

General Account Terms and Conditions

1 May 2010



INFORMATION SECTION

How to contact us

You can contact us by:

- Visiting any of our branches (telephone 01623 676300 for our branch addresses);
- telephoning any of our branches;
- visiting our website www.mansfieldbs.co.uk;
- e-mailing us at enquiries@mansfieldbs.co.uk

Please note that ways of contacting us may be restricted in relation to certain products. If so, this is mentioned in the product leaflet and terms and conditions of the particular account.

Opening an account

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

- a completed application form;
- at least the minimum investment amount for the type of account;
- proof of your identity and your address (if we cannot prove this by electronic means); and
- HM Revenue & Customs form R85, if applicable (see below under 'Tax').

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. Wherever possible we will try to establish proof of identity by electronic means. However, we may also require items from the list below of acceptable proof of identity. If needed, we will require one document from list 1 and one document from list 2.

To confirm your name

- full current passport
- full current driving licence or photocard driving licence
- provisional photocard driving licence
- EU member ID card (with photograph)
- ID card (with photograph) from reputable source e.g. armed forces
- DWP Pension, attendance allowance, disability payment or benefit book
- PAYE HM Revenue & Customs coding notice
- residence permit
- construction industry tax exemption certificate (with photograph)
- firearms certificate
- birth certificate (children only)

To confirm your address

- local authority tax bill
- recent utility bill (less than 3 months old)
- bank, building society or credit union statement showing address
- building society passbook showing address
- housing benefit entitlement letter
- motor or home insurance certificate
- vehicle registration document
- tv licence
- local authority rent book
- recent mortgage statement
- recent letter from HM Revenue & Customs
- recent credit card statement

If you cannot provide one item from each list, please contact us on 01623 676300 for further guidance.

We will need to see the **originals** of the documents, except if they are sent to us by post. In this case we will accept photocopies as long as they are certified by a solicitor or a Justice of the Peace, and we are provided with sufficient information to be able to contact that person.

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. As part of these checks, we may make searches with credit reference agencies. You will need to let us have additional evidence if you change your address.

Terms and conditions

The terms and conditions that apply to all our savings accounts are set out in this booklet. Special conditions may apply to particular types of account. You will find them in the individual product leaflets dealing with these accounts.

You have a right to obtain a copy of the terms and conditions that apply to your account at any time while it is open.

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. This assignment will apply for the first five years of membership. Please see the application form for further details.

This requirement does not apply to you if you have been a member of the Society continuously since 5 April 2000.

Changing your mind

This section does not apply to any branch based (in other words, not sold at a distance) Child Trust Fund accounts.

If you open a new account and then change your mind, then as long as you tell us by writing to us at our Principal 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 it) 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.

Tax

Interest on your account will be paid 'net' (after taking off tax at the basic rate), unless you are entitled to receive it 'gross' and you complete and let us have HM Revenue & Customs form R85. Even if interest is paid net, you may be liable to pay additional tax depending on your income. For further details, please see the HMRC booklet IRI 11 'Bank and Building Society Interest', a copy of which is available on request or from the HMRC website www.hmrc.gov.uk

If you request, interest on joint accounts can be paid 'net' to one account holder and 'gross' to another.

If you are under 16, the form R85 (if appropriate) must be completed and signed by a parent or guardian. On reaching the age of 16, a new form R85 (if appropriate) must be signed by you. If we do not receive this, interest will be paid net of tax.

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

Joint accounts

Unless the special conditions for a particular account 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 the terms and conditions of this booklet. A leaflet 'You and Your Joint Account' is available on request.

Data protection and confidentiality

Under data protection laws you have the right to see the personal records we hold about you. You will have to pay a fee (see our Tariff of Charges leaflet for details) if you want to exercise this right. Please contact us at our Principal Office for more details or to obtain a Tariff of Charges leaflet.

Data held by us about you will be kept while you are a customer and may be held for seven years after your relationship with us as a customer has ceased. If the information we hold about you has changed, please tell us so that we can make sure it is updated.

More details of the information we hold about you, and what we use it for, are contained in the application form.

We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not give your details to anyone (even other companies in our group) unless:

- we have to give the information by law;
 - there is a duty to the public to disclose it;
 - you request us to disclose it, or we have your permission to do so; or
 - our interests require us to give the information (for example, to prevent fraud).
- We will not use this as a reason for giving information for marketing purposes.

Please note that your telephone conversations with us may be recorded for quality and training purposes.

