

# General Investment Conditions (Ireland)

## Important Information

### Opening your account

To open an account you will need to send the following to the address below:

1. A completed and signed application form;
2. Proof of your identity, address and PPS number (see list below)
3. A personal cheque for your investment.

This Account is with Leeds Building Society and our Head Office is at 105 Albion Street, Leeds, England LS1 5AS. The Society's main business is the provision of savings products, mortgages and general insurance.

### Verifying your identity and address

We have anti-money laundering requirements under the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 and as a new customer of the Society, processing of your application may only commence after we have received to our satisfaction all relevant documentation to prove your identity, address and PPS number.

#### Proof of your identity:

A copy of ONE of the following:

- Full EU Photo Driving Licence
- Valid EU Passport
- An identification form (ML10)† verified by the Garda Síochána.

#### OR

If you are unable to provide a personal cheque, you will need to enclose a certified\* copy of your EU Photo Driving Licence, EU Passport or an identification form (ML10)† verified by the Garda Síochána.

\*A certified copy is a photocopy signed and stamped by a suitable person such as a member of a Garda Síochána, a Chartered/Certified Public Accountant, a Practising Solicitor, a Notary Public, a member of Embassy/Consular staff or a designated body in Ireland (Banks, Building Societies, Money Brokers, Life Assurance Companies, Providers of Services in futures and options exchanges; An Post, Credit Union, Stockbrokers and Bureaux de change).

† ML10 forms are available upon request from our Dublin office or our website.

#### Proof of your address

We will need to see an original of TWO of the following:

- Utility Bill
- Bank or Building Society Statement
- Tax-free Allowance Certificate
- Balancing Statement from the Revenue Commissioners
- Revenue Commissioners C2 Tax Certificate or Social Insurance Documentation.

Documentation in relation to address verification should be no more than 3 months old, or in relation to Revenue or Social Insurance Documentation they should be no more than 12 months old. It is acceptable to provide two utility bills/bank statements if they are from different providers.

#### Proof of your PPS number

In order to meet our taxation requirements, you are also required to provide proof of your PPS number. This can usually be found on Revenue Commissioners documentation, Tax-free Allowance Certificate, Balancing Statement or C2 Tax Certificate.

Where you provide this documentation for proof of address, this can also be used for proof of your PPS number. Alternatively, our fully trained staff will help you with any questions you may have and advise you about details of other acceptable identification.

#### Existing customers

If you already have an open account with us, you do not ordinarily need to provide any proof of your name, address or PPS number. Please ensure you write your existing account number in the space provided on the application form.

#### Customer service and protection

Leeds Building Society is a member of the UK Building Societies Association. The Society is a participant in the Financial Services Compensation Scheme established under the Financial Services & Markets Act 2000. Payments under this scheme are limited to a maximum of £85,000 of an investor's total shares and/or deposits in a society. Most investors are covered, including individuals and small firms. Euro deposits are covered. Further details are available on request from the Society.

The Society is covered by the Financial Services Ombudsman. If you have a complaint regarding the agreement or your account, you should write to us at Leeds Building Society (Ireland), Ground Floor, 7 Upper Fitzwilliam Street, Dublin 2, setting out details of the complaint or telephone us at 0818 222 337. We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you are dissatisfied with the outcome of our efforts to resolve your complaint, you may refer your complaint to the Financial Services Ombudsman at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The telephone number of the Financial Services Ombudsman is 01 6620899 Lo Call 1890 88 20 90, the fax number is 01 6620890 and the email address is [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).

Leeds Building Society is authorised in the United Kingdom by the Financial Services Authority and regulated by the Central Bank of Ireland for conduct of business rules. Leeds Building Society is registered in the United Kingdom with registration number 164992.

Leeds Building Society is authorised to accept deposits and offers savings and investment products in Ireland. The FSA Conduct of Business Rules do not apply to the Society's business in Ireland. In respect of its business in Ireland, the Society is subject to the Central Bank's Consumer Protection Code, which offers protection to consumers. This Code may be found on the Central Bank's website at [www.centralbank.ie](http://www.centralbank.ie). For further details of the Society's permissions, please see [www.fsa.gov.uk](http://www.fsa.gov.uk).

