

**Terms and Conditions for Earl Shilton Building Society  
Retail Savings Accounts  
1<sup>st</sup> September 2021**



 as individual as you



## Information Section

In this document:

“the Society”, “we”, “us” and “our” refer to Earl Shilton Building Society;

“you” and “your” refer to holders of savings accounts and includes your personal or other legal representative;

“banking day” means a day other than Saturday, Sunday or a bank holiday;

“Head Office” means our office at 22 The Hollow, Earl Shilton, Leicester LE9 7NB;

“normal business hours” means 9.00 a.m. to 5.00 p.m. on Monday to Friday and 9.00 a.m. to 12.00 p.m. on Saturday. These hours may vary but will be advertised by a notice in our branches and on our website;

“reasonable time” means giving you not less than 14 days’ notice of a change in interest rates to your detriment. You can, within 30 days of our notifying you of the change, switch your account or close it, without having to give us any period of notice, pay any extra charges or lose any interest due up to the date of switching / closure. We will tell you this when we give you notice; and

“working day” means a day other than a Sunday or a bank holiday.

### How to contact us

You can contact us:

- at either of our branches: 22 The Hollow, Earl Shilton, Leicester LE9 7NB and 7 Malt Mill Bank, Barwell, Leicester LE9 8GS
- by telephone - 01455 844422
- by email – [enquire@esbs.co.uk](mailto:enquire@esbs.co.uk)
- via our website - [www.esbs.co.uk](http://www.esbs.co.uk)
- in writing to our Head Office

### Opening an account

To open an account with the Society, you will need to let us have:

- a completed application form;
- a completed Tax Residency Self Certification Declaration Form (if applicable);
- at least the minimum investment for the type of account; and
- proof of your identity and your address.

Please note that we can refuse to open an account without giving any reason. There will not be any contract between us until we have opened an account.

## Identification requirements

We are required by law to check the identity and address details of all account holders. Please see our website for details of what we will require or you can contact our Savings Team for further guidance, either by telephone on 01455 844422, email [enquire@esbs.co.uk](mailto:enquire@esbs.co.uk) or in writing to our Head Office.

We reserve the right to carry out any further checks on your identity if we think we need to do so in order to comply with our legal obligations.

You will need to let us have additional evidence if you change any of your details before we can amend our records.

As part of these checks, you agree that we may make searches with credit reference agencies.

## How we use credit reference agencies

Credit reference agencies collect and maintain information about consumers' and businesses' credit behaviour. We use them to confirm your identity and to keep your money safe. They may keep records of enquiries about you and details of how you manage your accounts. The credit reference agency we normally use is Equifax but we may from time to time use additional or other agencies.

Credit referencing agencies have published their own guidance on use of personal data called the Credit Referencing Agency Information Notice (CRAIN). You can view this notice at <https://www.equifax.co.uk/crain/>. If you would like to see the information that any credit reference agencies hold about you, please contact them directly. Please note there may be a charge for this service.

## Joint accounts

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

These are set out in Condition 14 of this document. A booklet, "You and Your Joint Account", is available on our website.

## Counterfeit banknotes

We will not return any counterfeit banknotes which are received from you, nor will we credit your account with the value of such notes. We will return all counterfeit or suspicious notes to the Bank of England.

## Coins

We are able to accept coins provided they are sorted and bagged in the appropriate denomination before being taken to a branch. Coin bags are available from any of our branches. A maximum of 5 full bags (not mixed), per member / per day will be accepted.

## Charitable assignment

We require that, when you open an account, you agree to give to the Charities Aid Foundation any windfall benefits to which you might become entitled on any conversion or takeover of the Society.

The Charities Aid Foundation is a national charity, totally independent of the Society, that provides financial assistance in the form of grants and donations to registered charities and other charitable projects. It is able to apply funds to charitable purposes local to the Society's branch network.

Please see your application form for further details.

This requirement does not apply to you if you were a member of the Society as at 31st October 1999 and have continuously maintained a share holding account since that date. It also does not apply if you have held a share holding account for over 5 years since that date.

## Changing your mind

This section does not apply to fixed rate accounts (other than a fixed rate cash deposit ISA), or to accounts where the price depends on rises and falls in the financial markets outside our control that may happen in the cancellation period, or to branch based Child Trust Fund accounts (in other words, not sold at a distance). Please note the Society does not have these types of accounts available at all times.

If you open a new account and then change your mind, then as long as you tell us by writing to us at our Head Office within 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, the terms and conditions and other information relating to the account) you can

- have your money back; or
- switch to another available account.

In this case, you will not have to:

- give any period of notice;
- lose any interest on the account you are closing; or
- pay any other charges. Please also see Condition 3.2.

## Tax

Interest on your account will be paid gross which means that it is paid to you without deduction of tax. You may have to pay tax on the interest you receive from us. In certain cases, HM Revenue & Customs (HMRC) can require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid.

We share tax information about you. If we believe you're a tax resident overseas and / or a US citizen, we have to give information to HMRC about you and your account(s) with us. In line with international tax agreements, HMRC may then share your details with the tax authorities in the other country / countries. Please let us know if you become resident outside the UK and / or become a US citizen.

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

## Complaints

We always try to provide a first-class service. Occasionally, however, things can go wrong and you may feel you wish to make a complaint. You can choose how to tell us about it by contacting us:

- at either of our branches: 22 The Hollow, Earl Shilton, Leicester LE9 7NB  
7 Malt Mill Bank, Barwell, Leicester LE9 8GS
- by telephone - 01455 844422
- by email [enquire@esbs.co.uk](mailto:enquire@esbs.co.uk)
- via our website [www.esbs.co.uk](http://www.esbs.co.uk)
- in writing to our Head Office

We will investigate your complaint and try to put it right as soon as possible. If your complaint relates to any area other than a payment transaction, we will endeavour to resolve your complaint within 56 days (8 weeks).