Marketing of services

To help you keep up to date with our products and services, we may tell you about these. We may also tell you about another company's products or services. Should you not wish to receive this information you can let us know at any time. Our account application forms have boxes that you can tick to say you do not want to receive this information.

We will write to you at least once every three years to remind you that you can ask not to receive this information. This reminder may be contained in other literature that we regularly send you.

Complaints

We always try to provide a first-class service. Occasionally, however, things can go wrong. If they do, we'll try to put them right.

If you have a complaint we will try to resolve the matter as soon as possible and provide you with our leaflet 'Resolving any Differences' which sets out our complaints procedure.

If we do not deal with your complaint to your satisfaction, you can refer it to the Financial Ombudsman Service. Details of this service are available on request at any of our branches.

Financial Services Compensation Scheme – Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors, including most individuals and small businesses, are covered by the scheme.

Payments under the Scheme are limited to the sterling equivalent of 100% of the first €100,000 per person per authorised firm. The sterling equivalent of €100,000 is currently £85,000. 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 depositor's accounts with the building society, including their share of any joint account, and not to each separate account.

Account types not covered by the Financial Services Compensation Scheme are listed on our website: www.mansfieldbs.co.uk and on the Financial Services Authority website: <http://fsahandbook.info/FSA/html/handbook/COMP/4/2>

Membership rights

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. You can get a copy of the Rules by asking at any of our branches.

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 the 'Terms and Conditions for Investment Accounts' section of this booklet for more details.

A booklet 'Your Rights as a Building Society Member' is available on request.

If you are a Company or other body corporate then you will not be a member of the Society and you will not acquire any membership or voting rights. Otherwise these General Account Terms and Conditions will apply to your account.

Branch closures

If we plan to close or move your branch, we will tell you at least 12 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 01 623 676300;
- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address or if you do not receive any information that you were expecting to receive from us;
- checking your passbook regularly;
- taking care when getting rid of information about your account (people who commit fraud use many methods such as 'bin raiding' 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; and
- never giving your account details or security information to anyone unless you know who they are and why they need the information.

Please also see Condition 17 of this booklet.

Cheques made payable to the Society must also include details of the account holder(s) or the account number (for example, 'The Mansfield Building Society, account J Smith'); otherwise we will not accept them for payment into an account. This is to protect against fraud.

Cheque clearing

The central clearing cycle for cheques (and automated payments) is three working days. Our normal practice is to allow withdrawals against a cheque seven working days after it has been paid in. Seven working days are required because we are a building society and are not part of the bank clearing cycle. This means that additional time is required to pay our cheque(s) into the banking system before the clearance cycle can begin. Interest on a cheque paid in will be calculated from the day after receipt. For more details, please see conditions 7.2 and 10 of the terms and conditions section of this booklet.

TERMS AND CONDITIONS FOR INVESTMENT 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 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 In the Conditions:

- 'the Society', 'we', 'us' and 'our' refer to The Mansfield Building Society;
- 'you' and 'your' refer to holders of savings accounts; and
- 'working day' means a day other than a Saturday, Sunday or bank holiday.

1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 22.

2 Membership

2.1 Except where the account is a deposit account you will be a member of the Society and therefore our Rules will apply. If these Conditions, or any relevant special conditions for any particular account are inconsistent with our Rules, then these Conditions or the relevant account special conditions will take priority. A copy of the Rules is available on request at any of our branches.

2.2 If you have a deposit account, you will not be a member of the Society by virtue of that account. You will, however, be bound by some of our Rules.

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 and/or address that is satisfactory to us, then we may return the money and ask for further identification before we open your account or retain it pending instructions from any relevant authority.

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 Principal 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 3.2, and the option to change your mind does not apply to any branch based (in other words, not sold at a distance) Child Trust Fund accounts.

If you do not exercise your right to change your mind, you will continue to be bound by these terms and conditions and any special conditions that apply to the particular account.

4 Account details

4.1 The address that you provide in your account application form will be your registered address, and will remain your registered address until it is changed in our records.

4.2 It is your responsibility to notify us of any change of address. You should also notify us of any change of name, telephone number and e-mail address. All notifications must be in writing.

4.3 You agree to produce evidence of any new name or address, if we ask to see it. Your account passbook must be sent or produced to us so that we can note your change of details.

4.4 You agree to provide us with specimen signatures, if and when 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:

- you lose your passbook; and
- at or about the same time you notify us of a change of address,

then we will not permit any withdrawals from the account until satisfactory evidence of identity is received and a replacement passbook has been issued. This is to protect you against possible fraud.