#### How to contact us?

You may contact our Customer Helpline on **0818 222 337** from 8am to 8pm seven days a week.

The Society takes seriously the need to ensure the security of your personal and financial information. Please quote your account number whenever you contact us by post or telephone. For your protection when you contact us by telephone, we will confirm with you some security details before we discuss any information.

Our address is Leeds Building Society (Ireland), Ground Floor, 7 Upper Fitzwilliam Street, Dublin 2. You may also obtain information about our accounts and interest rates from our website at [www.leedsbuildingsociety.ie](http://www.leedsbuildingsociety.ie).

#### Tariff of Fees and Charges (Ireland)

Returned Cheque	€10 per item
Copy Document	€6 per item
Data Access	€6 per item

You will find specific Product Terms and Conditions and information about how your Account works in the product literature for the Account you have chosen.

If there is a conflict between the General Investment Conditions (Ireland) and the Product Terms and Conditions then the Product Terms and Conditions will take precedence.

**Please read this literature and keep it in a safe place for future reference together with the product leaflet.**

## Definitions

In these Conditions, unless the context requires otherwise:

“**Account**” means your savings account.

“**Account Document**” means your Passbook, certificate or similar item which we have designated an Account Document.

“**Costs**” means all our costs and expenses incurred because you fail to fulfil an obligation under these conditions including (but not limited to) the examples given in condition 10.2(b).

“**Fees and Charges**” means the fees and charges for operating your Account or any document or service we provide in connection with the Account as set out in the General Investment Account Tariff of Fees and Charges (Ireland) which are from time to time in force subject to and in accordance with these Conditions.

“**Passbook**” means any passbook we give or send to you to use with your Account.

“**General Investment Account Tariff of Fees and Charges (Ireland)**” means the Society’s published list of Fees and Charges, which are from time to time in force subject to and in accordance with these Conditions.

“**Society**” means Leeds Building Society.

“**these Conditions**” means these General Investment Conditions (Ireland) as the same may be amended, varied, supplemented or replaced from time to time.

“**We/our/us**” means the Society.

“**Working Day**” means any day which is not a Saturday, Sunday or bank or public holiday in England or Ireland.

“**You/your**” means the account holder(s) in whose name(s) the Account is held.

## 1 Rights of enforceability

No one apart from you or your personal representatives can enforce against us either these Conditions or your rights in respect of the Account.

## 2 Joint Accounts

2.1 If the Account is held in joint names:

- all information regarding the Account will be sent to the first named account holder’s registered address;
- liability to the Society is joint and several, meaning that each named account holder is responsible for all the obligations of the Account;
- if one account holder dies, the Account vests in the name(s) of the other account holder(s) and, subject to all applicable law, will be automatically transferred to the other(s) on production of the death certificate or a certified copy or any other certificate that may be required by law;
- if your Account can be operated by either account holder, unless you have given us written notice to the contrary in accordance with condition 2.2, any account holder named on the Account will be able to withdraw money from the Account and give other instructions as to the operation or closure of the Account without the authority of the other(s);
- it is the responsibility of joint account holders who are partners or married and become subject to divorce or separation to give notice to the Society if they wish to change the operation of their Account (e.g. if a signatory is to be removed).

2.2 If you selected that your Account be operated by either account holder, and if you no longer want us to accept either signature, you must give us written notice and we will amend your Account details accordingly. If you want any limitations imposed on the operation of your Account you must give us written notice and if they are acceptable to us we will amend your Account details accordingly.

## 3 Membership

3.1 Unless the Product Terms and Conditions provide otherwise or you are not eligible for membership, your Account is a share account. This means that you will become a shareholding member of the Society through holding the Account.

3.2 If your Account is not a share account, it will be a deposit account which does not give membership rights.

3.3 If you are a shareholding member, you are bound by the Rules of the Society. Copies of the Rules are available by post from our Dublin office or our Customer Helpline.

3.4 In accordance with the Society’s Rules, only the first named of joint account holders is entitled to exercise the rights of membership (such as voting and participation in any distribution of the Society’s assets). Joint account holders may select which of them is to be the representative (i.e. first named) account holder.

