amount of the withdrawal. If you close your account and we have already paid interest to you, we will take the relevant amount from your balance. Please also refer to your KPIS for details.

5.3 Any notice will be valid for 14 days after the notice period has ended. After this has passed, if you want to make a withdrawal or close the account you must give us new notice and the notice period will start again. Continuous notice is not permitted. The total amount of money you can have on notice at any one time must not exceed the balance of your account when the notice is given.

5.4 We will not automatically make a withdrawal when your notice period ends. You must contact us again and give us instructions to make a withdrawal or close the account.

6. **How do I check the account and how will Virgin Money stay in touch with me?**

6.1 **Checking the account**

The account record will be in the form of a statement.

We'll send you a statement every month that money is paid into or taken out of your account. And we'll post a statement to you once a year.

6.2 The account record will show:

- the dates and amounts of any transactions on your account;
- any charges on such transactions with a breakdown; and
- a reference so you can identify each transaction made electronically and the sender.

6.3 You must check this record carefully. If you think there is something wrong, you must let us know so we can correct any mistakes.

6.4 **Communication**

We'll stay in touch with you by writing to you at your registered or trading address, by phone or by emailing your account signatories.

6.5 We will not accept requests to post anything to an address that is not the registered address.

6.6 We will write to you at least once per year with details of our current, variable rate savings accounts and the interest rates that apply to them.

6.7 We will only ever write to you in English.

7. **What happens if the account has more than one Trustee?**

7.1 Any two of the Trustees can give us instructions, including withdrawing the full balance and closing the account, without the knowledge or agreement of the other Trustee(s), unless you tell us otherwise.

7.2 All of the Trustees, both together and separately, are responsible for complying with the terms and conditions of the account and are fully responsible for any money which may become due to us under them. This means we have the right to demand payment of the full amount of any money owed to us, not just a share of it, from any one of you.

7.3 We will post all information to the registered address on the account.

7.4 If you want to change a Trustee you must all agree to this. We may need to close the account and open a new one in just the names of the new Trustees.

7.5 If you tell us, or we become aware, of a dispute between you, we will need all instructions to be in writing and signed by all of you.

7.6 If a Trustee dies, the account will be transferred into the name of the remaining Trustees. Until we receive documentary evidence of death the transfer will not be completed.

8. What interest rates and tax apply?

- 8.1 You can find details of the interest rates and the date(s) interest is paid in your KPIS. We will calculate interest up to and including this date.
- 8.2 Cash and electronic transfers will earn interest from the day we receive them.
- 8.3 You can find information about when cheques paid into your account will start to earn interest at section 3.5
- 8.4 If you transfer money between accounts with us, interest will be paid as follows:
- up to the day before the transfer in the account you are transferring money from; and
 - from the date of the transfer on the account you are transferring money to.
- 8.5 Interest is calculated on the available money in the account at the end of each day.
- 8.6 If you have asked us to transfer the interest to another account, we will do this on the working day interest is paid but we will only do this if the interest is greater than £1.00.
- 8.7 You can find out current interest rates for all our savings accounts online at virginmoney.com, by contacting one of our Stores¹, by phoning or writing to us at our Main Office.
- 8.8 If you ask us we will provide a full explanation of how we work out interest.

9. What are the charges?

- 9.1 We charge for the following standard services:

Service	Charge
CHAPS transfer	£25 per transfer
Copy statement	£10 per statement

- 9.2 We can change the services we provide from time to time.
- 9.3 We can take the charge from the account, or you can pay it by cheque. We may refuse to provide you with the service if you do not have enough money to cover the charge(s).
- 9.4 We do not have to provide you with any non-standard services. However, if we do, we can make a reasonable charge for it but we will tell you the charge first.

10. Can the terms and conditions, interest rates or charges be changed?

- 10.1 We can make changes to the terms and conditions of the account for any one or more of these reasons:
- to take account of changes in technology or the systems we use (including developments in

digital banking) and changes we may make in the way we look after the account;

- to meet our regulatory requirements, any change in the law or decision by an Ombudsman, code of practice or regulatory guidance;
- to make them clearer or more favourable to you or to correct errors;
- to allow us to harmonise the terms and conditions should we acquire the accounts of, or take over or merge with another provider of savings accounts; or
- to introduce or remove services or facilities to the account.

