

## **Important Information for Savers**

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## CONTACTING US:

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Stockport SK1 1HF  
Tel. 0845 129 7100

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Tel. 0845 129 7123

**EDGELEY** 141-143 Castle Street SK3 9AR  
Tel. 0845 129 7118

**HAZEL GROVE** 190 London Road SK7 4DQ  
Tel. 0845 129 7122

**MARPLE** 1 The Ridgedale Centre,  
Hollins Lane SK6 6AW  
Tel. 0845 129 7117

**POYNTON** 87 Park Lane SK12 1RD  
Tel. 0845 129 7121

**REDDISH** 4 Gorton Road SK5 6AE  
Tel. 0845 129 7120

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## Section A

# General Terms & Conditions

### 1. Introduction

At the Vernon Building Society we are committed to providing the best possible standard of service to our members. Thank you for choosing us.

As part of that commitment, these terms and conditions (known as the 'Conditions') apply to all savings accounts with the Society, except where there are special conditions in a particular product leaflet. If a specific condition differs from these conditions, the specific condition will apply. When you sign the account application form, you accept the conditions which relate to the savings account which you have chosen.

There are additional conditions which relate to Cash ISA products offered by Vernon Building Society which are contained in Section B of this booklet.

In these conditions:

- 'the Society' 'we' 'us' and 'our' refer to Vernon Building Society;
- 'you' and 'your' refer to the account holder; and
- 'working day' means a day other than a Saturday, Sunday or Bank Holiday.

If the account is in the name of a Company, Charity, Club or Association, you will need to authorise officers to operate it.

### 2. Communication and legal jurisdiction

All communication between you and us will be in English.

All contracts entered into between you and the Society will be governed by English Law.

### 3. Our commitment to you

The Society will treat you fairly and reasonably when

providing you with products and services particularly in the following key areas:-

- Choosing the products and services which meet your needs.
- Interest Rates, Charges, Changes to Terms & Conditions, and how you will be told about any changes to these.
- Running your account.
- Protecting your account and your personal information.
- Moving or closing your account.
- Complaints.
- Financial Services Compensation Scheme.

### 4. Helping you choose products and services which meet your needs

The Vernon has a wide range of savings and investment products which are intended for the purpose of helping you save and grow your savings. They are not designed for making regular payments to manage your everyday affairs.

Before you become a customer we will:-

- Give you clear information explaining the key features of the services and products you tell us you are interested in.
- Give you information on a single product or service, if you have already made up your mind.
- Tell you what information we need from you to prove your identity (by law, we have to check your identity).

In addition, to our savings accounts and investments we are able to offer mortgages, insurance, foreign exchange and financial planning.

Full details of all our accounts, including current and previous interest rates are available from Head Office or any branch.

Alternatively you can visit our web-site

[www.thevernon.co.uk](http://www.thevernon.co.uk)

## 5. Opening an account

You can apply to open most of our accounts by simply calling into one of our branches where a member of staff will be happy to help you.

If you wish to open an account by post, you can call or write to us for an information pack, complete an application form and then post it back to us.

Under regulations for the prevention of financial crime we have a responsibility to verify the identity of each applicant before opening a new account. Consequently, we will require evidence of your name and address before an account is opened. If we receive money without satisfactory evidence of identity then the money will be returned to you. Please refer to our 'Identification Requirements' leaflet for further details.

In order to verify your address we may make a search of the Electoral Roll through a credit reference agency. Please note that these checks are only used to check your name and address and do not affect your credit worthiness.

If you are unhappy about your choice of savings account you may cancel it within 14 days from the day you enter into the contract (or within 14 days of first receiving these terms and conditions if that is later). You must send your written request to the Society's Head Office at 19 St Petersgate, Stockport, Cheshire SK1 1HF or by email to 'info@thevernon.co.uk'. We will treat the cancellation as having been notified to us on the date you posted it. In order that we can process your request to cancel we will also require your passbook (if applicable). Important - please note that your option to change your mind does not apply to a fixed rate account (unless a cash ISA). We will return your deposit within 30 days of your notification of cancellation.