## 4 Operating your Account

4.1 Your Account must always be kept in credit.

4.2 Your Account is held entirely on your own behalf (and not, for example, in trust for anyone else) and the Society need not accept notice of any rights to, or interest in, the money in your Account.

4.3 If there is reasonable suspicion that your Account may be being used for illegal purposes or if we become aware (whether by notification from you or otherwise) that there is a dispute over ownership of the Account (including a dispute between joint account holders), then we may freeze the Account until the position is resolved to the Society’s reasonable satisfaction. If an Account is frozen it will not be possible to make deposits or withdrawals.

4.4 All Account Documents remain our property and must be returned to us on request. We may need to request the return of Account Documents to update your Account or for other purposes.

4.5 You must write to our Dublin office to advise of any change of name, address or telephone number immediately upon such change. Please provide your Account number with this communication. If you are advising of a change of name, please also enclose your Account Documents. You may be asked to produce evidence of any such change.

4.6 You should check your Account Documentation regularly. If you discover that an Account Document is missing or stolen (or you believe it contains an error or discrepancy) you must tell us as soon as possible by contacting our Customer Helpline. In the case of a lost or stolen Account Document you will be issued with a new Account Document after you have given such evidence of loss and proof of your identification as we may reasonably require.

4.7 We will accept telephone notification of lost Account Documents but you must write to our Dublin office to confirm your instructions.

4.8 We will not order any replacement Account Documents until we have received your written confirmation that the Account Documents have been lost or stolen and if any Account Documents are recovered, you will immediately return them to our Dublin office.

4.9 If someone other than you uses any Account Documents dishonestly, in circumstances where you have acted dishonestly or without reasonable care and money is withdrawn from your Account, you will be liable for the withdrawal.

4.10 Providing you have acted in good faith and advised the Society immediately of the loss of any Account Documents, or failure to receive new Account Documents, your liability for financial loss in respect of transactions after such notification and while the Account Documents are lost and interest is limited to €50. You may have to pay more than €50 if you have acted fraudulently or without reasonable care. The financial liability of the Society will be limited to the amounts deducted from your Account which should not have been.

4.11 We may give the Garda Bureau of Fraud Investigation or any other regulatory or prosecuting authority any information as required by law or otherwise.

4.12 In case of any disputed transaction, the burden of proving fraud or that you acted without reasonable care, or that the Account Documents have been received by you, will lie with us. In such cases, we shall expect you to co-operate with us in our investigations.

4.13 Do not use any Account Documents once they have been reported lost or stolen. If you do use your Account Documents then the Society may withdraw the relevant funds from your Account notwithstanding that you have agreed not to use it.

## 5 Payments to your Account

5.1 The minimum and maximum amounts which you can invest and the minimum balance you must keep in the Account (if any) will be set out in the Product Terms and Conditions.

5.2 Any restrictions on the methods of payment into your Account will be set out in the Product Terms and Conditions for your Account. Cheques and postal orders (but not cash) can be sent to the Society by post to our Dublin office for the credit of your Account. We are not responsible for cheques, postal orders or any other items lost in the post. When you pay in money by cheque:

- interest is calculated from the second Working Day after the cheque is received at our Dublin office. Cheques received after 3:30pm will be held over until the next Working Day before being processed;
- the cheque and/or postal order should be made payable to the account holder(s) or to Leeds Building Society and where it is made payable to Leeds Building Society it should include on the payee line details of the Account number and/or name of the account holder(s) to whom the cheque is being paid. For example, “Leeds Building Society re Mr A B Smith”, or “Leeds Building Society re a/c no. 1234567890”. We may not accept cheques that are payable only to Leeds Building Society unless they are drawn on an account which matches the name(s) of the account holder(s) on the Leeds Building Society account;
- the cheque may be returned unpaid due to lack of funds, the cheque being stopped, irregularities in the way the cheque has been completed or other reasons as determined by the bank on which the cheque has been drawn. In such circumstances the Society will debit the value of the cheque to your Account and may apply a Fee/Charge for this as set out in the General Investment Account Tariff of Fees and Charges (Ireland);
- the cheque will normally be deemed as being out of date if it is paid in more than six months after its date. We will use our discretion when deciding whether or not to pay an out of date cheque into your Account. We may contact you if an out of date cheque is presented;
- cheques paid into your Account should be crossed “account payee only”.

