

General Investment Accounts

Important Information

Opening your account

To open an account at one of our branches or by post you will need to provide the following:

- 1 a completed and signed application form; and
- 2 a deposit for your investment (for postal applications, a personal cheque is preferred).

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

Verifying your identity

Under the Money Laundering Regulations and Financial Services Authority rules, we are required to verify the name, address and date of birth of investors. To do this, we will ordinarily use an electronic verification system.

For branch applications, you will also need to supply additional proof of your identity, preferably in the form of a full UK or EU photo driving licence or a valid UK or EU passport. For postal applications, you will need to supply a certified copy of one of the above documents or an original utility bill which is less than 3 months old (not a mobile phone bill). For details of other forms of acceptable identification, please contact your local branch (for branch applications) or call our Customer Helpline on 0113 225 7777 (for branch or postal applications).

Existing customers

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

Customer service and protection

We aim to provide a high quality service to customers at all times. Unfortunately mistakes do occur, but when this happens we shall do our best to resolve problems or misunderstandings that may arise. Should you need to refer a matter of complaint to us, details of the procedure are available from your local branch or our Customer Helpline. Ultimately, your complaint may be referred to the Financial Ombudsman Service of South Quay Plaza, 183 Marsh Wall, London E14 9SR or to the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS.

The Society is a participant in the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000. Payments under the Scheme are limited to a maximum of £85,000 of an investor's total shares and/or deposits in a society. Most investors are covered, including individuals and small firms. A small number of categories of shares and deposits are not covered, for example deferred shares - permanent interest bearing shares. Although most shares and deposits are denominated in sterling, all other currencies are covered. Separate leaflets outlining the details of the Financial Ombudsman Service and the Financial Services Compensation Scheme are available on request from your local branch or our Customer Helpline.

The Society is authorised and regulated by the Financial Services Authority and our registration number is 164992. You can check this on the FSA Register by visiting the FSA website at www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

How to contact us?

Branches are usually open from 9am to 5pm Monday to Friday and from 9am to 1pm on Saturdays (Head Office branch is open until 4pm most Saturdays). Once a week, opening may be delayed by 30 minutes to allow for staff training.

The telephone number for your branch will be listed on our website at www.leedsbuildingsociety.co.uk or in local directories. A message receiving service is available outside of opening hours. Alternatively, you may contact our Customer Helpline on 0113 225 7777 from 8am to 8pm seven days a week.

If you have a postal account, please telephone Leeds Building Society Direct for your requirements during branch opening hours. The telephone number is 0113 225 7755. At other times, please ring the Customer Helpline. Branches are not able to effect transactions on postal accounts.

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

Our postal address is Customer Services Department, Leeds Building Society, 105 Albion Street, Leeds, LS1 5AS. You may also obtain information about our available accounts and current interest rates from our website, by calling 08450 50 50 72 for postal accounts or 08450 50 50 74 for details of all other accounts, or by asking at your local branch.

Automated Payments can be made to your General Investment Account in the following ways:

- Faster Payment, BACS, Standing Order, CHAPS and IMO, quoting sort code 40-27-15, account number 12440040 and your General Investment Account number.

Automated Payments can be made from your General Investment Account in the following ways:

- CHAPS and IMO
- Faster Payment (at product maturity only)
- Standing Order (where this is permitted by the Product Terms and Conditions)
- Direct Debit quoting sort code 40-27-15, account number 12440040 and your General Investment Account number (where this is permitted by the Product Terms and Conditions).

General Investment Tariff of Fees and Costs

Copies of documents such as cheques or statements	£5 per item or page
Transfer of funds from your account by CHAPS	£20 per transfer
Transfer of funds from your account by IMO	£25 per transfer
Cheques credited to your account but returned to us unpaid by the paying bank or building society	£10 per cheque
Other charges may be applied to accounts that operate outside of the agreed account terms and conditions	These will be advised when charged

General Investment Conditions

You will find specific Product Terms and Conditions and information about how your Account works in the product literature for the Account you have chosen. If there is a conflict between these General Investment Conditions and the Product Terms and Conditions then the Product Terms and Conditions will apply.

These General Investment Conditions are split into two sections. Section 1 contains General Conditions which apply to your Account. Section 2 contains Payment Services Conditions which only apply to transactions on your Account made using an Automated Payment.

Please read this literature and keep it in a safe place for future reference together with the product literature. (Effective from date of account opening)

Definitions

In these conditions, unless the context requires otherwise:

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

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

“**Automated Payment**” means any automated payment into your Account by BACS, Faster Payment, CHAPS, IMO or Standing Order or out of your Account by CHAPS, IMO or Faster Payment (at product maturity only) or Standing Order or Direct Debit (where this is permitted by the Product Terms and Conditions).

