



## Post Office Service Terms and Conditions

### 1 Definitions

1.1 In these Conditions:

**"Account"** means a current account or savings account, as the case may be, maintained by the Account Holder with us;

**"Account Holder", "you", "your", "yours"** means a person(s) in whose name(s) the Account is maintained and, if there is more than one such person, includes any, each and all of you;

**"Account Terms"** means the terms and conditions governing the Account;

**"Bank", "we", "us", "our"** means Clydesdale Bank PLC if you are a customer with Clydesdale Bank or Yorkshire Bank if you are a customer of Clydesdale Bank PLC trading as Yorkshire Bank;

**"Business Tariff"** means the Bank's Business Banking Tariff Guide for business customers in force from time to time. Copies of the up to date Tariff are available in all Bank branches, from your relationship manager and on our website;

**"Post Office"** means Post Office Limited, registered in England (Number 2154540) and having its registered office at 148 Old Street, London, EC1V 9HQ;

**"Post Office branch(es)"** means a branch in the United Kingdom directly operated by Post Office Limited and/or the counter or counter facilities operated from time to time by or on behalf of Post Office Limited;

**"Post Office Cut-off Time"** means the time defined by a Post Office branch as the latest time that a User can pay in cash or deposit cheques on a particular day, after such time the deposit will be treated as if it was accepted the next working day;

**"Post Office Service"** means any or all of the services listed in Condition 2 and provided by Post Office Limited our behalf;

**"User"** means any person with the appropriate mandate on your Account to use the Post Office Service, including an Account Holder and where applicable an Additional Cardholder. In terms of deposits to your Account, it may also include Your Agent (where applicable); and

**"Your Agent"** means a person(s) who you have authorised to manually deposit cash, cheques and/or postal orders to your Account on your behalf.

1.2 Any capitalised term used in these Conditions but not defined has the meaning given to that term in the Account Terms.

### 2 Post Office Service

2.1 The service provided by the Post Office on our behalf to Account Holders is as follows:

2.1.1 an automated cash deposit service allowing Users to credit cash in sterling into your Account at a Post Office branch using a Card

2.1.2 an automated cash withdrawal service allowing Users to withdraw cash in sterling from your Account at a Post Office branch using a Card and PIN;

2.1.3 an automated balance enquiry service allowing Users to request the balance on your Account via a Post Office branch using a Card and PIN;

2.1.4 a manual cash deposit service allowing Users to credit cash in sterling to your Account via a Post Office branch using your pre-printed Bank giro credit slip; and

2.1.5 a manual cheque deposit service allowing Users to credit cheques drawn on a United Kingdom bank in sterling or postal orders to your Account via a Post Office branch using a sealed Post Office Service cheque deposit envelope containing your pre-printed Bank giro credit slip.

2.2 Notwithstanding anything in these Conditions, no User should ever disclose their PIN to any other person. Please see the Account Terms for conditions relating to the use and security of a Card.

### 3 Operation of the Post Office Service

3.1 These Conditions set out the terms on which Users make use of the Post Office Service. Users will be taken to have accepted these Conditions by making use of the Post Office Service.

3.2 Users using the Post Office Service will be taken to be exercising an appropriate mandate on your Account (including where a Card is used with the appropriate PIN). Users may be required to provide us or the Post Office or any Post Office branch with such documentation as we or they on our behalf may require.

3.3 These Conditions govern the relationship between Users and the Bank in relation to the Post Office Service and detail the provisions that will apply when Users use the Post Office Service.

3.4 These Conditions are in addition to your Account Terms and/or any other service provided by us.

3.5 If there is any inconsistency between these Conditions and the Account Terms or terms and conditions applying to a service provided by us, these Conditions will prevail to the extent that such an inconsistency relates to the Post Office Service.

### 4 Availability of the Post Office Service

4.1 Subject to Condition 5.6, the Post Office Service will be available to Users when a Post Office branch is open.

4.2 We are not liable or responsible if a Post Office branch is not open, and/ or the Post Office Service is not available for use. We are not liable or responsible if any Post Office branch closes.

### 5 Credits to the Account

5.1 Subject to Condition 2.1, we will accept for credit to your Account, at or via a Post Office branch cash or cheques and other appropriate items payable to you. We may refuse to accept any items which are not payable to you.

5.2 Cash paid into your Account in accordance with Condition 2.1.1 will be received by us on the same day it is received by the Post Office branch.

5.3 Cash paid into your Account in accordance with Condition 2.1.4 will normally be received by us 1 Business Day after the Business Day you pay it via a Post Office branch.