If you wish to cancel this account within the above period, we will help you to either switch to another of our accounts or we will refund your money to you together with any interest that has been earned.

We will ignore any notice period which is otherwise applicable to the account.

Once the 14 day cancellation period has elapsed, depending on the specific conditions of the account, you may have to give notice or incur a loss of interest to close the account.

## 6. Registered address

We will use the address that you provide on the application form as your registered address. It is your responsibility to notify us in writing of any changes to your name, address, telephone number or e-mail address, and we may ask for evidence of such changes.

If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.

## 7. Joint accounts

Where an account is held in more than one name all of the money in the account is held jointly.

Therefore, if there are two account holders, they each own half of the account balance. Joint account holders have the choice as to how many of them must sign for any withdrawals or for any amendments to the account. If either account holder can sign alone, then they have access to all the funds in the account.

For a change of address, the Society requires signatures from all parties to the account before the Society's records can be changed.

If an account is held in more than one name then only the holder whose name appears first in our records (the 'representative joint shareholder') has voting rights at any subsequent general meeting of the Society. Only this account holder will receive notices of meetings and be entitled to attend and vote at any such meeting.

You can choose the order in which the names appear

in our records. Any correspondence relating to your account will be sent to the address of the representative joint shareholder, unless you instruct otherwise.

In the event of the relationship between joint account holders breaking down, you should both contact us to arrange for the joint account to be closed and for new accounts to be opened in sole names. We will need you to tell us how the money in the joint account is to be divided between you.

Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving account holder(s) as being the beneficial owner of the account.

Our branch staff will be able to advise you of the relevant process to be followed.

## 8. Investment limits

The minimum and maximum amounts that can be held in any particular account are set out in the special conditions contained in each product leaflet.

## 9. Paying money into your account

Unless special conditions for a particular account specify otherwise, you can pay money into your account at any of our branches or by bank transfer or by post.

### *Uncleared funds*

Interest is paid on all cheques from midnight on the date of deposit. You can withdraw funds from this deposit on the seventh working day after the cheque is paid into the account. This allows time for the cheque to complete the initial 3 day central clearing cycle and the subsequent 3 day period in which it can be returned unpaid.

### *General statements on cheques*

We will only accept cheques that are made payable to the account holder.

## 10. Interest

We will confirm the interest rate earned by your account when you open it. You can check the interest rate on any account at any time by contacting your branch, telephoning us on 0845 129 7100 or by visiting our website; [www.thevernon.co.uk](http://www.thevernon.co.uk).

### *How interest is calculated*

Interest is calculated on a daily basis. The interest earned each day is accumulated and then credited (capitalised) on to the account, usually once per year. The precise frequency and timing of the interest capitalisation are set out in the special conditions relating to the individual account types.

Amounts transferred across from another Vernon account, or cash paid into a Vernon account, will earn interest on the day of receipt.

- Amounts paid in by cheque will earn interest from the following day.
- Amounts withdrawn do not earn interest on the day of withdrawal.

### *Interest rate changes*

Subject to any special conditions relating to interest rate changes which cover a particular account, we may change interest rates at any time. We will tell you about rate changes at the earliest opportunity, and where practicable on or before the date the change takes effect, as follows:

- a) where the change is materially disadvantageous to you, by letter or other personal notice in good time for you to make an informed decision, and allow you a reasonable time to close or transfer your account without notice or penalty. We will explain the timescales and process for making and acting upon your decision within the personal notice or,
- b) where the change is not materially disadvantageous to you, within 3 working days of the change by general notice in our branches and on our website, together with advertisements in two local newspapers of our choice; currently the Manchester Evening News and the Stockport Express newspapers.

In determining what we consider to be 'materially disadvantageous' we will refer to any Industry Guidance that might be confirmed by the FSA from time to time.

Each year, we will provide you with a summary of the interest rates that have applied to all of our account types during the previous 12 month period.

#### *Income tax*

Unless the special conditions of your account allow otherwise, interest will be paid net of basic rate income tax. Subject to your eligibility, if you provide us with a completed self-certification form we can pay you gross interest. Your personal liability for tax is dependent on your personal circumstances and may change from time to time.