- 5.3 You may not pay in money in a currency which is not legal tender in Ireland. Payments into your Account cannot be accepted if the Product Terms and Conditions do not permit or if made by way of:
- currency other than Euro;
  - travellers cheques denominated in a currency other than Euro;
  - cheques from banks incorporated or established outside of Ireland;
  - cheques in a currency other than Euro.

## 6 Withdrawals

- 6.1 Any restrictions on the methods of withdrawal from your Account will be set out in the Product Terms and Conditions.
- 6.2 You may not withdraw funds against a cheque until the money has reached your Account (cleared) in accordance with the central clearing cycle operated by banks. A cheque deposited to your Account will be available for withdrawal no later than the sixth Working Day after the cheque is received at our Dublin office. Cheques received after 3:30pm will be held over until the next Working Day before being processed.
- 6.3 We will debit your Account with the amount of:
- the amount of cheques paid into your Account which are subsequently returned unpaid;
  - any Fees and Charges which are incurred in the operation of your Account;
  - any Cost which the Society suffers in connection with your Account which is payable in accordance with condition 10.2(b);
  - any other transaction which you have authorised.
- 6.4 We can (after giving you written notice) keep any money in any account which you have with us and set it off against any money you owe us under a mortgage, guarantee or otherwise (including overdrawn balances and account charges) provided that the money is due. Interest or bonuses will not be payable on any money used in this way.
- 6.5 We are not obliged to stop payment of a cheque issued from your Account unless you return the cheque to us for cancellation before it is presented for payment.
- 6.6 If you wish to make a withdrawal from your Account you may be asked to produce confirmation of identity before the transaction is carried out.
- 6.7 You must produce the relevant Account Document before making a withdrawal except where alternative methods of withdrawal are permitted as specified in the Product Terms and Conditions.

## 7 Interest Payments

- 7.1 Interest will be paid net of deposit interest retention tax (DIRT) where appropriate, unless a suitable Revenue declaration is in place. The current DIRT rate is 30% but is subject to change. The declaration forms are available by contacting our Dublin office or the Revenue Commissioners on Lo call No. 1890 203070 or by visiting [www.revenue.ie](http://www.revenue.ie) or by emailing [dirtexempt@revenue.ie](mailto:dirtexempt@revenue.ie). Declaration forms must be sent to our Dublin office. If an exemption declaration form is in place and your circumstances change and these effect your eligibility for exemption, you must inform the Society.
- 7.2 Where the Account is held in joint names, the Account will be treated as a single account for the purposes of DIRT. If both account holders are entitled to gross interest then interest will be paid gross provided that two completed Revenue Commissioners declaration forms are received. In the event that only one account holder is entitled to receive interest gross then DIRT will apply and the interest will be credited to the account on a net basis.
- 7.3 Interest payments are ordinarily calculated several days in advance of the actual payment. If transactions occur after the preparation of the interest calculation they will not be taken into account until the next interest payment date. It may be necessary to adjust your capital balance to compensate for any overpayment of interest if withdrawals have taken place in this period.
- 7.4 You will continue to earn interest on amounts invested up to and including the day before withdrawal.
- 7.5 Unless the Product Terms and Conditions provide otherwise, changes in interest rates will be introduced in accordance with the provisions of these Conditions and detailed on our website and in our Dublin Office and will state the date that they apply from. These will be updated as soon as they come into effect. A list of all our interest rates available on all our products in Ireland are at all times made available on our website at [www.leedsbuildingsociety.ie](http://www.leedsbuildingsociety.ie).

## 8 Account Closures

- 8.1 From the date of Account opening, or (if later) the date you receive these Conditions and the Product Terms and Conditions on paper or electronically, you have 14 days to notify us (in writing) if you are not happy with your choice of account. Within that period we will, if instructed by you, refund your investment with interest from Account opening or, subject to eligibility, transfer the investment to another account of your choice without any Fees or Charges or other Costs associated with early withdrawal which would otherwise be due.
- 8.2 If you wish to close your Account you must first:
- give us notice;
  - return all of your Account Documents; and
  - pay all amounts you owe us on your Account, including any Fees and Charges due.

