

Branch savings account conditions

Valid from 25 August 2023

Contents

1. Introduction	1
2. Membership	2
3. Your account	2
4. Account information	2
5. Account documents	3
6. Minimum and maximum account balances	3
7. Paying money into your account	3
8. Taking money out of your account	4
9. Uncleared funds	5
10. Interest	5
11. Account charges	7
12. Unauthorised transactions	7
13. Mistaken and delayed transactions	8
14. Joint accounts	8
15. Changing these Conditions	8
16. Suspending your account	9
17. Closing your account	9
18. Transfers	10
19. Unclaimed balances	10
20. Notices	10
21. Matters beyond our control	10
22. Set off	10
23. Governing law and jurisdiction	10
24. Language	10
Additional information	11

1 Introduction

These branch conditions apply to all savings accounts with the Society, except online savings accounts. If you have an online savings account, please refer to the online conditions. You can access these on the Beehive Money website (www.beehivemoney.co.uk).

Your agreement with us for your account is made up of:

- 1) any special conditions for the account(s) you hold,
- 2) information about the interest rate(s) applicable to your account(s),
- 3) any document we publish from time to time setting out our charges relating to accounts,
- 4) the rules of Nottingham Building Society, which are accessible on the Society's website (www.thenottingham.com), and
- 5) these branch conditions.

We refer to these together as the Conditions.

Where there are any inconsistencies between these documents, they apply in the order set out above.

Please contact us if you want a copy of the Conditions that apply to your account at any time while it is open. These can be obtained from our branches or on our website.

1.1 In these Conditions:

- 'the Society', 'we', 'us' and 'our' refer to Nottingham Building Society, and includes our successors and anyone we transfer our rights in respect of an account to;
- 'you' and 'your' refer to holders of savings accounts, and includes your personal or other legal representatives; and
- 'normal opening hours' means between 9.00am – 5.00pm on working days. Office hours may be reduced at certain times, such as Christmas and New Year. Up to date opening hours can be found on the Society website;
- 'working day' means a day other than a Saturday, Sunday or a bank or public holiday.

1.2 Generally, all communication with you about your account or any notice will be by post or email (if you have told us you want to be contacted in this way). This is what we mean when we say 'in writing'. However, we may also telephone you, send you an SMS or push notification or contact you by post or can place notices on the website. Contact us if you wish to receive any information in a different way.

1.3 If we become aware of an actual or suspected fraud or a security threat affecting any of your accounts, we'll contact you on your telephone. If we can't reach you by telephone, we'll contact you by email or post.

1.4 You can contact us in any of the ways set out in the "How to contact us" part of the "Information" section.

2 Membership

2.1 If these Conditions apply to your account you'll be a member of the Society and therefore our rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the Rules in case of any inconsistency. A copy of the rules is available on our website or on request.

2.2 New investing members since 30th January 1999 are subject to one of the Society's Charitable Assignment Schemes, full details of which are set out in the application form.

3 Your account

3.1 We are required to confirm the identity of all account holders before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it until the identity of the account holder(s) have been satisfactorily confirmed.

3.2 We will attempt to verify your identity electronically by matching the personal details you provide when you apply for an account to a range of publicly available records and credit records. Details of credit histories will not be made available to us. The search we carry out leaves an Anti-Money Laundering/ID footprint but this will not show up in a credit search and will not affect your ability to get credit. You may see the footprint if you look at your own credit file.

3.3 We use trusted external parties to complete identity checks and verify your identity. Details of the third parties we use are available on our Privacy Policy which is available on our website.

3.4 Occasionally, we may not be able to match your identity, for example if you have just moved house or you don't have a credit history. If so we'll ask you to provide documents to prove your identity and address and will supply you with a list of documents we will accept to do this.

3.5 We reserve the right to carry out any further checks of your identity if we think we need to do so in order to comply with our legal obligations. As part of these checks, we may make further searches with credit reference agencies.

3.6 If you already have an account with us, we will ask you to confirm the details we have about you are correct.

3.7 We are required to retain personal information for any applications for an account with the Society, regardless of the success of opening that account, for a period set out in law. Once this period has ceased, your personal information will be securely destroyed.

3.8 You can only have an account for personal use. To open and use your account, you must not use it in your capacity as:

- a sole trader;

- a company;
- a partnership;
- any other kind of business;
- a club;
- a charity;
- a trust;
- a nominee;
- an executor.

You must tell us if you are using your account for any of these purposes.

3.9 You can only have an account if you are a UK resident and you are 18 years old or over. You must tell us if you are under 18 or you move away from the UK.

