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CR-2020-001639

**IN THE HIGH COURT OF JUSTICE**  
**BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES**  
**INSOLVENCY AND COMPANIES LIST (ChD)**  
**BEFORE MR JUSTICE TROWER**

**On the 3 day of June 2020**

**IN THE MATTER OF CASTLE TRUST DIRECT PLC**

**IN THE MATTER OF CASTLE TRUST CAPITAL PLC**

**AND IN THE MATTER OF THE COMPANIES ACT 2006**

**ORDER**

SATURDAY



\*R98LSR40\*

RM

04/07/2020

#25

COMPANIES HOUSE

**UPON THE APPLICATION** by Part 8 Claim Form of Castle Trust Capital plc and Castle Trust Direct plc (together, the "**Companies**"), each of whose registered office is located at 10 Norwich Street, London, EC4A 1BD, issued on 6 March 2020 and originally heard by the Court on 3 April 2020 (the "**Claim Form**")

**UPON HEARING** Barry Isaacs QC leading Adam Al-Attar for the Companies

**UPON READING** the Claim Form and the supporting evidence

**AND UPON** each Company, by its Counsel, submitting to be bound by the scheme of arrangement concerning it in the form set out at pages 39 to 85 of exhibit MPB3 to the third witness statement of Martin Paul Bischoff dated 29 May 2020 (together, the "**Schemes**"), the form of which is also included at schedule 1 of this order in the case of Castle Trust Direct plc and schedule 2 of this order in the case of Castle Trust Capital plc and undertaking to execute and do, and procure to be executed and done, all documents, acts and things as may be necessary or desirable to be executed or done by it for the purpose of effecting that Scheme

**THE COURT HEREBY SANCTIONS** the Schemes.

**AND THE COURT ORDERS** that an office copy of this Order be delivered to the Registrar of Companies by each Company.

Mr Justice Trower

Dated 3 June 2020

**Service of the order**

The court has provided a sealed copy of this order to the serving party:

Macfarlanes LLP at 20 Cursitor Street, London EC4A 1LT Tel: 020 7831 9222 Fax: 020 7831 9607

Ref: SJYB/JXB/TAW/663960

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND EXACT COPY OF THE ORIGINAL  
MACFARLANES LLP  
20 CURSITOR STREET  
LONDON EC4A 1LT  
4 JUNE 2020

**THE SCHEMES**

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
INSOLVENCY AND COMPANIES LIST (ChD)**

No. CR-2020-001639

**IN THE MATTER OF CASTLE TRUST DIRECT PLC**

**- and -**

**IN THE MATTER OF CASTLE TRUST CAPITAL PLC**

**- and -**

**IN THE MATTER OF THE COMPANIES ACT 2006**

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**SCHEMES OF ARRANGEMENT**  
**(under Part 26 of the Companies Act 2006)**

**- between -**

**CASTLE TRUST DIRECT PLC**

**- and -**

**CASTLE TRUST CAPITAL PLC**

**- and -**

**THE SCHEME CREDITORS**  
**(as defined below)**

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## 1 Definitions and Interpretation

### 1.1 Definitions

In the Schemes, unless the context requires otherwise:

**Account Holder:** a person who holds one or more Fixed Rate Accounts as a result of their interests in Fortress Bonds having been converted into interests in those Fixed Rate Accounts under the Schemes;

**Account Terms and Conditions:** the terms and conditions which together will govern the Fixed Rate Accounts, and being the Fixed Rate Account Terms and Conditions and the General Terms and Conditions;

**Applicable Final Terms:** for any series of Fortress Bonds, the set of Final Terms applicable to that series of Fortress Bonds;

**Banking Licence:** permission to carry on the activity of accepting deposits pursuant to Part 4A of the Financial Services and Markets Act 2000;

**Base Prospectus:** a base prospectus listed in Part 2 of Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Business Day:** a day (other than a Saturday or Sunday) on which banks are open for general business in London and Jersey;

**Conditions Precedent:**

- (a) an office copy of the order of the Court sanctioning the Schemes is delivered to the Registrar of Companies in England and Wales for registration; and
- (b) a Full Banking Licence is granted to CTC;

**CTC:** Castle Trust Capital plc, a company registered in England and Wales (registered number 07454474) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTCM:** Castle Trust Capital Management Limited, a company registered in England and Wales (registered number 07504954) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTCN:** Castle Trust Capital Nominees Limited, a company registered in England and Wales (registered number 07801931) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTD:** Castle Trust Direct plc, a company registered in England and Wales (registered number 09046984) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**Court:** the High Court of Justice of England and Wales;

**Deposit:** a credit balance in a Fixed Rate Account;

**Effective Date:** the fifth Business Day after the date on which the last of the Conditions Precedent has been satisfied;

**Effective Time:** 7.00 a.m. on the Effective Date;

**Expert:** has the meaning given to it in clause 8.2 (*Resolution by Expert*);

**Explanatory Statement:** the statement dated on or about 6 April 2020 explaining the effect of the Schemes to the Scheme Creditors in compliance with section 897 of the Companies Act 2006 and including the Supplementary Statement;

**Final Terms:** a set of final terms listed in Part 3 of Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Fixed Rate Account:** a fixed interest rate deposit account held with CTC;

**Fixed Rate Account Clause:** the clause of the Fixed Rate Account Terms and Conditions bearing the corresponding number;

**Fixed Rate Account Terms and Conditions:** the Fixed Rate Accounts Product Specific Terms and Conditions in the form set out at Appendix 1 (*The Fixed Rate Account Terms and Conditions*) to these Schemes;

**Fixed Rate Cash ISA Account:** means a Fixed Rate Cash ISA Account as that term is used in the Fixed Rate Account Terms and Conditions;

**Fixed Rate Saver Account:** means a Fixed Rate Saver Account as that term is used in the Fixed Rate Account Terms and Conditions;

**Fortress Bonds:** the notes issued pursuant to the Fortress Bond Documents;

**Fortress Bond Documents:** the documents listed in Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Fortress Bond Terms and Conditions:** the terms and conditions which together govern the Scheme Creditors' interests in the Fortress Bonds, and being, in the case of any given series of Fortress Bonds, the Note Conditions, Sale Conditions and Applicable Final Terms relating to that series of Fortress Bonds;

**Full Banking Licence:** a Banking Licence which no longer has a restriction on mobilisation attached to it;

**Funding Period:** has the meaning given to it in the Fixed Rate Account Terms and Conditions;

**General Clause:** the clause of the General Terms and Conditions bearing the corresponding number;

**General Terms and Conditions:** the General Terms and Conditions in the form set out at Appendix 2 (*The General Terms and Conditions*) to these Schemes;

**Jersey Court:** the Royal Court of Jersey;

**Liabilities:** all present, future, actual or contingent liabilities, however, wherever and in whatever capacity and under whatever law or legal theory so arising (including in contract, debt, tort, restitution or by statute and in whatever jurisdiction), whether or not its amount is fixed or undetermined, whether sole or joint and whether or not it involves the payment of money or the performance of any other act or obligation whatsoever and whether known or unknown;

**Note Conditions:** in relation to any series of Fortress Bonds, the terms set out in "Part VIII – Terms and conditions of the Notes" of the Base Prospectus applicable to that series of Fortress Bonds, as amended by any Supplementary Prospectus applicable to that series of Fortress Bonds;

**Portal:** a secure online facility made available to Scheme Creditors and which is accessible via the Website;

**Proceeding:** any action, claim, process, legal or other proceeding including any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, set-off, combination of accounts, demand for cash collateral, demand for mandatory prepayment, execution,

restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment, giving of notice, acceleration of debt, enforcement of any security or enforcement of any documentary credit;

**Record Date:** the date which is three Business Days before the date of the Scheme Meetings or such later date as the Scheme Companies may determine (and which will be notified in writing by the Scheme Companies to the Scheme Creditors);

**Record Time:** 5.00 p.m. on the Record Date;

**Registrar:** JTC (Jersey) Limited, a company registered in Jersey (registered number 37293) whose registered office is at 28 Esplanade, St Helier, Jersey, JE2 3QA;

**Sale Conditions:** in relation to any series of Fortress Bonds, the terms set out in "Part XIX – The Castle Trust Direct plc Fortress Bonds Terms and Conditions" or "Part XX – The Castle Trust Direct plc Fortress Bonds Terms and Conditions" (as the case may be) of the Base Prospectus applicable to that series of Fortress Bonds, as amended by any Supplementary Prospectus applicable to that series of Fortress Bonds;

**Schemes:** the two inter-linked schemes of arrangement in this document in their present form or with or subject to any modifications, additions or conditions that the Court may approve and that are consented to by the Scheme Companies;

**Scheme Claim:** a claim against a Scheme Company in respect of Liabilities arising under or in connection with Fortress Bonds and the Fortress Bond Documents;

**Scheme Companies:** CTC and CTD;

**Scheme Consideration:** the Deposits, the Accrued Interest, the interests in Fixed Rate Accounts and all other rights conferred on the Scheme Creditors under these Schemes;

**Scheme Creditor:** a person who holds a Scheme Claim, but excluding CTCM, CTCN, the Registrar, the Trustee and any other person who has undertaken to the Court not to Vote;

**Scheme Meeting:** the meeting of a Scheme Company's Scheme Creditors convened by the order of the High Court pursuant to Section 896 of the Companies Act 2006 for the purposes of considering, and if thought fit, approving the terms of the Scheme proposed by that Scheme Company;

**Supplementary Statement:** the statement supplementary to the Explanatory Statement setting out, among other things, timings and arrangements for Voting and how the Scheme Creditors may participate in the Scheme Meetings by remote means;

**Supplementary Prospectus:** a supplementary prospectus listed in Part 2 of Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Trustee:** JTC Trustees (UK) Limited, a company registered in England and Wales (registered number 04491706) whose registered office is at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF;

**Voting:** the exercise of a Scheme Creditor's vote to approve or reject a Scheme at a Scheme Meeting and "Vote" shall be construed accordingly; and

**Website:** <https://www.castletrust.co.uk/scheme>.

## 1.2 Interpretation

In these Schemes, unless the context otherwise requires:

- 1.2.1 references to law include common or customary law, principles of equity and any constitution, code of practice, decree, judgment, decision, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure

in any jurisdiction or any present or future directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- 1.2.2 references to any provision of any law or regulation are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re-enacted, and as referring to all by-laws, instruments, orders and regulations for the time being made under or deriving validity from that provision;
- 1.2.3 a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests;
- 1.2.4 references to rights include all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present and future, actual and contingent);
- 1.2.5 references to including mean including without limitation;
- 1.2.6 a defined term includes its other cognate forms;
- 1.2.7 references to indebtedness include any obligation or claim for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.8 unless otherwise stated, references to annexes, recitals, parts, schedules, clauses, appendices and paragraphs are references to the annexes, recitals, parts, schedules, clauses, appendices and paragraphs respectively of or to the Schemes;
- 1.2.9 references to a person include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state or state agency;
- 1.2.10 references to an agreement, deed or document shall be construed also to refer to such agreement, deed or document as amended, supplemented, restated, varied, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant to it;
- 1.2.11 the singular includes the plural and vice versa and words importing one gender include the other gender;
- 1.2.12 headings to recitals, parts, appendices and clauses are for ease of reference only and shall not affect the interpretation of the Schemes;
- 1.2.13 to the extent that there is any conflict or inconsistency between the terms of the Schemes and the Explanatory Statement, the terms of the Schemes shall prevail;
- 1.2.14 references to the Schemes or its cognate forms means the Schemes, on the terms of this document;
- 1.2.15 if any obligation is to be performed under the terms of the Schemes on a date other than a Business Day, the relevant obligation shall be performed on the next Business Day

- 1.2.16 a reference to the Schemes is to the Schemes as modified with the consent, or by the order, of the Court; and
- 1.2.17 all references to time in the Schemes are to London time.
- 1.3 The directors, officers, employees and agents of the Scheme Companies, and CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents, shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce all of the rights and benefits accruing to them under the Schemes at all times as if they were party to the Schemes.
- 2 **Application and effectiveness of the Schemes**
  - 2.1 The Schemes shall become effective at the Effective Time.
  - 2.2 The Scheme Companies will promptly notify the Court, the Scheme Creditors, CTCN, the Registrar, the Trustee, the Financial Conduct Authority and the Prudential Regulatory Authority that the Effective Time has occurred.
- 3 **Compromise and arrangement**
  - 3.1 **Fixed Rate Accounts**
    - 3.1.1 At or before the Effective Time for each series of Fortress Bonds in respect of which a Scheme Creditor is shown in the records maintained by CTCN as holding a beneficial interest, CTC shall open a corresponding Fixed Rate Account in the name of that Scheme Creditor.
    - 3.1.2 Where that Scheme Creditor is showing as holding their beneficial interest in relevant series of Fortress Bonds through an ISA, that Fixed Rate Account will be a Fixed Rate Cash ISA Account for the purposes of the Account Terms and Conditions. That Fixed Rate Account will otherwise be a Fixed Rate Saver Account for the purposes of the Account Terms and Conditions.
    - 3.1.3 In the event of a dispute as to the identity of the Scheme Creditor for whom that beneficial interest was held prior to the Effective Time, CTC shall open a Fixed Rate Account in the name of such Scheme Creditor as is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), to have held that beneficial interest, if necessary in substitution for the account opened in accordance with clause 3.1.1.
  - 3.2 **Replacement of terms and conditions**

At and from the Effective Time, subject to the remaining provisions of this clause 3 (*Compromise and Arrangement*):

    - 3.2.1 the Fortress Bond Terms and Conditions shall be discharged and of no effect such that the Scheme Creditors have no claim thereunder against either Scheme Company;
    - 3.2.2 the Scheme Creditors shall in place of the rights so discharged acquire under the Schemes rights against CTC under a banking contract governed by the Account Terms and Conditions; and
    - 3.2.3 each Scheme Creditor on the one hand and CTC on the other hand shall be bound by the Account Terms and Conditions in relation to all matters concerning the Fixed Rate Accounts, and accordingly for these purposes references in the Account Terms and Conditions to "you" shall be construed as references to the relevant Scheme Creditor and references in the Account Terms and Conditions to "we or "us" shall be construed as references to CTC.

### 3.3 Conversion of interests in Fortress Bonds to interests in Deposits

At and from the Effective Time, in consideration of the above discharge and substitution and for the releases given by each Scheme Creditor pursuant to clause 4.1 (*Release of each Scheme Company and their affiliates*):

- 3.3.1 CTC will credit each Fixed Rate Account in the name of a Scheme Creditor:
  - 3.3.1.1 with a Deposit equal in amount to the total principal value of the corresponding series of Fortress Bonds in respect of which that Scheme Creditor is shown in the records maintained by CTCN as holding a beneficial interest at the Effective Time; or
  - 3.3.1.2 (in the event of a dispute as to the total principal value of the corresponding series of Fortress Bonds in respect of which that Scheme Creditor holds a beneficial interest), with a Deposit equal in amount to such total principal value of the corresponding series of Fortress Bonds in respect of which such Scheme Creditor is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), as having held a beneficial interest at the Effective Time; and
- 3.3.2 CTC will additionally credit each Fixed Rate Account in the name of a Scheme Creditor:
  - 3.3.2.1 with an amount of accrued but unpaid interest equal to the amount of accrued but unpaid interest to which that Scheme Creditor is shown in the records maintained by CTCN as having been beneficially entitled in relation to the corresponding series of Fortress Bonds immediately prior to the Effective Time; or
  - 3.3.2.2 (in the event of a dispute as to amount of accrued but unpaid interest to which that Scheme Creditor was beneficially entitled immediately prior to the Effective Time) with an amount of accrued but unpaid interest equal to the amount of accrued but unpaid interest in respect of which such Scheme Creditor is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), as having held a beneficial interest at the Effective Time

provided that no Deposit and no interest credited to a Fixed Rate Account pursuant to this clause 3.3 will be capable of being withdrawn prior to the maturity date, as that term is used in the Fixed Account Terms and Conditions as modified by clause 3.4 (*Maturity date*), save where the early withdrawal provisions of Fixed Rate Account Clauses 1.18 to 1.20 (*"Can I close my account early?"*) and/or Fixed Rate Account Clause 1.22 (*"Can I withdraw my money?"*) apply.

### 3.4 Maturity date

At and from the Effective Time, the "maturity date" (as that term is used in the Fixed Account Terms and Conditions) for each Fixed Rate Account to which CTC has credited a Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*) shall be the "Maturity Date" (as that term is used in the Fortress Bond Terms and Conditions) of the corresponding series of Fortress Bonds prior to the Effective Time.

### 3.5 Interest rate

At and from the Effective Time, the "interest rate" (as that term is used in the Fixed Account Terms and Conditions) for each Fixed Rate Account to which CTC has credited a Deposit



pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*) shall be the "Rate of Interest" (as that term is used in the Fortress Bond Terms and Conditions) applicable to the corresponding series of Fortress Bonds prior to the Effective Time.

### 3.6 Other provisions of the Fixed Account Terms and Conditions

At and from the Effective Time, the following additional Fixed Rate Account Clauses shall be construed or interpreted in the following manners in relation to each Fixed Rate Account to which CTC has credited a Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*):

- 3.6.1 for the purposes of Fixed Rate Account Clauses 1.1 to 1.4 (*"How do I open my account?"*), there will be no need for the relevant Scheme Creditor to apply for that Fixed Rate Account, as that Fixed Rate Account will be opened automatically on their behalf;
- 3.6.2 Fixed Rate Account Clauses 1.5 and 1.6 (*"How do I manage my account?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.3 for the purposes of Fixed Rate Account Clauses 1.7 to 1.12 (*"How do I fund my account?"*):
  - 3.6.3.1 the "Account Opening Date" will be the date on which CTC opens that Fixed Rate Account in accordance with clause 3.1 (*Fixed Rate Accounts*);
  - 3.6.3.2 there will be no need for the relevant Scheme Creditor to undergo Verification Checks;
  - 3.6.3.3 the payment of cleared funds into that Fixed Rate Account will be deemed to have occurred automatically on the Effective Date and will also be deemed to have occurred during the Funding Period;
  - 3.6.3.4 Scheme Creditors will not be permitted to pay additional deposits into that Fixed Rate Account; and
  - 3.6.3.5 where, as at the Effective Date, any Scheme Creditor holds beneficial interests in Fortress Bonds of more than £500,000 in aggregate or any related Scheme Creditors registered at the same UK address hold beneficial interests in Fortress Bonds of more than £1,000,000 in aggregate, any maximum balance limits which would otherwise restrict the amount which those Scheme Creditors can hold in their Fixed Rate Account will not apply.
- 3.6.4 for the purposes of Fixed Rate Account Clauses 1.13 to 1.17 (*"Can I change my mind?"*), CTC will look at the number of days, *n*, which have already elapsed between the date when the relevant Scheme Creditor acquired its beneficial interest in the relevant Fortress Bonds and the Effective Date, and:
  - 3.6.4.1 where *n* is greater or equal to 14, no Cooling Off Period will be available; but
  - 3.6.4.2 where *n* is less than 14, a Cooling Off Period equal to 14-*n* days will apply.