4.7 Your account will have a unique number. Please quote this in correspondence with us.

5 Minimum and maximum account balances

5.1 The minimum and maximum amounts that can be held in any particular account are set out in the special 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 required minimum balance. During any period when it is below the minimum amount we may pay a reduced rate of interest.

6 Paying money into your account

6.1 Unless special conditions for a particular account specify otherwise, you can pay money into your account at any of our branches or by bank transfer or post. However, for security reasons we do not accept cash sent by post. Please see condition 7.2 which explains when interest becomes payable.

6.2 If money is paid in by bank transfer or by BACS, it is your responsibility to make sure that all the account details are provided correctly.

6.3 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.

6.4 You can pay money into your account by standing order (although you will need to make the arrangements 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 who the money is intended for.

6.6 When paying in money by cash, you will need to produce your passbook or provide your account number.

6.7 Subject to Condition 9.4, money paid into your account by cash will be available for withdrawal immediately. Money paid into your account by electronic transfer will be available for withdrawal the day after the funds are credited to the Society's bank account. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. Please see Condition 10 below regarding cheques.

7 Interest

7.1 We will tell you the interest rate that applies (and when it is paid or credited) when you open your account. This information is also available:

- in our Current Interest Rates Summary leaflet;
- on our website;
- by asking our staff at any of our branches; and
- by looking at notices in our branches.

7.2 On our accounts we generally:

- calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day;
- calculate interest on a sum deposited by cheque from the day after we receive it;
- calculate interest on a sum withdrawn up to and including the day before you make the withdrawal;
- give you the choice of having the interest added to the account, paid into another account with us, or, where the amount exceeds £25, paid into your bank account. However, this may vary depending on the type of account. You should check the special conditions for particular accounts.

Further details of how and when interest is payable is contained in our Current Interest Rates Summary leaflet and product leaflets relating to particular accounts.

7.3 We will give you information regarding your account, as follows:

- 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, unless your account has less than £500 in it.
- 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 Bank Rate (unless we have told you personally about these or if your account has less than £500 in it).

7.4 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 Conditions 7.5 – 7.6 below.

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

- to respond to changes in the Bank of England Bank Rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- to respond to changes in the law or the decision of a court or ombudsman;

- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to respond to changes to our costs, including administration costs and costs of providing services or facilities.

We can also change the interest rate for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. If this happens, 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; and
- we will tell you this when we notify you.

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

When changing interest rates we will comply with legal and regulatory requirements which change from time to time.

7.6 Changes may include the introduction or alteration of 'bands' under which:

- interest is not paid where the amount in the account is below a certain level; and/or
- different rates apply depending on the amount held in the account.

7.7 If we materially change interest rates to your disadvantage on a variable rate account we will notify you in writing and give you at least the minimum period of notice required by law or regulation. If this happens, 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; and
- we will tell you this when we notify you.

7.8 If we change interest rates on a variable rate savings account and the change is either not material or not to your disadvantage, we will tell you about it:

- (except for accounts not run mainly through our branches) by placing notices in our branches, on our website and in two newspapers as soon as possible after the change. The current newspapers we use are Mansfield CHAD and Derbyshire Times; or alternatively,
- within 30 days of the change, by letter.

7.9 The information on our website will be updated within three working days of an interest rate change. To help you compare rates the old rate will also be available on our website.

8 Account charges

8.1 We may make charges for items relating to your account. See our Tariff of Charges leaflet for details. The Tariff of Charges can be obtained from any of our branches or viewed on our website. You can also obtain a copy by telephoning us on 01623 676300.

8.2 Where the charge does not relate to the normal running of your account we will tell you before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask.

8.3 Charges incurred will be debited to your account.

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

- to respond to changes to our costs, including our administrative costs;
- to respond to changes in the law or the decision of a court or ombudsman;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to correct errors.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change. If we introduce or increase a charge we will give you at least 30 days written notice before the charge comes into effect.

8.5 We can also change the charges we make for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. If we do so:

- we will give you individual notice of the change at least 30 days before the change is to take effect;
- if the change is not to your advantage 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; and
- we will tell you this when we give you notice.

8.6 Except where the account is a fixed term account, we can also change the charges we make by notifying you personally not less than 30 days before the change comes into effect.

8.7 Changes may include the abolition or alteration of existing charges or the introduction of new charges.

8.8 If you do not notify us that you object to a change before the date in which it comes into effect, you will be deemed to have accepted it.