3.10 We can carry out any further checks of your identity if we think we need to do so in order to comply with our legal obligations. As part of these checks, we may make searches with credit reference agencies.

3.11 Your account can't be transferred to a non-UK address. If you want to change your registered address to a non-UK address, the account must be closed and your balance will be:

- (i) Provided as a cheque or in cash where the balance is less than £5,000; or
- (ii) Otherwise will be sent by CHAPS to an account of your choosing.

3.12 If you change your mind about opening an account, tell us within 14 calendar days of opening it. If you do, we'll give you your money back subject to the following provisions:

- (i) You don't have this right when opening fixed rate accounts (other than a fixed rate cash deposit ISA).
- (ii) Cheques must be cleared before your money can be returned.
- (iii) The latest date to tell us is the fifteenth calendar day from the date you opened your account.
- (iv) You must tell us by letter or by contacting your local branch in person or by telephone. If by letter, we'll treat the posting date as the date you tell us.
- (v) Interest will be paid in accordance with Section 10.

If you don't exercise this right, you'll continue to be bound by the Conditions.

4 Account information

4.1 Your registered address will be the address that you provided in the application form. It will stay as your registered address until you ask us to change it in our records.

4.2 You must tell us if you change your name, address, telephone number and/or email address (if you have told us you want to be contacted in this way). A change to your telephone number or email address can be notified to us by telephone. A change to your address must be provided in writing or you can tell us in your local branch. A change to

your name must be notified in branch as we will require you to provide ID to prove the change of name.

- 4.3 If you don't tell us, we can't be held responsible if we can't contact you.
- 4.4 You agree to give us evidence of any new name or address if we ask to see it. If your account has a passbook, you must send or produce it to us so that we can note the change of details.
- 4.5 You agree to provide us with specimen signatures if we ask for them.
- 4.6 If you have more than one savings account with us, you must make sure that the registered address we have for you is the same for each account.
- 4.7 We'll provide you with a unique account number. We'll tell you this number when we open your account. Please quote this when you contact us.
- 4.8 You can ask us for information about payments (of any kind) into or out of your account at any time.
- 4.9 If your account has a passbook, your passbook is your account and transaction record. Please take it into your local branch or send it to our customer services team regularly so we can keep it updated.
- 4.10 Statements or payment notifications can be provided on request free of charge.

5 Account documents

- 5.1 We may issue you with a passbook, certificate or other similar documents relating to your account. If we do:
 - the document will belong to us;
 - you agree to return it to us for updating, or for any other purpose we reasonably require;
 - you agree to keep it safe, and to tell us in person at one of our branches or by telephoning us as soon as you discover it has been lost or stolen;
 - the document must be produced to us before any withdrawal from the account is made; and
 - only our staff or appointed agents can make entries in your passbook.
- 5.2 We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:
 - providing us with reasonable evidence of the loss or theft;
 - notifying, and co-operating with, the police; and/or
 - restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft.
- 5.3 You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible. You can tell us in person at any of our branches, or by telephoning us, so that we can resolve the matter.

- 5.4 We can stop the use of your passbook, certificate or other similar documents if:
 - you have told us that, or we reasonably believe that your document has been lost, stolen, compromised, used without your authorisation or used fraudulently; and/or
 - we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.
- 5.5 Provided it would not be unlawful for us to do so, or it would not compromise reasonable security measures:
 - we'll tell you that we intend to stop the use of your document, either by telephone or in writing. If for any reason we are unable to tell you before we stop or block their use, we'll tell you afterwards without delay; and
 - we'll explain our reasons for stopping the use of your document.
- 5.6 We'll allow the use of your document, or we'll replace it, as soon as possible after the reasons for stopping its use no longer apply.

6 Minimum and maximum account balances

- 6.1 The minimum and maximum amounts that can be held in any particular account are set out in the special conditions for that account.
- 6.2 The overall maximum holding by any one person in respect of all savings accounts with the Society is £750,000.
- 6.3 If the amount in your account is below the minimum for that account, we can either:
 - close your account. We'll give you at least 60 days' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum, or
 - pay a reduced rate of interest during any period when it is below the minimum amount. You can find details of the reduced interest rate in the factsheets relevant to your account.

7 Paying money into your account

- 7.1 Unless your special conditions say otherwise, you can pay money into your account at any of our branches during our normal opening hours, or by bank transfer or post. However, for security reasons we don't recommend that cash is sent by post. Please see section 10.2 for details of when interest becomes payable.

For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 7.2 You can pay money into your account by standing order. You'll need to set this up direct with the bank the money is coming from.
- 7.3 We can't accept payments by Direct Debit.
- 7.4 You can pay money into your account by cheque. The cheque needs to be made payable to the Society and must contain additional details, such as:
 - the name of the account holder, or
 - the account number.