- 3.6.5 Fixed Rate Account Clauses 1.18 to 1.20 (*"Can I close my account early?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.6 Fixed Rate Account Clause 1.21 (*"Can I withdraw my money?"*) will apply to each Fixed Rate Saver Account in unmodified form in the same way as it would for any other Fixed Rate Saver Account and Fixed Rate Account Clause 1.22 (*"Can I withdraw my money?"*) will apply to each Fixed Rate Cash ISA Account in unmodified form in the same way as it would for any other Fixed Rate Cash ISA Account;
- 3.6.7 for the purposes of Fixed Rate Account Clauses 1.23 to 1.25 (*"How long is my account fixed for?"*):
  - 3.6.7.1 "the term" will be deemed to commence on the Effective Date and expire on the maturity date for that Fixed Rate Account, that maturity date in turn having been determined in accordance with clause 3.4 (*Maturity Date*); and
  - 3.6.7.2 there will be no need to make an account application and no welcome letter.
- 3.6.8 for the purposes of Fixed Rate Account Clauses 1.26 to 1.28 (*"What is the interest rate?"*), interest will be deemed to have started on the Effective Date at the interest rate determined in accordance with clause 3.5 (*Interest rate*);
- 3.6.9 Fixed Rate Account Clauses 1.29 and 1.30 (*"How is interest calculated?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.10 for the purposes of Fixed Rate Account Clauses 1.31 to 1.35 (*"Can Castle Trust Bank change the interest rate?"*):
  - 3.6.10.1 the provisions relating to Our Best Rate Promise will not apply; but
  - 3.6.10.2 CTC will have no right to change the interest rate;
- 3.6.11 for the purposes of Fixed Rate Account Clauses 1.36 and 1.37 (*"When will interest be paid?"*):
  - 3.6.11.1 interest will be paid only on the date(s) that interest was previously due to be paid under the relevant Fortress Bonds; and
  - 3.6.11.2 interest will not be capitalised;
- 3.6.12 Fixed Rate Account Clauses 1.38 to 1.41 (*"What happens at maturity?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account, and where funds are rolled into a new Fixed Rate Account, the modifications in this clause 3.6 will no longer apply to that new Fixed Rate Account; and
- 3.6.13 Fixed Rate Account Clauses 1.42 to 1.53 (*"ISA Specific Features"*) will apply to each Fixed Rate Cash ISA Account in unmodified form in the same way as they would for any other Fixed Rate Cash ISA Account.

### 3.7 Provisions of the General Terms and Conditions

As from the Effective Time, the following General Clauses shall be construed or interpreted in the following manners in relation to each Fixed Rate Account to which CTC has credited a

Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*):

3.7.1 for the purposes of General Clauses 2.2 to 2.4 (*Eligibility*):

3.7.1.1 there will be no requirement for a Scheme Creditor who becomes an Account Holder to be UK resident where that Scheme Creditor was not UK resident immediately prior to the Effective Date;

3.7.1.2 there will be no requirement for a Scheme Creditor who becomes an Account Holder to be a private individual (and accordingly there will be no requirement for that Scheme Creditor to be 18 or older or to have a NI number) where that Scheme Creditor was not required to be a private individual under the set of Fortress Bond Terms and Conditions which governed the Fortress Bonds in which that Scheme Creditor held a beneficial interest immediately prior to the Effective Date;

3.7.2 General Clauses 2.5 to 2.9 (*Application*), 2.10 to 2.15 (*Onboarding*) and 2.16 to 2.18 (*Paying into or from your account*) will not apply;

3.7.3 for the purposes of General Clause 2.21 (*Account limits*), where, as at the Effective Date, any Scheme Creditor holds beneficial interests in Fortress Bonds of more than £500,000 in aggregate or any related Scheme Creditors registered at the same UK address hold beneficial interests in Fortress Bonds of more than £1,000,000 in aggregate, any maximum balance limits which would otherwise restrict the amount which those Scheme Creditors can hold in their Fixed Rate Account will not apply; and

3.7.4 all other General Clauses will apply in unmodified form in the same way as they would for any other Fixed Rate Account.

#### **4 Releases**

##### **4.1 Release of each Scheme Company and their affiliates**

At and from the Effective Time, in consideration for having received from CTC the Scheme Consideration which is due to them under the Schemes and any other rights which they may have as result of the Schemes each Scheme Creditor:

4.1.1 releases each Scheme Company, CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents from any and all further *Liability under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds*;

4.1.2 waives any and all claims they may have against either Scheme Company, CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds;

4.1.3 without prejudice to the releases and waivers set out in clauses 4.1.1 and 4.1.2, in their capacity as a Scheme Creditor of CTC releases CTD from any and all further *Liability*, and waives any and all claims they may have against CTD, under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds; and

4.1.4 irrevocably and unconditionally waives and releases any right that they may have to argue the releases and waivers set out in clauses 4.1.1, 4.1.2 and 4.1.3 are or might be ineffective.

#### **4.2 Release of each Scheme Creditor**

At and from the Effective Time, each Scheme Company:

- 4.2.1 releases each Scheme Creditor from any and all further Liability under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds;
- 4.2.2 waives any and all claims they may have against any Scheme Creditor under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds; and
- 4.2.3 irrevocably and unconditionally waives and releases any right that they may have to argue the releases and waivers set out in clauses 4.2.1 and 4.2.2 are or might be ineffective.

#### **5 Persons bound**

- 5.1 The compromise and arrangement effected by the Schemes shall apply to all Scheme Claims and shall be binding on all Scheme Creditors, the Scheme Companies, CTCM, CTCN, the Registrar, the Trustee, any other person who has given an undertaking to the Court to be bound by the terms of the Schemes substantially in the form set out in Appendix 4 (*Form of Undertaking*) and, in each case, their respective successors and assigns.
- 5.2 Claims of creditors of the Scheme Companies which are not Scheme Claims will not be affected by the Schemes and will continue to be paid in full in the ordinary course of each Scheme Company's business or otherwise when due.

#### **6 Instructions, Authorisations and Directions**

On and from the Effective Time, each Scheme Creditor irrevocably instructs and authorises each of the Scheme Companies to execute any documents and to take all such other actions which are required to be executed to give effect to the Schemes.

#### **7 Scheme Claims**

##### **7.1 Scheme Claim amounts for the purposes of Voting**

The value of each Scheme Creditor's total Scheme Claim for the purposes of Voting will be calculated as the aggregate of the principal values of each series of Fortress Bonds in which that Scheme Creditor holds a beneficial interest at the Record Time based upon figures provided by CTCN.

##### **7.2 Authority to disclose Information**

Each Scheme Creditor irrevocably authorises, empowers and appoints CTCN to provide the Scheme Companies with the amounts of each Scheme Claim held by such Scheme Creditor as stated in the books and records of CTCN. The Scheme Creditors agree that the Scheme Companies shall use the information provided by CTCN from such books and records to calculate and determine:

- 7.2.1 the entitlement of each Scheme Creditor to Vote; and
- 7.2.2 the value of the Scheme Consideration to be received by that Scheme Creditor,

and that any such determination shall, in the absence of manifest error, be conclusive and binding on that Scheme Creditor and the other parties to these Schemes.

##### **7.3 Effect of payment of Scheme Claims prior to the Effective Time**

- 7.3.1 The fact that that a Scheme Creditor's Scheme Claim may be reduced or extinguished during the period between the Record Time and the Effective Time as a result of that Scheme Creditor being paid the proceeds of any Fortress Bonds during that period shall not retrospectively affect the validity of any Vote cast by that Scheme Creditor at the Scheme Meeting.
- 7.3.2 The Scheme Consideration to be received by any Scheme Creditor shall, however, be calculated and determined in accordance with clause by reference to the total value of that Scheme Creditor's beneficial interests as at the Effective Time in accordance with clause 3 (*Compromise and Arrangement*), *not by reference to the value of that Scheme Creditor's Scheme Claim for the purposes of Voting as at the Record Time.*

## 8 Disputes

### 8.1 Disagreements regarding CTCN's records

If any Scheme Creditor disagrees with the records held by CTCN in respect of:

- 8.1.1 the total principal value of any series of Fortress Bonds in respect of which that Scheme Creditor held a beneficial interest at the Effective Time;
- 8.1.2 the total amount of accrued but unpaid interest to which any Scheme Creditor was entitled prior to the Effective Time; or
- 8.1.3 the identity of the Scheme Creditor who was beneficially entitled to any series of Fortress Bonds at the Effective Time

that Scheme Creditor shall notify CTC within 14 days of the Effective Date setting out the reasons why they disagree.

### 8.2 Resolution by Expert

In the event that a Scheme Creditor gives notice in accordance with clause 8.1 and the Scheme Creditor and CTC fail to resolve any dispute within 28 days, then either CTC or the Scheme Creditor may notify the other that they wish to refer the dispute to an independent chartered accountant with not less than ten years' professional experience (an "**Expert**"). CTC shall accordingly then refer the dispute to the Expert as soon as the relevant Expert has been chosen in accordance with clause 8.3. The Expert's opinion shall be final and binding on the Scheme Companies and the Scheme Creditor, subject to clause 8.5 (*Financial Ombudsman Service*) and insofar as the law otherwise allows. The Expert shall *act as an expert and not as an arbitrator. In so far as the law allows, there shall be no right of appeal from a decision of the Expert.*

### 8.3 Choice of Expert

CTC shall notify the Scheme Creditor which is counterparty to the relevant dispute of its choice of Expert. If the counterparty notifies CTC in writing that they object to the Expert selected by CTC within five Business Days of such notice from CTC, the counterparty and CTC shall use reasonable efforts to agree upon an Expert. If the counterparty and CTC do *not agree upon an Expert within seven days of such notice of objection having been given* by the counterparty (or if such notice of objection is not given within the period of five Business Days referred to above in this clause) CTC's choice of Expert shall be binding, subject to clause 8.5 (*Financial Ombudsman Service*) and in so far as the law otherwise allows.

### 8.4 Bar Date

Subject to clause 8.5 (*Financial Ombudsman Service*), a Scheme Creditor who fails to notify CTC that they disagree with the records held by CTCN in respect of any of the matters stipulated in clause 8.1 within the 14-day period stipulated in that clause 8.1 shall have no

further right to pursue any remedy against the Scheme Companies in respect of any matter stipulated in clause 8.1 save to the extent that the Scheme Companies, in their sole discretion, may agree otherwise.

**8.5 Financial Ombudsman Service**

Nothing in this clause 8 (*Disputes*) shall prevent a Scheme Creditor from referring a complaint to the Financial Ombudsman Service in circumstances where that Scheme Creditor has the right to do so.

**9 Assignments and transfers**

9.1.1 Notwithstanding any provision of the Fortress Bond Documents but subject to clause 9.1.2 below, no assignment or transfer of any beneficial entitlement to any Fortress Bonds or of any other rights or obligations under or in respect of any of the Scheme Claims on after the Record Time shall be recognised by the Scheme Companies for the purpose either of determining the entitlements of the Scheme Creditors to Vote in relation to the Schemes at the Scheme Meetings or of determining the entitlements of the Scheme Creditors to receive the Scheme Consideration.

9.1.2 Where a Scheme Company has received from any person believed to be a Scheme Creditor notice in writing of an assignment or transfer of any beneficial entitlement they may have to any Fortress Bonds or of any other rights or obligations under or in respect of any of the Scheme Claims after the Record Time, the Scheme Companies may, in their sole discretion and subject to the production of such other evidence as the Scheme Companies may reasonably require, agree to recognise such assignment or transfer for the purpose of determining entitlements under the Schemes. It shall be a term of such recognition that the assignee or transferee of a Scheme Claim so recognised by the Scheme Company shall be bound by the terms of the Schemes and for the purposes of the Schemes shall be a Scheme Creditor.

**10 Scheme Creditor Undertakings**

**10.1 Each Scheme Creditor:**

10.1.1 irrevocably authorises, consents to, ratifies and confirms everything which the Scheme comprises and the Scheme Companies may lawfully do or cause to be done or purport to do pursuant to the authority conferred by clause 6 (*Instructions, Authorisations and Directions*);

10.1.2 irrevocably consents to:

10.1.2.1 the terms and conditions of, and compromise and arrangement effected by, the Schemes;

10.1.2.2 the receipt by itself and each other Scheme Creditor of the Scheme Consideration; and

10.1.2.3 the allocation of the Scheme Consideration and the matters necessary to implement such allocation in accordance with the terms of the Schemes.

10.2 To the extent permitted by law, no Scheme Creditor shall be entitled to challenge the validity of any act done or omitted to be done in good faith by a Scheme Company in connection with its actions or omissions pursuant to the authority granted to it under clause 6 (*Instructions, Authorisations and Directions*) in accordance with the provisions of the Schemes or the exercise by the Scheme Companies or an Expert (or any of their respective authorised signatories, directors, officers, agents, employees and/or delegates) in good faith

of any power conferred upon them for the purposes of the Schemes if exercised in accordance with the provisions of the Schemes.

- 10.3 Neither the Scheme Companies nor any Expert shall be liable for any cost, loss or liability in connection with the Schemes, or their formulation, promotion or implementation unless such loss is attributable to the gross negligence, wilful misconduct, or fraud of the relevant Scheme Company or that Expert (or any of their respective authorised signatories, agents, employees and/or delegates). Neither the Scheme Companies nor any Expert shall be liable for any consequential loss or liability incurred by any person in connection with the Schemes.

## 11 General Scheme Provisions

### 11.1 Costs

The Scheme Companies shall pay, or procure the payment of, the costs, charges, expenses and disbursements incurred by them in connection with the Schemes, including the costs, charges, expenses and disbursements of any Expert.

### 11.2 Modifications of the Schemes

The Scheme Companies may, at any time after the Effective Time may make such non-material and/or technical modifications of the Schemes as they may consider necessary provided such modifications would not in the opinion of the Scheme Companies (acting reasonably) have an adverse effect on the interests of any Scheme Creditor under the Schemes. Where the Scheme Companies make any such modification, they will promptly publish details of that modification on the Website.

### 11.3 Prohibition on Proceedings

- 11.3.1 Subject to clause 11.3.2 below, no Scheme Creditor may commence, support any person commencing, or instruct any person to commence or take any Proceeding against either Scheme Company or any of their respective directors, officers or advisors in respect of or arising from or relating to the terms of the Fortress Bond Documents or the formulation, promotion or implementation of the Schemes.

- 11.3.2 A Scheme Creditor may take Proceedings against a Scheme Company to enforce its rights under the Schemes provided that:

11.3.2.1 such Proceedings do not relate to a dispute regarding any of the matters outlined in clause 8.1 (*Disagreements regarding CTCN's records*); or

11.3.2.2 (so far as such Proceedings relate to the Schemes) such Scheme Creditor provides ten Business Days' notice of its intention to commence such Proceedings to the Scheme Company concerned.

- 11.3.3 Each Scheme Creditor will hold on trust for the benefit of the Scheme Company or (as applicable) its directors, officers or advisers (including Advisers) any recovery made pursuant to any Proceeding in breach of this clause 11.2 and will turn over any such recovery forthwith upon demand being made by the relevant Scheme Company without set-off, counterclaim or deduction. To the extent that the asset comprising the recovery cannot be held on trust by the Scheme Creditor, the Scheme Creditor shall pay to the Scheme Company an amount equal to that recovery immediately upon demand being made by the Scheme Company without set-off, counterclaim or deduction, to be held on trust by the Scheme Company for the person(s) entitled to it.

- 11.3.4 Nothing in this clause 11.3 shall restrict the ability of a Scheme Creditor, in their new capacity as an Account Holder following the Effective Time, from taking Proceedings against CTC where they considers that CTC has failed to comply with its ongoing obligations under the Account Terms and Conditions.

**11.4 Obligations on days other than a Business Day**

If any obligation is to be performed under the terms of the Schemes on a day other than a Business Day, the relevant obligation shall be performed on the next Business Day.

**11.5 Notices**

- 11.5.1 Any notice or other written communication to be given under or in relation to the Schemes shall be given in writing and shall be deemed to have been duly given if:

11.5.1.1 it is sent by post, and by airmail where it is addressed to a different country from that in which it is posted, to:

- (i) in the case of either Scheme Company, PO Box 6965, Basingstoke RG24 4XE, and marked "For the attention of the Scheme Administrator" or to such replacement postal address as may be notified by the Scheme Companies (or either of them) to the Scheme Creditors in order to receive postal correspondence in connection with the Schemes; and
- (ii) in the case of a Scheme Creditor, its postal address according to the records maintained by CTCN or to such replacement postal address as may be notified by that Scheme Creditor to the Scheme Companies in order to receive postal correspondence more generally in connection with the Fortress Bonds and/or Fixed Rate Accounts;.

- 11.5.2 Any notice or other written communication to be given under the Schemes shall be deemed to have been served:

11.5.2.1 if delivered by hand, on the first Business Day following delivery; and

11.5.2.2 if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting.

- 11.5.3 Any communication to be made under or in connection with the Schemes, may be made by electronic mail or other electronic means:

11.5.3.1 in the case of the Scheme Companies, to [scheme@castletrust.co.uk](mailto:scheme@castletrust.co.uk) or to such replacement electronic mail address as may be supplied by the Scheme Companies (or either of them) to the Scheme Creditors in order to receive electronic mail correspondence in connection with the Schemes; and

11.5.3.2 in the case of a Scheme Creditor, to such electronic mail address as has most recently been notified by that Scheme Creditor to the Scheme Companies in order to receive electronic mail correspondence more generally in connection with the Fortress Bonds and/or Fixed Rate Accounts.



- 11.5.4 Any electronic communication made in respect of the Schemes will be effective only when actually received in readable form.
  - 11.5.5 In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.
  - 11.5.6 The accidental omission to send any notice, written communication or other document in accordance with this clause 11.4 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of the Schemes.
- 11.6 Severability**
- If any provision of either Scheme is or at any time becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity nor enforceability in such jurisdiction of any other provision of that Scheme, nor the legality, validity or enforceability under the laws of any other jurisdiction of any provision of that Scheme, shall be affected or impaired.
- 11.7 Delegation**
- 11.7.1 The Scheme Companies may perform their rights, powers, duties, discretions and/or obligations, through such one or more authorised signatories, acting jointly or severally, as they may appoint from time to time.
  - 11.7.2 The Scheme Companies may also delegate their rights, powers, duties, discretions and/or obligations (including the execution and delivery of any document or instrument) to any person they deem appropriate, in their sole discretion.
- 11.8 Future liquidations or dissolution**
- The Schemes shall be unaffected by any liquidation, dissolution or similar process in its jurisdiction of incorporation of either Scheme Company after the Effective Time and shall, in those circumstances, continue according to its terms.
- 11.9 Governing law and jurisdiction**
- 11.9.1 The Schemes and all matters arising from or in connection with it (including any contractual or non-contractual obligations) shall be governed by, and construed in accordance with, the laws of England and Wales.
  - 11.9.2 Subject to the provisions of clause 8 (*Disputes*) and clause 11.2 (*Prohibition on Proceedings*), each Scheme Creditor irrevocably agrees that the Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding (including any Proceeding which is permitted by the terms of the Schemes) and to settle any dispute which may arise out of or in connection with any provision of the Schemes or their implementation, or out of any action taken or omitted to be taken under the Schemes or their administration or any non-contractual obligations arising out of or in connection with the Schemes. For such purposes, the Scheme Creditors irrevocably submit to the jurisdiction of the Court.

Dated this 6th day of April 2020

## **APPENDIX 1**

### **The Fixed Rate Account Terms and Conditions**

*The Fixed Rate Account Terms and Conditions are displayed at Appendix G of the Explanatory Statement.*

## **APPENDIX 2**

### **The General Terms and Conditions**

*The General Terms and Conditions are displayed at Appendix H of the Explanatory Statement*

### **APPENDIX 3**

#### **Fortress Bond Documents**

##### **Part 1 – Material Contracts**

- 1 A marketing and agency agreement between CTD and CTCM dated 16 October 2015.
- 2 A registrar and administrator agreement between CTD and the Registrar dated 3 July 2014.
- 3 A trust deed between CTD and the Trustee dated 3 July 2014 (as amended or supplemented from time to time including on 24 June 2015 and 13 June 2017).
- 4 A nominee agreement between CTCN, CTC and CTCM relating to CTD and dated 3 July 2014.