### **11. Account Charges**

We do not make charges for routine transactions carried out in the normal course of administering members' accounts. There are however 3 situations where an appropriate charge is made:

- Cheque returned unpaid £10.00
- Withdrawal paid by CHAPS £15.00
- Lost passbook replacement £10.00

Where we introduce new charges, or increase existing charges, we will tell you personally at least 60 days before the change comes into force. A change which abolishes a charge, or reduces the amount of an existing charge, may be introduced with immediate effect and without notice.

### **12. Withdrawals**

Withdrawals are subject to the special conditions for particular account types and to any branch withdrawal limits we reasonably impose. Our current branch limits for cash withdrawals are £500 per day and cheque withdrawal limits are £50,000 per day. We may consider exceptions to the restrictions if we are reasonably satisfied that extreme or substantial hardship would be otherwise caused.

No withdrawal will be allowed:-

- if it would cause the account to go overdrawn; or
- from a passbook account if you do not produce the passbook at the time of withdrawal.

We can restrict at any time the amount that can be drawn from any account, but we will only do this if:-

- We reasonably believe that there may be fraudulent activity or other financial crime affecting the account.
- There is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account.
- Circumstances beyond our reasonable control prevent us from offering a normal service (such as a terrorist threat, computer systems failure or strikes).
- We reasonably consider it necessary in order to protect the interest of our membership as a whole.
- We are required to do so by any law, regulation or court order.

#### *Cheques payable to a third party*

Where a withdrawal is made from your account by way of a Society cheque payable to a third party, the cheque can only be stopped if we receive written confirmation to this effect from the cheque payee.

### **13. Reasonable Use Policy**

As Society savings and investment accounts are not 'payment accounts' it is not expected that they will be used for making regular payments to manage your everyday affairs. Easy access accounts are intended to provide the reassurance of quick and penalty free access to your savings should you need it, not a means of using the accounts for day to day transactions. We will monitor transaction patterns and should we believe your account is being used for day to day transactions we may contact you to discuss whether you are in the right account.

### **14. Account Documents**

An 'Account Document' means a passbook,

certificate, card or any similar item relating to your account. Account Documents remain our property and must be returned to us whenever we reasonably request it from you.

You must produce the relevant Account Document before making a withdrawal.

Account Documents are obviously important and care should be taken to ensure that they are not mislaid or stolen. If you have reason to believe that the passbook has been lost or stolen, you must immediately notify us at our Head Office.

When you have notified us of lost or stolen documents we may issue a replacement Account Document but this may be subject to the following requirements:-

- the provision of reasonable evidence of the loss or theft;
- notifying and co-operating with the police;
- restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- signing any form of indemnity that we may reasonably require

If someone other than you presents your Account Document to us, pretends to be you or to be authorised by you, and withdraws money from the account, you will be liable for the first £50 losses in respect of unauthorised payments arising from the use of a lost or stolen Account Document, or where you have failed to keep the personalised security features of the Account Document safe. We may waive this liability at our sole discretion. You will be fully liable for all losses in respect of unauthorised payments where you have acted fraudulently, or where you have intentionally or through gross negligence failed to comply with your fraud prevention obligations under this agreement.

You will not be liable for any losses arising from unauthorised payments after you have notified us of the lost, theft, misappropriation or unauthorised use

of your Account Document.

## 15. Closing your account

You can close your account at any time, subject to any special conditions that apply to particular accounts.

We can close your account at any time but (except in the cases of suspected fraud or other criminal activity, or threatening or abusive behaviour) we will give you at least 30 days' notice. However, we will not use this right to repay a fixed term investment before the end of the fixed term.

If we close your account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.

If we close your account in full and make repayment to you, in person or by post, then you will have no further rights or interest in the account.

## 16. Statements

We do not normally issue statements unless a product term states otherwise or it is required by regulation. Passbook account holders can request an annual statement of their account.

Replacement copy statements can be provided on request. We may charge an amount to reflect our costs in producing copies, and will notify you of this cost at the time of your request.

If your statement or passbook has an entry that seems to be wrong, you should tell us as soon as possible so that we can resolve the matter.