This makes it clear who the money is intended for.

- 7.5** When paying in money by cash, you'll need to produce your passbook or provide your account number.
- 7.6** Money can only be paid into your account in pounds sterling. In the case of electronic transfers, payments must be made from another building society or bank in the UK. The special conditions for your account may set out the types of payments which are accepted.
- 7.7** Money paid into your account by cash or electronic transfer will be available for withdrawal immediately after we receive it. Any sums received by us outside our normal opening hours will be treated as having been received when we are next open for business on a working day. Please see section 9 regarding cheques.
- 7.8** To pay money in by electronic transfer, please use the details set out in the special conditions for your account. If these payment details aren't used correctly, there may be a delay in crediting the money to your account, or the money may be returned to the bank that sent it. We won't be responsible for any losses you suffer if this happens.
- 7.9** If a bank or building society tells us that they have made a payment into your account by mistake, we have to help them recover the mistaken payment. We have to give them all relevant information they need to collect the payment. We'll deduct the amount of the mistaken payment from your account and will notify you that this has been done.
- 7.10** If the payer's bank or building society can't recover the mistaken payment, the payer can ask them to provide all relevant information on you. This is so they can claim repayment. This information will include your name and contact address.

8 Taking money out of your account

- 8.1** You can't pay money to a non-UK bank or building society.
- 8.2** You can make withdrawals during our normal opening hours, subject to the special conditions for your account. The special conditions also set out how you can make withdrawals from your account.
- 8.3** To make a withdrawal by electronic payment, or to cancel a withdrawal instruction, you must do one of the following:
- give us a withdrawal form, signed by you; or
 - send us written instructions, clearly setting out the details of the payment to be made (or cancelled) and signed by you.

In each case, this will be treated as your consent to us making (or cancelling) the withdrawal instruction.

You can also call us to cancel a withdrawal instruction, as explained in section 8.5. We'll treat you as consenting to the cancellation instruction when you call us to confirm the payment you want cancelled. We treat any instruction to make (or cancel) an electronic

payment as being received by when we actually receive your consent. However:

- if you give us an instruction to make (or cancel) a payment outside of our normal opening hours we'll treat your instruction as being received by us on the next working day;
 - if you give us an instruction to make (or cancel) a payment by CHAPS after 2pm (UK time) on a working day, we'll treat your instruction as being received by us on the next working day;
 - if you give us an instruction to make (or cancel) a payment at a future date (for example, a payment out of a notice account on expiry of the notice period, or payment of funds in a fixed rate account on maturity), we'll treat your instruction as being received by us on the due date for payment.
- 8.4** Payments by CHAPS will reach the account you want to pay it to no later than the next working day after we receive your instructions.
- 8.5** You can't cancel a withdrawal instruction relating to an electronic payment once it has been given to us. The only exception is where you ask us to make the withdrawal on a future date. In this case, you can cancel your instruction by telling us in branch, in writing or by telephone at any time up to 4pm on the working day before the withdrawal is due to be made.
- 8.6** We can refuse to allow a withdrawal or cancellation instruction if:
- we aren't satisfied that we have your consent for the instruction;
 - you haven't given us evidence of your identity that we are happy with, if we've asked for this;
 - in the case of a passbook account, you have not produced the passbook at the time of withdrawal;
 - we need to carry out further checks in order to comply with our money laundering, financial crime or other legal requirements (for example, where we ask for evidence of changes to your name or address);
 - we reasonably believe that there may be fraudulent activity or other financial crime affecting you, the account or the transaction;
 - we are required to do so by any law, regulation, court order or the instructions of a regulator or an ombudsman;
 - there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account or a dispute between joint account holders;
 - we reasonably believe that processing the instruction would breach these Conditions;
 - the amount of the withdrawal exceeds the withdrawal limits set out in the Conditions;
 - there are not enough cleared funds in the account to make the withdrawal and/or to cover any charge for making the withdrawal;
 - you're subject to bankruptcy or anything similar, or you have entered into a voluntary

agreement with your creditors;

- the account you are sending the money to can't receive payments of that type;
- in the case of a passbook account, you have lost your passbook and section 14.4 applies.

8.7 As long as it wouldn't be unlawful to:

- we'll tell you of the refusal either by telephone or in writing. We'll do this as soon as we can and no later than the day when funds should have been available in the account you sent the money to. If we can't tell you before we refuse to carry out an instruction we'll tell you as soon as possible afterwards;
- we'll explain our reasons for the refusal, if possible; and
- we'll (where relevant) explain how you can correct any errors that led to the refusal.