- 10.2 We will give you at least two months' notice in writing before the change(s) take effect. If we do not hear from you during this period, we will assume you have accepted the changes. In the meantime:

- If your account is a payment account, you can close or transfer your account at any time without charge.
- If your account is a non-payment account, you can close or transfer your account at any time and without charge during this two month period if the change is to your disadvantage. If the change is to your advantage, you can close or transfer your account without charge by giving the required notice on your account.

10.3 Interest rates

If you have a variable rate account, where the rate can go up or down, we may increase the interest rates at any time, without telling you in advance. We will tell you about any rate increase as soon as possible either by:

- letter sent to your correspondence address;
- displaying a notice in our Stores;
- displaying a notice on our website; or
- any other appropriate method.

- 10.4 We will respond in a reasonable way to reduce a variable interest rate for any one or more of these reasons:

- a change in the Bank of England Base Rate (or any other rate that replaces it);
- a change, or anticipated change, in money market interest rates or the cost to us of money we lend to our borrowers;
- a change in market conditions or the interest rates paid by other providers of personal savings accounts;
- an actual or reasonably expected change in the costs of providing the account (including our funding costs); or
- to allow us to harmonise the interest rates we pay should we acquire the accounts of, or take

over or merge with, another provider of savings accounts.

10.5 We will write to tell you of a reduction in the interest rate on the account in one of the following ways:

- If you have a payment account, we will tell you at least two months before the rate reduces. You can close or transfer your account at any time without being charged.
- If you have a non-payment account that is not also a notice account, we will give you at least 14 days' notice before the rate reduces. You can close or transfer your account within 30 days from the date of the notice without being charged.
- If you have a notice account, we will give you at least 14 days' notice plus the same notice as the notice period on your account before the rate reduces. We will also send you a reminder of the reduction no more than 14 days before the rate reduces. You can close or transfer your account by giving your usual notice. Please see your KPIS for details.

If we do not hear from you during these periods, we will assume that you have accepted the changes.

Changes to charges

10.6 We can introduce new charges or vary existing charges because our administrative costs and charges for doing the work or providing the service have changed or we reasonably believe they are likely to change.

10.7 If your account is a payment account, we will write to tell you at least two months in advance before making any changes to our charges. You can close or transfer your account at any time without charge. If we do not hear from you, we will assume that you have accepted the changes. If you have a non-payment account and we are introducing a new charge or increasing an existing charge, we will give you at least 30 days' notice before the change. You can close or transfer your account at any time and without charge during this period. If we do not hear from you during this period, we will assume that you have accepted the changes.

You can find out if we have reduced our charges at any time by going online, calling us or visiting one of our Stores¹.

10.8 We will only increase a service charge for one or more of these reasons:

- if we reasonably need to make the change in order to manage our business prudently and/or reasonably profitably by responding to changes or expected changes in the costs we incur or expect to incur in delivering our products or services or other costs which are outside our

control and/or external circumstances affecting our business;

- to respond in a reasonable way to any changes in law or decision by an Ombudsman, code of practice or regulatory guidance or changes in the regulatory system governing us; or
- to allow us to harmonise the service charges should we acquire the accounts of or take over or merge with another provider of savings accounts.

11. How do I keep my account safe?

11.1 You should keep your account safe by taking all reasonable steps to keep your account details safe. You must tell us straight away by calling us at any time on 0800 012 1440 (free of charge) (+44 191 279 4405 if calling from abroad) or in Store if you think any account details have been lost, stolen, misused by someone or if you think someone knows your passwords or security information. You must give us all information you have about the loss, theft or misuse. We may also give information to the police.

11.2 You should never give the account details or other security information to anyone unless you know who they are and why they need them. Take care when storing or disposing of information about the account.