If your complaint (or part of it) concerns a payment transaction, we will endeavour to deal with your complaint within 15 working days of receiving it. If circumstances beyond our reasonable control prevent us from dealing with it in this timeframe, we will contact you to explain why this is the case and when we expect to be able to resolve it. In these circumstances, you will receive our final response within 35 working days of us receiving your complaint.

A copy of our Internal Complaints Procedure is available on request at either of our branches and may also be viewed on the Society's website [www.esbs.co.uk](http://www.esbs.co.uk).

## Financial Ombudsman Service

If we do not deal with your complaint to your satisfaction, you can refer it to the Financial Ombudsman Service.

You can contact the Financial Ombudsman at:

Financial Ombudsman Service,  
Exchange Tower,  
London  
E14 9SR;

Or [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you opened your account in the UK online, you can also complain online to the Ombudsman Service from [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

## Financial Services Compensation Scheme (FSCS)

Your eligible deposits with the Society are protected up to a total of £85,000 by the FSCS, the UK's deposit guarantee scheme. For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all of the eligible depositor's accounts with the Society, including their share of any joint account, and not to each separate account. Any deposits you hold above the limit are unlikely to be covered.

For further information about the compensation provided by the FSCS please ask at one of our branches, refer to the Deposit Guarantee Scheme Information Sheet on our website, [www.esbs.co.uk](http://www.esbs.co.uk), FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100 or 020 7741 4100.

Please note that only compensation queries should be directed to the FSCS.

## Membership rights

Individuals holding share accounts with the Society are members of the Society and are bound by our Memorandum and Rules ("Rules"). You can obtain a copy of the Rules by writing to us at our Head Office, asking in person at either of our branches or by telephoning us on 01455 844422. They may also be viewed on the Society's website [www.esbs.co.uk](http://www.esbs.co.uk)

The Rules set out the rights and obligations attaching to membership. While joint account holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at meetings) arising from the account. Please see Conditions 2 and 14 of this document for more details.

A booklet called "Your Rights as a Building Society Member" is available on request at either of our branches, or by telephoning us on 01455 844422. The booklet may also be viewed on the Society's website [www.esbs.co.uk](http://www.esbs.co.uk)

## Branch closures

If we plan to close or move your branch, we will tell you at least twelve weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

## What you can do to protect your accounts

You can help prevent misuse of your account 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 on 01455 844422. However, we will require written notification as soon as it is practicable thereafter;
- 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), or if you do not receive any information that you were expecting to receive from us;

- checking your statement, if applicable, or passbook regularly;
- taking care when disposing of information about your account (people who commit fraud use many methods to get this type of information – you should take simple steps such as shredding printed material);
- co-operating with us (or 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.

Please also see Condition 17 of this document for more details about your account documents.

### **Cheques generally**

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, Pay “Earl Shilton Building Society, account - J Smith” or “Account number 12345 – J Smith”; otherwise we will not accept them for payment into an account. Do not make cheques payable to Earl Shilton Building Society without the name of the account holder or the account number. This is to protect against fraud. We also suggest that any cheques withdrawn to be paid to other institutions are drawn in the same way.

You should also draw a line through any unused space on the cheque so that unauthorised people cannot 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 £15,000 or less we will 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 cannot look after your finances any longer, we will allow your account to be operated by anyone who has a legal right to do so.
- (iii) If we cannot enforce any part of these Conditions or of the other contract terms about your investment, this will not affect our right to enforce the rest of these Conditions or other contract terms.



# TERMS AND CONDITIONS

## TERMS AND CONDITIONS FOR EARL SHILTON BUILDING SOCIETY RETAIL SAVINGS ACCOUNTS

1 Introduction	
1.1	These terms and conditions (referred to as the “Conditions”) apply to all savings accounts with the Society, except if they are inconsistent with the special conditions for particular accounts (in which case, those special conditions will apply). The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your accounts.
1.2	If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to the Condition 22 relating to Companies etc.
1.3	You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Head Office, asking in person at either of our branches or by telephoning us on 01455 844422. They may also be viewed on the Society’s website <a href="http://www.esbs.co.uk">www.esbs.co.uk</a>

2 Membership	
2.1	If these Conditions apply to your account, you will (except where the account is a deposit account) 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.
2.2	If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules, including 4(4) to 4(7), 5, 6(1) to 6(3), 8(4), 8(5) and 12(5).
2.3	New investing members from 1st November 1999 are subject to the Society’s Charitable Assignment Scheme, full details of which are set out in the application form.
2.4	If your account becomes overdrawn then, unless we have consented to the amount of the overdrawing, you will stop being a member in respect of the account from the date we decide.

3 Opening an account	
3.1	We will require evidence of identity and address 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 pending instructions from any relevant lawful authority (being other than the person opening the account).

3.2	Once you have opened an account, you have 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, these terms and conditions and other information relating to the account) to notify us in writing at our Head Office that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges. Please note that this Condition, and the option to change your mind, do not apply to fixed rate accounts (other than a fixed rate cash ISA, which may not be available at all times from the Society), or to accounts where the price depends on rises and falls in financial markets outside our control that may happen during the cancellation period, or to branch based Child Trust Fund accounts (in other words, not sold at a distance). If you do not exercise your right to change your mind, you will continue to be bound by these Conditions and any special conditions that apply to the particular account.
3.3	The Society's savings accounts are available to UK residents only. Please note that we may refuse to open an account without giving any reason.