“**BACS**” stands for Bankers’ Automated Clearing Services and is a way of electronically transferring funds from one account to another.

“**CHAPS**” stands for the Clearing House Automated Payment System and is the process for making electronic bank-to-bank sterling payments within the United Kingdom (also known as telegraphic transfers).

“**Costs**” means all our costs and expenses incurred because you fail to fulfil an obligation under these conditions including (but not limited to) the examples given in condition 12.

“**Direct Debit**” is an instruction you give to a payee to collect an amount directly from your Account. You will not be permitted to make payment from your Account by Direct Debit unless the Product Terms and Conditions state that Direct Debits are permitted.

“**Faster Payment**” is a way of electronically transferring funds from one account to another. Faster Payments from your Account are only permitted at product maturity.

“**Fees**” means the fees we charge for any service we provide in connection with the Account including (but not limited to) the examples given in condition 12.

“**General Investment Tariff of Fees and Costs**” means the Society’s published list of Fees and Costs for the Account which will be provided to you before you open the Account.

“**IMO**” stands for International Money Order and is the process for making bank-to-bank payments abroad.

“**Our Savings Accounts Rates and Features Leaflet**” means the Society’s list of interest rates.

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

“**Payment Account**” means an account we name as a Payment Account in the Product Terms and Conditions.

“**Payment Services Conditions**” means the conditions set out at Section 2 of these General Investment Conditions.

“**Reference Rate**” means an externally set interest rate such as the Bank of England Base Rate.

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

“**Standing Order**” means a payment from an account, usually on a regular basis, to a specified bank or building society account. You will not be permitted to make payment from your Account by Standing Order unless the Product Terms and Conditions state that Standing Orders are permitted.

“**We/our/us**” means the Society.

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

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

Section 1 - General Conditions

1 Rights of enforceability

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

2 Joint Accounts

2.1 If the Account is held in joint names:

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

2.2 If you do not want us to accept either signature you must give us written notice and we will amend your Account details accordingly.

3 Membership

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

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

3.3 If you are a shareholding member, you are bound by the Rules of the Society. Copies of the Rules are available from your local branch or our Customer Helpline.

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

4 Operating your Account

4.1 Your Account must always be kept in credit.

4.2 Your Account is held entirely on your own behalf and the Society need not accept notice of any rights to, or interest in, the money in your Account.

4.3 Your Account Document remains our property and must be returned to us on request. We may need to request the return of your Account Document to update your Account or for other purposes.

4.4 You must write straight away to our Customer Services Department to advise of any change of name, address or telephone number. Please provide your Account number with this communication. If you are advising of a change of name, please also enclose your Account Document. Alternatively, you may call into any branch to advise of these changes. You may be asked to produce evidence of any such change.

5 Payments to your Account

5.1 The minimum operating balance must be maintained at all times. In the event that the balance falls below the minimum operating balance, please see Our Savings Accounts Rates and Features Leaflet for the rate which will apply until the Account returns to the minimum operating balance.

5.2 The minimum operating balance and the maximum investment and operating balance will be set out in the Product Terms and Conditions.

5.3 Any restrictions on the methods of payment into your Account together with details of whether payments can be accepted at Society branches will be set out in the Product Terms and Conditions for your Account. Subject to any restriction in the Product Terms and Conditions, cash, cheques and postal orders can be paid in at any branch of the Society. Cheques and postal orders (but not cash) can also be sent to the Society by post for the credit of your Account. We are not responsible for cheques, postal orders or any other items lost in the post. When you pay in money by cheque:

- interest is calculated from the second Working Day after the cheque is paid in at the branch or the second Working Day after the cheque is received at the Society’s Head Office. Cheques received after 3.30pm will be held over until the next Working Day before being processed;
- the cheque should be made payable to the account holder(s) or to Leeds Building Society and where it is made payable to Leeds Building Society it should include on the payee line details of the Account number and/or name(s) of the account holder(s) to whom the cheque is being paid. For example, “Leeds Building Society re Mr A.B. Smith”, or “Leeds Building Society re a/c no. 1234567890”. We may not accept cheques that are payable only to Leeds Building Society unless they are drawn on an account which matches the name(s) of the account holder(s) on your Account;
- the cheque may be returned unpaid due to lack of funds, the cheque being stopped, irregularities in the way the cheque has been completed or other reasons as determined by the bank on which the cheque has been drawn. In such circumstances the Society will debit the value of the cheque to your Account and may apply a Fee for this;
- the cheque will normally be deemed as being out of date if it is paid in more than six months after its date. We will use our discretion when deciding whether or not to pay an out of date cheque into your Account. We may contact you if an out of date cheque is presented;
- cheques should be crossed “account payee only”.