## **Part 2 - Prospectuses**

- 1 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 3 July 2014.
- 2 Supplementary prospectus dated 8 December 2014 supplementary to the base prospectus dated 3 July 2014.
- 3 Supplementary prospectus dated 22 December 2014 supplementary to the base prospectus dated 3 July 2014.
- 4 Supplementary prospectus dated 22 May 2014 supplementary to the base prospectus dated 3 July 2014.
- 5 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 24 June 2015.
- 6 Supplementary prospectus dated 26 January 2016 supplementary to the base prospectus dated 24 June 2015.
- 7 Supplementary prospectus dated 6 June 2016 supplementary to the base prospectus dated 24 June 2015.
- 8 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 17 June 2016.
- 9 Supplementary prospectus dated 18 January 2017 supplementary to the base prospectus dated 17 June 2016.
- 10 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 13 June 2017.
- 11 Supplementary prospectus dated 11 July 2017 supplementary to the base prospectus dated 13 June 2017.
- 12 Supplementary prospectus dated 26 January 2018 supplementary to the base prospectus dated 13 June 2017.
- 13 Supplementary prospectus dated 3 April 2018 supplementary to the base prospectus dated 13 June 2017.
- 14 Supplementary prospectus dated 27 April 2018 supplementary to the base prospectus dated 13 June 2017.
- 15 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 12 June 2018.
- 16 *Supplementary prospectus dated 2 July 2018 supplementary to the base prospectus dated 12 June 2018.*
- 17 Supplementary prospectus dated 31 January 2019 supplementary to the base prospectus dated 12 June 2018.
- 18 Supplementary prospectus dated 18 March 2019 supplementary to the base prospectus dated 12 June 2018.
- 19 Supplementary prospectus dated 23 May 2019 supplementary to the base prospectus dated 12 June 2018.
- 20 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 11 June 2019.

- 21      Supplementary prospectus dated 4 July 2019 supplementary to the base prospectus dated 11 June 2019.
- 22      Supplementary prospectus dated 24 October 2019 supplementary to the base prospectus dated 11 June 2019.
- 23      Supplementary prospectus dated 29 January 2020 supplementary to the base prospectus dated 11 June 2019.

### **Part 3 – Final Terms**

The documents constituting the final terms of the Fortress Bonds for each of series 1 to 582 (inclusive) of the Fortress Bonds and any further series of the Fortress Bonds issued prior to the Record Date and which in each case take the form of the proforma set out in "Part VII – Pro forma Final Terms" of the Base Prospectus applicable to that series of Fortress Bonds.

[To go on the headed paper of the sender]

[Judge]  
Rolls Building  
Business and Property Courts of England  
and Wales  
7 Rolls Buildings  
Fetter Lane  
London EC4A 1NL

[•] 2020

Our ref

Dear Judge

**In the matter of Castle Trust Direct plc; in the matter of Castle Trust Capital plc; and in the matter of the Companies Act 2006**

**No. CR-2020-[ ]**

**[name of company] (“we” or “[abbreviation]”) - undertaking to court**

We refer to the schemes of arrangement proposed to be made between Castle Trust Direct plc and Castle Trust Capital plc (each a “**Scheme Company**” and together, the “**Scheme Companies**”) and their respective Scheme Creditors pursuant to Part 26 of the Companies Act 2006 (the “**Schemes**”).

All capitalised terms used in this letter have the same meanings as those set out in the document containing the operative provisions of the Schemes, the proposed form of which as at the date of this letter was lodged with the Court as pages [ ] to [ ] of Exhibit MPB 1 to the First Witness Statement of Martin Paul Bischoff dated [ ], and as may be subsequently amended from time to time between the date of this letter and the Effective Time.

[In connection with the Schemes we entered into a deed of termination on [•] 2020 with [relevant Scheme Company] by which all of the obligations and liabilities of the parties thereto in relation to [describe agreement] will cease as from the Effective Time.]

[Pursuant to that deed, we also provided an undertaking to [relevant Scheme Company] that, notwithstanding that we may have a Scheme Claim, we would not Vote at either Scheme Meeting and that we would provide an equivalent undertaking to the Court.]

Accordingly, by way of this letter, [company] hereby undertakes to the Court that we shall not Vote at either Scheme Meeting.

We understand that failure to keep to the terms of this undertaking may result in [company] being found to be in contempt of court. We confirm that we understand the consequences of this.

Yours faithfully

[•]

Director  
for and on behalf of  
[company]



## Fixed Rate Accounts Product Specific Terms and Conditions

These Terms and Conditions are only applicable to Castle Trust Bank **Fixed Rate Accounts** and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Fixed Rate Accounts** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

### How do I open my account?

#### 1.1 You can apply for a **Fixed Rate Account**:

- Online by visiting the Castle Trust Bank website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk);
- Via the **Self Service Portal** for customers who have registered for this service;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- By post:
  - (i) download the application for the specific **Fixed Rate Saver Account** from the Castle Trust Bank website;
  - (ii) complete the application with the details of the accountholder; and
  - (iii) send the application by post to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

1.2 Applications may be made on behalf of the accountholder by a legally appointed representative subject to the appropriate documentation being supplied.

1.3 *Applications for a **Fixed Rate Saver Account** can be made by a maximum of two applicants. Additional accountholders may be added to the account at any time until the end of the **Funding Period**.*

1.4 Applications for a **Fixed Rate Cash ISA Account** can be made by one applicant only and are subject to eligibility criteria. Please see the section "*Is my account eligible for ISA status?*"

### How do I manage my account?

#### 1.5 You can manage your account in a number of ways:

- Online via the Self Service Portal;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- By secure message through your online account;
- By sending an email to us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk); and
- By post, sending a letter to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

1.6 If you get in touch via email, we may contact you to confirm your instruction your is genuine.

### How do I fund my account?

1.7 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for specific **Fixed Rate Accounts'** funding limits.

1.8 Deposits can only be made during the **Funding Period**. You can fund your account in the following ways:

- By bank transfer from your **Nominated Account**;
- From another Castle Trust Bank account;
- By debit card; or

- By cheque.
- 1.9 The **Funding Period** lasts 14 days and begins on the **Account Opening Date** which is the day when all the **Verification Checks** are successful, and your application is accepted.
- 1.10 If you don't make a deposit within the **Funding Period**, or if the total of the deposits you have made in the **Funding Period** does not meet the minimum balance, we will:
- close your account;
  - return your funds to you; and
  - interest will not be paid if the funds do not meet the minimum balance.
- 1.11 Multiple deposits are allowed during the **Funding Period**, subject to the maximum funding limit of the product and the £1,000,000 maximum balance per **Household**.
- 1.12 We may, at our discretion, accept deposits received after the **Funding Period**.

#### Can I change my mind?

- 1.13 If you decide to cancel your account during the **Cooling Off Period**, you don't need to give us a reason and we won't charge you a cancellation fee.
- 1.14 You can contact us in the following ways to cancel your account:
- Calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
  - Sending us a secure message via your online account;
  - Emailing us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk); or
  - Writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 1.15 If you cancel your account during the **Cooling Off Period**, you won't receive any interest on your deposit for the time it was in your **Fixed Rate Account**.
- 1.16 When we receive your cancellation instruction, we'll return your funds to you in one of the following ways:
- Bank transfer to your **Nominated Account**; or
  - Refund to your debit card.
- 1.17 If, for any reason, we can't return your funds by one of these methods, we'll send you a cheque to the address on your application.

#### Can I close my account early? (Early Exit)

- 1.18 If you decide to ask us to close a **Fixed Rate Account** outside of the **Cooling Off Period**, and before the end of the term, we'll consider your request at our discretion. Generally, we'll only allow an account to be closed early in the following circumstances:
- Death of a sole accountholder; or
  - Other exceptional circumstances where you encounter and can demonstrate financial hardship.
- 1.19 If we accept your account closure request, we may apply an **Early Exit Fee** and we'll return your funds by bank transfer to your **Nominated Account**. If, for any reason, we can't return your funds to your **Nominated Account**, we'll send a cheque to the address on your application.
- 1.20 If you decide to ask us to close a **Fixed Rate Cash ISA Account** early, please see the section *Can I make withdrawals from or close my ISA?*

#### Can I withdraw my money?

- 1.21 Withdrawals from your account are not permitted at any time for a **Fixed Rate Saver Account**.

- 1.22 Withdrawals are permitted for a **Fixed Rate Cash ISA Account**, but are subject to an **ISA Early Exit Fee** (Please see the section *Can I make withdrawals from or close my ISA?*).

#### How long is my account fixed for?

- 1.23 Your account is fixed for a specific length of time ("the term"), determined by the product you applied for. The term begins on the **Account Opening Date**. The term for your account is set out in your welcome letter.
- 1.24 Account applications are subject to Product availability and specific terms may change from time to time.
- 1.25 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for available terms on **Fixed Rate Accounts**.

#### What is the interest rate?

- 1.26 The interest rate on your account is fixed for the term of the product, determined by the product you applied for. Interest starts on the first day that cleared funds are received. The interest rate for your account is set out in your welcome letter.
- 1.27 Interest rates are subject to Product availability and specific terms may change from time to time.
- 1.28 Please refer to the latest Product Summary Sheet at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for available interest rates on **Fixed Rate Accounts**.

#### How is interest calculated?

- 1.29 Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is APR divided by 365.
- 1.30 Interest is paid for every day the account remains open with a balance. Therefore, if the term of the Product spans a leap year day, interest will be accrued for the extra day.

#### Can Castle Trust Bank change the interest rate?

- 1.31 While Castle Trust Bank reserves the right to change the interest rates on our Products, your **Fixed Rate Account** benefits from **Our Best Rate Promise**.
- 1.32 **Our Best Rate Promise** runs for 14 days from:
- the **Account Opening Date**; and
  - the date that you roll your funds into a new **Fixed Rate Account** on maturity.
- 1.33 If we launch a new version of your Product with a higher interest rate than the one you applied for, you will automatically receive the higher interest rate.
- 1.34 If we reduce the interest rate, you'll still receive the same rate you applied for.
- 1.35 There's no need to contact us to benefit from **Our Best Rate Promise**, we'll automatically take the necessary steps to ensure you receive the best rate applicable to your account. We'll write to you if there's a new interest rate applied to your account.

#### When will interest be paid?

- 1.36 The frequency of interest payment on your account is determined by the Product you applied for. Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for further details.
- 1.37 Generally, your interest will be paid in line with one of five categories:
- Products of any term where interest is paid to you monthly. The interest payment will be transferred to your **Nominated Account** or **Easy Access Account** on the last calendar day

of each month and at maturity.

- Products for longer than 12 months where interest is paid to you annually. The interest payment will be transferred to your **Nominated Account** or **Easy Access Account** on the last calendar day of each month and at maturity.
- Products for longer than 12 months where interest is capitalised. The interest will be added to the balance of your account annually on the anniversary of the **Account Opening Date** (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st). You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
- Products for less than 12 months where the interest is capitalised. The interest will be added to the balance of your account at maturity. You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
- Converted accounts where interest is paid to you quarterly. The interest payment will be transferred to your **Nominated Account** on the last calendar day of each quarter and at maturity.

#### What happens at maturity?

1.38 Before your account reaches maturity, you'll need to provide us with your maturity instructions. You don't need to do anything until we get in touch with you, which will be about a month before your account matures.

1.39 You can provide us with your maturity instructions:

- Online via the Self Service Portal;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- Sending us a secure message through your online account
- By post, sending a letter to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

1.40 There are a number of options available to you at maturity:

- Roll all of the funds into a new **Fixed Rate Account**;
- Roll part of the funds into a new **Fixed Rate Account**;
- Withdraw all of the funds by bank transfer to your **Nominated Account** or an **Easy Access Account**;
- Withdraw part of the funds by bank transfer to your **Nominated Account** or an **Easy Access Account**, with the balance rolled into a new **Fixed Rate Account**.

1.41 If we do not receive your instructions before your account matures, your account will automatically convert to a **Maturity Easy Access Account**. This account has a different set of terms and conditions and a different interest rate, which is typically lower than the **Fixed Rate Account**. We will write to you with a copy of the terms and conditions if this happens.

#### ISA Specific Features

The terms and conditions in this section are only applicable to the **Fixed Rate Cash ISA Accounts** and are additional to the terms and conditions above.

##### Is my account eligible for ISA status?

1.42 **Fixed Rate Cash ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:

- ISAs must be held in a sole name;
- The account holder must be resident in the UK for tax purposes; and
- You can only open one Cash ISA per tax year.

#### **What is the tax treatment of my ISA?**

- 1.43 **Fixed Rate cash ISA Accounts** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.44 Castle Trust Bank is the ISA Plan Manager and **Fixed Rate Cash ISA Accounts** will be managed in accordance with the ISA Plan Manager rules.
- 1.45 In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.46 We will report ISA subscriptions made into a Castle Trust Bank product to HMRC on an annual basis.

#### **Can I transfer my ISA to another ISA provider?**

- 1.47 If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within 5 **Business Days** once a valid transfer instruction is received. We will not be able to 'cancel' a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.
- 1.48 You are permitted to transfer your ISA to another provider at any time. However we will apply an **ISA Early Exit Fee** if you transfer to another provider before the end of the term.
- 1.49 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for details of **ISA Early Exit Fees**.
- 1.50 We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

#### **Can I make withdrawals from or close my ISA?**

- 1.51 You may make withdrawals from your ISA at any time, subject to an **ISA Early Exit Fee**.
- 1.52 You may close your ISA at any time, subject to an **ISA Early Exit Fee**. You should be aware that closing your ISA account may impact its tax-free status. Your account cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.

#### **What happens to my ISA if I die?**

- 1.53 Your ISA will end when:
- 1.53.1 your executor closes it; or
  - 1.53.2 the administration of your estate is complete.

*Please refer to section Death of the General Terms and Conditions for further details regarding the treatment of your account in the event of your death.*

# General Terms & Conditions

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Terms and conditions-effective from 20 March 2020

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## 1. Introduction

- 1.1 This document contains the general terms and conditions (the **"General Terms and Conditions"**) applicable to our **Fixed Rate Saver, Fixed Rate Cash ISA, Easy Access Savings, Easy Access Cash ISA, Easy Access Maturity Savings and Easy Access Maturity ISA** (each a **"Product"** and together the **"Products"**).
- 1.2 Separate terms apply to each individual Product. The General Terms and Conditions should be read in conjunction with the product specific terms and conditions. If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.
- 1.3 Please read the General Terms and Conditions carefully. If you want to refer to them in future, you can access them on our website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk), via online banking, on our mobile banking app, by telephone on 0808 164 5000 or by post at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 1.4 We will deal with you solely on an execution only basis which means that we do not provide any advice to you in relation to your application for any of the Products. By accepting your application for any of the Products, we are not confirming that the Product you have selected is suitable for you. If you are in any doubt about any of our Products and their suitability to you, please speak to your financial adviser.
- 1.5 In this agreement:
- (a) **"APR"** means annual percentage rate;
  - (b) **"Account Opening Date"** means the date when all Verification Checks are successful, and the application is accepted;
  - (c) **"Business Day"** means Monday to Friday excluding English Bank Holidays;
  - (d) **"Cancellation Event"** means a customer instruction which would result in us breaching a law, regulation or sanction;
  - (e) **"Cooling Off Period"** means a 14-day period from your Account Opening Date within which you can cancel your account without giving any reason and without incurring in any charges;
  - (f) **"Early Exit"** means an accepted request from a customer upon which a customer is allowed to withdraw funds from a Fixed Rate Account before the end of the term;
  - (g) **"Early Exit Fee"** means the fee payable in connection with an Early Exit which is equivalent to any unpaid interest on the amount being withdrawn;
  - (h) **"Easy Access Accounts"** means any Easy Access Savings Account and Easy Access Cash ISA;
  - (i) **"Fixed Rate Accounts"** means any Fixed Rate Saver Accounts and Fixed Rate Cash ISA accounts;
  - (j) **"Funding Period"** means the 14-day period within which it is possible to fund the Fixed Rate Account;
  - (k) **"Household"** means related accountholders registered at the same UK address;
  - (l) **"ISA Products"** means any Fixed Rate Cash ISA, Easy Access Cash ISA and Easy Access Maturity ISA;
  - (m) **"ISA Early Exit Fee"** means a fee payable in connection with ISA transfers occurring before the end of the fixed term period;
  - (n) **"Maturity Accounts"** means any Easy Access Maturity Account and Easy Access Maturity ISA;
  - (o) **"Nominated Account"** means a UK based current account, held in the name of one or both of the

applicants, that will be used as the receiving account for any withdrawals from your Castle Trust Bank account;

- (p) "Privacy Policy" means the form of Castle Trust Bank Privacy Policy active at the date of the General Terms and Conditions;
- (q) "Product Specific Terms and Conditions" means the Fixed Rate Accounts Product Specific Terms and Conditions, Easy Access Account Product Specific Terms and Conditions and Easy Access Maturity Account Product Specific Terms and Conditions;
- (r) "Self Service Portal" means the self-service platform accessed via the Castle Trust mobile app and the Castle Trust Bank website;
- (s) "we", "our" and "us" means Castle Trust Bank ; and
- (t) "you" and "your" means our customer.

## **2. Confidentiality and Data Protection**

### **Privacy**

- 2.1 Your privacy is important to us and the information you give us is treated confidentially, in line with data protection laws.
- 2.2 Where necessary, and to help us improve our Products or service delivery, we may share your information with parties outside of Castle Trust Bank. Our Privacy Policy explains how we obtain and use and keep your information safe. We'll provide you with a copy of the Privacy Policy when you open your account, or you may find it on our website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).

### **How to contact us**

- 2.3 Our Customer Services team is available Monday to Friday 9am to 5pm. You can contact us in the following ways:
  - a) Online via the Self Service Portal;
  - b) Email us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk);
  - c) Phone us on 0808 164 5000; and
  - d) Send a letter to: Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE .

### **How we'll contact you**

- 2.4 Where possible, we'll contact you in line with your communication preference. Communication can be via post, email, secure message, messaging within the app, push notifications, SMS, or over the telephone.
- 2.5 We will only send you each text or email once. If you delete a text or email, we cannot send it again. We cannot guarantee that all letters, text messages and emails sent as part of our service will be received in a timely manner (or in exceptional circumstances at all) due to factors outside of our control.
- 2.6 You should inform us as soon as possible if any of your contact details change.
- 2.7 All the information we give you and all communications from us will be in English. We'll only accept communications and instructions from you in English.

## **3. Account basics**



### Availability of Products

- 3.1 All of our Products are subject to availability and, from time to time, we may be unable to offer you a specific Product or open an account once you have submitted an application.

### Eligibility

- 3.2 To open any Castle Trust Bank Account, you must:
- be 18 or older;
  - be a UK resident;
  - have a National Insurance number or Tax Identification Number;
  - have a UK mobile number and a valid email address; and
  - have a UK based current account in the name of one or both account holders (your **Nominated Account**).
- 3.3 When applying for a joint account we will require details of both applicants at all stages of the process.
- 3.4 The Products are currently offered only to private individuals and not to companies, partnerships, LLPs, any other entity for commercial purposes, charities and not-for-profit organisations.

### Application

- 3.5 Most Products can be applied for by the following methods:
- online by visiting the Castle Trust Bank website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk);
  - if you are an existing Castle Trust Bank customer, online via the Self Service Portal ; and
  - by phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm; and
  - by post, as detailed on the application form.
- 3.6 Please note that you may not be able to use all of these options for certain Products. Please refer to the Product specific guidelines for application process applicable to a relevant Product.
- 3.7 You can appoint a representative via Power of Attorney in order to apply for any of the Products, however any legally appointed representative would need to provide relevant documentation to us with an application.
- 3.8 As part of your application you are required to sign-up for online servicing.
- 3.9 If you have applied by phone, you will be sent details of how to set up your online account in your welcome pack.

### Onboarding

- 3.10 When you apply for any of the Products, you will be requested to provide the following basic personal information for all account holders:
- your name;
  - date of birth;
  - National Insurance number;
  - current address;
  - address history for the previous three (3) months prior to the application; and
  - contact details (email address and phone number).
- 3.11 If you are the second applicant on a joint application, once the application is successful and the account has been opened, we will send you a letter by post providing you with the online banking credentials.
- 3.12 We will use the information provided at the time of application to carry out checks that are required for

regulatory purposes, including, but not limited to:

- Fraud detection;
- Anti-money laundering checks; and
- Bank account ownership checks.

(each a "**Verification Check**" and together, the "**Verification Checks**").