## 17. Business and Charity accounts

Business and Charity accounts are only subject to regulation by the Financial Services Authority where:

The *business* falls within the regulatory definition of a 'micro-enterprise', that is a business (irrespective of legal form and including self-employed persons and family businesses, partnerships or associations) which:

- a) employs fewer than 10 persons; and
- b) has a turnover or annual balance sheet that does not exceed 2 million Euros.

The *charity* (defined by section 1(1) of the Charities Act 2006) has an annual income of less than £1 million.

The Society will treat all savings customers in the same way, regardless of their regulatory status. However, business and charity customers falling outside these FSA definitions will not have the statutory protections afforded by the FSA.

#### *Transaction Authorities*

On opening your account you will be required to provide authorities for individuals able to discuss the account. We will not discuss your account with, or accept instructions from, anyone not specifically authorised by you. You may change your authorisation list at any time by providing written notification.

#### *Partnerships*

When a business account is opened you will be required to provide specific authority for those with whom we may discuss the account and from whom we may take instructions. Such instructions will remain valid until you notify us otherwise in writing.

Partners in a partnership (and other joint signatories) have joint and several liability for the conduct of their account. In the event that you authorise a single individual to transact, that individual may withdraw the entire contents of the account, subject to account specific terms and conditions relating to withdrawals. Before instructing us to act on a single authority partners should consider the implications, including those if the relationship with the other partner ends.

In the event that the relationship between partners in a partnership (or other joint signatories) breaks down, you should both contact us to arrange for the joint account to be closed and for new accounts to be opened in sole names. We will need you to tell us how the money in the joint account is to be divided

between you. If there is evidence of a dispute we may freeze the account until you reach a resolution.

Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being the beneficial owner of the account. Our branch staff will be able to advise you of the relevant process to be followed.

If you request, we can arrange for copies of statements to be provided to up to two parties to a joint business or charity account at a different address.

### **18. Changes to terms and conditions**

We will provide you with written details of the terms and conditions applying when you open an account. It may however be necessary to introduce changes at a later date.

We can change the term and conditions on which your account is held at any time if we reasonably believe that the change is needed for any of the following reasons:

- to improve a service, or to provide for additional services which otherwise benefits or does not materially alter the nature of our contract with you.
- to give extra benefit to investors (including making the terms of accounts easier to understand);
- to improve efficiency and/or to reduce costs;
- to reflect general market conditions and standards (including the terms on which similar accounts are offered by other building societies, banks or other providers of financial services);
- to take account of changes in the law, the decision of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
- to correct errors;
- you agree;
- the needs of the business justify a change;

If a change is not to your disadvantage, we may

implement it immediately and without prior notice. We will tell you about the change within 30 days. If a change is to your disadvantage, we will advise you individually in writing at least 30 days (60 days for changes to the 'Framework Contract' described in Section D) before implementing it. At any time up to 60 days from the date of the notice you may switch your account, or close it without notice, and without having to pay any extra interest or charges.

If we have made a major change or a number of minor ones in any one year, we will provide you with a copy of the new Terms and Conditions or a summary of the changes.

### 19. Service of notices

You will be taken to have received any letter or other personal notice 72 hours after we have posted it to you.

If we accidentally fail to –

- (a) send to you a communication intended for our investors generally or a category of our investors of which you are one; or
- (b) display a notice at our Head Office or any branch office

then this will not make the notice invalid.

### 20. Transfers

You can transfer your investment to another person, subject to; the conditions applying to your account, our prior approval and the payment of any necessary fee. No transfer will be valid unless made in a form approved by us and until registered in our records. We may refuse to permit such a transfer without giving any reason.

### 21. Retention and set-off

We have the right to retain and set-off all money in any account you hold with us against any money you may owe to us (whether under a mortgage, loan, guarantee or otherwise) which is due for payment but which has not been paid.

We will give you notice in writing when we have done this. Interest or bonuses will not be paid on any money

after it has been used in this way.

### 22. Dormant Accounts (Unclaimed balances)

The Vernon follows the Building Societies Association guidance for 'dormant accounts' (previously referred to as unclaimed balances).