8.8 We may also refuse to allow a withdrawal, or restrict the amount that can be withdrawn, for the following reasons:

- due to matters beyond our reasonable control; or
- circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

In either of these cases:

- (i) we'll act proportionately to the circumstances in question;
- (ii) we'll take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iii) we'll take into account the interests of the Society's membership as a whole;
- (iv) we'll tell you in advance if we can;
- (v) we'll tell you of the restriction by notices on our website and in our branches; and
- (vi) we may consider exceptions to the restrictions if we are reasonably satisfied that you would suffer substantial hardship.

8.9 You can contact us to discuss any restriction in person at any of our branches, or by telephoning us.

8.10 If you give notice to make a withdrawal, you must make the withdrawal within 7 days of the due date. Otherwise, you'll have to give us the required period of notice again.

8.11 To process an electronic payment correctly, you must give us the sort code and account number of the account you want to pay. We may also ask you for further information in order to comply with our legal and regulatory obligations.

8.12 If a withdrawal is made by a cheque in favour of someone other than you, we won't stop payment of the cheque unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.

8.13 Payments can only be made in pounds sterling to another building society or bank in the UK.

8.14 Please also note that:

- we won't send cheques to third parties by post.
- we don't permit withdrawals to be made by Direct Debit or standing order.

8.15 Whenever you make a CHAPS payment out of your account, we'll send you a payment notification in writing within one month, setting out the details of the payment.

9 Uncleared funds

9.1 You can withdraw money paid in by cheque 3 working days after you paid it in, if we haven't received notice that it has not been cleared. This usually gives enough time for cheques to be cleared. When we allow a withdrawal it does not mean that a cheque has been cleared. If a cheque is returned unpaid after 3 working days, we can take the amount of the cheque (and any interest we have paid on it) out of your account.

Cheque clearance dates, assuming none of the days below are bank or public holidays:

Day we receive cheque	Mon	Tues	Wed	Thurs	Fri	Sat
First day interest starts to be earned	Tue	Wed	Thurs	Fri	Mon	Tue
Day money available for withdrawal	Thurs	Fri	Mon	Tue	Wed	Thurs

If a cheque does not clear, we'll tell you about this in writing.

10 Interest

10.1 We'll tell you the interest rate that applies to your account and when we'll pay it when you open it. This information is also available:

- in the special conditions;
- on our website; and
- by asking our staff at any of our branches or by contacting us by telephone.

10.2 We generally:

- calculate interest on money deposited in cash or by electronic transfer from the day we receive it;

For example, assuming none of the days below are bank or public holidays:

Day we receive cash	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
First day interest starts to be earned	Mon	Tues	Wed	Thurs	Fri	Mon	Mon

- calculate interest on any money withdrawn by cash or by electronic transfer up to and including the day before you make the withdrawal;
- where you transfer money between savings accounts you hold with us, we'll pay interest:
 - up to and including the date of the transfer on the account the money is sent from; and
 - from the following day on the account the money is sent to,
- calculate interest on money deposited by cheque:
 - from the next working day after we receive it, if we receive it on a working day; or
 - from the second working day after we receive it, if we receive it on a non-working day,

For example, assuming none of the days below are bank or public holidays:

Day we receive cheque	Mon	Tues	Wed	Thurs	Fri	Sat
First day interest starts to be earned	Tues	Wed	Thurs	Fri	Mon	Tue

- calculate interest on money withdrawn by cheque up to and including the day before you make the withdrawal;
- we pay interest on the money in your account rounded down to the nearest pound;
- we include 29 February when we calculate interest. For accounts that pay interest on 28 February, we'll pay you interest on the 29 February instead when it's a leap year;
- if you withdraw money by cheque and you pay it back into your account, we won't pay interest on it in the meantime. We'll treat it as a withdrawal followed by a payment into your account; and
- if you withdraw money by cheque, our cheques are valid for 6 months from the date we issue them. We can issue replacement cheques for out-of-date cheques, but we won't back date interest.

The interest provisions set out above may vary depending on the type of account you have. You should check the other documents that make up the Conditions which may contain further details of how and when interest is payable.

- 10.3** Subject to any special conditions that apply to your account, we can change interest rates as set out in sections 10.4 to 10.9 below.
- 10.4** Except for fixed rate accounts, we may introduce or alter 'bands' under which:
 - interest is not paid where the amount in the account is below a certain level; and/or
 - different rates apply depending on the amount in the account.

Details can be found in the other documents that make up the Conditions
- 10.5** We'll update the information on our website within three working days of an interest rate change.
- 10.6** We won't change the interest rate on a fixed rate account during the fixed rate period.