5.4 When you pay money into your Account by cash or Automated Payment from another bank or building society account or from another account with the Society, interest is paid from the day of receipt of the payment into your Account. For further details on the execution of Automated Payments see the Payment Services Conditions in Section 2.

5.5 When money is paid into your Account by cash or internal transfer from another Society account, you will be able to withdraw the funds immediately, subject to our normal opening hours. For details in respect of Automated Payments into your Account, please see the Payment Services Conditions in Section 2.

5.6 You may not pay in money in a currency which is not legal tender in the UK. Payments into your Account cannot be accepted if made by way of:

- foreign currency (except by way of IMO in accordance with condition 1 of the Payment Services Conditions in Section 2);
- foreign currency travellers cheques;
- cheques from foreign banks;
- cheques in a foreign currency.

6 Withdrawals

6.1 Subject to any further restrictions detailed in the Product Terms and Conditions, you can only make withdrawals from your Account in the following ways:

- cash (subject to the applicable daily limit from time to time in force, details of which are available from your local branch or our Customer Helpline);
- Automated Payment;
- cheque;
- internal transfer to another Society account.

6.2 You may not withdraw funds against a cheque until the money has reached your Account (cleared) in accordance with the central clearing cycle operated by banks. A cheque deposited to your Account will be available for withdrawal no later than the sixth Working Day after the cheque is paid in at the branch or the sixth Working Day after the cheque is received at the Society’s Head Office. Cheques received after 3.30pm will be held over until the next Working Day before being processed. By the end of the sixth Working Day after the cheque is paid in at the branch, or the end of the sixth Working Day after the cheque is received at the Society’s Head Office, you can be certain that the money is yours and cannot be reclaimed without your permission (as long as you are not party to any deliberate fraud).

6.3 Maximum building society cheque withdrawal limits apply. Ask at your local branch or contact our Customer Helpline for details.

6.4 We will debit your Account with the amount of:

- all cash withdrawals from your Account;
- any Automated Payments you have instructed us to pay and authorised. Specific provisions about the execution of Automated Payments on the Account are set out in the Payment Services Conditions in Section 2;
- cheques paid into your Account which are subsequently returned unpaid;
- any Fees and Costs which are incurred in the operation of your Account;
- any direct loss or expense which the Society suffers in connection with your Account following a breach by you of these conditions and/or the Product Terms and Conditions;
- any sum taken from your Account in accordance with condition 6.6;
- any other transaction which you have authorised.

6.5 Before a withdrawal is made from your Account by cash, building society cheque or internal transfer to another Society account, this must be authorised by you providing the relevant Account Document to us and requesting such a withdrawal. For the authorisation of Automated Payments, please see condition 1.1 of the Payment Services Conditions in Section 2.

6.6 We can (after giving you written notice) keep any money in any account which you have with us and set it off against any money you owe us under a mortgage, guarantee or otherwise (including overdraw balances and account charges) provided that the money is due. Interest or bonuses will not be payable on any money used in this way.

6.7 We are not obliged to stop payment of a building society cheque issued from your Account unless you return the cheque to us for cancellation before it is presented for payment.

6.8 We reserve the right to refuse to pay a building society cheque where the cleared balance in your Account is insufficient and payment would cause the Account to become overdrawn.

6.9 If you wish to make a withdrawal from your Account you may be asked to produce confirmation of your identity before the transaction is carried out and a withdrawal is not authorised by you until this confirmation has been provided to us.

7 Blocking the Account

We can refuse to carry out any transaction on the Account if we reasonably think that:

- you or someone else is using the Account illegally or fraudulently or outside of these conditions and/or the Product Terms and Conditions;
- we are required to do so by law;
- you are subject to a bankruptcy order or administration order or you have entered into a voluntary arrangement with your creditors or where we reasonably believe that any of these are likely to happen;
- the relationship between you and us has irretrievably broken down (for example you have been threatening or abusive to our staff);
- there is a dispute (which we reasonably believe to be genuine) about the ownership or entitlement to the money in the Account;
- there are insufficient cleared funds in the Account to cover the amount of the payment;
- the terms of the payee’s account prevent completion of the Automated Payment;
- there are technical issues which prevent us from executing the Automated Payment;
- circumstances beyond our reasonable control prevent us from offering a normal service (such as computer failure or industrial action).