11.3 All account records must only be used in line with these terms and conditions.

11.4 If a Trustee cannot operate the account due to a physical or mental illness or incapacity, we may, subject to the conditions, authorities and checks we consider appropriate, allow the operation of the account (including withdrawals) by someone else following the completion of a form we give you. We will also allow someone else to access the account under a valid power of attorney or court-appointed deputy under a court order or under an equivalent registered authority (e.g. a continuing power) in Scotland.

11.5 We will use the registered address to send you important or confidential information about your account. Unless the law prevents us from doing so, we will contact you by phone or letter if we need to tell you about suspected or actual fraud or a security threat to your account.

11.6 You must tell us as soon as possible if you change the registered address or phone number. If you do not, we will keep using the old details. We are not responsible if we fail to contact you or we send confidential information to the wrong address due to you not telling us of any changes to your contact details.

11.7 You must tell us if the name of any Trustee changes and provide confirmation (e.g. original or certified copy of a marriage certificate) before

we will change our records.

- 11.8 If you stop being a registered charity, you must let us know immediately as the account will need to be closed.
- 11.9 If all of the Trustees move abroad and at least two new Trustees are not added to the account then it will need to be closed.

12. When can Virgin Money close the account?

- 12.1 We can close your account after giving you at least two months' notice by letter.
- 12.2 We can close the account without telling you where the account has:
- a £0 balance for a consecutive period of 180 days or more; or
 - the balance is less than £1 for 365 consecutive days or more. Any money in the account will be donated to our corporate charity. You keep the right to reclaim the money from us at any time – please contact us for further information.
- 12.3 We can close the account without notice if we have been unable to confirm the identity of any of the Trustees or we reasonably believe that:
- you have been abusive or threatening;
 - you are not eligible for the account;
 - the security of the account has been compromised;
 - you have given us false or incomplete information in connection with the account;
 - you have moved abroad;
 - the account is being or has been used illegally; or
 - you have breached the terms and conditions of your account.
- 12.4 If we close the account we will repay the money in the account to you, together with interest. If the identity of any of the Trustees has not been confirmed, we must return the money to the account the funds came from.
- 12.5 We can stop you making any transactions on the account temporarily and without notice where we are required to do so by law or for any of the reasons referred to in section 12.3. We can close the existing account and open a new one if the security of the account has been compromised.
- 12.6 We can move your account to another savings account with us if we believe it is appropriate for you or there are good commercial reasons for doing so – for example, if we decide to stop offering your particular type of account. In these circumstances, we will give you at least two months' notice. You will be free to close your existing account at any time and without charge during this two month period. After this time we will assume that you have accepted the change.

13. When can I close my account?

- 13.1 You can close your account without charge within 14 days of opening it by writing to our Main Office or visiting one of our Stores¹. You are entitled to any interest earned during this time. If you do not tell us within 14 days that you want to close your account, this agreement will continue.
- 13.2 You can close the account at any time, unless information in your KPIS states otherwise.

14. What if there is an unauthorised transaction on the account?

- 14.1 If a payment on your account was not properly authorised, unless you are responsible for any losses under condition 15.1, we will refund the payment. Any charges and interest you have missed out on (dating back to the date the payment was taken from your account) will also be refunded so that it is as if the payment did not happen. Once we are aware of the unauthorised payment, we will refund you by the end of the next working day unless we have good reason to believe that you have acted fraudulently.
- 14.2 If we do not carry out a payment correctly, we will refund the payment as soon as possible after we become aware of the problem, so that it is as if the payment did not happen. We will also refund any charges you have paid and pay you any interest you have missed out on (dating back to the date the payment was taken from your account). We will not do this where we can show that the payment was received by the bank you asked us to send the payment to (in which case they will be responsible). If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this.
- 14.3 If a payment is received late by the recipient's bank and you ask us to, we will ask the recipient's bank to correct the amount of interest on the recipient's account so it is as if the payment was received on the correct date.
- 14.4 If we receive a payment for you and we do not apply it to your account correctly, we will immediately apply it to your account after we become aware of the problem. We will also pay you any interest you have missed out on (dating back to the date the payment should have been applied to your account) and refund any fees we have charged.
- 14.5 If you want to claim a refund from us for an unauthorised or incorrect payment, you must tell us as soon as possible and no later than 13 months after the date of the payment.