In relation to some accounts such as fixed term investments, the Product Terms and Conditions may impose restrictions or further conditions upon closing the Account which you must comply with.

- 8.3 Unless the investment has been accepted for a fixed term which has not yet expired, we can at our discretion close your Account at any time. Subject to conditions 8.4, 8.5 and 8.6 below, we will give you at least 30 days notice provided that if you are required to give more than 30 days notice to close your Account we shall give you an equivalent period of notice.
- 8.4 Where we reasonably consider that your behaviour has been threatening or abusive towards a member of our staff, regardless of whether your investment has been accepted for a fixed term which has not yet expired, we can at our discretion immediately close your Account.
- 8.5 We can close your Account immediately, regardless of whether your investment has been accepted for a fixed term which has not yet expired, if we receive notice of your death, bankruptcy or mental incapacity.
- 8.6 If you have breached these Conditions or there is a likelihood of fraud or misuse we can close your Account immediately, regardless of whether your investment has been accepted for a fixed term which has not yet expired.
- 8.7 If we close your Account you must return all of your Account Documents and pay all amounts you owe us on your Account, including any Fees and Charges due.
- 8.8 If you want to transfer your Account to another person you need to have our prior approval which is at our discretion. Only the named account holder(s) has any rights to the investment or the right to operate the Account held with the Society.
- 8.9 If there has been no deposits (not including the compounding of interest) nor withdrawals on your Account for a continuous period of fifteen years, in accordance with applicable laws, we may transfer any deposit monies and interest standing to the credit of your Account to the appropriate body. If you then contact us at a later date requesting that the Account be re-opened we shall not unreasonably refuse such a request subject to our obligations under applicable laws. You will need to reclaim the deposit monies and any interest from the other appropriate body. If we agree to re-open the Account you will not have continuous membership.

## 9 Statements

- 9.1 Unless you have otherwise agreed with us not to receive a statement, statements will be issued on request or at least annually for all Accounts. A Fee may be charged for duplicate requests (as set out in our General Investment Account Tariff of Fees and Charges (Ireland)).
- 9.2 You must check your statement regularly and tell us as soon as possible of any disputed entry.

## 10 Fees and Charges

- 10.1 The Society charges the Fees and Charges set out in the General Investment Account Tariff of Fees and Charges (Ireland) and other Costs subject to and in accordance with these Conditions and the Product Terms and Conditions.
- 10.2 (a) Where we charge a Fee or Charge, the amount of the Fee or Charge is set out in our General Investment Account Tariff of Fees and Charges (Ireland), and it may only be changed in accordance with this condition 10.4.
- (b) Where we incur a Cost or other loss or expense because you fail to fulfil an obligation you have under these Conditions or your Product Terms and Conditions, you must pay us all reasonable costs and expenses which we reasonably incur as a result of your failure.
- 10.3 Where we provide any other service or product, we will tell you of the fee before we provide that service or product and at any time you ask.
- 10.4 We can at any time vary or add to the Fees and Charges set out in our General Investment Account Tariff of Fees and Charges (Ireland) for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities;
  - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
  - to respond, in a proportionate manner, to changes we may reasonably make in the activities we carry out or to carry out new activities;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - to enable us to harmonise, in a reasonable manner, the Fees and Charges concerned following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another deposit taker or savings provider;
  - to correct an error, if it is reasonable to do so;
  - to enable us to maintain our financial strength in the interests of all our customers;
  - to respond, in a proportionate manner, to increases in inflation;
  - if we have not previously charged, or charged the full cost, for any activity or service, to reflect the costs which we reasonably incur in carrying out the activity or service;
  - for any valid reason (not being a reason mentioned in this condition 10.4).
- If we do so:
- we will give you individual notice at least 30 days before the change is to take effect;
  - we will specify the old and the new change;
  - we will tell you why we have made the change; and

- from the date you receive notice of the change you will have a minimum of 30 days or if greater, a period of time equal to any notice period set out in your Product Terms and Conditions, to close your Account without notice or without loss of interest, provided that you pay any reasonably incurred costs associated with closing that type of account, such costs will be based on a genuine pre-estimate of the Society's loss.

However, we may make a change which is to your advantage immediately and tell you about it later.