Where we have refused to authorise an Automated Payment for any of the reasons listed above, we will notify you in accordance with condition 2 of the Payment Services Conditions in Section 2. If an Account is blocked for any of the reasons listed in condition 7(a) to (e), it will not be possible to make deposits or withdrawals.

8 Interest

8.1 Interest will normally be paid after deduction of income tax at the relevant rate. However, if you do not have to pay income tax, interest may be paid gross (i.e. without deduction of tax) if you provide us with the appropriate completed HM Revenue & Customs form. These forms are available from your local branch or our Customer Helpline. Completed forms may be handed in at your local branch or sent to our Customer Services Tax Team, Leeds Building Society, 105 Albion Street, Leeds LS1 5AS.

8.2 If the Account is held in joint names and one account holder is entitled to gross interest then interest will be credited to the account holders in equal proportions provided that a completed HM Revenue & Customs form is received.

8.3 Interest payments are ordinarily calculated several days in advance of the actual payment. If transactions occur after the preparation of the interest calculation they will not be taken into account until the next interest payment date. It may be necessary to adjust your capital balance to compensate for any overpayment of interest if withdrawals have taken place in this period.

8.4 We will pay interest on any credit balance on your Account at the rates set by us from time to time. Details of interest rates applying at account opening are detailed in Our Savings Accounts Rates and Features Leaflet. For variable rate accounts, we also have a 24 hour Investment Interest RateLine, telephone 08450 50 50 74 or for postal accounts telephone 08450 50 50 72. Calls are charged at local rates. Details of interest rates are also available on our website.

8.5 We can change the interest rate at any time if we reasonably believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

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

Depending on the nature of the change and the type of account you have, you will be given notice of a change in the interest rate on your Account in one of the ways set out in conditions 8.6, 8.7 or 8.8.