3.13 If you fail the Verification Checks, depending on the nature of the failure and on a case-by-case basis, we may:

- open your account, but not make it fully operational; or
- contact you to request further information.

3.14 We reserve the right not to offer a Product or open an account based on the information we have collected or upon unavailability of any of the Products. We may not always be able to share the reason with you.

3.15 While we endeavour to open an account as quickly as possible, we do not accept liability for loss of interest while we conduct our Verification Checks or if we reject or are unable to accept your application.

#### **Paying into or from your account**

3.16 The following features apply to all of the Products:

3.16.1 There is a minimum and maximum funding limit for each Product (Please see the section *Account limits*).

3.16.2 Accounts may be funded in a number of different ways:

- by transfer from a Nominated Account;
- by existing Castle Trust Bank account transfer;
- by cheque through the post; and
- debit card.

3.16.3 ISA Products can also be funded by ISA Transfer.

3.17 Please note that not all methods of funding are available for all products. You should refer to the Product specific guidelines for detailed terms applicable to each Product.

3.18 If we have reason to believe a payment to or from your account might break any law, regulation or sanction we reserve the right to accept or reject the payment or delay processing the payment until further Verification Checks are satisfied.

#### **Account limits**

3.19 Each product has a minimum and maximum funding limit. Please refer to the Product Summary Sheet at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for details of the limits on each product.

3.20 You can accrue interest above the maximum balance amount; however, you cannot place funds into your account greater than the maximum balance value.

3.21 You can hold a maximum balance of £1,000,000 across your accounts per Household.

3.22 ISA Subscription limits are subject to current ISA rules.

3.23 Withdrawal requests that would result in the account balance falling below the minimum balance for the Product will be treated as a request to close the account and we will return the remaining funds to you. The minimum balance for each Product is detailed within the Product Summary Sheet.

3.24 Please refer to the Product Specific Terms and Conditions for detailed terms applicable to each

individual Product.

#### Statements

- 3.25 We'll provide statements annually on the anniversary of the opening of your account and in relation to the **Fixed Rate Accounts** also at the end of the fixed period. You can also request a statement at any time - just call us on 0808 164 5000, Monday to Friday 9 am to 5 pm, or contact us by post at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE - or download a statement online.

#### Changing your mind

- 3.26 If you decide not to continue with your account within the **Cooling Off Period**, we will return the funds to you in the same way we received them. If, for any reason, we are unable to return the funds this way, we will send you a cheque.

#### Closing your account

- 3.27 If you decide to close your account outside of the **Cooling Off Period**, we will calculate the amount due to you less any Product specific **Early Exit Fees** or **ISA Early Exit Fees**. The balance of funds will be transferred to your **Nominated Account** or another instant access account you own except in the following circumstances:

- 3.27.1 If there is no valid **Nominated Account** or **Easy Access Savings Account**, then funds will be returned by cheque addressed to the account holder or account holders.

- 3.28 For full details on when and how you can close your account, please refer to the Product specific guidelines.

#### When we can close your account

- 3.29 We reserve the right to close your account immediately and without notice, if you:
- no longer meet our eligibility criteria for that specific Product;
  - have given us false or misleading information;
  - have used (or could be using) the account for an illegal purpose, or allowed someone else to do this; or
  - instruct us to do something that would cause us to break any law, regulation or sanction or that would result in a **Cancellation Event**.
- 3.30 Upon the occurrence of a **Cancellation Event**, we may not return the funds in your account, or in the event that we do return the funds in your account, the payment may not include interest.

## 4. Accountability

- 4.1 We are not liable for any payment from the account, or for access to the account, if this is because you:
- have acted fraudulently;
  - have told anyone your password or other security information; or
  - have deliberately or with gross negligence failed to keep your password or other security information secret.
- 4.2 After you have told us that your security details are no longer secure, you are not responsible for any loss, unless you have acted fraudulently.
- 4.3 We do not accept liability for any scenario where the value of your account could have been increased, or where the value of your account was reduced unless this was as a result of gross negligence, deliberate breach of our obligations or fraud by us.
- 4.4 We are also not liable for loss that was caused by abnormal or unforeseen circumstances that we

couldn't reasonably control.

- 4.5 We are not liable for acting upon any instructions which are forged or fraudulent and shall be entitled to assume that all signatures are genuine. If in any case we agree to accept instructions by telephone or electronic means, we may assume the identity of the caller is genuine, having taken reasonable steps to identify them, unless it shall be obvious that he or she was not a genuine caller or sender.
- 4.6 If we cannot provide our service due to circumstances beyond our reasonable control, we will, where possible, take such reasonable steps as we can to bring those circumstances to an end. We shall not be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of our services caused by such circumstances.

#### **Records of instructions we've received**

- 4.7 We keep written records of all the instructions received from you and record all the telephone communications.
- 4.8 In case of a dispute or a complaint, unless there's an obvious error, our own records of what you've asked us to do are conclusive.

#### **Tax status**

- 4.9 We currently report to HMRC.
- 4.10 In order to enable us to report to the relevant tax authorities we may need to disclose your personal information.
- 4.11 It is your responsibility to tell us if you are required to pay tax or report to tax authorities in other countries. If your circumstances change and impact your tax status please let us know straight away.

### **5. Transferring the agreement and waiving our rights**

#### **When the agreement may be transferred**

- 5.1 We can transfer any of our rights and duties under this agreement to another person. We may also arrange for any other person to carry out our rights or duties under this agreement. This will not affect your rights under this agreement or your legal rights.
- 5.2 In the event that we transfer our rights or duties, you may read these General Terms and Conditions such that any reference to "we", "us" or "Castle Trust Bank" in this agreement, to also mean the party / parties we have transferred our rights or duties to.
- 5.3 You may not transfer or charge the benefit of this agreement to anyone else.

#### **Waiving our rights**

- 5.4 In the event that you do not operate your account within the agreed terms and conditions, we may pursue the recovery of any losses arising from your actions. Even if we decide not to take action at the time, we reserve the right to take action at any point in the future.

### **6. Notices, communications, change of details**

- 6.1 You should send any notices (including cancellation notices) requests for information or instructions for us to the address below, quoting your full name and your account number in all correspondence with us:
- 6.2 **Castle Trust Bank,  
PO Box 6965,  
Basingstoke,  
RG24 4XE**

**Tel: (Freephone) 0808 164 5000**

**(Monday-Friday, 9am-5pm)**

- 6.3 Once you have registered with our Self Service Portal, you can also contact us via the portal's secure messaging service.
- 6.4 For your protection and to help us improve our service we may record and monitor phone calls.
- 6.5 We will send any notices or other correspondence to the address you have given in your application or to a new permanent residential address provided you have notified us of the change. You should notify us of any change of name or address as soon as possible, providing us with appropriate supporting documentation, e.g. in the case of a change of name, the deed poll or marriage certificate.
- 6.6 All communications sent to you by us will be treated as received by you **two Business Days** after posting.
- 6.7 Any documents or cheques sent to you by us and any documents or cheques sent by you to us will be sent at your own risk and we accept no liability prior to receipt of any document or cheque or after despatch of any document or cheque to you.
- 6.8 We will not send you any documents if their distribution may be prohibited by any applicable law.

## **7. If things go wrong**

### **If you have a complaint**

- 7.1 Call us on 0808 164 5000, Monday to Friday 9 am to 5 pm, if something's concerning you or to make a complaint and we'll do our best to put things right. Our complaints procedure can be found on our website [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).
- 7.2 In order to make a complaint, you can also reach us by sending us a secure message via the Self Service Portal, emailing us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk) or writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 7.3 If you have a complaint and aren't satisfied with how we deal with it or it's been over 8 weeks since you raised it, you can refer your complaint to the Financial Ombudsman Service. There are details of how to do this at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) but we'll also give you these details at the time.

### **Our supervisory authority**

- 7.4 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 541910.

### **Compensation scheme**

- 7.5 Your account is protected by the Financial Services Compensation Scheme (FSCS). The current FSCS limit (£85,000) relates to the combined amount in all of your accounts with Castle Trust Bank, including your share of any joint account, and not to each separate account.
- 7.6 You can find out more about how the scheme works, and how much of your savings this covers in the FSCS information sheet in your welcome pack, or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **8. Online and Mobile Banking**

- 8.1 With online banking and mobile banking, you can access information about your account, give us instructions, set up alerts and use other functionality that we make available from time to time.
- 8.2 We will provide or ask you to set security details for access to online banking and mobile banking. These could include a password, security code or memorable information. We may change these requirements at any time.

- 8.3 If you are a joint account holder, each person named on the account can register for online banking and mobile banking. Each joint account holder will have separate security details to access and use the service.
- 8.4 You can access online banking by logging on at our website [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).
- 8.5 You can access mobile banking using the mobile app (available on Android and iOS).
- 8.6 Between the hours of 00:00 and 07:00 am the Self Service Portal will show the status and balance of your account as of 00:00. During that time, you will not be able to make amendments to your accounts, add or withdraw your funds, transfer money, change details or open additional accounts.

## **9. The mobile banking app end user licence agreement**

- 9.1 You use the mobile banking app under licence from us on the terms set out below. This licence is non-transferable, non-assignable and non-exclusive.
- 9.2 You are not permitted, and will not be able to, download, install or use the mobile app on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we detect that your device has been jail-broken, rooted or had its security settings compromised in any other way we shall be entitled to prevent you from using the mobile banking app.
- 9.3 In using the app, you must:
- a) use the app only on a device that you own or control and only to access the mobile banking service;
  - b) not sub-licence, assign or claim to exercise any rights in relation to the app;
  - c) *not copy or reverse engineer, amend, alter or adapt any part of the app, and*
  - d) accept the terms of this licence without making any amendment to them.
- 9.4 The licence commences when you first install the mobile app and will continue until you stop using mobile banking. If you stop using mobile banking, you should delete the mobile app from your devices. By using the app, you will be deemed to accept the terms of this licence.
- 9.5 Any updates to the mobile app will be made available through the Apple app store and Google Play or other application stores the mobile app is available from. We will not be responsible for providing updates to you in any other way.
- 9.6 We are solely responsible for the mobile app and should you wish to raise any complaint concerning the operation of the mobile app, you should contact us rather than the relevant app store.
- 9.7 *If a third-party claims that the mobile app or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.*
- 9.8 By using the mobile app, you confirm that you are not located in a country which is subject to any embargo by the United States of America ("the US"), is considered a terrorist-supporting country by the US and you are not prohibited from accessing the app as a result of being listed on any US Government restricted parties lists.
- 9.9 You understand that by using the mobile app the authorised app providers and their subsidiaries are third party beneficiaries of the licence and may enforce the licence in this capacity.

## **10. Access to Online and Mobile Banking**

- 10.1 We may make changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message on our website, via your mobile device, or by text, email or

by post.

- 10.2 You are responsible for maintaining your computer or mobile device, for ensuring that it is compatible with the particular service and for downloading the latest version of the app.
- 10.3 Occasionally, we may need to carry out maintenance that could limit the availability of the services. As far as is possible, we will provide you with advance notice of any scheduled maintenance. While we will limit service downtime, we do not accept liability for any losses arising from the services being unavailable.
- 10.4 We shall use reasonable endeavours to keep the services free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the services. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

## **11. One Time Passcodes**

- 11.1 In order to access many aspects of the services you will need to register your mobile phone number and email address to receive one-time passcodes ("OTP") that we will send to your phone or email address. You will need to input this code to verify and complete certain transactions.
- 11.2 You must take all reasonable precautions to prevent anyone else from accessing the passcode and must never disclose it to anyone, even if they claim to be our employees or agents or the police. We will never ask you to disclose your OTP.

## **12. Security**

- 12.1 You must take reasonable security precautions to keep your account safe when using mobile banking or online banking, including:
  - a) not choosing a PIN or other security details which may be easy to guess, such as your date of birth;
  - b) memorising security details or writing them down only in a way that cannot be understood by others (you should not store them on your device);
  - c) only providing security details to us when asked through mobile banking or online banking (we will ask for details if you call us but will never ask for them over email);
  - d) only responding to an email if you are confident it came from us (we will address emails to you personally and quote your postcode or last four digits of the account number to identify ourselves);
  - e) only accessing our mobile banking or online banking service via our website or app (you should never go to our online banking service from a link in an email and enter your security details);
  - f) ensuring any information shown or stored on your device is kept secure, that the device is locked when you are not using it and that you log out when exiting the service;
  - g) protecting your device with up-to-date anti-virus and firewall software; and
  - h) not accessing your account from a device using public Wi-Fi.
- 12.2 Our digital services may use your location data or information about your device in order to prevent and detect fraud. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.

- 12.3 Further details on keeping your accounts safe can be found on our website and at [www.getsafeonline.org](http://www.getsafeonline.org) (<http://www.getsafeonline.org>). You must follow any other the guidance we give you about keeping your security details and mobile device or computer secure.
- 12.4 If you receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to [savings@castletrust.co.uk](mailto:savings@castletrust.co.uk).
- 12.5 You must contact us immediately if:
- 12.5.1 you believe someone else knows your security details or think they have been misused;
  - 12.5.2 you change your phone number;
  - 12.5.3 your phone is lost or stolen; or
  - 12.5.4 you have received a text or email confirming a change to your account and you have not asked to change your details.
- 12.6 If you don't follow these procedures, we may withdraw or suspend your ability to access online banking or mobile banking until we are satisfied that your account is secure.

### **13. Using the service abroad**

- 13.1 Online banking and mobile banking services use a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using the services from outside the UK.

### **14. Termination and suspension of services**

- 14.1 You can cancel your online banking and mobile banking service at any time by calling us or writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 14.2 If you cancel online banking, you will not be able to access any online-only accounts and you will no longer be able to use mobile banking.
- 14.3 You can end your use of mobile banking at any time by deleting the app from your device.
- 14.4 We may terminate your use of any of the services at any time by giving you at least two months' written notice (including email or text alerts). We may also terminate or suspend your use of the services if we terminate or suspend your use of your accounts in accordance with the account terms.

### **15. Death**

- 15.1 In the event of Castle Trust being notified of death of an accountholder, we commit to dealing with the situation in a compassionate and understanding manner.
- 15.2 When notified of a death associated to an account we will ask the notifier to provide legal documents a) evidencing the death, and b) confirming the authority of the executor on the account.
- 15.3 When acting upon the instruction of the executor on a sole account, we will:
- 15.3.1 Transfer the account balance in accordance with the instructions of the executor;
  - 15.3.2 Alternatively, the executor may instruct us to retain the account balance until the account matures.
- 15.4 In relation to ISA Products, we do not allow the transfer of the ISA to your surviving spouse or civil partner. We will however, provide the relevant valuations upon the request of an alternative ISA provider, selected by the spouse or civil partner, to facilitate the transfer of the Additional Permitted Subscriptions in accordance with HMRC rules.



- 15.5 Upon receipt of an accountholder's death certificate, we will take reasonable steps to ensure that online services and notifications are terminated.

## **16. Changes to these conditions**

- 16.1 We can change any of these terms and conditions, including introducing or changing levels of fees, provided we give you at least two months' notice in advance of the change.
- 16.2 We may also make changes to online banking or mobile banking from time to time that we ask you to agree to through the website or app, for example software updates or improvements in functionality.
- 16.3 We can give you notice of any changes on the log on page of online banking, via the mobile banking app, by post, email, text or by any other means we agree with you.

## **17. Enforcement and Jurisdiction**

- 17.1 These legal terms (English law applies, and disputes will be settled by English courts) are between you and Castle Trust Bank

## APPENDIX I

**Destination Table**

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
Definitions	1	General Terms and Conditions  1 ( <i>Introduction</i> )	
Introduction	2	General Terms and Conditions  1 ( <i>Introduction</i> )	
Your application	3	General Terms and Conditions  2 ( <i>Account basics</i> )	See paragraph 8.1.2 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Cancellation	4	Fixed Rate Account Terms and Conditions 1.13-1.17 ( <i>Can I change my mind?</i> )	See also clause 3.6 ( <i>Other provisions of the Fixed Rate Account Terms and Conditions</i> ) of the Schemes Document which modifies these Fixed Rate Account Terms and Conditions in certain cases
Cash held before your purchase	5	-	
How your Investment is held	6	-	
Interest on your Investment	7	Fixed Rate Account Terms and Conditions  1.26-1.28 ( <i>What is the interest rate?</i> )  1.29-1.30 ( <i>How is interest calculated?</i> )  1.31-1.35 ( <i>Can Castle Trust Bank change the interest rate?</i> )  1.36-1.37 ( <i>When will interest</i>	See also clause 3.6 ( <i>Other provisions of the Fixed Rate Account Terms and Conditions</i> ) of the Schemes Document which modifies these Fixed Rate Account Terms and Conditions in certain cases

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		<i>be paid?</i>	
Maturity of the Fortress Bond	8	Fixed Rate Account Terms and Conditions  1.38-1.41 ( <i>What happens at maturity?</i> )	
Transferring your Investment	9	-	See paragraph 8.1.1 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Early encashment	10	Fixed Rate Account Terms and Conditions  1.21-1.22 ( <i>Can I withdraw my money?</i> )	See paragraph 8.1.1 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Death	11	-	
Charges and expenses	12	-	
Statements	13	General Terms and Conditions  2.25 ( <i>Statements</i> )	
Joint holders	14	-	
Corporate and trustee holders	15	General Terms and Conditions  2.4 ( <i>Eligibility</i> )	See paragraph 8.1.3 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Power of attorney	16	General Terms and Conditions  2.7 ( <i>Application</i> )	
Validity of instructions	17	-	
Liabilities	18	General Terms and	

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		Conditions 3.1-3.6 ( <i>Accountability</i> )	
Termination	19	General Terms and Conditions  13 ( <i>Termination and suspension of services</i> )	
Changing the Terms and Conditions	20	General Terms and Conditions  15 ( <i>Changes to these conditions</i> )	See paragraph 8.1.4 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Conflicts of interest	21	-	
Delegation	22	General Terms and Conditions  4.1-4.3 ( <i>When the agreement may be transferred</i> )	
Complaints	23	General Terms and Conditions  6.1-6.3 ( <i>If things go wrong</i> )	
Compensation	24	General Terms and Conditions  6.5-6.6 ( <i>Compensation scheme</i> )	
Notices, communications; change of details	25	General Terms and Conditions  1.8 ( <i>How to contact us</i> )  1.9-1.12 ( <i>How we'll contact you</i> )  5 ( <i>Notices, communications, change of details</i> )	
Your electronic information	26	-	See also Castle Trust's Privacy Policy
How we use your information and with whom we share it	27	General Terms and Conditions	See also Castle Trust's Privacy Policy

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		1.6-1.7 ( <i>Privacy</i> )	
Fraud prevention agencies	28	-	
Who we are	29	-	
Client categorisation	30	-	
Waiver	31	General Terms and Conditions 4.4 ( <i>Waiving our rights</i> )	
Severability	32	-	
Assignment	33	General Terms and Conditions 4.1-4.3 ( <i>When the agreement may be transferred</i> )	
Third Party Rights	34	-	
Law and jurisdiction	35	General Terms and Conditions 16 ( <i>Enforcement and Jurisdiction</i> )	

**THE SCHEMES**

**IN THE HIGH COURT OF JUSTICE  
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES  
INSOLVENCY AND COMPANIES LIST (ChD)**

No. CR-2020-001639

**IN THE MATTER OF CASTLE TRUST DIRECT PLC**

**- and -**

**IN THE MATTER OF CASTLE TRUST CAPITAL PLC**

**- and -**

**IN THE MATTER OF THE COMPANIES ACT 2006**

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**SCHEMES OF ARRANGEMENT**  
**(under Part 26 of the Companies Act 2006)**

**- between -**

**CASTLE TRUST DIRECT PLC**

**- and -**

**CASTLE TRUST CAPITAL PLC**

**- and -**

**THE SCHEME CREDITORS**  
**(as defined below)**

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## 1 Definitions and Interpretation