Changes to interest rates on accounts (excluding tracker accounts)

- 10.7** We may change interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
 - to respond to changes in the Bank of England base rate;
 - to respond to changes in the law or the decision of a court or the instructions of a regulator or an ombudsman;
 - to meet relevant regulatory requirements;
 - to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - to respond to changes in our funding costs and help us manage the costs of us raising the money we lend our mortgage borrowers,
 - to respond to changes to our costs in managing our savings business, including our administrative costs; and
 - to maintain our financial strength and stability for the benefit of all our members, having proper regard to our status as a mutual society.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

- 10.8** When we make a change, we'll tell you about it in the following ways:
 - if we reduce an interest rate and you have £100 or more in your account, we'll tell you in writing 14 days in advance of the change. You'll be given 30 days from the date of this notification to close or switch your account without notice or penalty.
 - if we reduce an interest rate and you have less than £100 in your account or we increase an interest rate, we won't tell you in advance. We'll tell you by placing notices in our branches and/or placing a notice on our website.

Changes to interest rates on tracker accounts

10.9 Where your account is a tracker account, the interest rate may increase or decrease immediately in line with any increase or decrease in the rate which is being tracked. We won't tell you in advance. We'll tell you by placing notices in our branches and/or placing a notice on our website.

11 Account charges

11.1 We don't charge you for the day to day running of your account.

11.2 However, we may charge for products or services relating to your account. We'll tell you about these before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask. These charges are contained in the other documents that make up the Conditions and you can request details in your local branch.

11.3 We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to respond to changes to our costs in managing our savings business, including our administrative costs;
- to respond to changes in the law or the decisions of a court or the instructions of a regulator or an ombudsman;
- to meet relevant regulatory requirements; and
- to respond to new (or changes to) statements or codes of practice or industry guidance designed which apply to us or we have agreed to follow.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

11.4 Changes may include removing or changing existing charges or introducing new charges.

11.5 This following parts of this section do not apply to changes to charges which relate to the use of cheques.

11.6 Where we introduce or increase a charge relating to:

- the day-to-day running of your account; or
- electronic payments into or out of your account,

we'll give you 60 days' written notice before the change comes into effect. At any time up to the date the change comes into effect, you have the right to switch your account or close it without losing any interest or paying any additional charges. If you don't tell us that you object to such a change before it comes into effect, we'll take this to mean you have accepted it.

11.7 Where:

- the change doesn't relate to the day-to day running of your account;

- the change doesn't relate to electronic payments into or out of your account; or
- we reduce a charge,

we'll tell you about the change by placing notices in our branches and/or placing a notice on our website at least 30 days before the change takes effect.

11.8 You may have to pay other taxes or costs that aren't paid through us or charged by us.

12 Unauthorised transactions

12.1 If we become aware of actual or suspected fraud or a security threat affecting any of your accounts, we'll contact you by telephone. If we can't reach you by telephone, we'll contact you by post

12.2 You'll be liable for all losses arising from an unauthorised transaction or transactions:

- where you've acted fraudulently, and no limit will apply to your liability; or
- where you deliberately or with gross negligence fail to comply with any of the requirements to keep your passbook or account information safe. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.

12.3 You'll be liable for £35 from an unauthorised transaction or transactions where the loss arises from unauthorised use of your passbook or account information. We'll not ask you to pay us anything for any payments taken from your account after you told us.

12.4 You won't be liable for any losses arising from an unauthorised transaction or transactions:

- where the loss, theft or unauthorised use of your passbook or account information wasn't detectable by you before the unauthorised transaction or transactions occurred; or
- after you have notified us of the loss, theft or unauthorised use of your passbook or account information;
- where we have failed to provide a notification process to allow you to report the loss, theft, or misappropriation of your passbook, or any unauthorised use of your account;
- where we have failed to carry out security checks to the standard required under relevant laws and regulations; or
- where those losses were caused by anything that we, our employees or agents did or failed to do.

12.5 If you tell us of an unauthorised transaction, and we are responsible for the loss, we'll refund the amount of the unauthorised transaction. We'll restore your account to how it would have been if the unauthorised transaction had not been made. This means we'll reimburse you for any interest you have lost (or debit interest you have incurred). We'll also refund you any charges you've incurred as a result of the unauthorised transaction. We'll process your refund no later than the next working day after you contact us.

12.6 If we think you have been involved in fraud, we don't have to refund you within one working day and we may investigate further. If we investigate, we'll tell you of this no later than the

next working day after you contact us. You must co-operate with us and with the police, if we need to involve them.