- 8.6 Unless your Account is a Payment Account, where we make a change in the interest rate which is:
- to your advantage; or
 - linked to a Reference Rate and the change in the interest rate is as a result of a change in the Reference Rate; or
 - to your disadvantage for any of the reasons listed in condition 8.5;
- then the change will be applied to your Account immediately and will be published on our website, in our branches and on our 24 hour Investment Interest Rateline unless we are required to give you such other notice as we need to provide in order to comply with any relevant laws, rules and regulations. For Accounts which can only be opened and operated by post, details of changes will be given to you by individual notice in accordance with any relevant laws and regulations.
- 8.7 Unless your Account is a Payment Account, we may also change the interest rate at any time to your disadvantage for any other valid reason (not being a valid reason mentioned in condition 8.5). If we do so:
- we will give you individual notice of the change as required by any relevant laws or regulations with which we are bound to comply;
 - we will tell you that the change is made under this condition 8.7 in the notice we send you; and
 - if we require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or number of withdrawals you may make in any period, then from the date you receive notice of the change you will have a minimum of 60 days, or if greater, a period of time equal to your notice period, to close your Account without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 8.8 Where your Account is a Payment Account, we will give you two months notice of the change in writing at the last address known to us. Where we give you notice under this condition 8.8 and you notify us that you do not accept the change in the interest rate, we will take this as notification that you wish to close your Account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due. This condition does not apply where:
- the change is to your advantage; or
 - the rate of interest on your Account is linked to a Reference Rate and a change in the interest rate is as a result of a change in the Reference Rate.
- Where condition 8.8(a) or (b) applies, the change will be applied to your Account immediately and will be published on our website, in our branches and on our 24 hour Investment Interest Rateline.
- 8.9 You will continue to earn interest on amounts invested up to and including the day before withdrawal.
- ### 9 Account closures
- 9.1 Your Account will remain open until it is closed by either you or us in accordance with this condition 9.
- 9.2 From the date of Account opening, or (if later) the date you receive these Account conditions and the Product Terms and Conditions on paper or electronically, you have 14 days to notify us (in writing) at Customer Services Department, Leeds Building Society, 105 Albion Street, Leeds LS1 5AS if you are not happy with your choice of account. Within that period we will, if instructed by you, refund your investment with interest from Account opening, or subject to eligibility, transfer the investment to another account of your choice without applying any Fees, Costs or other charges associated with early withdrawal which would otherwise be due.
- 9.3 If you wish to close your Account you must first:
- give us notice;
 - return your Account Document; and
 - pay all amounts you owe us on your Account, including any Fees and Costs due.
- In relation to some accounts such as fixed term investments, the Product Terms and Conditions may impose restrictions or further conditions upon closing the Account which you must comply with.
- 9.4 Where your Account is a Payment Account, we can at our discretion close your Account and terminate this agreement at any time by giving you at least two months individual notice sent to the last address known to us unless the relationship between you and us has irrevocably broken down (for example you have been threatening or abusive to our staff), in which case we will treat you as being in breach of these conditions and can immediately terminate this agreement with you and close your Account. If we terminate this agreement and close your Account we will return your investment to you with any interest we owe you on your Account.
- 9.5 We can close your Account immediately, regardless of whether your investment has been accepted for a fixed term which has not yet expired, if we receive notice of your death, bankruptcy or mental incapacity.
- 9.6 Unless your Account is a Payment Account or the investment has been accepted for a fixed term which has not yet expired, we can at our discretion close your Account at any time and give you at least 30 days notice provided that if you are required to give more than 30 days notice to close your Account we shall give you an equivalent period of notice.
- 9.7 Unless your Account is a Payment Account, we can close your Account immediately, regardless of whether your investment has been accepted for a fixed term which has not yet expired, where the relationship between you and us has irrevocably broken down (for example, you have been threatening or abusive to our staff).
- 9.8 If we close your Account you must return your Account Document and pay all amounts you owe us on your Account, including any Fees and Costs due.
- 9.9 If you want to transfer your Account to another person you need to have our prior approval which is at our discretion. Only the named account holder(s) has any rights to the investment or the right to operate the Account held with the Society.
- 9.10 If your Account has a balance of less than £100 and has not been used to deposit or withdraw money for three years or more, we can close the Account and retain the balance if we cannot trace you after reasonable enquiry. If you then contact us at a later date requesting that the Account be re-opened we shall not unreasonably refuse such a request (providing that you supply us satisfactory proof of your identity). If we agree to re-open the Account you will not have continuous membership. We may change the Account to a different account type, and credit interest accordingly, or else repay the Account balance to you with interest.
- 9.11 If you have money in a dormant Account, this will always be your property, or if you die, it will become part of your estate no matter how many years have passed.
- 9.12 We can close your Account and transfer the money to the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008 if:
- we have not been able to find you after making reasonable attempts; and
 - you have not taken any money out of your Account or paid any money into it for the past 15 years.
- 9.13 If we close your Account under condition 9.12 we will re-open the Account if:
- you ask us to; or
 - we think it is reasonable to re-open it.
- If we re-open your Account, we will pay back any money which was in the Account when we closed it, together with any interest which the money would have earned if the Account had stayed open in the meantime. We will reclaim this money back on your behalf from the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008.
- ### 10 Loss, theft and use of your Account Document
- 10.1 You should check your Account Document regularly. If you discover that an Account Document is missing, lost, stolen or might be being used by someone else you must tell us as soon as possible by contacting your local branch or our Customer Helpline on 0113 225 7777. In the case of a lost or stolen Account Document you will be issued with a new Account Document after you have given such evidence of loss and proof of your identification as we may reasonably require and paid a fee if we reasonably require this.
- 10.2 We will accept telephone notification of a lost Account Document but you must write to the Society to confirm your instructions.
- 10.3 We will not order a replacement Account Document until we have received your written confirmation that the Account Document has been lost or stolen, and if any Account Document is recovered, that you will immediately return it to the Society.
- 10.4 We may give the police or any other prosecuting authority any information we consider relevant.
- 10.5 In the case of any disputed transaction, the burden of proving fraud or that you acted without reasonable care, or that the Account Document has been received by you, will lie with us. In such cases, we shall expect you to co-operate with us in our investigations.
- 10.6 You must not use any Account Document once it has been reported lost or stolen. If you do use your Account Document then the Society may withdraw the relevant funds from your Account notwithstanding that you have agreed not to use it.
- ### 11 Statements and Information