### 1.1 Definitions

In the Schemes, unless the context requires otherwise:

**Account Holder:** a person who holds one or more Fixed Rate Accounts as a result of their interests in *Fortress Bonds* having been converted into interests in those Fixed Rate Accounts under the Schemes;

**Account Terms and Conditions:** the terms and conditions which together will govern the Fixed Rate Accounts, and being the Fixed Rate Account Terms and Conditions and the General Terms and Conditions;

**Applicable Final Terms:** for any series of Fortress Bonds, the set of Final Terms applicable to that series of Fortress Bonds;

**Banking Licence:** permission to carry on the activity of accepting deposits pursuant to Part 4A of the Financial Services and Markets Act 2000;

**Base Prospectus:** a base prospectus listed in Part 2 of Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Business Day:** a day (other than a Saturday or Sunday) on which banks are open for general business in London and Jersey;

**Conditions Precedent:**

- (a) an office copy of the order of the Court sanctioning the Schemes is delivered to the Registrar of Companies in England and Wales for registration; and
- (b) a Full Banking Licence is granted to CTC;

**CTC:** Castle Trust Capital plc, a company registered in England and Wales (registered number 07454474) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTCM:** Castle Trust Capital Management Limited, a company registered in England and Wales (registered number 07504954) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTCN:** Castle Trust Capital Nominees Limited, a company registered in England and Wales (registered number 07801931) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**CTD:** Castle Trust Direct plc, a company registered in England and Wales (registered number 09046984) whose registered office is at 10 Norwich Street, London EC4A 1BD;

**Court:** the High Court of Justice of England and Wales;

**Deposit:** a credit balance in a Fixed Rate Account;

**Effective Date:** the fifth Business Day after the date on which the last of the Conditions Precedent has been satisfied;

**Effective Time:** 7.00 a.m. on the Effective Date;

**Expert:** has the meaning given to it in clause 8.2 (*Resolution by Expert*);

**Explanatory Statement:** the statement dated on or about 6 April 2020 explaining the effect of the Schemes to the Scheme Creditors in compliance with section 897 of the Companies Act 2006 and including the Supplementary Statement;

**Final Terms:** a set of final terms listed in Part 3 of Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Fixed Rate Account:** a fixed interest rate deposit account held with CTC;

**Fixed Rate Account Clause:** the clause of the Fixed Rate Account Terms and Conditions bearing the corresponding number;

**Fixed Rate Account Terms and Conditions:** the Fixed Rate Accounts Product Specific Terms and Conditions in the form set out at Appendix 1 (*The Fixed Rate Account Terms and Conditions*) to these Schemes;

**Fixed Rate Cash ISA Account:** means a Fixed Rate Cash ISA Account as that term is used in the Fixed Rate Account Terms and Conditions;

**Fixed Rate Saver Account:** means a Fixed Rate Saver Account as that term is used in the Fixed Rate Account Terms and Conditions;

**Fortress Bonds:** the notes issued pursuant to the Fortress Bond Documents;

**Fortress Bond Documents:** the documents listed in Appendix 3 (*Fortress Bond Documents*) to these Schemes;

**Fortress Bond Terms and Conditions:** the terms and conditions which together govern the Scheme Creditors' interests in the Fortress Bonds, and being, in the case of any given series of Fortress Bonds, the Note Conditions, Sale Conditions and Applicable Final Terms relating to that series of Fortress Bonds;

**Full Banking Licence:** a Banking Licence which no longer has a restriction on mobilisation attached to it;

**Funding Period:** has the meaning given to it in the Fixed Rate Account Terms and Conditions;

**General Clause:** the clause of the General Terms and Conditions bearing the corresponding number;

**General Terms and Conditions:** the General Terms and Conditions in the form set out at Appendix 2 (*The General Terms and Conditions*) to these Schemes;

**Jersey Court:** the Royal Court of Jersey;

**Liabilities:** all present, future, actual or contingent liabilities, however, wherever and in whatever capacity and under whatever law or legal theory so arising (including in contract, debt, tort, restitution or by statute and in whatever jurisdiction), whether or not its amount is fixed or undetermined, whether sole or joint and whether or not it involves the payment of money or the performance of any other act or obligation whatsoever and whether known or unknown;

**Note Conditions:** in relation to any series of Fortress Bonds, the terms set out in "Part VIII – Terms and conditions of the Notes" of the Base Prospectus applicable to that series of Fortress Bonds, as amended by any Supplementary Prospectus applicable to that series of Fortress Bonds;

**Portal:** a secure online facility made available to Scheme Creditors and which is accessible via the Website;

**Proceeding:** any action, claim, process, legal or other proceeding including any arbitration, mediation, alternative dispute resolution, judicial review, adjudication, set-off, combination of accounts, demand for cash collateral, demand for mandatory prepayment, execution,



restraint, forfeiture, re-entry, seizure, lien, enforcement of judgment, giving of notice, acceleration of debt, enforcement of any security or enforcement of any documentary credit;

**Record Date:** the date which is three Business Days before the date of the Scheme Meetings or such later date as the Scheme Companies may determine (and which will be notified in writing by the Scheme Companies to the Scheme Creditors);

**Record Time:** 5.00 p.m. on the Record Date;

**Registrar:** JTC (Jersey) Limited, a company registered in Jersey (registered number 37293) whose registered office is at 28 Esplanade, St Helier, Jersey, JE2 3QA;

**Sale Conditions:** in relation to any series of Fortress Bonds, the terms set out in "Part XIX – The Castle Trust Direct plc Fortress Bonds Terms and Conditions" or "Part XX – The Castle Trust Direct plc Fortress Bonds Terms and Conditions" (as the case may be) of the Base Prospectus applicable to that series of Fortress Bonds, as amended by any Supplementary Prospectus applicable to that series of Fortress Bonds;

**Schemes:** the two inter-linked schemes of arrangement in this document in their present form or with or subject to any modifications, additions or conditions that the Court may approve and that are consented to by the Scheme Companies;

**Scheme Claim:** a claim against a Scheme Company in respect of Liabilities arising under or in connection with Fortress Bonds and the Fortress Bond Documents;

**Scheme Companies:** CTC and CTD;

**Scheme Consideration:** the Deposits, the Accrued Interest, the interests in Fixed Rate Accounts and all other rights conferred on the Scheme Creditors under these Schemes;

**Scheme Creditor:** a person who holds a Scheme Claim, but excluding CTCM, CTCN, the Registrar, the Trustee and any other person who has undertaken to the Court not to Vote;

**Scheme Meeting:** the meeting of a Scheme Company's Scheme Creditors convened by the order of the High Court pursuant to Section 896 of the Companies Act 2006 for the purposes of considering, and if thought fit, approving the terms of the Scheme proposed by that Scheme Company;

**Supplementary Statement:** the statement supplementary to the Explanatory Statement setting out, among other things, timings and arrangements for Voting and how the Scheme Creditors may participate in the Scheme Meetings by remote means;

**Supplementary Prospectus:** a supplementary prospectus listed in Part 2 of Appendix 3 (Fortress Bond Documents) to these Schemes;

**Trustee:** JTC Trustees (UK) Limited, a company registered in England and Wales (registered number 04491706) whose registered office is at The Scalpel, 18th Floor, 52 Lime Street, London, England, EC3M 7AF;

**Voting:** the exercise of a Scheme Creditor's vote to approve or reject a Scheme at a Scheme Meeting and "Vote" shall be construed accordingly; and

**Website:** <https://www.castletrust.co.uk/scheme>.

## 1.2 Interpretation

In these Schemes, unless the context otherwise requires:

- 1.2.1 references to law include common or customary law, principles of equity and any constitution, code of practice, decree, judgment, decision, legislation, order, ordinance, regulation, by-law, statute, treaty or other legislative measure

in any jurisdiction or any present or future directive, regulation, guideline, request, rule or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, guideline, request, rule or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- 1.2.2 references to any provision of any law or regulation are to be construed as referring to that provision as it may have been, or may from time to time be, *amended or re-enacted, and as referring to all by-laws, instruments, orders and regulations for the time being made under or deriving validity from that provision;*
- 1.2.3 a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests;
- 1.2.4 references to rights include all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of every kind, present and future, *actual and contingent*);
- 1.2.5 references to including mean including without limitation;
- 1.2.6 a defined term includes its other cognate forms;
- 1.2.7 references to indebtedness include any obligation or claim for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.8 unless otherwise stated, references to annexes, recitals, parts, schedules, clauses, appendices and paragraphs are references to the annexes, recitals, parts, schedules, clauses, appendices and paragraphs respectively of or to the Schemes;
- 1.2.9 references to a person include references to an individual, firm, partnership, company, corporation, other legal entity, unincorporated body of persons or any state or state agency;
- 1.2.10 references to an agreement, deed or document shall be construed also to refer to such agreement, deed or document as amended, supplemented, restated, varied, replaced and/or novated (in whole or in part) from time to time and to any agreement, deed or document executed pursuant to it;
- 1.2.11 the singular includes the plural and vice versa and words importing one gender include the other gender;
- 1.2.12 headings to recitals, parts, appendices and clauses are for ease of reference only and shall not affect the interpretation of the Schemes;
- 1.2.13 to the extent that there is any conflict or inconsistency between the terms of the Schemes and the Explanatory Statement, the terms of the Schemes shall prevail;
- 1.2.14 references to the Schemes or its cognate forms means the Schemes, on the terms of this document;
- 1.2.15 if any obligation is to be performed under the terms of the Schemes on a date other than a Business Day, the relevant obligation shall be performed on the next Business Day

- 1.2.16 a reference to the Schemes is to the Schemes as modified with the consent, or by the order, of the Court; and
- 1.2.17 all references to time in the Schemes are to London time.
- 1.3 The directors, officers, employees and agents of the Scheme Companies, and CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents, shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce all of the rights and benefits accruing to them under the Schemes at all times as if they were party to the Schemes.
- 2 **Application and effectiveness of the Schemes**
  - 2.1 The Schemes shall become effective at the Effective Time.
  - 2.2 The Scheme Companies will promptly notify the Court, the Scheme Creditors, CTCN, the Registrar, the Trustee, the Financial Conduct Authority and the Prudential Regulatory Authority that the Effective Time has occurred.
- 3 **Compromise and arrangement**
  - 3.1 **Fixed Rate Accounts**
    - 3.1.1 At or before the Effective Time for each series of Fortress Bonds in respect of which a Scheme Creditor is shown in the records maintained by CTCN as holding a beneficial interest, CTC shall open a corresponding Fixed Rate Account in the name of that Scheme Creditor.
    - 3.1.2 Where that Scheme Creditor is showing as holding their beneficial interest in relevant series of Fortress Bonds through an ISA, that Fixed Rate Account will be a Fixed Rate Cash ISA Account for the purposes of the Account Terms and Conditions. That Fixed Rate Account will otherwise be a Fixed Rate Saver Account for the purposes of the Account Terms and Conditions.
    - 3.1.3 In the event of a dispute as to the identity of the Scheme Creditor for whom that beneficial interest was held prior to the Effective Time, CTC shall open a Fixed Rate Account in the name of such Scheme Creditor as is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), to have held that beneficial interest, if necessary in substitution for the account opened in accordance with clause 3.1.1.
  - 3.2 **Replacement of terms and conditions**

At and from the Effective Time, subject to the remaining provisions of this clause 3 (*Compromise and Arrangement*):

    - 3.2.1 the Fortress Bond Terms and Conditions shall be discharged and of no effect such that the Scheme Creditors have no claim thereunder against either Scheme Company;
    - 3.2.2 the Scheme Creditors shall in place of the rights so discharged acquire under the Schemes rights against CTC under a banking contract governed by the Account Terms and Conditions; and
    - 3.2.3 each Scheme Creditor on the one hand and CTC on the other hand shall be bound by the Account Terms and Conditions in relation to all matters concerning the Fixed Rate Accounts, and accordingly for these purposes references in the Account Terms and Conditions to "you" shall be construed as references to the relevant Scheme Creditor and references in the Account Terms and Conditions to "we or "us" shall be construed as references to CTC.

### 3.3 Conversion of interests in Fortress Bonds to interests in Deposits

At and from the Effective Time, in consideration of the above discharge and substitution and for the releases given by each Scheme Creditor pursuant to clause 4.1 (*Release of each Scheme Company and their affiliates*):

- 3.3.1 CTC will credit each Fixed Rate Account in the name of a Scheme Creditor:
  - 3.3.1.1 with a Deposit equal in amount to the total principal value of the corresponding series of Fortress Bonds in respect of which that Scheme Creditor is shown in the records maintained by CTCN as holding a beneficial interest at the Effective Time; or
  - 3.3.1.2 (in the event of a dispute as to the total principal value of the corresponding series of Fortress Bonds in respect of which that Scheme Creditor holds a beneficial interest), with a Deposit equal in amount to such total principal value of the corresponding series of Fortress Bonds in respect of which such Scheme Creditor is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), as having held a beneficial interest at the Effective Time; and
- 3.3.2 CTC will additionally credit each Fixed Rate Account in the name of a Scheme Creditor:
  - 3.3.2.1 with an amount of accrued but unpaid interest equal to the amount of accrued but unpaid interest to which that Scheme Creditor is shown in the records maintained by CTCN as having been beneficially entitled in relation to the corresponding series of Fortress Bonds immediately prior to the Effective Time; or
  - 3.3.2.2 (in the event of a dispute as to amount of accrued but unpaid interest to which that Scheme Creditor was beneficially entitled immediately prior to the Effective Time) with an amount of accrued but unpaid interest equal to the amount of accrued but unpaid interest in respect of which such Scheme Creditor is agreed by the Scheme Companies, or failing that determined by the Expert in accordance with clause 8 (*Disputes*), as having held a beneficial interest at the Effective Time

provided that no Deposit and no interest credited to a Fixed Rate Account pursuant to this clause 3.3 will be capable of being withdrawn prior to the maturity date, as that term is used in the Fixed Account Terms and Conditions as modified by clause 3.4 (*Maturity date*), save where the early withdrawal provisions of Fixed Rate Account Clauses 1.18 to 1.20 (*"Can I close my account early?"*) and/or Fixed Rate Account Clause 1.22 (*"Can I withdraw my money?"*) apply.

### 3.4 Maturity date

At and from the Effective Time, the "maturity date" (as that term is used in the Fixed Account Terms and Conditions) for each Fixed Rate Account to which CTC has credited a Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*) shall be the "Maturity Date" (as that term is used in the Fortress Bond Terms and Conditions) of the corresponding series of Fortress Bonds prior to the Effective Time.

### 3.5 Interest rate

At and from the Effective Time, the "interest rate" (as that term is used in the Fixed Account Terms and Conditions) for each Fixed Rate Account to which CTC has credited a Deposit

pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*) shall be the "Rate of Interest" (as that term is used in the Fortress Bond Terms and Conditions) applicable to the corresponding series of Fortress Bonds prior to the Effective Time.

### 3.6 Other provisions of the Fixed Account Terms and Conditions

At and from the Effective Time, the following additional Fixed Rate Account Clauses shall be construed or interpreted in the following manners in relation to each Fixed Rate Account to which CTC has credited a Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*):

- 3.6.1 for the purposes of Fixed Rate Account Clauses 1.1 to 1.4 (*"How do I open my account?"*), there will be no need for the relevant Scheme Creditor to apply for that Fixed Rate Account, as that Fixed Rate Account will be opened automatically on their behalf;
- 3.6.2 Fixed Rate Account Clauses 1.5 and 1.6 (*"How do I manage my account?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.3 for the purposes of Fixed Rate Account Clauses 1.7 to 1.12 (*"How do I fund my account?"*):
  - 3.6.3.1 the "Account Opening Date" will be the date on which CTC opens that Fixed Rate Account in accordance with clause 3.1 (*Fixed Rate Accounts*);
  - 3.6.3.2 there will be no need for the relevant Scheme Creditor to undergo Verification Checks;
  - 3.6.3.3 the payment of cleared funds into that Fixed Rate Account will be deemed to have occurred automatically on the Effective Date and will also be deemed to have occurred during the Funding Period;
  - 3.6.3.4 Scheme Creditors will not be permitted to pay additional deposits into that Fixed Rate Account; and
  - 3.6.3.5 where, as at the Effective Date, any Scheme Creditor holds beneficial interests in Fortress Bonds of more than £500,000 in aggregate or any related Scheme Creditors registered at the same UK address hold beneficial interests in Fortress Bonds of more than £1,000,000 in aggregate, any maximum balance limits which would otherwise restrict the amount which those Scheme Creditors can hold in their Fixed Rate Account will not apply.
- 3.6.4 for the purposes of Fixed Rate Account Clauses 1.13 to 1.17 (*"Can I change my mind?"*), CTC will look at the number of days, *n*, which have already elapsed between the date when the relevant Scheme Creditor acquired its beneficial interest in the relevant Fortress Bonds and the Effective Date, and:
  - 3.6.4.1 where *n* is greater or equal to 14, no Cooling Off Period will be available; but
  - 3.6.4.2 where *n* is less than 14, a Cooling Off Period equal to 14-*n* days will apply.

- 3.6.5 Fixed Rate Account Clauses 1.18 to 1.20 (*"Can I close my account early?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.6 Fixed Rate Account Clause 1.21 (*"Can I withdraw my money?"*) will apply to each Fixed Rate Saver Account in unmodified form in the same way as it would for any other Fixed Rate Saver Account and Fixed Rate Account Clause 1.22 (*"Can I withdraw my money?"*) will apply to each Fixed Rate Cash ISA Account in unmodified form in the same way as it would for any other Fixed Rate Cash ISA Account;
- 3.6.7 for the purposes of Fixed Rate Account Clauses 1.23 to 1.25 (*"How long is my account fixed for?"*):
  - 3.6.7.1 "the term" will be deemed to commence on the Effective Date and expire on the maturity date for that Fixed Rate Account, that maturity date in turn having been determined in accordance with clause 3.4 (*Maturity Date*); and
  - 3.6.7.2 there will be no need to make an account application and no welcome letter.
- 3.6.8 for the purposes of Fixed Rate Account Clauses 1.26 to 1.28 (*"What is the interest rate?"*), interest will be deemed to have started on the Effective Date at the interest rate determined in accordance with clause 3.5 (*Interest rate*);
- 3.6.9 Fixed Rate Account Clauses 1.29 and 1.30 (*"How is interest calculated?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account;
- 3.6.10 for the purposes of Fixed Rate Account Clauses 1.31 to 1.35 (*"Can Castle Trust Bank change the interest rate?"*):
  - 3.6.10.1 the provisions relating to Our Best Rate Promise will not apply; but
  - 3.6.10.2 CTC will have no right to change the interest rate;
- 3.6.11 for the purposes of Fixed Rate Account Clauses 1.36 and 1.37 (*"When will interest be paid?"*):
  - 3.6.11.1 interest will be paid only on the date(s) that interest was previously due to be paid under the relevant Fortress Bonds; and
  - 3.6.11.2 interest will not be capitalised;
- 3.6.12 Fixed Rate Account Clauses 1.38 to 1.41 (*"What happens at maturity?"*) will apply in unmodified form in the same way as they would for any other Fixed Rate Account, and where funds are rolled into a new Fixed Rate Account, the modifications in this clause 3.6 will no longer apply to that new Fixed Rate Account; and
- 3.6.13 Fixed Rate Account Clauses 1.42 to 1.53 (*"ISA Specific Features"*) will apply to each Fixed Rate Cash ISA Account in unmodified form in the same way as they would for any other Fixed Rate Cash ISA Account.