15. Who is responsible for any loss on the account?

- 15.1 You will be responsible for all losses for any

unauthorised transaction on your account where you have:

- acted fraudulently; or
- intentionally, or with gross negligence, failed to comply with the terms and conditions relating to the issue, use or safety of your account records and details and/or your obligations to notify us of their loss, theft or misuse.

15.2 Except where you have acted fraudulently, you are not responsible for any losses regarding any unauthorised transactions on the account:

- before you receive your security details;
- which happen after you have notified us;
- where we have not provided appropriate ways for you to notify us;
- where we have not asked for suitable identification and we are required to by law; or
- in some circumstances, where the transaction relates to payment for goods or services and you did not meet the supplier face to face.

15.3 We will not be responsible for any financial loss or damage as a result of:

- our having acted on your instructions;
- your instructions being incorrect; or
- you telling someone else your security details.

15.4 We will not be responsible for any financial loss or damage that:

- does not arise directly from the matters for which we are responsible;
- is due to abnormal circumstances beyond our reasonable control, which would have been unavoidable despite all efforts to the contrary; or
- arises from us complying with legal requirements (including compliance with money laundering regulations).

15.5 In this section 15 where we refer to things being beyond our reasonable control, this would include, but is not limited to, strikes, industrial action or the failure of equipment or power supplies.

16. Can the money be used to repay other debts?

In some circumstances we can use the money from any account you have with us to reduce or repay other debts you owe us. For example, if you are overdrawn on another account or owe us money, either in your own name or jointly with another person.

17. What if the account isn't used or Virgin Money is unable to contact me?

17.1 Your account will become 'dormant' if you don't make any transactions or contact us within a three year period (or three years after maturity of a fixed rate account). We will ask you to confirm your identity if you try to use a dormant account.

If there's been no activity on your account, or we have received no contact from you regarding your account for at least 5 years, we will work with the Charity Commission (or the Office of the Scottish Charity Regulator in Scotland) to verify the Charity and try to reactivate the account. If unsuccessful we may close your dormant account and transfer the funds to an alternative Charity appointed by the Charity Commission (or the Office of the Scottish Charity Regulator in Scotland). In this event you will be unable to reclaim your money.

18. What is the governing law?

18.1 English law applies to this agreement and any matters will be dealt with by the courts of England and Wales. If your address is in Scotland, Scots law applies and any matters will be dealt with by the Scottish courts. If your address is in Northern Ireland, Northern Ireland law will apply and any matters will be dealt with by the Northern Irish courts.

18.2 If you do not keep to these terms and conditions and we decide not to take action, this does not prevent us from taking action if you repeat this in the future.

19. How does Virgin Money handle questions and complaints?

19.1 We recognise sometimes things go wrong, so if you are unhappy with something please let us know so we can look into the issue. You can contact us in the following ways:

Visit your local Store;

Call us on 0345 600 7301* or +44 191 279 4405 if phoning from abroad;

Write to us at: Customer Relations Team, Virgin Money, Jubilee House, Gosforth, Newcastle upon Tyne NE3 4PL; or

Email: customerrelations@virginmoney.com

19.2 If we cannot resolve your complaint to your satisfaction you have the right to refer it to the Financial Ombudsman Service (FOS), which provides independent assessment of complaints.

Address: Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

19.3 A copy of our Internal Complaints Procedures leaflet is available on request.

20. Who is Virgin Money regulated by?

20.1 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

20.2 We are entered in the Financial Services Register under number 121873.

¹ Not all our Stores can offer a full banking service. Any service which is not available, excluding cash deposits and general cash transactions, can be processed at our Main Office.

*We are here from 8am to 8pm Monday to Friday, 8am to 4pm on Saturdays and 10am to 3pm on Sundays. Calls to 03 numbers cost the same as calls to 01 or 02 numbers and they are included in inclusive minutes and discount schemes in the same way. Calls may be monitored and recorded. Calls to 0800 numbers are free from personal mobile phones and residential UK landlines.

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