If :-

- (a) you cannot be traced after reasonable enquiry; and
- (b) for a period of 10 years you have made no payment to or withdrawal from your account and the amount in that account is less than £10, then we may decide to close the account and the money in it will be retained by the Society. If however you contact us at a later date we will either open a new account for you and credit that account with the amount of money in the closed account or repay the money to you, with interest at a rate we reasonably consider to be appropriate.

To help prevent the fraudulent use of dormant accounts, we will require evidence of your identity before re-activating a dormant account.

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## Section B

# Additional conditions which relate to Cash ISA products

### Cash ISA Rules

- If you are found to have breached the ISA rules governing subscription limits or the number of Cash ISAs which may be opened in any one year, or your application is incorrect, your Cash ISA will cease to be exempt from tax and any interest earned in that year will be subject to tax. Full details of the Cash ISA scheme can be obtained by visiting HM Revenue & Custom's website, [www.hmrc.gov.uk/isa](http://www.hmrc.gov.uk/isa) or by calling them on 0845 604 1701 (Monday to Thursday 8.30am-5.00pm, Friday 8.30am-4.30pm)
- You must notify the Society if you cease to be

resident and ordinarily resident in the UK, or if not so resident, cease to perform duties as a Crown employee serving overseas or to be married to, or in a civil partnership with, a person who performs such duties which allows you to subscribe to a Cash ISA. The Cash ISA will continue to be exempt from UK tax, but no further subscriptions can be made until you meet the residency requirements again.

- Investment in a Cash ISA will be, and must remain in, the beneficial ownership of the investor and must not be used as security for a loan.
- Your Cash ISA application ceases to be valid at the end of a tax year in which you do not make a subscription. Where this happens you must make a fresh application before subscriptions can recommence.
- In the event of your death whilst the Cash ISA remains open, interest to the date of death will remain tax free but interest arising after that date will be subject to tax. No further investments will be permitted into the Cash ISA.
- On your instructions we will transfer or pay you all or part of the investments held in your Cash ISA within a period of 30 days, although in the case of a notice account some loss of interest will apply. The relevant product terms show the actual period (if any) we will require and whether other conditions apply.
- In respect of Cash ISA Transfers to us, in order to protect your interests, we offer you a 14 day cooling off period where we temporarily hold on to your transfer authority before contacting your existing ISA provider. During this period you will continue to receive interest on your Cash ISA from your existing ISA provider.
- We will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, we have been advised that your Cash ISA has, or will, become void.

## Section C

### Protecting your interests; Data protection and confidentiality

The Data Protection Act 1998 protects individuals from improper use of information held about them.

We will treat our personal information as private and confidential, and we will not pass on details to a third party other than where there is a legal obligation, a duty to the public, or you have given us your consent to do so.

Under the terms of the Data Protection Act 1998, you have the right of access to the personal information about yourself which is held by us.

We will tell you if we record your telephone conversations with us.

We will charge a fee of £10 to cover the cost of providing this information.

### Marketing material

Occasionally, we may send you information about services offered by us which might be of interest to you.

When you open your account you have the opportunity to advise us that you do not wish to receive any marketing material from us. You can change your instructions in this respect at any time, and we will send you a reminder to this effect at least once every three years.

### Complaints

We are committed to addressing any complaints fairly, effectively and promptly. We have a formal written Complaints Policy and Procedure leaflet, a copy of which will be provided to you when you first become a member and subsequently on request.

If we receive a complaint from you and we are not able to sort it out quickly we will send you a prompt written acknowledgement to confirm that we are dealing with

it and subsequently keep you informed of our progress in resolving it.

In the unlikely event that your complaint cannot be resolved between us you have the right to refer it to the Financial Ombudsman Service (FOS) who will liaise with both parties and determine a solution, should this be required. We will send you a leaflet explaining the Financial Ombudsman Service in detail.

### **Investor protection – Financial Services Compensation Scheme**

We are a member of the Financial Services Compensation Scheme (FSCS) established under the Financial Services and Markets Act 2000. All firms authorised as deposit takers under the Financial Services Authority jointly fund the scheme, with each providing contributions to support any deposit taker unable to repay savers.