4 Account details	
4.1	The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
4.2	It is your responsibility to notify us of any change of address and / or change of name. All notifications must be in writing. You should also notify us of any change of telephone number and / or email address. Notifications may be in writing or via the email address we currently hold on our records.
4.3	You agree to produce 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.
4.4	You agree to provide us with specimen signatures, if we ask for them.
4.5	If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.
4.6	If: <ul style="list-style-type: none"> <li>• you lose your passbook; and</li> <li>• at or about the same time you notify us of a change of address, then we will not issue any cheques from the account payable to anyone other than you from the date we receive the notification of the loss of your passbook. This is to protect you against possible fraud.</li> </ul>
4.7	Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying money in to or withdrawing from it (please also see Condition 9).

<b>5 Minimum and maximum account balances</b>	
5.1	The minimum and maximum amounts that can be held in any particular account are set out in the product conditions for that account.
5.2	We can close an account if the amount in it is below the minimum for that account. We will give you at least 30 days' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum.
5.3	The overall maximum holding by any one person, club, association or company in respect of all savings accounts with the Society is £500,000.

<b>6 Paying money into your account</b>	
6.1	Unless special conditions for a particular account specify otherwise, you can generally pay money into your account at our Head Office, during our normal opening hours (9.00 a.m. to 5.00 p.m. on a weekday and 9.00 a.m. to 12.00 p.m. on a Saturday) or by bank transfer or post. Our branch opening hours may differ. You can find out our branch opening times on our website or by calling our Savings Team. However, for security reasons, we do not recommend that cash is sent by post. Please see the Condition 7.2 regarding when interest becomes payable.
6.2	<p>Money may also be paid into your account by electronic transfer (CHAPS or Faster Payments) or standing order. The payer will need to send the payment to:</p> <p>Earl Shilton Building Society</p> <p>Sort Code 62 - 28 - 71</p> <p>Account 0 0 0 0 0 0 0</p> <p>Reference number (your 10 digit esbs savings account number)</p> <p>If your savings account number is not quoted the payment will be returned.</p>
6.3	For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins. Restrictions on the amount of coins we will accept are detailed in the earlier 'Coins' section of this document.
6.4	You can pay money into your account by standing order (although you will need to set this up direct with your bank). We cannot accept payments by direct debit.
6.5	Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear for whom the money is intended.
6.6	When paying money into your account, you will need to produce your passbook or provide your account number.
6.7	Money paid into your account by cash or electronic transfer will normally be available for withdrawal immediately after it is credited to the account, subject to Condition 9. Any sums received by us outside normal business hours or on a non-banking day will be treated as having been received when we are open for business on the next banking day. Please see Condition 10 regarding cheques.

6.8	We will provide you with detailed information on paper about individual electronic transactions received into your account on request at either of our branches and without charge. The information will confirm the date and amount of the transaction and the person from whom it was received.
6.9	Payments into your account can only be made in sterling.
6.10	You can pay money into your savings account, subject to the special conditions that apply to your account, by using your debit card at either of the Society's branches during normal business hours on a working day. The minimum transaction by debit card is £10. The deposit will show in your passbook on the day the payment is made. Interest will be calculated on the sum deposited to the savings account from the day the transaction is completed.
6.11	Payments by debit card into your savings account will be available for withdrawal, subject to the special conditions that apply to your account and the Society's withdrawal limits, on the third banking day after the payment was made, excluding the day on which the payment was made into your account.
6.12	We will endeavour to offer the debit card payment facility during branch opening hours but may not always be able to due to technical, maintenance or security reasons.
6.13	<p>We can restrict at any time the amount which can be paid into any account. We would only do this if:</p> <ul style="list-style-type: none"> <li>(a) we have reason to believe that there may be fraudulent activity or other financial crime affecting the account;</li> <li>(b) we are required to do so by any law or regulation or court order;</li> <li>(c) abnormal and unforeseeable matters beyond our reasonable control prevent us from offering a normal service (such as strikes, power failures, computer systems failures or other causes beyond our control); or</li> <li>(d) circumstances which lead us to reasonably believe our financial or operational stability might otherwise be adversely affected (such as where there is an actual or potential abnormal level of receipts or withdrawals).</li> </ul>
6.14	In the case of (c) and (d) above we will act proportionately to the circumstances and take all reasonable steps to ensure that the restrictions are lifted as soon as practical to minimise any inconvenience to you. We will take into account the interests of the Society's membership as a whole and we will provide advance notice, if practical. We may consider exceptions to the restrictions if we are reasonably satisfied that extreme hardship would otherwise be caused.

7 Interest	
7.1	<p>We will tell you the interest rate that applies to your account when you open it. Our Interest Rates leaflet will advise you of the rate applicable to the account and our individual savings product leaflets will advise you of the date on which interest is paid or credited to the account. This information is also available as follows:</p> <ul style="list-style-type: none"> <li>• on our website <a href="http://www.esbs.co.uk">www.esbs.co.uk</a>;</li> </ul>