### 3.7 **Provisions of the General Terms and Conditions**

As from the Effective Time, the following General Clauses shall be construed or interpreted in the following manners in relation to each Fixed Rate Account to which CTC has credited a

Deposit pursuant to clause 3.3.1 (*Conversion of interests in Fortress Bonds to interests in Deposits*):

- 3.7.1 for the purposes of General Clauses 2.2 to 2.4 (*Eligibility*):
  - 3.7.1.1 there will be no requirement for a Scheme Creditor who becomes an Account Holder to be UK resident where that Scheme Creditor was not UK resident immediately prior to the Effective Date;
  - 3.7.1.2 there will be no requirement for a Scheme Creditor who becomes an Account Holder to be a private individual (and accordingly there will be no requirement for that Scheme Creditor to be 18 or older or to have a NI number) where that Scheme Creditor was not required to be a private individual under the set of Fortress Bond Terms and Conditions which governed the Fortress Bonds in which that Scheme Creditor held a beneficial interest immediately prior to the Effective Date;
- 3.7.2 General Clauses 2.5 to 2.9 (*Application*), 2.10 to 2.15 (*Onboarding*) and 2.16 to 2.18 (*Paying into or from your account*) will not apply;
- 3.7.3 for the purposes of General Clause 2.21 (*Account limits*), where, as at the Effective Date, any Scheme Creditor holds beneficial interests in Fortress Bonds of more than £500,000 in aggregate or any related Scheme Creditors registered at the same UK address hold beneficial interests in Fortress Bonds of more than £1,000,000 in aggregate, any maximum balance limits which would otherwise restrict the amount which those Scheme Creditors can hold in their Fixed Rate Account will not apply; and
- 3.7.4 all other General Clauses will apply in unmodified form in the same way as they would for any other Fixed Rate Account.

#### **4 Releases**

##### **4.1 Release of each Scheme Company and their affiliates**

At and from the Effective Time, in consideration for having received from CTC the Scheme Consideration which is due to them under the Schemes and any other rights which they may have as result of the Schemes each Scheme Creditor:

- 4.1.1 releases each Scheme Company, CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents from any and all further Liability under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds;
- 4.1.2 waives any and all claims they may have against either Scheme Company, CTCM, CTCN, the Registrar, the Trustee and their respective directors, officers, employees and agents under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds;
- 4.1.3 without prejudice to the releases and waivers set out in clauses 4.1.1 and 4.1.2, in their capacity as a Scheme Creditor of CTC releases CTD from any and all further Liability, and waives any and all claims they may have against CTD, under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds; and
- 4.1.4 irrevocably and unconditionally waives and releases any right that they may have to argue the releases and waivers set out in clauses 4.1.1, 4.1.2 and 4.1.3 are or might be ineffective.

#### **4.2 Release of each Scheme Creditor**

At and from the Effective Time, each Scheme Company:

- 4.2.1 releases each Scheme Creditor from any and all further Liability under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds;
- 4.2.2 waives *any and all claims they may have against any Scheme Creditor under the Fortress Bond Documents or otherwise in connection with the Fortress Bonds*; and
- 4.2.3 irrevocably and unconditionally waives and releases any right that they may have to argue the releases and waivers set out in clauses 4.2.1 and 4.2.2 are or might be ineffective.

#### **5 Persons bound**

- 5.1 The compromise and arrangement effected by the Schemes shall apply to all Scheme Claims and shall be binding on all Scheme Creditors, the Scheme Companies, CTCM, CTCN, the Registrar, the Trustee, any other person who has given an undertaking to the Court to be bound by the terms of the Schemes substantially in the form set out in Appendix 4 (*Form of Undertaking*) and, in each case, their respective successors and assigns.
- 5.2 Claims of creditors of the Scheme Companies which are not Scheme Claims will not be affected by the Schemes and will continue to be paid in full in the ordinary course of each Scheme Company's business or otherwise when due.

#### **6 Instructions, Authorisations and Directions**

On and from the Effective Time, each Scheme Creditor irrevocably instructs and authorises *each of the Scheme Companies to execute any documents and to take all such other actions which are required to be executed to give effect to the Schemes.*

#### **7 Scheme Claims**

##### **7.1 Scheme Claim amounts for the purposes of Voting**

The value of each Scheme Creditor's total Scheme Claim for the purposes of Voting will be calculated as the aggregate of the principal values of each series of Fortress Bonds in which that Scheme Creditor holds a beneficial interest at the Record Time based upon figures provided by CTCN.

##### **7.2 Authority to disclose Information**

Each Scheme Creditor irrevocably authorises, empowers and appoints CTCN to provide the Scheme Companies with the amounts of each Scheme Claim held by such Scheme Creditor as stated in the books and records of CTCN. The Scheme Creditors agree that the Scheme Companies shall use the information provided by CTCN from such books and records to calculate and determine:

- 7.2.1 the entitlement of each Scheme Creditor to Vote; and
- 7.2.2 the value of the Scheme Consideration to be received by that Scheme Creditor,

and that any such determination shall, in the absence of manifest error, be conclusive and binding on that Scheme Creditor and the other parties to these Schemes.

##### **7.3 Effect of payment of Scheme Claims prior to the Effective Time**



- 7.3.1 The fact that that a Scheme Creditor's Scheme Claim may be reduced or extinguished during the period between the Record Time and the Effective Time as a result of that Scheme Creditor being paid the proceeds of any Fortress Bonds during that period shall not retrospectively affect the validity of any Vote cast by that Scheme Creditor at the Scheme Meeting.
- 7.3.2 The Scheme Consideration to be received by any Scheme Creditor shall, however, be calculated and determined in accordance with clause by reference to the total value of that Scheme Creditor's beneficial interests as at the Effective Time in accordance with clause 3 (*Compromise and Arrangement*), not by reference to the value of that Scheme Creditor's Scheme Claim for the purposes of Voting as at the Record Time.

## 8 Disputes

### 8.1 Disagreements regarding CTCN's records

If any Scheme Creditor disagrees with the records held by CTCN in respect of:

- 8.1.1 the total principal value of any series of Fortress Bonds in respect of which that Scheme Creditor held a beneficial interest at the Effective Time;
- 8.1.2 the total amount of accrued but unpaid interest to which any Scheme Creditor was entitled prior to the Effective Time; or
- 8.1.3 the identity of the Scheme Creditor who was beneficially entitled to any series of Fortress Bonds at the Effective Time

that Scheme Creditor shall notify CTC within 14 days of the Effective Date setting out the reasons why they disagree.

### 8.2 Resolution by Expert

In the event that a Scheme Creditor gives notice in accordance with clause 8.1 and the Scheme Creditor and CTC fail to resolve any dispute within 28 days, then either CTC or the Scheme Creditor may notify the other that they wish to refer the dispute to an independent chartered accountant with not less than ten years' professional experience (an "**Expert**"). CTC shall accordingly then refer the dispute to the Expert as soon as the relevant Expert has been chosen in accordance with clause 8.3. The Expert's opinion shall be final and binding on the Scheme Companies and the Scheme Creditor, subject to clause 8.5 (*Financial Ombudsman Service*) and insofar as the law otherwise allows. The Expert shall act as an expert and not as an arbitrator. In so far as the law allows, there shall be no right of appeal from a decision of the Expert.

### 8.3 Choice of Expert

CTC shall notify the Scheme Creditor which is counterparty to the relevant dispute of its choice of Expert. If the counterparty notifies CTC in writing that they object to the Expert selected by CTC within five Business Days of such notice from CTC, the counterparty and CTC shall use reasonable efforts to agree upon an Expert. If the counterparty and CTC do not agree upon an Expert within seven days of such notice of objection having been given by the counterparty (or if such notice of objection is not given within the period of five Business Days referred to above in this clause) CTC's choice of Expert shall be binding, subject to clause 8.5 (*Financial Ombudsman Service*) and in so far as the law otherwise allows.

### 8.4 Bar Date

Subject to clause 8.5 (*Financial Ombudsman Service*), a Scheme Creditor who fails to notify CTC that they disagree with the records held by CTCN in respect of any of the matters stipulated in clause 8.1 within the 14-day period stipulated in that clause 8.1 shall have no

further right to pursue any remedy against the Scheme Companies in respect of any matter stipulated in clause 8.1 save to the extent that the Scheme Companies, in their sole discretion, may agree otherwise.

**8.5 Financial Ombudsman Service**

Nothing in this clause 8 (*Disputes*) shall prevent a Scheme Creditor from referring a complaint to the Financial Ombudsman Service in circumstances where that Scheme Creditor has the right to do so.

**9 Assignments and transfers**

9.1.1 Notwithstanding any provision of the Fortress Bond Documents but subject to clause 9.1.2 below, no assignment or transfer of any beneficial entitlement to any Fortress Bonds or of any other rights or obligations under or in respect of any of the Scheme Claims on after the Record Time shall be recognised by the Scheme Companies for the purpose either of determining the entitlements of the Scheme Creditors to Vote in relation to the Schemes at the Scheme Meetings or of determining the entitlements of the Scheme Creditors to receive the Scheme Consideration.

9.1.2 Where a Scheme Company has received from any person believed to be a Scheme Creditor notice in writing of an assignment or transfer of any beneficial entitlement they may have to any Fortress Bonds or of any other rights or obligations under or in respect of any of the Scheme Claims after the Record Time, the Scheme Companies may, in their sole discretion and subject to the production of such other evidence as the Scheme Companies may reasonably require, agree to recognise such assignment or transfer for the purpose of determining entitlements under the Schemes. It shall be a term of such recognition that the assignee or transferee of a Scheme Claim so recognised by the Scheme Company shall be bound by the terms of the Schemes and for the purposes of the Schemes shall be a Scheme Creditor.

**10 Scheme Creditor Undertakings**

**10.1 Each Scheme Creditor:**

10.1.1 irrevocably authorises, consents to, ratifies and confirms everything which the Scheme comprises and the Scheme Companies may lawfully do or cause to be done or purport to do pursuant to the authority conferred by clause 6 (*Instructions, Authorisations and Directions*);

10.1.2 irrevocably consents to:

10.1.2.1 the terms and conditions of, and compromise and arrangement effected by, the Schemes;

10.1.2.2 the receipt by itself and each other Scheme Creditor of the Scheme Consideration; and

10.1.2.3 the allocation of the Scheme Consideration and the matters necessary to implement such allocation in accordance with the terms of the Schemes.

10.2 To the extent permitted by law, no Scheme Creditor shall be entitled to challenge the validity of any act done or omitted to be done in good faith by a Scheme Company in connection with its actions or omissions pursuant to the authority granted to it under clause 6 (*Instructions, Authorisations and Directions*) in accordance with the provisions of the Schemes or the exercise by the Scheme Companies or an Expert (or any of their respective authorised signatories, directors, officers, agents, employees and/or delegates) in good faith

of any power conferred upon them for the purposes of the Schemes if exercised in accordance with the provisions of the Schemes.

- 10.3 Neither the Scheme Companies nor any Expert shall be liable for any cost, loss or liability in connection with the Schemes, or their formulation, promotion or implementation unless such loss is attributable to the gross negligence, wilful misconduct, or fraud of the relevant Scheme Company or that Expert (or any of their respective authorised signatories, agents, employees and/or delegates). Neither the Scheme Companies nor any Expert shall be liable for any consequential loss or liability incurred by any person in connection with the Schemes.

## 11 General Scheme Provisions

### 11.1 Costs

The Scheme Companies shall pay, or procure the payment of, the costs, charges, expenses and disbursements incurred by them in connection with the Schemes, including the costs, charges, expenses and disbursements of any Expert.

### 11.2 Modifications of the Schemes

The Scheme Companies may, at any time after the Effective Time may make such non-material and/or technical modifications of the Schemes as they may consider necessary provided such modifications would not in the opinion of the Scheme Companies (acting reasonably) have an adverse effect on the interests of any Scheme Creditor under the Schemes. Where the Scheme Companies make any such modification, they will promptly publish details of that modification on the Website.

### 11.3 Prohibition on Proceedings

- 11.3.1 Subject to clause 11.3.2 below, no Scheme Creditor may commence, support any person commencing, or instruct any person to commence or take any Proceeding against either Scheme Company or any of their respective directors, officers or advisors in respect of or arising from or relating to the terms of the Fortress Bond Documents or the formulation, promotion or implementation of the Schemes.

- 11.3.2 A Scheme Creditor may take Proceedings against a Scheme Company to enforce its rights under the Schemes provided that:

11.3.2.1 such Proceedings do not relate to a dispute regarding any of the matters outlined in clause 8.1 (*Disagreements regarding CTCN's records*); or

11.3.2.2 (so far as such Proceedings relate to the Schemes) such Scheme Creditor provides ten Business Days' notice of its intention to commence such Proceedings to the Scheme Company concerned.

- 11.3.3 Each Scheme Creditor will hold on trust for the benefit of the Scheme Company or (as applicable) its directors, officers or advisers (including Advisers) any recovery made pursuant to any Proceeding in breach of this clause 11.2 and will turn over any such recovery forthwith upon demand being made by the relevant Scheme Company without set-off, counterclaim or deduction. To the extent that the asset comprising the recovery cannot be held on trust by the Scheme Creditor, the Scheme Creditor shall pay to the Scheme Company an amount equal to that recovery immediately upon demand being made by the Scheme Company without set-off, counterclaim or deduction, to be held on trust by the Scheme Company for the person(s) entitled to it.

- 11.3.4 Nothing in this clause 11.3 shall restrict the ability of a Scheme Creditor, in their new capacity as an Account Holder following the Effective Time, from taking Proceedings against CTC where they considers that CTC has failed to comply with its ongoing obligations under the Account Terms and Conditions.

**11.4 Obligations on days other than a Business Day**

If any obligation is to be performed under the terms of the Schemes on a day other than a Business Day, the relevant obligation shall be performed on the next Business Day.

**11.5 Notices**

- 11.5.1 Any notice or other written communication to be given under or in relation to the Schemes shall be given in writing and shall be deemed to have been duly given if:

11.5.1.1 it is sent by post, and by airmail where it is addressed to a different country from that in which it is posted, to:

- (i) in the case of either Scheme Company, PO Box 6965, Basingstoke RG24 4XE, and marked "For the attention of the Scheme Administrator" or to such replacement postal address as may be notified by the Scheme Companies (or either of them) to the Scheme Creditors in order to receive postal correspondence in connection with the Schemes; and
- (ii) in the case of a Scheme Creditor, its postal address according to the records maintained by CTCN or to such replacement postal address as may be notified by that Scheme Creditor to the Scheme Companies in order to receive postal correspondence more generally in connection with the Fortress Bonds and/or Fixed Rate Accounts;.

- 11.5.2 Any notice or other written communication to be given under the Schemes shall be deemed to have been served:

11.5.2.1 if delivered by hand, on the first Business Day following delivery; and

11.5.2.2 if sent by post, on the second Business Day after posting if the recipient is in the country of dispatch, otherwise on the seventh Business Day after posting.

- 11.5.3 Any communication to be made under or in connection with the Schemes, may be made by electronic mail or other electronic means:

11.5.3.1 in the case of the Scheme Companies, to [scheme@castletrust.co.uk](mailto:scheme@castletrust.co.uk) or to such replacement electronic mail address as may be supplied by the Scheme Companies (or either of them) to the Scheme Creditors in order to receive electronic mail correspondence in connection with the Schemes; and

11.5.3.2 in the case of a Scheme Creditor, to such electronic mail address as has most recently been notified by that Scheme Creditor to the Scheme Companies in order to receive electronic mail correspondence more generally in connection with the Fortress Bonds and/or Fixed Rate Accounts.

- 11.5.4 Any electronic communication made in respect of the Schemes will be effective only when actually received in readable form.
- 11.5.5 In proving service, it shall be sufficient proof, in the case of a notice sent by post, that the envelope was properly stamped, addressed and placed in the post.
- 11.5.6 The accidental omission to send any notice, written communication or other document in accordance with this clause 11.4 or the non-receipt of any such notice by any Scheme Creditor, shall not affect the provisions of the Schemes.

**11.6 Severability**

*If any provision of either Scheme is or at any time becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity nor enforceability in such jurisdiction of any other provision of that Scheme, nor the legality, validity or enforceability under the laws of any other jurisdiction of any provision of that Scheme, shall be affected or impaired.*

**11.7 Delegation**

- 11.7.1 The Scheme Companies may perform their rights, powers, duties, discretions and/or obligations, through such one or more authorised signatories, acting jointly or severally, as they may appoint from time to time.
- 11.7.2 The Scheme Companies may also delegate their rights, powers, duties, discretions and/or obligations (including the execution and delivery of any document or instrument) to any person they deem appropriate, in their sole discretion.

**11.8 Future liquidations or dissolution**

The Schemes shall be unaffected by any liquidation, dissolution or similar process in its jurisdiction of incorporation of either Scheme Company after the Effective Time and shall, in those circumstances, continue according to its terms.

**11.9 Governing law and jurisdiction**

- 11.9.1 The Schemes and all matters arising from or in connection with it (including any contractual or non-contractual obligations) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 11.9.2 Subject to the provisions of clause 8 (*Disputes*) and clause 11.2 (*Prohibition on Proceedings*), each Scheme Creditor irrevocably agrees that the Court shall have exclusive jurisdiction to hear and determine any suit, action or proceeding (including any Proceeding which is permitted by the terms of the Schemes) and to settle any dispute which may arise out of or in connection with any provision of the Schemes or their implementation, or out of any action taken or omitted to be taken under the Schemes or their administration or any non-contractual obligations arising out of or in connection with the Schemes. For such purposes, the Scheme Creditors irrevocably submit to the jurisdiction of the Court.

Dated this 6th day of April 2020

## **APPENDIX 1**

### **The Fixed Rate Account Terms and Conditions**

*The Fixed Rate Account Terms and Conditions are displayed at Appendix G of the Explanatory Statement.*

## **APPENDIX 2**

### **The General Terms and Conditions**

*The General Terms and Conditions are displayed at Appendix H of the Explanatory Statement*

### **APPENDIX 3**

#### **Fortress Bond Documents**

##### **Part 1 – Material Contracts**

- 1 A marketing and agency agreement between CTD and CTCM dated 16 October 2015.
- 2 A registrar and administrator agreement between CTD and the Registrar dated 3 July 2014.
- 3 A trust deed between CTD and the Trustee dated 3 July 2014 (as amended or supplemented from time to time including on 24 June 2015 and 13 June 2017).
- 4 A nominee agreement between CTCN, CTC and CTCM relating to CTD and dated 3 July 2014.



## **Part 2 - Prospectuses**

- 1 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 3 July 2014.
- 2 Supplementary prospectus dated 8 December 2014 supplementary to the base prospectus dated 3 July 2014.
- 3 Supplementary prospectus dated 22 December 2014 supplementary to the base prospectus dated 3 July 2014.
- 4 *Supplementary prospectus dated 22 May 2014 supplementary to the base prospectus dated 3 July 2014.*
- 5 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 24 June 2015.
- 6 Supplementary prospectus dated 26 January 2016 supplementary to the base prospectus dated 24 June 2015.
- 7 Supplementary prospectus dated 6 June 2016 supplementary to the base prospectus dated 24 June 2015.
- 8 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 17 June 2016.
- 9 Supplementary prospectus dated 18 January 2017 supplementary to the base prospectus dated 17 June 2016.
- 10 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 13 June 2017.
- 11 Supplementary prospectus dated 11 July 2017 supplementary to the base prospectus dated 13 June 2017.
- 12 Supplementary prospectus dated 26 January 2018 supplementary to the base prospectus dated 13 June 2017.
- 13 Supplementary prospectus dated 3 April 2018 supplementary to the base prospectus dated 13 June 2017.
- 14 Supplementary prospectus dated 27 April 2018 supplementary to the base prospectus dated 13 June 2017.
- 15 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 12 June 2018.
- 16 Supplementary prospectus dated 2 July 2018 supplementary to the base prospectus dated 12 June 2018.
- 17 Supplementary prospectus dated 31 January 2019 supplementary to the base prospectus dated 12 June 2018.
- 18 Supplementary prospectus dated 18 March 2019 supplementary to the base prospectus dated 12 June 2018.
- 19 Supplementary prospectus dated 23 May 2019 supplementary to the base prospectus dated 12 June 2018.
- 20 Base prospectus relating to the £1,500,000,000 programme for the issuance of Fortress Bonds by CTD dated 11 June 2019.