- 11.1 Statements will be issued on request or at least annually for all Accounts (except where the Account is a Passbook or a certificate type account where statements will be issued on request). We may charge for duplicate requests, please see our General Investment Tariff of Fees and Costs.
- 11.2 You must check your statements regularly and tell us as soon as possible if any statement is incorrect. Please see condition 14 for further details in relation to disputed transactions. Where a disputed transaction relates to an Automated Payment please see conditions 3 and 4 of the Payment Services Conditions in Section 2.
- 11.3 You can request a copy of these conditions, the Product Terms and Conditions, Our Savings Accounts Rates and Features Leaflet, and our General Investment Tariff of Fees and Costs at any time free of charge.
- 11.4 Where the Account is a Passbook type account then, on presentation of your Passbook for updating, your Passbook will be updated to include details of the payment date and payment type for each transaction carried out on your Account (for example whether the payment is a BACS, CHAPS or Standing Order payment). If you require any further details in relation to any transaction, please contact us on our Customer Helpline on 0113 225 7777.
- 11.5 Additional information about Automated Payments on the Account can be obtained in accordance with condition 5 of the Payment Services Conditions in Section 2.
- ### 12 Fees and Costs
- 12.1 The Society will not charge for the normal use of cheques or Automated Payments (except for CHAPS and IMOs), debited to the Account. However, the Society reserves the right to apply Fees and Costs, if the Society provides other services to you in connection with your Account, or if you do not comply with these conditions and/or the Product Terms and Conditions.
- 12.2 (a) Where we charge a Fee because you ask us to provide a service in connection with the Account, whether to you or anyone else and the amount of the Fee is set out in our General Investment Tariff of Fees and Costs, it may only be charged in accordance with conditions 12.4, 12.5 and 12.6. Examples of activities we may charge a Fee for under this condition include (but are not limited to):
- cheques credited to your Account which are unpaid.
- (b) Where we incur a Cost because you fail to fulfil an obligation you have under these conditions or your Product Terms and Conditions, you must pay us all reasonable Costs which we reasonably incur as a result of your failure. Where we have made a genuine pre-estimate of the expenses we are likely to incur, the amount of the Cost we will charge is set out in our General Investment Tariff of Fees and Costs and may only be charged in accordance with conditions 12.4, 12.5 and 12.6.
- 12.3 Where a Fee for a particular service is not set out in our General Investment Tariff of Fees and Costs, we will tell you the Fee for any other service or product before we provide that service or product and at any time you ask.
- 12.4 Unless your Account is for a fixed term, we can vary the Fees and/or Costs set out in our General Investment Tariff of Fees and Costs for any of the reasons specified in condition 12.6 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 12.4, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. If you do not agree to the change, you can close your Account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 12.5 If your Account is for a fixed term, we can vary the Fees and/or Costs set out in our General Investment Tariff of Fees and Costs for any of the reasons specified in condition 12.6 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 12.5, the change will take effect at the end of the fixed term (or, if later, two months from the date of receipt of the notice) and you will be taken to have accepted the change unless you notify us in writing that you do not agree to change as soon as possible, and in any event before the end of the fixed term (or, if later, two months from the date of receipt of the notice). If you do not agree to the change, you can close your Account at the end of the fixed term (or, if later, two months from the date of receipt of the notice) without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 12.6 We can at any time vary the Fees and/or Costs set out in our General Investment Tariff of Fees and Costs in accordance with the notice provisions in condition 12.4 or 12.5 for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities;
 - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
 - to respond, in a proportionate manner, to changes we may reasonably make in the activities we carry out or to carry out new activities;
 - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
 - to enable us to harmonise, in a reasonable manner, the Fees and Costs concerned following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another deposit taker or savings provider;
 - to correct an error, if it is reasonable to do so;
 - to enable us to maintain our financial strength in the interests of all our customers;
 - to respond, in a proportionate manner, to increases in inflation;
 - if we have not previously charged, or charged the full cost, for any activity or service, to reflect the costs which we reasonably incur in carrying out the activity or service;
 - for any other valid reason.
- ### 13 Changes to these conditions
- Condition 6 of the Payment Services Conditions in Section 2 will apply to the variation of the Payment Services Conditions. Otherwise, the provisions of this condition 13 will apply to the variation of the conditions of your Account (including the Product Terms and Conditions).
- 13.1 We may vary these conditions, including the level of any bonus payments, (other than in respect of changes to interest rates or Fees and Costs) at any time if the change is to your advantage, or for any of the following reasons:
- to respond, in a proportionate manner, to changes in the products or services we provide or the way we provide these;
 - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
 - to respond, in a proportionate manner, to changes in the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
 - to correct errors, if it is reasonable to do so;
 - if we reasonably believe the change is necessary in the interests of our business as a whole;
 - for any other valid reason.
- 13.2 Whenever we make a change to these conditions to your advantage, then the change will be made immediately and will be published on our website, in our branches and on our Customer Helpline within 30 days of the change.
- 13.3 Whenever we vary these conditions, including the level of any bonus payments, (other than in respect of changes to interest rates or Fees or Costs) to your disadvantage for any reason mentioned in condition 13.1:
- we will give you individual notice in writing at the last address known to us at least 30 days before the change is to take effect;
 - if the change is made in accordance with condition 13.1(f), we will tell you that the change is made under condition 13.1(f) in the notice we send you; and
 - if we require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or number of withdrawals you may make in any period, then from the date you receive notice of the change you will have a minimum of 60 days, or if greater, a period of time equal to your notice period, to close your Account without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- ### 14 Liability
- 14.1 Provided that you properly notified us in accordance with condition 10.1 if you believe your Account Document is missing, lost, stolen or might be being used by someone else (unless it is used by you or on your behalf), your maximum liability for unauthorised payments is £50.
- 14.2 There will be no limit on your liability where you have acted fraudulently or been grossly negligent in failing to comply with condition 10.1.
- 14.3 Unless you have been fraudulent or grossly negligent, you will not be liable for any losses incurred in respect of unauthorised transactions:
- occurring after notification of the loss of your Account Document under condition 10.1; or
 - where we failed to provide a notification process to allow you to report the potential misuse of your Account Document unless the failure to provide the service was beyond our reasonable control; or
 - before you received any Account Document.
- ### 15 Confidentiality
- 15.1 We will only give details of your Account or personal details to anyone else if:
- you have specifically requested or consented to the disclosure; or
 - the law requires us to do so; or
 - our interests make disclosure necessary; or
 - we have a public duty to disclose.
- Your application form may include a declaration requesting your consent to disclosure for particular purposes.
- 15.2 If, after opening your Account, you would like to exercise the right to refuse receiving information about additional services and products, please contact your local branch or call our Customer Helpline.