7.1 cont	<ul style="list-style-type: none"> <li>• by telephone - 01455 844422;</li> <li>• by asking our staff at our branches; and</li> <li>• by looking at notices in our offices.</li> </ul>
7.2	<p>On our accounts we generally:</p> <ul style="list-style-type: none"> <li>• calculate interest on a sum deposited by electronic transfer from the day we receive it, if the deposit is made during normal business hours on a banking day;</li> <li>• calculate interest on a sum deposited by electronic transfer outside normal business hours on a banking day from the banking day after we receive it;</li> <li>• calculate interest on a sum deposited by cash or cheque from the day we receive it, if the deposit is made during normal business hours on a working day;</li> <li>• calculate interest on a sum deposited by cash or cheque outside normal business hours on a working day from the working day after we receive it;</li> <li>• calculate interest on a sum withdrawn up to and including the day before you make the withdrawal; and</li> <li>• give you the choice of having interest added to the account, paid into another account with us or paid into your bank account.</li> </ul> <p>However, this may vary depending on the type of account. You should check the special conditions for your particular account for details. Please see Condition 10 regarding cheques.</p>
7.3	We do not accept cheques drawn on a bank or institution outside the United Kingdom or in currencies other than pounds sterling.
7.4	<p>We will give you information regarding your account, as follows:</p> <ul style="list-style-type: none"> <li>• to help you compare interest rates on our different accounts, we will send you, at least once a year, a summary of these accounts (including accounts no longer available) and their current interest rates; and</li> <li>• we will tell you, at least once a year, about the different rates that have applied to your account during the year and any changes in the Bank of England base rate.</li> </ul>
7.5	Subject to any special conditions that apply to particular accounts (for example fixed rate or tracker accounts), we can change interest rates as set out in the Conditions below.
7.6	<p>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):</p> <ul style="list-style-type: none"> <li>• to respond to changes in the Bank of England bank base rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);</li> <li>• to respond to changes or anticipated changes in the law, regulation guidance or to the decision of a court, our regulators or an ombudsman;</li> <li>• to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;</li> <li>• to reflect changes to our costs, including administration costs and costs of providing services or facilities or changes in the costs to us of borrowing funds;</li> </ul>

7.6 cont	<ul style="list-style-type: none"> <li>to maintain enough of a difference between the rates of interest we pay to providers of funds to us (such as our savings account customers) and the rates of interest we charge those who borrow from us, to enable us to remain financially sound; and</li> <li>if it is necessary for us to make changes to maintain our financial soundness and / or protect the overall interests of our members generally.</li> </ul> <p>Changes may include:</p> <ul style="list-style-type: none"> <li>the introduction of or alteration to “bands” under which interest is not paid where the amount in the account is below a certain level and / or where different rates apply depending on the amount in the account; and / or</li> <li>the introduction of a zero or a negative rate of interest, in response to the Bank of England bank base rate changes or in response to changes to interest rates paid on similar accounts by other providers of financial services.</li> </ul> <p>Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.</p>
7.7	<p>Because you may have your account with us for many years, we need the flexibility to manage our business long term, including providing a sufficient financial return for us to operate our business in a prudent and sustainable manner. We can't predict everything that may affect our business, so there may be other reasons we have not set out above when we need to make a change. But please be assured we'll only make changes we think are fair.</p>
7.8	<p>If we notify you of a reduction in the interest rate and the balance of your account is £100 or more at the time we make arrangements to provide notice of the change of interest rate, we will notify you at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you may close or switch your account without having to give any period of notice or having to lose any interest or pay additional charges. This will not apply to fixed rate, fixed term or accounts that track the Bank of England base rate.</p>
7.9	<p>If the balance of your account is less than £100 at the time we make arrangements to provide notice of a reduction in the interest rate, we will tell you about it by putting a notice in our branches and / or on our website at least three days before making the change.</p>
7.10	<p>If there is an increase in the interest rate on your account we will tell you about it either by putting a notice in our branches and / or in two newspapers and / or on our website and / or by personal notice. The current newspapers we use are listed in our Interest Rates leaflet.</p>
7.11	<p>The information can be provided by telephoning us on 01455 844422. Our website will be updated within three working days of an interest rate change.</p>

8	Account charges
8.1	We may make charges for items relating to your account. Details of any charges relating to your account are contained in our Administration Fees leaflet. You can find them on our website, or by telephoning us on 01455 844422 or enquiring at our branches. We do not make any charges relating to the day-to-day running of your account.
8.2	Where the charge does not relate to the day-to-day running of your account we will tell you before we provide the product or service (except for charges in respect of unpaid cheques where we will notify you as soon as reasonably practicable afterwards), or at any other time you ask.
8.3	Charges incurred will be debited to your account and we will notify you when we do this.
8.4	<p>We can change the charges we make at any time if we reasonably believe 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):</p> <ul style="list-style-type: none"> <li>• to reflect changes in our costs, including our administration costs incurred in providing the relevant product or service;</li> <li>• to respond to changes in the law or the decisions of a court or an ombudsman;</li> <li>• to meet relevant regulatory requirements; and</li> <li>• to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.</li> </ul> <p>Any change we make to our charges will be proportionate to the circumstances giving rise to the change.</p>
8.5	Except where the account is a fixed term account, we can change the charges we make.
8.6	Changes may include the abolition or alteration of existing charges or the introduction of new charges.
	<u>Changes to charges (other than charges relating to electronic payments)</u>
8.7	If we introduce or increase a charge relating to the day-to-day running of your account, we will give you 60 days' written notice before the change comes into effect. During this period you will have the right to close or switch the account without notice or penalty.
8.8	Where the charge does not relate to the day-to-day running of your account, or we reduce a charge we will 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.

	<u>Changes to charges relating to electronic payments</u>
8.9	When we make changes to existing charges, or introduce new charges, in respect of electronic payments into or electronic withdrawals from your account, we will give you at least two months' 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 the account or close it without having to lose any interest or pay any additional charges. If you do not notify us that you object to such a change before the date on which it comes into effect, you will be deemed to have accepted the change. This Condition 8 does not apply to charges which relate to the use of cheques.
8.10	There may be other taxes or costs that are not paid through us or charged by us.