- 21      Supplementary prospectus dated 4 July 2019 supplementary to the base prospectus dated 11 June 2019.
- 22      Supplementary prospectus dated 24 October 2019 supplementary to the base prospectus dated 11 June 2019.
- 23      Supplementary prospectus dated 29 January 2020 supplementary to the base prospectus dated 11 June 2019.

### **Part 3 – Final Terms**

The documents constituting the final terms of the Fortress Bonds for each of series 1 to 582 (inclusive) of the Fortress Bonds and any further series of the Fortress Bonds issued prior to the Record Date and which in each case take the form of the proforma set out in "Part VII – Pro forma Final Terms" of the Base Prospectus applicable to that series of Fortress Bonds.

[To go on the headed paper of the sender]

[Judge]  
Rolls Building  
Business and Property Courts of England  
and Wales  
7 Rolls Buildings  
Fetter Lane  
London EC4A 1NL

[•] 2020

Our ref

Dear Judge

**In the matter of Castle Trust Direct plc; in the matter of Castle Trust Capital plc; and in the matter of the Companies Act 2006**

**No. CR-2020-[ ]**

**[name of company] ("we" or "[abbreviation]") - undertaking to court**

We refer to the schemes of arrangement proposed to be made between Castle Trust Direct plc and Castle Trust Capital plc (each a "**Scheme Company**" and together, the "**Scheme Companies**") and their respective Scheme Creditors pursuant to Part 26 of the Companies Act 2006 (the "**Schemes**").

All capitalised terms used in this letter have the same meanings as those set out in the document containing the operative provisions of the Schemes, the proposed form of which as at the date of this letter was lodged with the Court as pages [ ] to [ ] of Exhibit MPB 1 to the First Witness Statement of Martin Paul Bischoff dated [ ], and as may be subsequently amended from time to time between the date of this letter and the Effective Time.

[In connection with the Schemes we entered into a deed of termination on [•] 2020 with [relevant Scheme Company] by which all of the obligations and liabilities of the parties thereto in relation to [describe agreement] will cease as from the Effective Time.]

[Pursuant to that deed, we also provided an undertaking to [relevant Scheme Company] that, notwithstanding that we may have a Scheme Claim, we would not Vote at either Scheme Meeting and that we would provide an equivalent undertaking to the Court.]

Accordingly, by way of this letter, [company] hereby undertakes to the Court that we shall not Vote at either Scheme Meeting.

We understand that failure to keep to the terms of this undertaking may result in [company] being found to be in contempt of court. We confirm that we understand the consequences of this.

Yours faithfully

[•]

Director  
for and on behalf of  
[company]

## Fixed Rate Accounts Product Specific Terms and Conditions

These Terms and Conditions are only applicable to Castle Trust Bank **Fixed Rate Accounts** and are intended to be read in conjunction with the General Terms and Conditions.

Defined terms used in the **Fixed Rate Accounts** Product Specific Terms and Conditions have the same meaning as the terms used in the General Terms and Conditions.

### How do I open my account?

#### 1.1 You can apply for a **Fixed Rate Account**:

- Online by visiting the Castle Trust Bank website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk);
- Via the **Self Service Portal** for customers who have registered for this service;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- By post:
  - (i) download the application for the specific **Fixed Rate Saver Account** from the Castle Trust Bank website;
  - (ii) complete the application with the details of the accountholder; and
  - (iii) send the application by post to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

#### 1.2 Applications may be made on behalf of the accountholder by a legally appointed representative subject to the appropriate documentation being supplied.

#### 1.3 Applications for a **Fixed Rate Saver Account** can be made by a maximum of two applicants. Additional accountholders may be added to the account at any time until the end of the **Funding Period**.

#### 1.4 Applications for a **Fixed Rate Cash ISA Account** can be made by one applicant only and are subject to eligibility criteria. Please see the section *"Is my account eligible for ISA status?"*

### How do I manage my account?

#### 1.5 You can manage your account in a number of ways:

- Online via the Self Service Portal;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- By secure message through your online account;
- By sending an email to us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk); and
- By post, sending a letter to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

#### 1.6 If you get in touch via email, we may contact you to confirm your instruction your is genuine.

### How do I fund my account?

#### 1.7 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for specific **Fixed Rate Accounts**' funding limits.

#### 1.8 Deposits can only be made during the **Funding Period**. You can fund your account in the following ways:

- By bank transfer from your **Nominated Account**;
- From another Castle Trust Bank account;
- By debit card; or

- By cheque.
- 1.9 The **Funding Period** lasts 14 days and begins on the **Account Opening Date** which is the day when all the **Verification Checks** are successful, and your application is accepted.
- 1.10 If you don't make a deposit within the **Funding Period**, or if the total of the deposits you have made in the **Funding Period** does not meet the minimum balance, we will:
- close your account;
  - return your funds to you; and
  - interest will not be paid if the funds do not meet the minimum balance.
- 1.11 Multiple deposits are allowed during the **Funding Period**, subject to the maximum funding limit of the product and the £1,000,000 maximum balance per **Household**.
- 1.12 We may, at our discretion, accept deposits received after the **Funding Period**.

#### Can I change my mind?

- 1.13 If you decide to cancel your account during the **Cooling Off Period**, you don't need to give us a reason and we won't charge you a cancellation fee.
- 1.14 You can contact us in the following ways to cancel your account:
- Calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
  - Sending us a secure message via your online account;
  - Emailing us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk); or
  - Writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 1.15 If you cancel your account during the **Cooling Off Period**, you won't receive any interest on your deposit for the time it was in your **Fixed Rate Account**.
- 1.16 When we receive your cancellation instruction, we'll return your funds to you in one of the following ways:
- Bank transfer to your **Nominated Account**; or
  - Refund to your debit card.
- 1.17 If, for any reason, we can't return your funds by one of these methods, we'll send you a cheque to the address on your application.

#### Can I close my account early? (Early Exit)

- 1.18 If you decide to ask us to close a **Fixed Rate Account** outside of the **Cooling Off Period**, and before the end of the term, we'll consider your request at our discretion. Generally, we'll only allow an account to be closed early in the following circumstances:
- Death of a sole accountholder; or
  - Other exceptional circumstances where you encounter and can demonstrate financial hardship.
- 1.19 If we accept your account closure request, we may apply an **Early Exit Fee** and we'll return your funds by bank transfer to your **Nominated Account**. If, for any reason, we can't return your funds to your **Nominated Account**, we'll send a cheque to the address on your application.
- 1.20 If you decide to ask us to close a **Fixed Rate Cash ISA Account** early, please see the section *Can I make withdrawals from or close my ISA?*

#### Can I withdraw my money?

- 1.21 Withdrawals from your account are not permitted at any time for a **Fixed Rate Saver Account**.

- 1.22 Withdrawals are permitted for a **Fixed Rate Cash ISA Account**, but are subject to an **ISA Early Exit Fee** (Please see the section *Can I make withdrawals from or close my ISA?*).

**How long is my account fixed for?**

- 1.23 Your account is fixed for a specific length of time ("the term"), determined by the product you applied for. The term begins on the **Account Opening Date**. The term for your account is set out in your welcome letter.
- 1.24 Account applications are subject to Product availability and specific terms may change from time to time.
- 1.25 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for available terms on **Fixed Rate Accounts**.

**What is the interest rate?**

- 1.26 The interest rate on your account is fixed for the term of the product, determined by the product you applied for. Interest starts on the first day that cleared funds are received. The interest rate for your account is set out in your welcome letter.
- 1.27 Interest rates are subject to Product availability and specific terms may change from time to time.
- 1.28 Please refer to the latest Product Summary Sheet at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for available interest rates on **Fixed Rate Accounts**.

**How is interest calculated?**

- 1.29 Interest is calculated daily, based on the balance in your account at the end of the day. The daily interest rate used to calculate your interest is APR divided by 365.
- 1.30 Interest is paid for every day the account remains open with a balance. Therefore, if the term of the Product spans a leap year day, interest will be accrued for the extra day.

**Can Castle Trust Bank change the interest rate?**

- 1.31 While Castle Trust Bank reserves the right to change the interest rates on our Products, your **Fixed Rate Account** benefits from **Our Best Rate Promise**.
- 1.32 **Our Best Rate Promise** runs for 14 days from:
- the **Account Opening Date**; and
  - the date that you roll your funds into a new **Fixed Rate Account** on maturity.
- 1.33 If we launch a new version of your Product with a higher interest rate than the one you applied for, you will automatically receive the higher interest rate.
- 1.34 If we reduce the interest rate, you'll still receive the same rate you applied for.
- 1.35 There's no need to contact us to benefit from **Our Best Rate Promise**, we'll automatically take the necessary steps to ensure you receive the best rate applicable to your account. We'll write to you if there's a new interest rate applied to your account.

**When will interest be paid?**

- 1.36 The frequency of interest payment on your account is determined by the Product you applied for. Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for further details.
- 1.37 Generally, your interest will be paid in line with one of five categories:
- Products of any term where interest is paid to you monthly. The interest payment will be transferred to your **Nominated Account** or **Easy Access Account** on the last calendar day

of each month and at maturity.

- Products for longer than 12 months where interest is paid to you annually. The interest payment will be transferred to your **Nominated Account** or **Easy Access Account** on the last calendar day of each month and at maturity.
- Products for longer than 12 months where interest is capitalised. The interest will be added to the balance of your account annually on the anniversary of the **Account Opening Date** (or last calendar day of the month if the date is not available in any month i.e. 29th, 30th, 31st). You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
- Products for less than 12 months where the interest is capitalised. The interest will be added to the balance of your account at maturity. You will be paid the full amount of interest when your account matures, in accordance with your maturity instructions.
- Converted accounts where interest is paid to you quarterly. The interest payment will be transferred to your **Nominated Account** on the last calendar day of each quarter and at maturity.

#### What happens at maturity?

1.38 Before your account reaches maturity, you'll need to provide us with your maturity instructions. You don't need to do anything until we get in touch with you, which will be about a month before your account matures.

1.39 You can provide us with your maturity instructions:

- Online via the Self Service Portal;
- By phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm;
- Sending us a secure message through your online account
- By post, sending a letter to Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.

1.40 There are a number of options available to you at maturity:

- Roll all of the funds into a new **Fixed Rate Account**;
- Roll part of the funds into a new **Fixed Rate Account**;
- Withdraw all of the funds by bank transfer to your **Nominated Account** or an **Easy Access Account**;
- Withdraw part of the funds by bank transfer to your **Nominated Account** or an **Easy Access Account**, with the balance rolled into a new **Fixed Rate Account**.

1.41 If we do not receive your instructions before your account matures, your account will automatically convert to a **Maturity Easy Access Account**. This account has a different set of terms and conditions and a different interest rate, which is typically lower than the **Fixed Rate Account**. We will write to you with a copy of the terms and conditions if this happens.

#### ISA Specific Features

The terms and conditions in this section are only applicable to the **Fixed Rate Cash ISA Accounts** and are additional to the terms and conditions above.

##### Is my account eligible for ISA status?

1.42 **Fixed Rate Cash ISA Accounts** are eligible for Cash ISA status, subject to certain requirements being met:



- ISAs must be held in a sole name;
- The accountholder must be resident in the UK for tax purposes; and
- You can only open one Cash ISA per tax year.

#### **What is the tax treatment of my ISA?**

- 1.43 **Fixed Rate cash ISA Accounts** are subject to HMRC ISA rules. HMRC may change these rules each tax year.
- 1.44 Castle Trust Bank is the ISA Plan Manager and **Fixed Rate Cash ISA Accounts** will be managed in accordance with the ISA Plan Manager rules.
- 1.45 In the event that we are notified by HMRC to complete an 'ISA Repair' or 'Void' on your account, if we cannot move your funds into an equivalent non-ISA Product we will contact you to discuss the options available.
- 1.46 We will report ISA subscriptions made into a Castle Trust Bank product to HMRC on an annual basis.

#### **Can I transfer my ISA to another ISA provider?**

- 1.47 If you wish to transfer your ISA to another provider, you must first contact the other ISA provider who will advise you of their requirements. They will then contact us to initiate the transfer which we will complete within **5 Business Days** once a valid transfer instruction is received. We will not be able to 'cancel' a transfer once it is underway and care should be taken to ensure the instructions are accurate and correct at the time of submission.
- 1.48 You are permitted to transfer your ISA to another provider at any time. However we will apply an **ISA Early Exit Fee** if you transfer to another provider before the end of the term.
- 1.49 Please refer to the latest Product Summary Sheet available at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for details of **ISA Early Exit Fees**.
- 1.50 We will only be liable for delays to transfer instructions that are caused by our own negligence or by our own breach of contract. We cannot be responsible for any delays arising through the actions or inactions of you or the other ISA provider.

#### **Can I make withdrawals from or close my ISA?**

- 1.51 You may make withdrawals from your ISA at any time, subject to an **ISA Early Exit Fee**.
- 1.52 You may close your ISA at any time, subject to an **ISA Early Exit Fee**. You should be aware that closing your ISA account may impact its tax-free status. Your account cannot be reinstated once it is closed and care should be taken to ensure the closure instruction is appropriate for your circumstances.

#### **What happens to my ISA if I die?**

- 1.53 Your ISA will end when:
- 1.53.1 your executor closes it; or
  - 1.53.2 the administration of your estate is complete.

*Please refer to section Death of the General Terms and Conditions for further details regarding the treatment of your account in the event of your death.*

# General Terms & Conditions

Terms and conditions-effective from 20 March 2020

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## 1. Introduction

- 1.1 This document contains the general terms and conditions (the “**General Terms and Conditions**”) applicable to our **Fixed Rate Saver, Fixed Rate Cash ISA, Easy Access Savings, Easy Access Cash ISA, Easy Access Maturity Savings and Easy Access Maturity ISA** (each a “**Product**” and together the “**Products**”).
- 1.2 *Separate terms apply to each individual Product. The General Terms and Conditions should be read in conjunction with the product specific terms and conditions. If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.*
- 1.3 Please read the General Terms and Conditions carefully. If you want to refer to them in future, you can access them on our website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk), via online banking, on our mobile banking app, by telephone on 0808 164 5000 or by post at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 1.4 We will deal with you solely on an execution only basis which means that we do not provide any advice to you in relation to your application for any of the Products. By accepting your application for any of the Products, we are not confirming that the Product you have selected is suitable for you. If you are in any doubt about any of our Products and their suitability to you, please speak to your financial adviser.
- 1.5 In this agreement:
  - (a) “APR” means annual percentage rate;
  - (b) “Account Opening Date” means the date when all Verification Checks are successful, and the application is accepted;
  - (c) “Business Day” means Monday to Friday excluding English Bank Holidays;
  - (d) “Cancellation Event” means a customer instruction which would result in us breaching a law, regulation or sanction;
  - (e) “Cooling Off Period” means a 14-day period from your Account Opening Date within which you can cancel your account without giving any reason and without incurring in any charges;
  - (f) “Early Exit” means an accepted request from a customer upon which a customer is allowed to withdraw funds from a Fixed Rate Account before the end of the term;
  - (g) “Early Exit Fee” means the fee payable in connection with an Early Exit which is equivalent to any unpaid interest on the amount being withdrawn;
  - (h) “Easy Access Accounts” means any Easy Access Savings Account and Easy Access Cash ISA;
  - (i) “Fixed Rate Accounts” means any Fixed Rate Saver Accounts and Fixed Rate Cash ISA accounts;
  - (j) “Funding Period” means the 14-day period within which it is possible to fund the Fixed Rate Account;
  - (k) “Household” means related accountholders registered at the same UK address;
  - (l) “ISA Products” means any Fixed Rate Cash ISA, Easy Access Cash ISA and Easy Access Maturity ISA;
  - (m) “ISA Early Exit Fee” means a fee payable in connection with ISA transfers occurring before the end of the fixed term period;
  - (n) “Maturity Accounts” means any Easy Access Maturity Account and Easy Access Maturity ISA;
  - (o) “Nominated Account” means a UK based current account, held in the name of one or both of the

applicants, that will be used as the receiving account for any withdrawals from your Castle Trust Bank account;

- (p) "Privacy Policy" means the form of Castle Trust Bank Privacy Policy active at the date of the General Terms and Conditions;
- (q) "Product Specific Terms and Conditions" means the Fixed Rate Accounts Product Specific Terms and Conditions, Easy Access Account Product Specific Terms and Conditions and Easy Access Maturity Account Product Specific Terms and Conditions;
- (r) "Self Service Portal" means the self-service platform accessed via the Castle Trust mobile app and the Castle Trust Bank website;
- (s) "we", "our" and "us" means Castle Trust Bank ; and
- (t) "you" and "your" means our customer.

## **2. Confidentiality and Data Protection**

### **Privacy**

- 2.1 Your privacy is important to us and the information you give us is treated confidentially, in line with data protection laws.
- 2.2 Where necessary, and to help us improve our Products or service delivery, we may share your information with parties outside of Castle Trust Bank. Our Privacy Policy explains how we obtain and use and keep your information safe. We'll provide you with a copy of the Privacy Policy when you open your account, or you may find it on our website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).

### **How to contact us**

- 2.3 Our Customer Services team is available Monday to Friday 9am to 5pm. You can contact us in the following ways:
  - a) Online via the Self Service Portal;
  - b) Email us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk);
  - c) Phone us on 0808 164 5000; and
  - d) Send a letter to: Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE .

### **How we'll contact you**

- 2.4 Where possible, we'll contact you in line with your communication preference. Communication can be via post, email, secure message, messaging within the app, push notifications, SMS, or over the telephone.
- 2.5 We will only send you each text or email once. If you delete a text or email, we cannot send it again. We cannot guarantee that all letters, text messages and emails sent as part of our service will be received in a timely manner (or in exceptional circumstances at all) due to factors outside of our control.
- 2.6 You should inform us as soon as possible if any of your contact details change.
- 2.7 All the information we give you and all communications from us will be in English. We'll only accept communications and instructions from you in English.

## **3. Account basics**

### Availability of Products

- 3.1 All of our Products are subject to availability and, from time to time, we may be unable to offer you a specific Product or open an account once you have submitted an application.

### Eligibility

- 3.2 To open any Castle Trust Bank Account, you must:

- be 18 or older;
- be a UK resident;
- have a National Insurance number or Tax Identification Number;
- have a UK mobile number and a valid email address; and
- have a UK based current account in the name of one or both account holders (your **Nominated Account**).

- 3.3 When applying for a joint account we will require details of both applicants at all stages of the process.

- 3.4 The Products are currently offered only to private individuals and not to companies, partnerships, LLPs, any other entity for commercial purposes, charities and not-for-profit organisations.

### Application

- 3.5 Most Products can be applied for by the following methods:

- online by visiting the Castle Trust Bank website at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk);
- if you are an existing Castle Trust Bank customer, online via the Self Service Portal ; and
- by phone, calling us on 0808 164 5000, Monday to Friday 9 am to 5 pm; and
- by post, as detailed on the application form.

- 3.6 Please note that you may not be able to use all of these options for certain Products. Please refer to the Product specific guidelines for application process applicable to a relevant Product.

- 3.7 You can appoint a representative via Power of Attorney in order to apply for any of the Products, however any legally appointed representative would need to provide relevant documentation to us with an application.

- 3.8 As part of your application you are required to sign-up for online servicing.

- 3.9 If you have applied by phone, you will be sent details of how to set up your online account in your welcome pack.

### Onboarding

- 3.10 When you apply for any of the Products, you will be requested to provide the following basic personal information for all account holders:

- your name;
- date of birth;
- National Insurance number;
- current address;
- address history for the previous three (3) months prior to the application; and
- contact details (email address and phone number).

- 3.11 If you are the second applicant on a joint application, once the application is successful and the account has been opened, we will send you a letter by post providing you with the online banking credentials.

- 3.12 We will use the information provided at the time of application to carry out checks that are required for

regulatory purposes, including, but not limited to:

- Fraud detection;
- Anti-money laundering checks; and
- Bank account ownership checks.

(each a "**Verification Check**" and together, the "**Verification Checks**").