16 General

- 16.1 Where necessary, any word in these conditions which is in the singular shall also be read as in the plural and any word which is in the plural shall also be read as if it was in the singular.
- 16.2 These conditions and the Product Terms and Conditions constitute a legal agreement between the Society and you and govern the conduct of your Account.
- 16.3 We will not be liable for any loss you may suffer of any kind whatsoever if we are unable to operate your Account or fulfil our obligations to you because of any abnormal and unforeseeable circumstances beyond our control.
- 16.4 Any failure by the Society to enforce any of its rights against you on one occasion, whether in whole or in part, should not be regarded as a waiver of the Society's rights to enforce these obligations on any other occasion whether in whole or in part.
- 16.5 Each of the provisions of these conditions and the Product Terms and Conditions is severable and distinct from the others and if at any time one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.
- 16.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

17 Applicable law and jurisdiction

- 17.1 The relationship between you and the Society is based upon the laws of England and Wales.
- 17.2 These conditions and the Product Terms and Conditions are subject to the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.
- 17.3 These conditions and the Product Terms and Conditions and all documentation relating to your Account are supplied in English. All communications issued by the Society will be in English.

Section 2 - Payment Services Conditions

The provisions of this Section 2 apply only to transactions made by way of Automated Payment on your Account.

1 Transactions on the Account

- 1.1 Before a withdrawal is made from your Account by Automated Payment, this must be authorised by you by providing the relevant Account Document or Account details and completing any necessary formalities to complete an Automated Payment on the Account. Where appropriate, the authorisation of an Automated Payment can include authorising any single payment, a series of recurring payments (including payments for an indefinite period such as a regular Standing Order) or pre-authorising a future payment of an uncertain amount, such as a Direct Debit.
- 1.2 In the event that an Automated Payment is not authorised in accordance with condition 1.1, you may authorise the payment after it has been made by providing consent to us verbally or in writing.
- 1.3 Your instructions and authorisation for an Automated Payment may not be withdrawn (or revoked) after the point in time at which your instructions and authorisation for the payment have been received by us. However, in respect of future dated Automated Payments (such as future Standing Order payments or Direct Debit instructions) your instructions and authorisation to make the payment may be withdrawn if you give notice to us and to the payee (where relevant) provided the notification of cancellation is received by us no later than close of business on the Working Day before the date set for execution.
- 1.4 Where we receive your instructions and authorisation in accordance with condition 1.1 to carry out an Automated Payment and your instructions and authorisation are received before 3pm, we will treat your instructions to make the payment as having been received that day. For any instructions and authorisation received after 3pm, or received by us on a non-Working Day, your instructions and authorisation will be treated as having been received by us on the next following Working Day. For example, if we receive your instructions and authorisation to make a BACS payment at 3.30pm on Tuesday, we will treat your instructions to make the payment as having been received on Wednesday for the purposes of determining when the money is transmitted (provided both Tuesday and Wednesday are Working Days). Where you are setting up a Standing Order to pay someone for the first time we will not treat your instructions and authorisation as having been received until we have completed our process for setting up the payment.
- 1.5 Any instructions and authorisation received on a non-Working Day are deemed received on the next following Working Day.
- 1.6 Where you have instructed and authorised us to make an Automated Payment out of your Account the money will be available to the payee:
- (a) (unless the Automated Payment is initiated by way of a paper-based authorisation process) within 1 Working Day of the day after we receive your instructions under condition 1.4;
 - (b) where the Automated Payment is initiated by a paper-based authorisation process, within 2 Working Days of the day after we receive your instructions under condition 1.4;
 - (c) for any Automated Payments transmitted from the United Kingdom to another country within the European Economic Area within 4 Working Days of the day after we receive your instruction under condition 1.4;
 - (d) for any Automated Payments transmitted outside the European Economic Area, these timings do not apply. Please ask at your local branch or call our Customer Helpline for details.
- Subject in each case to the provisions of condition 1.4 where your instructions and authorisation is received after 3pm.
- 1.7 If you pay money into or out of your Account by IMO in a foreign currency, we will change the amount of the payment into pounds sterling on the date that we pay it out of or receive it into your Account. We may also make a charge for this service as set out in the General Investment Tariff of Fees and Costs. We can make immediate changes to the exchange rate used to convert foreign currency. Further details of the applicable current exchange rate can be obtained by calling our Customer Helpline on 0113 225 7777.
- 1.8 If you wish to set up a Standing Order you should write to us with your instructions or call into your local branch and provide us with your instructions.
- 1.9 When money is paid into your Account by Automated Payment, provided the payment is received by us prior to 3pm on a Working Day you will be able to withdraw the funds that day, subject to our normal opening hours. Otherwise, you will be able to withdraw the funds on the next following Working Day, subject to our normal opening hours.