<b>9 Withdrawals</b>	
9.1	Withdrawals of cleared funds may be made during our normal business hours on working days subject to the special conditions for particular accounts and to any branch withdrawal limits. The current limits for cash withdrawals are set out in our Interest Rates leaflet.
9.2	<p>If the specific conditions of your account allow, you may make electronic payments from your account by way of CHAPS or Faster Payments. In order to make a withdrawal by one of these forms of electronic payment, or to cancel a withdrawal instruction, you must do one of the following. In each case, this will be treated as your consent to us making (or cancelling) the withdrawal instruction:</p> <ul style="list-style-type: none"> <li>• give us a completed electronic payment transfer of funds request form, at one of our branches, signed by you (or if you are an organisation, in accordance with your signing authority instructions); or</li> <li>• send us written instructions, clearly setting out the details of the payment to be made (or cancelled) and signed by you (or if you are an organisation, in accordance with your signing authority instructions).</li> </ul> <p>You will always need to provide us with the payee's bank account number and sort code and the bank's name and address. This must be a bank account in your name held with a bank in the United Kingdom.</p> <p>You can also call us to cancel a withdrawal instruction, as explained below. You will be treated as giving us your consent to the cancellation instruction when you call us to confirm the payment that you wish to be cancelled, and your identity has been confirmed.</p>
9.3	<p>Any instruction to make (or cancel) an electronic payment will generally be treated by us as being received by us at the time we actually receive your consent to make the payment. However:</p> <ul style="list-style-type: none"> <li>• if you give us an instruction to make (or cancel) a payment after our normal business hours or on a non-working day, we will treat your instruction as being received by us on the next working day;</li> </ul>



9.3 cont	<ul style="list-style-type: none"> <li>• if you give us an instruction to make (or cancel) a payment by CHAPS after 4pm UK time on a working day, we will treat your instruction as being received by us on the next working day; or</li> <li>• 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), we will treat your instruction as being received on the due date for payment.</li> </ul>
9.4	<p>You cannot generally cancel a withdrawal instruction relating to an electronic payment once it has been given to us. The only exception is where the withdrawal instruction relates to a future dated electronic payment. In this case, you can cancel your instruction by notifying us in writing or by telephone at any time up to the end of our normal business hours on the working day before the payment is due to be made.</p>
9.5	<p>No withdrawal will be allowed:</p> <ul style="list-style-type: none"> <li>• if it would cause the account to be overdrawn (but if the account does become overdrawn you must immediately pay us back the amount by which it is overdrawn); or</li> <li>• from a passbook account, unless you produce the passbook at the time of withdrawal.</li> </ul>
9.6	<p>We may refuse to allow a withdrawal by way of electronic payment or an instruction to cancel a payment (or where relevant, restrict the amount that can be withdrawn from the account) or delay processing your withdrawal or instruction to cancel a payment if:</p> <ul style="list-style-type: none"> <li>• we are not satisfied that we have the proper written consent for the withdrawal, in accordance with the mandate you have given us;</li> <li>• you have not given us evidence of your identity if we have asked for this;</li> <li>• in the case of a passbook account, you have not produced the passbook at the time of withdrawal;</li> <li>• we need to carry out further checks in order to comply with our money laundering, financial crime or other legal requirements;</li> <li>• we reasonably believe that processing the instruction would breach these Conditions;</li> <li>• the amount of the withdrawal exceeds the withdrawal limits set out in the Conditions;</li> <li>• there are insufficient cleared funds in the account to make the payment and / or to cover any charge for making the payment;</li> <li>• you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors; or</li> <li>• we intend to exercise our right of set-off under Condition 21.</li> </ul>

9.7	<p>We may also restrict at any time the amount, which can be withdrawn from any account for the following reasons:</p> <ul style="list-style-type: none"> <li>(a) we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;</li> <li>(b) we are required to do so by any law, regulation or court order;</li> <li>(c) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;</li> <li>(d) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or</li> <li>(e) 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).</li> </ul> <p>In the case of (d) and (e) above:</p> <ul style="list-style-type: none"> <li>(i) we will act proportionately to the circumstances in question;</li> <li>(ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;</li> <li>(iii) we will take into account the interest of the Society's membership as a whole;</li> <li>(iv) we will, if practical, give advance notice; and</li> <li>(v) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.</li> </ul>
9.8	<p>If a restriction affects your account only, provided it would not be unlawful to do so, we will notify you of the refusal at the earliest opportunity. If for any reason we are unable to notify you before we refuse to carry out an instruction, we will do so as soon as possible afterwards. We will explain our reasons for refusal if possible and we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal. Where restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches. You can contact us to discuss any restriction in person at any of our branches, or by telephoning us.</p>
9.9	<p>If a withdrawal is made by a cheque in favour of someone other than you, we will not stop payment of the cheque unless we have clear evidence of fraud or evidence that the cheque has been lost, stolen or destroyed.</p>
9.10	<p>On the authority of the account holder(s) and only using the Society's normal form of authority, withdrawals by a third party up to the normal limits applicable to an account will be honoured. Following any withdrawal by a third party, the passbook or account documentation will be returned to the account holder(s) at the address registered with the Society for the account holder(s).</p>
9.11	<p>We will provide you with detailed information on paper whenever you make an electronic transaction from your account without charge. The information will confirm the date and amount of the transaction, any electronic transfer fee charged and to whom the payment was sent.</p>