12.7 If we investigate and determine that we don't have to refund you, we'll tell you. Otherwise, we'll refund the amount of the unauthorised transaction and we'll restore your account to how it would've been had the unauthorised transaction not been made. This means we'll reimburse you for any interest you have lost (or debit interest you have incurred). We'll also refund you any charges you have incurred as a result of the unauthorised transaction.

12.8 If you have any reason to think that a transaction has occurred on your account without your authorisation, you must tell us as soon possible. If you don't tell us within 13 months of the transaction, we don't have to investigate or refund you.

12.9 If we refund you and discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your account (and any interest we have paid you on that money).

13 Mistaken and delayed transactions

13.1 This section does not apply to withdrawals made by cheque.

13.2 If we fail to process a transaction, fail to process it on time, or process it incorrectly, we may be liable to you. However, we won't be liable to you:

- where you did not give us the correct payment details. It is your responsibility to make sure that the payment details are correct. If you give us incorrect payment details, we'll make reasonable efforts to recover any money that has been sent incorrectly. We may charge you any costs we reasonably incur in trying to do this. Where we can't recover the money, you can ask us to provide you with relevant information. You can do this by writing to us. This may help you make a claim for repayment;
- where you don't tell us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out;
- where we can show that the payee's bank or building society received the correct payment and payee's details on time;
- where we had reasonable grounds to delay the transaction; or
- where it wasn't possible for us to process your instruction due to matters beyond our control.

13.3 We'll reimburse you for losses due to a mistake, failure, or delay in processing a transaction. Our liability will be limited to refunding the amount of the transaction together with:

- any interest you should have received but did not receive; and/or
- any interest or charges you have to pay in either case as a direct result of our mistake, failure or delay.

14 Joint accounts

14.1 If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights. These include the right to receive notices of, and to attend and vote at, meetings. This is subject to any rights given to other holders by any legislation.

14.2 You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We'll make the change within a reasonable time after you tell us about it.

14.3 For tax purposes only, we'll treat joint account holders as being entitled to the money in the account in equal shares. This doesn't affect the operation of Section 14.4, which takes precedence.

14.4 Where one account holder dies treat the surviving holder(s) as being entitled to the account. We'll only do this once we receive satisfactory evidence of death. The other terms of the account will remain unchanged.

14.5 Withdrawals and other transactions on, and an instruction to close, a joint account need the signatures of all account holders, however, this doesn't apply if all of them have authorised us to accept the signature of any one of them or any combination of them.

14.6 Any authorisation given under Section 14.5 can be stopped by any account holder. However, we'll need 3 working days' notice to put this into effect.

14.7 We may freeze the account if we think there's a dispute in relation to the money in the account. However, we won't be obliged to do this unless we are ordered to do so by a court.

14.8 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.

14.9 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.

14.10 We don't have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account except as may be required by law. We won't have any liability for failing to recognise any such interest or claim.

15 Changing these Conditions

15.1 We can change these Conditions if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in the law or the decisions of a court or the instructions of a regulator or an ombudsman;
- to meet relevant regulatory requirements;

- to make the terms clearer or fairer;
- to provide you with extra benefits or services;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Any change we make to the Conditions will be proportionate to the circumstances giving rise to the change.

15.2 Where we change any part of the Conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your account, we'll tell you at least two months in advance. We'll tell you by individual letter or e-mail (if you have told us that you want to be contacted in this way). At any time up to the date the change comes into effect, you have the right to switch your account or close it without having to lose any interest or pay any additional charges. If you don't tell us that you object to a change before the date it comes into effect, you'll be deemed to have accepted it.

15.3 In all other cases, we can make changes as follows:

- We can make a change which benefits you straight away. We don't need to tell you before we make the change. We'll tell you about it within 30 days by general notice in our branches, principal office and website. You don't have any extra rights to close or switch your account.
- We can make a change which doesn't benefit you if we tell you in writing 30 days before the change comes into effect. We'll tell you by individual letter or e-mail (if you have told us that you want to be contacted in this way). At any time within 60 days of us telling you about the change, you have the right to switch your account or close it without having to lose any interest or pay any additional charges. If you don't tell us that you object to a change before the date on which it comes into effect, you'll be deemed to have accepted it.

15.4 If you have a fixed rate account you can only close or switch your account at the end of the fixed rate period.

15.5 If we've made a major change or a lot of minor changes in any one year, we'll give you a summary of the changes and you can contact us for a copy of the updated Conditions.

16 Suspending your account

16.1 We can restrict or suspend your account if:

- you've told us that, or we have reason to believe that, your details or passbook have been compromised, used without your authorisation or used fraudulently or your account is under review; and/or
- we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.