8.9 There may be other taxes or costs that are not paid through us or charged by us.

9 Withdrawals

9.1 Withdrawals may be made during our normal business hours subject to the special conditions for particular accounts and to any branch withdrawal limits that we reasonably impose.

9.2 No withdrawal will be allowed:

- if it would cause the account to be overdrawn; or
- from a passbook account, unless you produce the passbook at the time of withdrawal.

9.3 We may refuse to allow a withdrawal if we are not satisfied that we have the proper written authority for the withdrawal, in accordance with the mandate you have given us. A signed withdrawal form or authorisation will be required in order to make a withdrawal.

9.4 We can restrict at any time the amount which can be withdrawn from any account.

We will only do this if:

- (a) we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
- (b) we are required to do so by any law, regulation or court order;
- (c) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
- (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
- (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).

In the case of (d) and (e) above:

- (i) we will act proportionately to the circumstances in question;
- (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;
- (iii) we will take into account the interests of the Society's membership as a whole;
- (iv) we will, if practical, give advance notice; and
- (v) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

Where the restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction by telephoning us on 01 623 676300.

9.5 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 that the cheque has been lost, stolen or destroyed. We will act as quickly as reasonably possible, but cannot accept any responsibility for any loss you may incur.

9.6 Please also note that:

- we will not send cheques to third parties by post;
- we will make a cheque payable to a third party who is seeking to undertake a withdrawal from your account on your authority and will then post the cheque and passbook directly to you. (The exception to this relates to postal accounts when cheques are only made payable to the account holder);
- if any withdrawals are subject to an interest penalty, the amount of penalty will be confirmed in the following manner:
 - for withdrawals transacted in a branch, verbally, at the time of the withdrawal. Written confirmation of the penalty will also be available on request without charge or;
 - for withdrawals transacted by post, written confirmation of the penalty will accompany the withdrawal cheque.

10 Uncleared funds

10.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque seven working days after it has been deposited with us, provided we have not received notice that it has not been cleared. 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 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:

- you agree otherwise; or
- you are knowingly a party to a fraud in respect of the cheque; or
- the money is reclaimed from your account before close of business 5.00pm on the sixth working day after it was deposited with us.

If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you within three working days.

The central clearing cycle for cheques is three working days. Our normal practice is to allow withdrawals against a cheque seven working days after it has been paid in. Seven working days are required because we are a building society and are not part of the bank clearing cycle. This means that additional time is required to pay our cheque(s) into the banking system before the clearance cycle can begin.

10.2 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 2.00pm on a working day, then the day of deposit is the next following working day.

11 Closing your account

11.1 You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.

11.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):

- we will give you at least 30 days written notice;
- we will not use this right to repay a fixed term investment before the end of the fixed term; and
- we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

The exceptional circumstances include:

- suspected fraud or other criminal activity, or threatening or abusive behaviour (in which cases we can always close your account without notice);
- you have deliberately given us any false information in relation to your account;
- you were not entitled to open the account;
- you do not comply with any of your obligations under these terms and conditions, and do not put this right within a reasonable time of our asking you to do so; or
- the contract between us is void or unenforceable at law.

11.3 If we close the account, we will pay interest at the agreed rate up to and including the day before 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

We will send you a statement of account, unless:

- there have been no transactions on your account (other than the crediting or payment of interest) during the period since the last statement was sent; or
- the account is a passbook account.

Individual transaction details are available on request and without charge.

If a statement is issued, you should check the information carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

13 Taxes

Where required by law, interest will be paid or credited after deduction of income tax at the appropriate rate. Please see the Current Interest Rates Summary leaflet for further details.

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 law.

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, joint accounts cannot be held by the holders as tenants in common in equal or unequal shares).

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 account holders) any combination of them.

14.6 Any authorisation given under Condition 14.5 can be changed by all account holders providing authority.

14.7 If we have reason to think that there is a dispute between account holders we will require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 14.5.

- 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 will be permitted on one signature.
- 14.9** We may (in accordance with Condition 9.4) 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 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.
- Further details about the rights and responsibilities of joint account holders are contained in the leaflet 'You and Your Joint Account'. A copy of this is available on request.

15 Transfers

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

16 Unclaimed balances

- 16.1** We may close your account if:
- you cannot be traced after reasonable enquiry; and
 - for a period of five years (or three years if the amount in your account is less than £100) no money is paid into, or withdrawn from, your account.

If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the account and credit it with the amount we owe you in respect of the account (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the account had remained open).

- 16.2** Condition 16.1 is subject to any rules that may be made under any law.