In the unlikely event that the Society is unable to meet its liabilities individual investors and some small firms may be able to seek compensation from the Financial Services Compensation Scheme.

Payments under the scheme are limited to a maximum of 100% of the first £50,000 of an investor's total shares and/or deposits. Joint investors are therefore covered for up to £100,000 of their total shares and/or deposits.

Further details can be obtained by contacting the Society or the FSCS at:

Financial Services Compensation Scheme  
7th Floor, Lloyd Chambers  
Portsoken Street, London E1 8BN  
([www.fscs.org.uk](http://www.fscs.org.uk))

## **Section D Framework Contract for Payment Services**

The Society offers payment services only in relation to the execution of credit transfers into and out of your account, where this facility is allowed within the account specific terms. Deposits and withdrawals by cash or cheque do not fall within the definition of a payment service and this section of these Terms and Conditions does not apply to them, nor does it apply to the setting of interest rates.

This Framework Contract governs the future execution of individual and successive transactions

- The Payment Service Provider is Vernon Building Society. We can be contacted at 19 St Petersgate, Stockport SK1 1HF Tel: 0845 129 7100 Fax: 0845 129 7101 Email: [info@thevernon.co.uk](mailto:info@thevernon.co.uk)
- Vernon Building Society provides facilities for the electronic transfer of funds into and out of its savings accounts. Transfers in may be by BACS, CHAPS or Standing Order. Transfers out are limited to BACS transfers which should reach your nominated bank account within four business days. We only offer payment services in sterling. We cannot be held responsible for delays in making payments arising from incorrect or incomplete payment instructions (e.g. if your nominated bank account details are incorrect or out of date), or from matters outside our control.
- Charges may be made for the execution of these payment services as described in the account terms and condition.
- For payment out of your account (which, where account terms & conditions permit, are allowed only to your nominated bank account, for which you must have provided a sort code and account number) you must provide us with a fully completed withdrawal slip specifying the date of the required transaction, the amount, and sign

to provide your consent for the payment. You may withdraw your consent at any time up until the point we execute your authorised payment instructions by notifying us in writing, including your signature.

- Payment instructions will be executed on the specified business day. Instructions received after 2.00 pm will be executed the following business day.
- Changes to your nominated bank account must be made in writing and specify the name, sort code and account number of your nominated bank account (which must be in your name).
- You must take reasonable precautions to protect your Account Document and any password, memorable word or other token as might be provided from time to time. If you lose your Account Document, it is stolen, or you believe any password, memorable word or similar has been compromised you must contact us at the earliest opportunity.
- If you believe a credit transfer covered by this Framework Contract has taken place without your authority you should contact us as soon as you become aware. Please pay close attention to your transaction slips and Statements, and have your branch account passbook updated at regular intervals. Our liability for incorrectly processed electronic payments is limited to a period of 13 months from the date of the transaction (unless we have also failed to provide you with relevant information about the transaction in which case the time limit will not apply).
- If we have incorrectly processed an electronic transaction we will reimburse your account to the position it would have been in had the transaction not taken place. We will also be

liable for any charges or interest you incur as a consequence of any valid transaction you have correctly instructed us to undertake under this Framework Contract where we have not executed them correctly. However, we will not be responsible for matters for any losses for which we are not directly responsible, is due to abnormal circumstances beyond our reasonable control, or arises from us complying with our legal requirements.

- You will be liable for the first £50 of any loss arising from an unauthorised credit transfer arising from the loss, theft or misappropriation of any payment instrument. However, once you have notified us of the loss, theft or misappropriation you will not be liable for any further losses arising from unauthorised transactions.
- If you have a complaint about our services, please see the relevant section of our general Terms & Conditions which apply to this Framework Contract.
- This Framework Contract will apply so long as you retain a savings account with the Society. We may make amendments from time to time. We will provide 2 months notice of any changes to existing terms, or increase in our charges associated with payment services. We will similarly provide you with 2 months notice of termination of the Framework Contract. Note this 2 months notice period applies only to the Framework Contract and not to the rest of your account terms and conditions. You may terminate this Framework Contract by providing us with one month's notice.
- This Framework Contract will be concluded in English and is governed by English law.