16.2 As long as it wouldn't be unlawful for us to do so, or it would not compromise reasonable security measures:

- we'll tell you that we intend to restrict or suspend the use of your online account in advance. If for any reason we are unable to tell you before we do so, we'll tell you afterwards without delay; and
- we'll explain our reasons for restricting or suspending your online account.

16.3 We'll remove the restriction or suspension of your account as soon as possible after the reasons for the restriction or suspension no longer apply.

16.4 You must tell us as soon as possible if your passbook, email address, mobile phone number, password or one time passcode (OTP):

- become known by, or if you think they may be known by, anyone else; or
- if you become aware that someone else has used or attempted to use them.

You can tell us by calling 0344 481 4444.

17 Closing your account

17.1 You can close your account at any time, unless the special conditions say something different. To close your account, please contact us.

17.2 We can close all or part of your account at any time without giving any reason on 90 days' written notice. We won't:

- use this right to repay a fixed term investment before the end of the fixed term; or
- close your account, or threaten to do so, as a response to a valid complaint that you have made.

17.3 We can close all or part of your account straight away where:

- you have been threatening or abusive towards our staff;
- you've given us any false information in relation to your account - for example, if we wouldn't have accepted your application if you had given us accurate information;
- you weren't entitled to open the account;
- you seriously or repeatedly breach these Conditions;
- your account has become overdrawn and you don't repay the amount owed when we ask you to;
- we believe you or someone else is using the account illegally or for criminal activity;
- we are told that you are subject to bankruptcy or something similar, or you have entered into a voluntary agreement with your creditors;
- we are obliged to do so by law, regulation, court order or the instructions of a regulator or an ombudsman; or
- the contract between us is void or unenforceable at law.

17.4 If we close the account, we'll pay you interest at the agreed rate up to the date we repay any money left in your account. We may do this by sending you a cheque.

18 Transfers

You may ask us to transfer your account to another person. Your special conditions will say if you can't do this. We don't have to agree to this and, if we do agree, it may be subject to conditions and/or payment of a charge.

19 Unclaimed balances

19.1 If you haven't made any payments to or withdrawals from your account for 15 years or more, your account will be considered dormant. In this case, we may close your account and transfer any money in it to an authorised reclaim fund or charity. For membership purposes you'll be treated as having the same shareholding as you would've had had the account balance not been transferred.

19.2 If you contact us later on, we'll either open a new account for you and re-credit that account or repay the money to you with a reasonable interest rate.

20 Notices

20.1 You'll be deemed to have received any letter or other personal notice 48 hours after we have sent it to you. You'll be deemed to have received any email once we've sent it to you.

20.2 If we fail to:

- send you a notice intended for our investors generally or a category of investors you fall in; or
- display a notice at any of our offices,

this won't make the notice invalid.

20.3 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

21 Matters beyond our control

We won't be liable to you if we are unable to provide any service in connection with your account, or for any act or omission on our part in providing any such service, as a result of:

- matters beyond our reasonable control, where the consequences were unavoidable despite our reasonable efforts – for example, strikes and power failures; or
- having to comply with any legal or regulatory requirement.

22 Set off

22.1 We may use the money in your account towards payment of any money that you owe us that is due for payment but has not been paid – for example, under a mortgage. This is known as our right of set off.

22.2 We won't use our right of set off in relation to money in your account if we have grounds to

think that any of the following apply.

(a) The money is needed to meet your essential living expenses or payments due in respect of:

- mortgage or rental payments on your home;
- your essential goods or services – for example, payments due for your cooker or refrigerator or how you travel to work;
- utilities (water, gas or electricity); or
- court orders or legislation (for example, council tax, child support maintenance or court fines).

(b) You are holding the money on behalf of someone else.

(c) You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose.

(d) You are under a legal obligation to keep the money and use it in a particular way.

22.3 If we propose to use our right of set off, we'll contact you at least 14 days before we do to tell you this.

22.4 Once we have used our right of set off, we'll contact you promptly to tell you that we have done so.

22.5 Once we have used our right of set off in relation to money in your account that money will cease to be yours and you won't earn any interest on it.

23 Governing law and jurisdiction

23.1 The Conditions are governed by the laws of England and Wales.

23.2 Any dispute or legal action will be dealt with by the English courts.

24 Language

The Conditions are written in English and all communications between you and us will be in English.

Additional information

How to contact us

You can contact us by:

- visiting any of our branches;
- telephoning us;
- visiting our website www.thenottingham.com;

Please note that some ways of contacting us may be restricted for certain accounts. Your special conditions will tell you if this is the case.