17 Account documents

- 17.1** We may issue you with a passbook, certificate or other similar document relating to your account. If we do:
- the document will belong to us;
 - you agree to return it to us for updating, or for any other purpose we reasonably require;
 - you agree to keep it safe, and to tell us immediately in person at any of our branches or by telephoning us on 01 623 676300 as soon as you discover it has been lost or stolen; and

- the document must be produced to us before any withdrawal from the account is made.

- 17.2** We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:
- providing us with reasonable evidence of the loss or theft;
 - notifying, and co-operating with, the police;
 - restricting withdrawals from the account until the completed lost passbook declaration form has been returned and a replacement passbook has been issued; and/or
 - signing any form of indemnity that we may reasonably require.

- 17.3** If someone other than you produces your account document to us, pretends to be you or authorised by you, and is therefore able to withdraw money from the account, you will be liable for the first £50 of the unauthorised withdrawal. You will be liable for the amount of all withdrawals if you have acted fraudulently or you have, intentionally or with gross negligence, failed to take all reasonable steps to keep your account document or any personal account or security information safe. However, you will not be liable for any withdrawals after you have told us of the loss, theft or unauthorised use of your account document, unless you have acted fraudulently.

- 17.4** You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us immediately, in person at any of our branches, or by telephoning us on 01 623 676300, so that we can resolve the matter. If you do not notify us within 13 months after the date of the entry, we will not be obliged to correct the error. Subject to Condition 17.3, we will be liable for unauthorised transactions on your account.

18 Changing these conditions

- 18.1** We can change these Conditions and/or terms on which your account is held if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in the law or a decision of a court or ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer or fairer;
- to provide you with extra benefits or services;
- to respond to new (or changes to) statements or codes of practice or industry guidance;
- to correct errors.

- 18.2** (Except in relation to fixed term investments), we can also change these Conditions for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate.

- 18.3** Any change we make under Condition 18.1 or 18.2 will be proportionate to the circumstances giving rise to the change.

- 18.4** Any change we make under Condition 18.1 or 18.2 which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days or by general notice in our branches and website in conjunction with advertisements in two or more newspapers of our choice. The current newspapers we use are Mansfield CHAD and Derbyshire Times.

18.5 Any change we make under Condition 18.1 and which is to your disadvantage will be notified to you in writing at least 30 days before the change is to take effect.

You will be bound by a change that we notify unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account.

18.6 Any change we make under Condition 18.2 and which is to your disadvantage will be notified to you in writing at least 30 days before the change is to take effect. You will be bound by a change that we notify unless you notify us in writing, before the change is due to come into effect, that you reject it. If you reject the change in writing before the change comes into effect, you can:

- within 60 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.

If you do notify us that you reject the change then that will be treated as notice by you to close the account.

18.7 This Condition 18 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.

18.8 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.

19 Notices

19.1 You will be taken to have received any letter or e-mail or other personal notice 72 hours after we have sent it to you.

19.2 If we, accidentally, fail to:

- send to you a communication intended for our investors generally or a category of investors of which you are one; or
- display a notice at any of our offices

this will not make the notice invalid.

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.

20 Matters beyond our control

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 control.

21 Set off

We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. We will notify you if we do this. No interest will be earned on money used in this way.

22 Companies, etc

22.1 If you are a 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, are held in the name of the organisation. Our application form has further details.

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

These terms and conditions are governed by the law of England and Wales. This law is also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

24 Language

All communications between you and us will be in English unless we specifically agree otherwise.

25 Society Rules

The Rules contain further specific provisions relating to, amongst other items:

- the death or bankruptcy of a member;
- the mental disorder of a member;
- membership rights and duties.

Members of the Society remain at all times subject to the Rules which are themselves subject to change by the Society in the manner specified in the Rules.

Member of the Building Societies Association
Shares and Deposits in the Society are Trustee Investments

**Authorised and Regulated by the Financial Services Authority –
Reference Number 206049**

Principal Office:

Regent House, Regent Street, Mansfield, Notts, NG18 1SS

Telephone: 01623 676300

e-mail: enquiries@mansfieldbs.co.uk

www.mansfieldbs.co.uk



Branch Offices:

Regent House, Regent Street, Mansfield, Notts, NG18 1SS

Tel: 01623 676300

53 Portland Square, Sutton-in-Ashfield, Notts, NG17 1AZ

Tel: 01623 554265

48 Station Street, Kirkby-in-Ashfield, Notts, NG17 7AS

Tel: 01623 756601

91 New Square, Chesterfield, Derbys, S40 1AH

Tel: 01246 202055