## 11 Changes to Conditions

11.1 Unless the Product Terms and Conditions provide otherwise, we can change the interest rate to be paid on your Account at any time if we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond, in a proportionate manner, to changes in the European Central Bank Base Rate or changes generally in the interest rates offered by our competitors in the personal savings market;
- to enable us to maintain the competitiveness of interest rates charged to our borrowers or paid to the providers of funds to us, while having regard to the interests of our investors, in the interests of our business as a whole;
- to manage margins between interest rates charged to our borrowers and interest rates paid to our investors or the providers of funds to us, in the interests of our business as a whole;
- to respond, in a proportionate manner, to any increase or reduction in costs reasonably incurred by the Society in operating its personal savings business;
- to enable us to maintain our financial strength in the interests of all our customers;
- to enable us to harmonise, in a reasonable manner, the interest rates being paid to investors following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with another savings provider or deposit taker;
- to respond, in a proportionate manner, to changes in the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply; or
- for any valid reason.

11.2 If we do so:

- we will update our website;
- we will give you individual notice of the change before such change is to take effect and;
- we will tell you the reason for the change;
- from the date you receive notice of the change you will have a minimum of 60 days, or if greater, a period of time equal to any notice period set out in your Product Terms and Conditions, to close your Account without notice or without loss of interest, provided that you pay any reasonably incurred costs associated with closing that type of account, such costs will be based on a genuine pre-estimate of the Society's loss.

11.3 Any notice of an interest rate change under this condition 11 will clearly state the previous and new interest rates.

11.4 We may vary the Conditions (other than in respect of changes to interest rates or Fees and Charges (which are dealt with above)) at any time for any of the following reasons:

- to respond, in a proportionate manner, to changes in the products or services we provide or the way we provide these;
- to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
- to respond, in a proportionate manner, to changes in the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
- to correct errors, if it is reasonable to do so;
- if we reasonably believe the change is necessary in the interests of our business as a whole;
- if the change is to your advantage; or
- for any valid reason.

11.5 Unless we consider any variation under condition 11.4 is to your disadvantage, we may make the change immediately and may notify you individually within 30 days of the change becoming effective.

11.6 We will give you individual notice of any change under condition 11.4 which we consider is to your disadvantage at least 30 days before the change becomes effective, then from the date you receive notice of the change you will have a minimum of 60 days, or if greater, a period of time equal to any notice period set out in the Product Terms and Conditions, to close your Account without notice or without loss of interest, provided that you pay any reasonably incurred costs associated with closing that type of account, such costs will be based on a genuine pre-estimate of the Society's loss.

11.7 If there is a major change or a number of minor changes in any one year, we will send you a revised copy of the Conditions.

## 12 Confidentiality

12.1 We will only give details of your Account or personal details to anyone else if:

- you have specifically requested or consented to the disclosure;
- the law requires us to do so;
- our interests make disclosure necessary; or
- we have a public duty to disclose.

Your application form may include a declaration requesting your consent to disclosure for particular purposes.

12.2 If, after opening your Account, you would like to exercise the right to refuse receiving information about additional services and products, please contact our Dublin office.

## 13 General

13.1 Where necessary, any word in these Conditions which is in the singular shall also be read as in the plural and any word which is in the plural shall also be read as if it was in the singular.

13.2 These Conditions constitute a legal agreement between the Society and you and govern the conduct of your Account.

13.3 We will not be liable for any loss you may suffer of any kind whatsoever if we are unable to operate your Account or fulfil our obligations to you because of any strike or industrial action or failure of power supplies, data transmission systems or equipment or any other cause or event whatsoever beyond our reasonable control or the reasonable control of our agents or sub-contractors.

13.4 Any failure by the Society to enforce any of its rights against you on one occasion, whether in whole or in part, should not be regarded as a waiver of the Society's rights to enforce these obligations on any other occasion whether in whole or in part.

13.5 Each of the provisions of these Conditions is severable and distinct from the others and if at any time one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

13.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

## 14 Applicable Law and Jurisdiction

14.1 The relationship between you and the Society is based upon the laws of Ireland.

14.2 The Conditions of your Account are subject to the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction.

14.3 The Conditions of your Account and all documentation relating to your Account are supplied in English. All communications issued by the Society will be in English.