9.12	Payments can only be made in pounds sterling to an account in your name held with another building society or bank in the UK. Please also note that we do not permit withdrawals to be made by direct debit or standing order.
9.13	<p>If it appears to us that you are suffering from mental disorder or mental infirmity such that you are not capable of managing your affairs, we may agree to allow any person who appears to have care of you or to be managing your affairs to make withdrawals from your account. We may not allow this:</p> <ul style="list-style-type: none"> <li>• in England and Wales, until we have given written notice to the Office of the Public Guardian and it has given written notice that it does not object (although we may exercise our discretion in cases of exceptional urgency);</li> <li>• in Scotland, until approval has been given by a factor, curator or tutor (if you have one); or</li> <li>• in Northern Ireland, until approval has been given by a receiver, committee, guardian or controller (if you have one).</li> </ul> <p>In all cases we may require the person who appears to have care of you or to be managing your affairs to give us an indemnity against any claims against us as a result of our allowing withdrawals. In certain cases, we may require the person to apply to the Office of the Public Guardian for authority to make withdrawals.</p>

10 Cheques and uncleared funds	
10.1	<p>Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque drawn in pounds sterling on a bank in the United Kingdom seven banking days after the date of deposit, provided we have not received notice that it has not been cleared. If the day of deposit is not a normal banking day then the period of seven banking days will commence the day after the next banking day. If the cheque is not cleared, then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However, we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:</p> <ul style="list-style-type: none"> <li>• you agree otherwise;</li> <li>• you are knowingly a party to a fraud in respect of the cheque; or</li> <li>• we are given notice that the cheque has not cleared before close of business on the sixth banking day after it was deposited with us.</li> </ul> <p>If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you.</p>
10.2	<p>For the purpose of Condition 10.1, the day of deposit of the cheque is the day it is paid in at a branch counter or the day we receive the cheque by post, except that in each case if the time of payment in or receipt by post (as the case may be) is not before the end of branch opening hours on a banking day, then the day of deposit is the following banking day.</p>

10.3	<p>We may in the future choose to introduce a cheque imaging system. If we do this, we may on occasion process cheques paid into your account via that cheque imaging system. If we do, the funds will be available for withdrawal sooner than as set out above. However, we cannot and do not guarantee when the cheque imaging service will be introduced and if it is introduced, when it will be used and we are not presently able to advise the relevant cut-off and processing times for such a system. You should therefore assume that cheques will be available in the timeframes set out in Condition 10.1 (unless we tell you that we will process the cheque using our cheque imaging system).</p>
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11 Closing your account	
11.1	<p>You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.</p>
11.2	<p>We can close your account at any time without giving any reason, but (except in exceptional circumstances):</p> <ul style="list-style-type: none"> <li>• we will give you at least two months' written notice, or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), whichever is the longer;</li> <li>• we will not use this right to repay a fixed term investment before the end of the fixed term; and</li> <li>• we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.</li> </ul> <p>The exceptional circumstances mentioned above are:</p> <ul style="list-style-type: none"> <li>• you have given us any false information in relation to your account which resulted in us doing something that, had we known the true facts, we would not have done, or would have done differently (for example, if you gave us false information as part of your application for the account, and we would not have accepted your application if we had known the true facts);</li> <li>• you were not entitled to open the account;</li> <li>• you do not comply with any of your obligations under these Conditions, and do not put this right within a reasonable time of our asking you to do so;</li> <li>• where your account has become overdrawn and you do not repay the amount when we ask you to do so;</li> <li>• you threaten, or are abusive, towards our staff;</li> <li>• we receive notification that you have been made bankrupt (or insolvent);</li> <li>• we reasonably suspect that the account is being used for an illegal purpose or for criminal activity;</li> <li>• the contract between us is void or unenforceable at law; or</li> <li>• we have a legal obligation to close the account or a regulator or ombudsman orders us to close the account.</li> </ul>

11.3	If we close the account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.
11.4	If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

## 12 Statements

	<p>We will send you a statement of account, unless:</p> <ul style="list-style-type: none"> <li>the special conditions for a particular account specify otherwise; or</li> <li>the account is a passbook account.</li> </ul> <p>You should check all statements carefully. If there is an entry, which seems to be wrong, you should tell us as soon as possible.</p>
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## 13 Taxes

13.1	You may only open and maintain an account if you are UK resident. If you are also tax resident overseas, hold US citizenship or later become tax resident overseas, we may need to report your details to HMRC. HMRC may transfer your details to another government overseas in accordance with relevant international tax agreements.
13.2	In certain cases, HMRC is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so. Please see the information section in these Conditions and the special conditions for your particular account.

## 14 Joint accounts and trusts

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 (such as 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 will make the change within a reasonable time after you tell us about it.
14.3	For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 14.4, which takes precedence.
14.4	Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. The other terms of the account will remain unchanged. (Under the Rules of the Society, joint accounts cannot be held by the holders as tenants in common.)

14.5	Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any authorised combination of the account holders can withdraw all of the money in the account.
14.6	Any authorisation given under the above Condition can only be stopped by all account holders. However, we will need 3 working days' written notice to put this into effect.
14.7	If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under the above Condition.
14.8	If there is a relationship between the account holders, which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and / or closure of the account may be permitted on one signature.
14.9	We may freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.
14.10	Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
14.11	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 or a proportion of them.
14.12	We do not 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 (and we will not have any liability for failing to do so), except as may be required by law.

15 Transfers	
	Unless the special conditions for a particular account say otherwise, you may ask us to transfer your savings account to another person. We do not have to agree to this and if we do agree, it may be subject to conditions and / or payment of a charge.

16 Unclaimed balances	
16.1	If we cannot trace you after reasonable enquiry, and either: <ul style="list-style-type: none"> <li>16.1.1 for 3 years you have made no payment to or withdrawal from your account and the amount in it is less than £100; or</li> <li>16.1.2 for 5 years you have made no payment to or withdrawal from your account;</li> </ul> we may decide to close the account.