5.4 Cheques paid into your Account in accordance with Condition 2.1.5 will normally be received by us 2 Business Days after the Business Day it is received by the Post Office branch. Please note that delays can sometimes occur.

5.5 We will process cash or cheques we receive pursuant to this Condition 5 in accordance with your Account Terms. Cash will be credited to your account on the Business Day it is received by us from the Post Office.

5.6 Where a User seeks to make a payment into your Account at a Post Office branch after the branch Cut-off Time on any Business Day or at any time on a day which is not a Business Day, it will be treated by the Post Office as if it was accepted the following Business Day.

## **6 Cash Withdrawals**

**6.1** Cash withdrawals made by a User at any Post Office branch using a Card will be included as part of the daily withdrawal limit that applies to that Card.

**6.2** Cash withdrawals made by a User at any Post Office branch using a Card will be processed in accordance with the Account Terms.

## **7 Liability**

**7.1** You are not liable for any losses resulting from any User's use of the Post Office Service if they are caused by the fraudulent or negligent conduct of Post Office employees, sub-contractors or agents.

**7.2** We are not liable or responsible:

**7.2.1** for any interruption in the Post Office Service due to circumstances beyond our reasonable control, including, without limitation, for routine maintenance to automated equipment and/or for the failure or faulty working of any machine, data processing system or transmission link;

**7.2.2** for any delays or errors in the processing and execution of any transaction or instruction in respect of your Account because of any breakdown or interruption in the Post Office Service due to circumstances beyond our reasonable control;

**7.2.3** for any inability, delays or errors by the Post Office and/or any Post Office branch, sub-contractors and agents including any delays or errors which affect Conditions 5 and 6;

**7.2.4** for any losses or interruption in the Post Office Service caused by industrial action (whether or not involving our employees or employees of the Post Office, sub-contractors or agents);

**7.2.5** for any losses incurred due to a failed or declined automated or manual transaction when using the Post Office Service.

## **8 Personal Information**

**8.1** By using the Post Office Service you authorise the Post Office (including any Post Office branch) and its sub-contractors, employees and agents to receive and process personal data which you provide in connection with the Post Office Service (including, without limitation, by recording the personal data in any media and making electronic and other copies of the personal data) to the extent reasonably required in order to process credits, balance enquiries or withdrawals made by you as a result of using such Post Office Service.

**8.2** These Conditions shall not operate to limit or reduce the extent of any prior or future data processing notices and/or consents which you have given or which you may give to us or which have been or may be given to you by us in respect of the use and disclosure of your information.

## **9 Variations**

We may vary these Conditions (including in respect of charges) in the same manner as we can vary your Account Terms. Please refer to your Account Terms variation conditions.

## **10 General**

**10.1** These Conditions are governed by the law of the country in which your bank branch is situated and subject to the non-exclusive jurisdiction of the courts of that country.

**10.2** There may be other external taxes or costs which exist that are not paid through us or imposed by us. For example, you may have a liability to higher rate tax dependent on your individual circumstances.

**10.3** These Conditions are written and available only in English and we undertake to communicate to you in English when communicating with you regarding the Account.

## **11 Trade Marks**

Post Office and Post Office logo are registered trade marks of Post Office Limited.

## **12 Charges**

Charges for use of the Post Office Service by Users are payable by business Account Holders and are the same as those charges that apply to your Account when carrying out such deposit and withdrawal services at your bank branch. Charges are published in the Business Tariff.

## **13 Good Banking**

We are fully committed to high standards of service, treating customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact your bank branch or relationship manager.

## **14 Resolving your Complaint**

Complaints or queries about the Post Office Service should be directed to us. The Post Office and/or any Post Office branch will not address or receive any complaints from you or any other person or body in respect of or in connection with the Post Office Service. If you are not happy with any aspect of the Post Office Service, we would like the chance to put it right. Our internal complaint handling procedures are in place to deal with your concerns when things go wrong. You can contact any branch or your relationship manager who will try to resolve your concerns in a timely manner. However, if having followed our published complaint procedures, you disagree with the final decision we have made, you can refer the matter to the Financial Ombudsman Service. Details are available on request from any branch and your relationship manager or from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **15 Telephone Calls and Security**

We draw to your attention that we may record or monitor telephone calls in order to ensure security for our customers and our staff and to help maintain service quality. We and the Post Office may also use CCTV in or around our premises for the prevention and detection of crime.

**This publication is also available in large print, Braille and audio. Speak to a member of staff for details.**

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