2 Blocking the Account

- 2.1 We can refuse to carry out any Automated Payment on the Account for any of the reasons set out in condition 7 of the General Conditions in Section 1. If an Account is blocked for any of the reasons listed in condition 7(a) to (e) of the General Conditions in Section 1, it will not be possible to make deposits or withdrawals.
- 2.2 Provided it would not be unlawful for us to tell you why we refused to authorise an Automated Payment, we will notify you either verbally or in writing when we have done this at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee under condition 1.6. Following receipt of this notification you can visit your local branch or call our Customer Helpline for details of how to rectify any errors.

3 Liability

- 3.1 Where an Automated Payment is properly authorised in accordance with condition 1.1, we are responsible for its correct execution unless we can prove that the error was due to the fault of the payee's bank or building society. Where we are liable for an incorrectly executed Automated Payment out of your Account we will restore your Account to the state in which it would have been had the defective payment not taken place in accordance with condition 4. Where we are liable for the misallocation of funds into your Account we will restore your Account to the state it would have been in if the payment had been correctly allocated.
- 3.2 Where you wrongly identify the person and/or account (including account number and sort code) to which an Automated Payment should be made, we will make reasonable efforts to recover the payment made, but we will not be liable for any losses which may be incurred by you.

4 Refunds

- 4.1 You may be entitled to claim a refund in relation to an Automated Payment where:
- (a) the payment was not authorised by you in accordance with condition 1.1; or
 - (b) we are responsible for the transaction which has been incorrectly executed and you have notified us in accordance with condition 4.3.
- 4.2 Direct Debit refunds will be made in accordance with the UK Direct Debit Scheme Rules and the UK Direct Debit Guarantee.
- 4.3 If you become aware of an Automated Payment which has not been properly authorised or has been incorrectly executed on the Account you must notify us by calling our Customer Helpline on 0113 225 7777. This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date of the Automated Payment. If you do not notify us within these timescales you will not be entitled to a refund under this condition 4.
- 4.4 If you are entitled to a refund we will reimburse you for any interest and charges you have incurred as a result of the incorrect execution. We will not be responsible for any losses which are not directly associated with the incorrect execution of the Automated Payment, for example, any liability you incur to a third party for late payment.
- 4.5 In the case of a disputed Automated Payment the burden of proving fraud or gross negligence will lie with us.

5 Transactional information

If at any time you require additional information about Automated Payments on the Account this information is available by calling our Customer Helpline on 0113 225 7777. You can request and we will provide you with the following information about any Automated Payment:

- (a) details of the payment into and out of the Account including a reference enabling you to identify the transaction (and, where appropriate, information relating to the payee);
- (b) the amount of the transaction;
- (c) any charges for the transaction; and
- (d) the date of the payment into or out of the Account.

6 Variation of the Payment Services Conditions

Where we make a change to the Payment Services Conditions, we will give you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 6, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. If you notify us that you do not accept a change, we will take this as notification that you wish to stop using the functionality to make Automated Payments on your Account immediately. If you subsequently use the functionality to make Automated Payments on your Accounts again, you will be deemed to have accepted the change.

7 General

Conditions 16 and 17 of the General Conditions in Section 1 shall apply as appropriate.