16.1 cont	However, if you contact us later on (and provide any necessary evidence of your identity) we will either open a new account for you and credit that account or repay the money to you, together with interest at a rate that we reasonably consider to be appropriate if your original type of account no longer exists. Your estate may claim any monies where the Society has closed the account as above.
16.2	<p>If you have made no payment to or withdrawal from your account for a period of 15 years or more your account will be considered dormant in accordance with the Dormant Bank and Building Society Accounts Act 2008. In this case, we may decide to close the account and the money in it will be used by us as allowed by the Act.</p> <p>However, if you contact us later on (and provide any necessary evidence of your identity) we will either open a new account for you and credit that account or repay the money to you, together with interest at a rate that we reasonably consider to be appropriate if your original type of account no longer exists. Your estate may claim any monies where the Society has closed the account as above.</p>
16.3	If your account is closed in accordance with Condition 16.2 above and a transfer is made to an authorised reclaim fund or charity in accordance with the Act, for membership purposes you will be treated as having the same shareholding as you would have had, had the account balance not been transferred.
16.4	Conditions 16.1 and 16.2 are subject to any rules that may be made under any legislation.

17 Account documents	
17.1	<p>We may issue you with a passbook, certificate or other similar document relating to your account. If we do:</p> <ul style="list-style-type: none"> <li>• the document will belong to us;</li> <li>• you agree to return it to us for updating, or for any other purpose we reasonably require;</li> <li>• you agree to keep it safe, and to tell us as soon as you discover it has been lost or stolen;</li> <li>• the document must be produced to us before any withdrawal from the account is made; and</li> <li>• only our staff or appointed agents can make entries in your passbook.</li> </ul>
17.2	<p>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:</p> <ul style="list-style-type: none"> <li>• providing us with reasonable evidence of the loss or theft;</li> <li>• notifying, and co-operating with, the police; and / or</li> <li>• restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft.</li> </ul>

17.3	You should check your passbook regularly. If there is an entry, which seems to be wrong, you should tell us as soon as possible, in person at any of our branches, or by telephoning us on 01455 844422 so that we can resolve the matter. Subject to the above Condition, we will be liable for unauthorised transactions on your account.
17.4	<p>We can stop the use of your passbook, certificate or other similar document if:</p> <ul style="list-style-type: none"> <li>• you have notified us that, or we reasonably believe that, your document has been lost, stolen, compromised, used without your permission or used fraudulently; and / or</li> <li>• we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.</li> </ul>
17.5	<p>Provided it would not be unlawful for us to do so, or it would not compromise reasonable security measures:</p> <ul style="list-style-type: none"> <li>• we will notify 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 notify you before we stop or block their use, we will notify you afterwards without delay; and</li> <li>• we will explain our reasons for stopping the use of your document.</li> </ul>

<b>18 Changing these Conditions</b>	
18.1	<p>We can change these Conditions and / or terms on which your account is held (except for a change to the interest rate made under Condition 7.6 or to the account charges made under Condition 8) 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):</p> <ul style="list-style-type: none"> <li>• to respond to changes in the law or the decisions of a court or an ombudsman;</li> <li>• to meet relevant regulatory requirements;</li> <li>• to make the terms clearer or fairer;</li> <li>• to provide you with extra benefits or services; or</li> <li>• to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.</li> </ul> <p>Because you may have your account with us for many years, we need the flexibility to manage our business long term, including providing a sufficient financial return for us to operate our business in a prudent and sustainable manner. We can't predict everything that may affect our business, so there may be other reasons we have not set out above when we need to make a change. But please be assured we'll only make changes we think are fair.</p>
18.2	Any change we make under the above Condition will be proportionate to the circumstances giving rise to the change.



18.3	Where we change the terms and conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your account, we will send you at least two months' personal notice by individual letter or e-mail (if you have told us that you want to be contacted in this way, and we have agreed to the request) 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 having to lose any interest or pay any additional charges. If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
18.4	<p>In all other cases:</p> <ul style="list-style-type: none"> <li>• a change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days by general notice in our branches, Head Office, website and / or in newspapers. The current newspapers we use are listed in our Interest Rates leaflet;</li> <li>• a change, which is to your disadvantage will be effective only after at least 30 days' written notice is given to you by individual letter or e-mail (if you have told us that you want to be contacted in this way). You will be entitled to close or switch your account within 60 days of us notifying you of the change without the need for you to give notice or pay any additional charge that would otherwise become due. From the date of the notice you have a right to switch the account or close it without having to lose any interest or pay any charges. If you do not notify us that you object to a change before it comes into effect you will be deemed to have accepted it.</li> </ul>
18.5	This Condition 18 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.
18.6	If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes and tell you where you can find a full copy.

19 Notices	
19.1	You will be taken to have received any letter or e-mail or other personal notice 48 hours after we have sent it to you.
19.2	<p>If we, accidentally, fail to:</p> <ul style="list-style-type: none"> <li>• send to you a communication intended for our investors generally or a category of investors of which you are one; or</li> <li>• display a notice at any of our offices this will not make the notice invalid.</li> </ul>
19.3	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.
19.4	Any notice or communication required to be given to us under these Conditions must (unless otherwise specified by us) be given to us in writing.

20	Matters beyond our control
20.1	We will not be liable to you if we are unable to provide any service in connection with your account because of abnormal and unforeseeable circumstances such as strikes, power failures or other causes beyond our reasonable control or our having to comply with any legal or regulatory requirement.