- 3.13 If you fail the Verification Checks, depending on the nature of the failure and on a case-by-case basis, we may:
- open your account, but not make it fully operational; or
  - contact you to request further information.
- 3.14 We reserve the right not to offer a Product or open an account based on the information we have collected or upon unavailability of any of the Products. We may not always be able to share the reason with you.
- 3.15 While we endeavour to open an account as quickly as possible, we do not accept liability for loss of interest while we conduct our Verification Checks or if we reject or are unable to accept your application.

#### **Paying into or from your account**

- 3.16 The following features apply to all of the Products:
- 3.16.1 There is a minimum and maximum funding limit for each Product (Please see the section *Account limits*).
- 3.16.2 Accounts may be funded in a number of different ways:
- by transfer from a Nominated Account;
  - by existing Castle Trust Bank account transfer;
  - by cheque through the post; and
  - debit card.
- 3.16.3 ISA Products can also be funded by ISA Transfer.
- 3.17 Please note that not all methods of funding are available for all products. You should refer to the Product specific guidelines for detailed terms applicable to each Product.
- 3.18 If we have reason to believe a payment to or from your account might break any law, regulation or sanction we reserve the right to accept or reject the payment or delay processing the payment until further Verification Checks are satisfied.

#### **Account limits**

- 3.19 Each product has a minimum and maximum funding limit. Please refer to the Product Summary Sheet at [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk) for details of the limits on each product.
- 3.20 You can accrue interest above the maximum balance amount; however, you cannot place funds into your account greater than the maximum balance value.
- 3.21 You can hold a maximum balance of £1,000,000 across your accounts per Household.
- 3.22 ISA Subscription limits are subject to current ISA rules.
- 3.23 Withdrawal requests that would result in the account balance falling below the minimum balance for the Product will be treated as a request to close the account and we will return the remaining funds to you. The minimum balance for each Product is detailed within the Product Summary Sheet.
- 3.24 Please refer to the Product Specific Terms and Conditions for detailed terms applicable to each

individual Product.

#### Statements

- 3.25 We'll provide statements annually on the anniversary of the opening of your account and in relation to the **Fixed Rate Accounts** also at the end of the fixed period. You can also request a statement at any time - just call us on 0808 164 5000, Monday to Friday 9 am to 5 pm, or contact us by post at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE - or download a statement online.

#### Changing your mind

- 3.26 If you decide not to continue with your account within the **Cooling Off Period**, we will return the funds to you in the same way we received them. If, for any reason, we are unable to return the funds this way, we will send you a cheque.

#### Closing your account

- 3.27 If you decide to close your account outside of the **Cooling Off Period**, we will calculate the amount due to you less any Product specific **Early Exit Fees** or **ISA Early Exit Fees**. The balance of funds will be transferred to your **Nominated Account** or another instant access account you own except in the following circumstances:

- 3.27.1 If there is no valid **Nominated Account** or **Easy Access Savings Account**, then funds will be returned by cheque addressed to the account holder or account holders.

- 3.28 For full details on when and how you can close your account, please refer to the Product specific guidelines.

#### When we can close your account

- 3.29 We reserve the right to close your account immediately and without notice, if you:
- no longer meet our eligibility criteria for that specific Product;
  - have given us false or misleading information;
  - have used (or could be using) the account for an illegal purpose, or allowed someone else to do this; or
  - instruct us to do something that would cause us to break any law, regulation or sanction or that would result in a **Cancellation Event**.
- 3.30 Upon the occurrence of a **Cancellation Event**, we may not return the funds in your account, or in the event that we do return the funds in your account, the payment may not include interest.

## 4. Accountability

- 4.1 We are not liable for any payment from the account, or for access to the account, if this is because you:
- have acted fraudulently;
  - have told anyone your password or other security information; or
  - have deliberately or with gross negligence failed to keep your password or other security information secret.
- 4.2 After you have told us that your security details are no longer secure, you are not responsible for any loss, unless you have acted fraudulently.
- 4.3 We do not accept liability for any scenario where the value of your account could have been increased, or where the value of your account was reduced unless this was as a result of gross negligence, deliberate breach of our obligations or fraud by us.
- 4.4 We are also not liable for loss that was caused by abnormal or unforeseen circumstances that we

couldn't reasonably control.

- 4.5 We are not liable for acting upon any instructions which are forged or fraudulent and shall be entitled to assume that all signatures are genuine. If in any case we agree to accept instructions by telephone or electronic means, we may assume the identity of the caller is genuine, having taken reasonable steps to identify them, unless it shall be obvious that he or she was not a genuine caller or sender.
- 4.6 If we cannot provide our service due to circumstances beyond our reasonable control, we will, where possible, take such reasonable steps as we can to bring those circumstances to an end. We shall not be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of our services caused by such circumstances.

#### **Records of instructions we've received**

- 4.7 We keep written records of all the instructions received from you and record all the telephone communications.
- 4.8 In case of a dispute or a complaint, unless there's an obvious error, our own records of what you've asked us to do are conclusive.

#### **Tax status**

- 4.9 We currently report to HMRC.
- 4.10 In order to enable us to report to the relevant tax authorities we may need to disclose your personal information.
- 4.11 It is your responsibility to tell us if you are required to pay tax or report to tax authorities in other countries. If your circumstances change and impact your tax status please let us know straight away.

### **5. Transferring the agreement and waiving our rights**

#### **When the agreement may be transferred**

- 5.1 We can transfer any of our rights and duties under this agreement to another person. We may also arrange for any other person to carry out our rights or duties under this agreement. This will not affect your rights under this agreement or your legal rights.
- 5.2 In the event that we transfer our rights or duties, you may read these General Terms and Conditions such that any reference to "we", "us" or "Castle Trust Bank" in this agreement, to also mean the party / parties we have transferred our rights or duties to.
- 5.3 You may not transfer or charge the benefit of this agreement to anyone else.

#### **Waiving our rights**

- 5.4 In the event that you do not operate your account within the agreed terms and conditions, we may pursue the recovery of any losses arising from your actions. Even if we decide not to take action at the time, we reserve the right to take action at any point in the future.

### **6. Notices, communications, change of details**

- 6.1 You should send any notices (including cancellation notices) requests for information or instructions for us to the address below, quoting your full name and your account number in all correspondence with us:
- 6.2 **Castle Trust Bank,  
PO Box 6965,  
Basingstoke,  
RG24 4XE**



**Tel: (Freephone) 0808 164 5000**

**(Monday-Friday, 9am-5pm)**

- 6.3 Once you have registered with our Self Service Portal, you can also contact us via the portal's secure messaging service.
- 6.4 For your protection and to help us improve our service we may record and monitor phone calls.
- 6.5 *We will send any notices or other correspondence to the address you have given in your application or to a new permanent residential address provided you have notified us of the change. You should notify us of any change of name or address as soon as possible, providing us with appropriate supporting documentation, e.g. in the case of a change of name, the deed poll or marriage certificate.*
- 6.6 All communications sent to you by us will be treated as received by you two **Business Days** after posting.
- 6.7 *Any documents or cheques sent to you by us and any documents or cheques sent by you to us will be sent at your own risk and we accept no liability prior to receipt of any document or cheque or after despatch of any document or cheque to you.*
- 6.8 *We will not send you any documents if their distribution may be prohibited by any applicable law.*

## **7. If things go wrong**

### **If you have a complaint**

- 7.1 Call us on 0808 164 5000, Monday to Friday 9 am to 5 pm, if something's concerning you or to make a complaint and we'll do our best to put things right. Our complaints procedure can be found on our website [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).
- 7.2 In order to make a complaint, you can also reach us by sending us a secure message via the Self Service Portal, emailing us at [savings@castletrustbank.co.uk](mailto:savings@castletrustbank.co.uk) or writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 7.3 If you have a complaint and aren't satisfied with how we deal with it or it's been over 8 weeks since you raised it, you can refer your complaint to the Financial Ombudsman Service. There are details of how to do this at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) but we'll also give you these details at the time.

### **Our supervisory authority**

- 7.4 We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 541910.

### **Compensation scheme**

- 7.5 Your account is protected by the Financial Services Compensation Scheme (FSCS). The current FSCS limit (£85,000) relates to the combined amount in all of your accounts with Castle Trust Bank, including your share of any joint account, and not to each separate account.
- 7.6 You can find out more about how the scheme works, and how much of your savings this covers in the FSCS information sheet in your welcome pack, or by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

## **8. Online and Mobile Banking**

- 8.1 With online banking and mobile banking, you can access information about your account, give us instructions, set up alerts and use other functionality that we make available from time to time.
- 8.2 We will provide or ask you to set security details for access to online banking and mobile banking. These could include a password, security code or memorable information. We may change these requirements at any time.

- 8.3 If you are a joint account holder, each person named on the account can register for online banking and mobile banking. Each joint account holder will have separate security details to access and use the service.
- 8.4 You can access online banking by logging on at our website [www.castletrustbank.co.uk](http://www.castletrustbank.co.uk).
- 8.5 You can access mobile banking using the mobile app (available on Android and iOS).
- 8.6 Between the hours of 00:00 and 07:00 am the Self Service Portal will show the status and balance of your account as of 00:00. During that time, you will not be able to make amendments to your accounts, add or withdraw your funds, transfer money, change details or open additional accounts.

## **9. The mobile banking app end user licence agreement**

- 9.1 You use the mobile banking app under licence from us on the terms set out below. This licence is non-transferable, non-assignable and non-exclusive.
- 9.2 You are not permitted, and will not be able to, download, install or use the mobile app on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we detect that your device has been jail-broken, rooted or had its security settings compromised in any other way we shall be entitled to prevent you from using the mobile banking app.
- 9.3 In using the app, you must:
  - a) use the app only on a device that you own or control and only to access the mobile banking service;
  - b) not sub-licence, assign or claim to exercise any rights in relation to the app;
  - c) not copy or reverse engineer, amend, alter or adapt any part of the app, and
  - d) accept the terms of this licence without making any amendment to them.
- 9.4 The licence commences when you first install the mobile app and will continue until you stop using mobile banking. If you stop using mobile banking, you should delete the mobile app from your devices. By using the app, you will be deemed to accept the terms of this licence.
- 9.5 Any updates to the mobile app will be made available through the Apple app store and Google Play or other application stores the mobile app is available from. We will not be responsible for providing updates to you in any other way.
- 9.6 We are solely responsible for the mobile app and should you wish to raise any complaint concerning the operation of the mobile app, you should contact us rather than the relevant app store.
- 9.7 If a third-party claims that the mobile app or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.
- 9.8 By using the mobile app, you confirm that you are not located in a country which is subject to any embargo by the United States of America ("the US"), is considered a terrorist-supporting country by the US and you are not prohibited from accessing the app as a result of being listed on any US Government restricted parties lists.
- 9.9 You understand that by using the mobile app the authorised app providers and their subsidiaries are third party beneficiaries of the licence and may enforce the licence in this capacity.

## **10. Access to Online and Mobile Banking**

- 10.1 We may make changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message on our website, via your mobile device, or by text, email or

by post.

- 10.2 You are responsible for maintaining your computer or mobile device, for ensuring that it is compatible with the particular service and for downloading the latest version of the app.
- 10.3 Occasionally, we may need to carry out maintenance that could limit the availability of the services. As far as is possible, we will provide you with advance notice of any scheduled maintenance. While we will limit service downtime, we do not accept liability for any losses arising from the services being unavailable.
- 10.4 We shall use reasonable endeavours to keep the services free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the services. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

## **11. One Time Passcodes**

- 11.1 In order to access many aspects of the services you will need to register your mobile phone number and email address to receive one-time passcodes ("OTP") that we will send to your phone or email address. You will need to input this code to verify and complete certain transactions.
- 11.2 You must take all reasonable precautions to prevent anyone else from accessing the passcode and must never disclose it to anyone, even if they claim to be our employees or agents or the police. We will never ask you to disclose your OTP.

## **12. Security**

- 12.1 You must take reasonable security precautions to keep your account safe when using mobile banking or online banking, including:
  - a) not choosing a PIN or other security details which may be easy to guess, such as your date of birth;
  - b) memorising security details or writing them down only in a way that cannot be understood by others (you should not store them on your device);
  - c) only providing security details to us when asked through mobile banking or online banking (we will ask for details if you call us but will never ask for them over email);
  - d) only responding to an email if you are confident it came from us (we will address emails to you personally and quote your postcode or last four digits of the account number to identify ourselves);
  - e) only accessing our mobile banking or online banking service via our website or app (you should never go to our online banking service from a link in an email and enter your security details);
  - f) ensuring any information shown or stored on your device is kept secure, that the device is locked when you are not using it and that you log out when exiting the service;
  - g) protecting your device with up-to-date anti-virus and firewall software; and
  - h) not accessing your account from a device using public Wi-Fi.
- 12.2 Our digital services may use your location data or information about your device in order to prevent and detect fraud. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.

- 12.3 Further details on keeping your accounts safe can be found on our website and at [www.getsafeonline.org](http://www.getsafeonline.org) (<http://www.getsafeonline.org>). You must follow any other the guidance we give you about keeping your security details and mobile device or computer secure.
- 12.4 If you receive a suspicious email please do not open it or click on any links contained within it, instead report this immediately by forwarding the email to [savings@castletrust.co.uk](mailto:savings@castletrust.co.uk).
- 12.5 You must contact us immediately if:
- 12.5.1 you believe someone else knows your security details or think they have been misused;
  - 12.5.2 you change your phone number;
  - 12.5.3 your phone is lost or stolen; or
  - 12.5.4 you have received a text or email confirming a change to your account and you have not asked to change your details.
- 12.6 If you don't follow these procedures, we may withdraw or suspend your ability to access online banking or mobile banking until we are satisfied that your account is secure.

### **13. Using the service abroad**

- 13.1 Online banking and mobile banking services use a high level of encryption, which may be illegal in some countries outside of the UK. You should not access the services from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using the services from outside the UK.

### **14. Termination and suspension of services**

- 14.1 You can cancel your online banking and mobile banking service at any time by calling us or writing to us at Castle Trust Bank, PO Box 6965, Basingstoke, RG24 4XE.
- 14.2 If you cancel online banking, you will not be able to access any online-only accounts and you will no longer be able to use mobile banking.
- 14.3 You can end your use of mobile banking at any time by deleting the app from your device.
- 14.4 We may terminate your use of any of the services at any time by giving you at least two months' written notice (including email or text alerts). We may also terminate or suspend your use of the services if we terminate or suspend your use of your accounts in accordance with the account terms.

### **15. Death**

- 15.1 In the event of Castle Trust being notified of death of an accountholder, we commit to dealing with the situation in a compassionate and understanding manner.
- 15.2 When notified of a death associated to an account we will ask the notifier to provide legal documents a) evidencing the death, and b) confirming the authority of the executor on the account.
- 15.3 When acting upon the instruction of the executor on a sole account, we will:
- 15.3.1 Transfer the account balance in accordance with the instructions of the executor;
  - 15.3.2 Alternatively, the executor may instruct us to retain the account balance until the account matures.
- 15.4 In relation to ISA Products, we do not allow the transfer of the ISA to your surviving spouse or civil partner. We will however, provide the relevant valuations upon the request of an alternative ISA provider, selected by the spouse or civil partner, to facilitate the transfer of the Additional Permitted Subscriptions in accordance with HMRC rules.

- 15.5 Upon receipt of an accountholder's death certificate, we will take reasonable steps to ensure that online services and notifications are terminated.

## **16. Changes to these conditions**

- 16.1 We can change any of these terms and conditions, including introducing or changing levels of fees, provided we give you at least two months' notice in advance of the change.
- 16.2 We may also make changes to online banking or mobile banking from time to time that we ask you to agree to through the website or app, for example software updates or improvements in functionality.
- 16.3 We can give you notice of any changes on the log on page of online banking, via the mobile banking app, by post, email, text or by any other means we agree with you.

## **17. Enforcement and Jurisdiction**

- 17.1 These legal terms (English law applies, and disputes will be settled by English courts) are between you and Castle Trust Bank

## APPENDIX I

### Destination Table

Heading In Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
Definitions	1	General Terms and Conditions  1 ( <i>Introduction</i> )	
Introduction	2	General Terms and Conditions  1 ( <i>Introduction</i> )	
Your application	3	General Terms and Conditions  2 ( <i>Account basics</i> )	See paragraph 8.1.2 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Cancellation	4	Fixed Rate Account Terms and Conditions 1.13-1.17 ( <i>Can I change my mind?</i> )	See also clause 3.6 ( <i>Other provisions of the Fixed Rate Account Terms and Conditions</i> ) of the Schemes Document which modifies these Fixed Rate Account Terms and Conditions in certain cases
Cash held before your purchase	5	-	
How your Investment is held	6	-	
Interest on your Investment	7	Fixed Rate Account Terms and Conditions  1.26-1.28 ( <i>What is the interest rate?</i> )  1.29-1.30 ( <i>How is interest calculated?</i> )  1.31-1.35 ( <i>Can Castle Trust Bank change the interest rate?</i> )  1.36-1.37 ( <i>When will interest</i>	See also clause 3.6 ( <i>Other provisions of the Fixed Rate Account Terms and Conditions</i> ) of the Schemes Document which modifies these Fixed Rate Account Terms and Conditions in certain cases

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		<i>be paid?</i> )	
Maturity of the Fortress Bond	8	Fixed Rate Account Terms and Conditions  1.38-1.41 ( <i>What happens at maturity?</i> )	
Transferring your Investment	9	-	See paragraph 8.1.1 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Early encashment	10	Fixed Rate Account Terms and Conditions  1.21-1.22 ( <i>Can I withdraw my money?</i> )	See paragraph 8.1.1 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Death	11	-	
Charges and expenses	12	-	
Statements	13	General Terms and Conditions  2.25 ( <i>Statements</i> )	
Joint holders	14	-	
Corporate and trustee holders	15	General Terms and Conditions  2.4 ( <i>Eligibility</i> )	See paragraph 8.1.3 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Power of attorney	16	General Terms and Conditions  2.7 ( <i>Application</i> )	
Validity of instructions	17	-	
Liabilities	18	General Terms and	

Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		Conditions 3.1-3.6 ( <i>Accountability</i> )	
Termination	19	General Terms and Conditions 13 ( <i>Termination and suspension of services</i> )	
Changing the Terms and Conditions	20	General Terms and Conditions 15 ( <i>Changes to these conditions</i> )	See paragraph 8.1.4 ( <i>Other matters to consider</i> ) of Part 1 ( <i>Letter from the Chief Executive Officer of Castle Trust Capital plc and Castle Trust Direct plc</i> )
Conflicts of interest	21	-	
Delegation	22	General Terms and Conditions 4.1-4.3 ( <i>When the agreement may be transferred</i> )	
Complaints	23	General Terms and Conditions 6.1-6.3 ( <i>If things go wrong</i> )	
Compensation	24	General Terms and Conditions 6.5-6.6 ( <i>Compensation scheme</i> )	
Notices, communications; change of details	25	General Terms and Conditions 1.8 ( <i>How to contact us</i> ) 1.9-1.12 ( <i>How we'll contact you</i> ) 5 ( <i>Notices, communications, change of details</i> )	
Your electronic information	26	-	See also Castle Trust's Privacy Policy
How we use your information and with whom we share it	27	General Terms and Conditions	See also Castle Trust's Privacy Policy



Heading in Fortress Bond Terms and Conditions	Paragraph number in Sale Conditions	Corresponding provision paragraph number for Deposits	Comments
		1.6-1.7 ( <i>Privacy</i> )	
Fraud prevention agencies	28	-	
Who we are	29	-	
Client categorisation	30	-	
Waiver	31	General Terms and Conditions 4.4 ( <i>Waiving our rights</i> )	
Severability	32	-	
Assignment	33	General Terms and Conditions 4.1-4.3 ( <i>When the agreement may be transferred</i> )	
Third Party Rights	34	-	
Law and jurisdiction	35	General Terms and Conditions 16 ( <i>Enforcement and Jurisdiction</i> )	