Charitable assignment

We require that, when you open an account, you agree to give to charity any windfall benefits to which you might become entitled on any conversion or takeover. We will provide further details when you open your account.

This requirement does not apply to you if you have been a member of the Society continuously since before the 30 January 1999.

Tax

We'll pay your interest without tax taken off. It is your responsibility to declare any interest you earn over your personal savings allowance directly to HMRC.

Tax treatment depends on your individual circumstances and may be subject to change in the future.

Joint accounts

Unless the special conditions for a particular account say otherwise, accounts can be opened in the names of two or more people (up to a maximum of 4). Although joint accounts can be convenient, it's important that you understand the consequences of having an account in more than one name.

These are set out in Section 14 of these Conditions.

Your right to privacy

We collect personal information about you when you apply for products or make use of our services.

Your right to privacy is very important to us. We take the security of your information seriously and have strict policies and processes in place to ensure it remains safe. Our Privacy Policy describes the way we collect information, how we use it and how we protect it.

For more information you may get a copy of the most recent version of our Privacy Policy from a branch or online at www.thenottingham.com.

Complaints

We're committed to giving you first class service. However, if something goes wrong we know that you may want to make a complaint. Our 'What to do if something goes wrong'

leaflet tells you what we'll do to try and resolve it as quickly as possible. You can find this on our website or asking us for a copy.

We'll look into your complaint promptly and write to you with details of our findings and what we plan to do to put things right. If you are unhappy with the delay or our solution, you can refer the matter to the Financial Ombudsman Service. You must do this within six months of the date of our final response letter.

Financial Ombudsman Service

We are members of the Financial Ombudsman Service. This provides an independent service to consider complaints against its members. The Ombudsman will only become involved in your complaint if you are not happy with our final response letter. Please ask us if you would like a copy of the leaflet describing the Ombudsman scheme.

You can contact the Financial Ombudsman Service at:
Financial Ombudsman Service
Exchange Tower, London E14 9SR
www.financial-ombudsman.org.uk

If your complaint relates to a payment service we have provided, you are also able to complain to the Financial Conduct Authority.

Financial Services Compensation Scheme

The Society is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this Scheme if we can't meet our obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

Membership rights

Individuals holding share accounts with the Society are members of the Society and are bound by our rules. You can get a copy of the rules by asking us.

The rules set out the rights and obligations of membership.

What you can do to protect your accounts

You can help keep your account safe by:

- taking care of your passbook and other account information and letting us know as soon as possible if your passbook is lost. The best way to let us know is by telephoning us
- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address (if this is how we communicate with you)
- letting us know if you don't receive any information that you were expecting to receive from us;
- checking your account transactions or passbook regularly;
- taking care when getting rid of information about your account – for example, you should take simple steps such as shredding printed material;

- co-operating with us and the police in investigating transactions;
- never giving your account details or security information to anyone unless you know who they are and why they need them; and
- following any reasonable instructions which we give you or publish on our website and which are intended to help keep your account safe.

Cheques

A cheque made payable to Mr. & Mrs. Smith can't be paid into an account in the sole name of either Mr. Smith or Mrs. Smith. However, a cheque made payable to Mr. Smith or to Mrs. Smith can be paid into an account in their joint names.

If you pay money into your account by cheque, it will help prevent fraud if you write the name of the account or the account number and your name on the payee line. For example, 'Access Plus Account – Mr John Smith' or 'Account number 123456 – Mr John Smith'. Don't make cheques payable to Nottingham Building Society without the name of the account holder or the account number.

You should also draw a line through any unused space on the cheque so that unauthorised people can't add extra numbers or names.

If you are paying in a cheque from another person or organisation, please ask them to write your name or account number on it.

Other important information

- (i) If an account is solely held by an individual who dies:
 - the money in the account will normally be paid to the person who is entitled to it under the deceased's will or the laws which apply if someone dies without leaving a will; but if the amount in the account is £30,000 or less (or a different amount if the government decides), our rules (which follow the law governing building societies) allow us to pay the money to a person who gives us a formal declaration that they are legally entitled to it.
- (ii) If we are satisfied that you can't look after your finances any longer, we'll allow your account to be operated by anyone who has a legal right to do so.
- (iii) If we can't enforce any part of these Conditions, this won't affect our right to enforce the rest of these Conditions or other contract terms.
- (iv) We don't have to take account of any claim by a person other than you regarding your account. We aren't liable if we don't take account of their claim.
- (v) For your protection and to help resolve any disputes, all phone calls may be recorded and secure messages, chat and emails will be securely stored.



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www.thenottingham.com

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L117176/0823