21	Set off
21.1	We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage) which is due for payment but has not been paid. This is known as our right of set off.
21.2	<p>We will not 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.</p> <p>(a) The money is needed to meet your essential living expenses or payments due in respect of:</p> <ul style="list-style-type: none"> <li>• mortgage or rental payments on your home;</li> <li>• your essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);</li> <li>• utilities (water, gas or electricity); or</li> <li>• court orders or legislation (for example, council tax, child support maintenance or court fees).</li> </ul> <p>(b) You are holding the money on behalf of someone else.</p> <p>(c) You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.</p>
21.3	If we propose to use our right of set off in relation to your account we will contact you at least 14 days beforehand to tell you this. Where the account, on which we propose to use our right of set off, is in the name of more than one member but the debt on which money is owed to the Society is in the name of solely one member, then the required notice will be given to all members who own the account.
21.4	If we use our right of set off in relation to your account we will contact you promptly to tell you that we have done so.
21.5	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 will not earn any interest on it.

22	Companies, etc
22.1	If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. The application form has further details. We will also require evidence of identity and address for these persons.

22.2	Accounts in respect of unincorporated organisations, such as English partnerships and clubs, cannot be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. The application form has further details. Your attention is drawn to the Condition relating to Joint accounts and trusts, if there are joint account holders.
22.3	If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and / or your constitution as we may reasonably request from time to time.

## 23 Law and jurisdiction

23.1	These Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.
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.
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## 25 Unauthorised payment transactions

25.1	If we become aware of an actual or suspected fraud or a security threat affecting any of your accounts, we will contact you on the latest telephone number that we hold for you to inform you. If we cannot reach you by telephone, we will contact you by post at your last known address.
25.2	Subject to the remaining Conditions set out in this Condition 25, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of a passbook or any account information, you will be liable for up to a maximum of £35 of that loss.
25.3	You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.
25.4	Where losses arise as a result of you deliberately or with gross negligence failing to comply with any of the requirements to keep your passbook or account information safe, your liability will not be limited to £35. You will be liable for all losses arising, subject to Condition 25.5. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
25.5	Except where you acted fraudulently, you will not be liable for any losses arising from an unauthorised transaction or transactions: <ul style="list-style-type: none"> <li>• where the loss, theft or unauthorised use of your passbook or account information was not detectable by you before the unauthorised transaction or transactions occurred;</li> </ul>

25.5 cont	<ul style="list-style-type: none"> <li>• after you have notified us of the loss, theft or unauthorised use of your passbook or account information; or</li> <li>• where we have failed to carry out security checks to the standard required under relevant laws and regulations.</li> </ul>
25.6	You will not be liable for any losses arising from an unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents did or failed to do. Otherwise, and subject to the remaining Conditions set out in this Condition 25, we will refund the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made, as explained in Condition 25.7.
25.7	If you notify us of an unauthorised payment transaction, and we are responsible for the loss, then (subject to the remaining sections set out in this Condition 25) we will refund the amount of the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a result of the unauthorised payment. We will process your refund no later than the next working day after you contact us.
25.8	If we have reason to suspect that you have been involved in fraudulent behaviour, and provided we comply with our legal and regulatory requirements in these circumstances, we are not obliged to refund you within one working day and we may investigate the circumstances further. If we decide to investigate, we will inform 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.
25.9	If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise, and subject to the remaining Conditions set out in this Condition 25, we will refund the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made, as explained in Condition 25.7.
25.10	<p>To dispute a payment transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should report it:</p> <ul style="list-style-type: none"> <li>• at either of our branches: 22 The Hollow, Earl Shilton, Leicester LE9 7NB; 7 Malt Mill Bank, Barwell, Leicester LE9 8GS</li> <li>• by telephone – 01455 844422 or</li> <li>• in writing to our Head Office.</li> </ul>
25.11	If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.
25.12	You must notify us as soon as possible if you become aware of any unauthorised transaction on your account or you suspect that any personalised security features relating to your account have been lost, stolen or liable to misuse.

26	Mistaken and delayed payments
26.1	This Condition 26 does not apply to payments made out of your account by cheque.
26.2	<p>If we fail to carry out a payment transaction, fail to process it on time or process it incorrectly for you in accordance with these Conditions, then we will be liable to you as set out in Condition 26.3, unless:</p> <ul style="list-style-type: none"> <li>• you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the incorrect details we will not be liable if the transaction is not carried out or is wrongly carried out. In that case, we will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us, we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;</li> <li>• you fail to notify us when you become aware of the mistake, delay or failure 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;</li> <li>• we can show that the payee's bank or building society received the correct payment and payee's details on time;</li> <li>• where we had reasonable grounds to delay processing your instruction under Condition 9.6; or</li> <li>• where it was not possible for us to process your instruction due to matters beyond our reasonable control, as explained in Condition 20.</li> </ul>
26.3	<p>Subject to the other provisions of these Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:</p> <ul style="list-style-type: none"> <li>• the amount of such payment; and / or</li> <li>• the amount of any interest you should have received but did not receive; and</li> <li>• any charges you have to pay directly as a direct result of our mistake, delay or error.</li> </ul>

27	Misdirected payments
27.1	If we are notified by another bank or building society that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them to recover the funds by deducting the mistaken payment from your account.

27.2	If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, the payer will be provided with the information they need in order to reclaim the payment. This information will include your name and address.
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Savings as individual as you

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Branch office: Malt Mill Bank, Barwell, Leicester



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Earl Shilton Building Society is authorised by the Prudential Regulation Authority and  
regulated by the Financial Conduct Authority and the Prudential Regulation Authority