

# General Account Terms and Conditions



# 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](http://www.mansfieldbs.co.uk);
- emailing us at [enquiries@mansfieldbs.co.uk](mailto: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; and
- HM Revenue and Customs form R85, if applicable (see below under “Tax”).

Please note that we can refuse to open an account without giving any reason.

## Identification requirements

We are required by law to check the identity and address details of all account holders. To do this, we need to see one document from each of the two lists shown below:

### To confirm your name

- full current passport
- full current driving licence or photocard driving licence
- provisional photocard driving licence
- ID card (with photograph)
- DWP pension, attendance allowance or 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)
- building society or credit union statement or passbook showing address
- 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. You will need to let us have additional evidence if you change your address. For further details, see the terms and conditions mentioned below.

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

## **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 leaflets dealing with these accounts.

## **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 may become entitled on any conversion or takeover of the Society. 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 5th April 2000.

## **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 and 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 booklet “Taxation of Building Society Interest”, a copy of which is available on request.

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.

## **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 4). 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 13 of the terms and conditions on page 11 of this booklet. A booklet “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 (currently £10) if you want to exercise this right. Please contact us for more details.

Data held by us about you will be kept while you are a customer and may be held for 7 years after your relationship with us as a customer has ceased. You can always let us know if information we hold about you has changed, 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 remind you at least once every 3 years that you can ask not to receive this information.

## **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 offices.

## **Banking Code**

The Society subscribes to the Banking Code. You can get a copy of the Code at any of our offices.

## **Financial Services Compensation Scheme**

The Society is a member of the Financial Services Compensation Scheme. You may be entitled to compensation from this Scheme if the Society cannot meet our obligations. Further details are available on request from the Society or from the Financial Services Compensation Scheme.

## **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 offices. 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 commencing on Page 5 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.

## **What you can do to protect your accounts**

You can help prevent misuse of your account by:

- taking care of your passbook and letting us know as soon as possible if your passbook is lost;
- 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 to anyone unless you know who they are and why they need the information.

Please also see Condition 16 on page 13 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.

# 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).
- 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 21.

## (2) Membership

- 2.1 Except where your 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 your identity and address before your account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may decide to prove your identity electronically. If we are still not satisfied then we will return the money and ask for further identification before we can open your account.
- 3.2 Once you have opened an account, you will have 14 days (or, if later, 14 days from the day you first receive these terms and conditions and other information relating to the account) to notify us that you want to change your mind. If you notify us within this time, we will help you to 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.

## (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 and telephone number. Any notifications must be in writing or by email.

- 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.

## **(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 the 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 recommend that cash is 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 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).

## **(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 cheque from the day immediately following the day upon which we receive it;
  - calculate interest on a sum withdrawn up to and including the day immediately before the day upon which 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 upon the type of account. You should always check the special conditions for particular accounts. Further details of how and when interest is payable is contained in our Current Interest Rates Summary. Also, different periods may apply to cheques drawn on a bank or institution outside the United Kingdom or in currencies other than Sterling; please enquire for details.
- 7.3 We will give you information regarding the interest rates payable on your account, and a comparison with the interest rates on our other accounts, as set out in our Current Interest Rates Summary.

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 already told you personally about these or if your account has less than £500 in it).
  - If you have a variable rate account with more than £250 in it, and the interest rate has fallen significantly compared to the Bank of England Bank Rate over the previous 12 months, we will contact you within 30 days after this has occurred to:
    - tell you that this has happened; and
    - give you details about how you can switch accounts or withdraw the money in your account.
- 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 to 7.7 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 a decision of a court or an ombudsman;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to respond to changes in our costs, including administration costs and costs of providing services or facilities;
- to correct errors.

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

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 When we make these changes, we will tell you about them:

- (except for accounts not run mainly through our branches) by placing notices in our branches, on our website and in two newspapers within 3 working days of the change. The current newspapers we use are the Mansfield Chad and the Derbyshire Times; or alternatively,
- within 30 days of the change, by letter.

7.8 If you have a variable rate account with £500 or more in it and the interest rate falls by more than 0.25 per cent on a rate change compared with the Bank of England Bank Rate, we will notify you personally within 30 days after making the change.

This does not apply to:

- accounts where we have told you that the interest rate payable on them will be fixed or less than 0.5 per cent a year while the balance remains below a certain level; or
- fixed rate or tracker accounts.

7.9 The information on our website will be updated within 3 working days of an interest rate change. To help you compare rates the old rate will also be available on our website.

7.10 Where we make a change under Condition 7.6, then Conditions 17.3, 17.4, 17.5 and 17.7 will apply instead of Condition 7.7.

## **(8) Account charges**

8.1 We may make charges for items relating to your account. We do not make any charges relating to the day to day running of your account.

8.2 Where the charge does not relate to the day to day running of your account we will advise you about the charge before we provide the product or service, or at any other time you ask. These charges are contained in our “Fees & Charges Explained” leaflet. The Society will give you at least 14 days notice of any

charge which it deducts from your account apart from those listed in the “Fees & Charges Explained”.

8.3 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 a decision of a court or an ombudsman;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance;
- to correct errors.

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

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

8.5 If we introduce or increase a charge we will give you at least 30 days notice by letter or other personal notice, before the charge comes into effect.

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

## **(9) Withdrawals**

9.1 Withdrawals are 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.

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);

- (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.

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).

## **(10) Uncleared funds**

10.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque 7 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 other money in the account to cover it. However, we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:

- 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 3 working days.

The central clearing cycle for cheques is 3 working days. 7 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 cases, such as suspected fraud or other criminal activity, or threatening or abusive behaviour in which cases we can always close your account without notice):

- we will give you at least 30 days 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.

11.3 If we close the account, we will pay interest at the agreed rate up to and including the day immediately before the day upon which repayment is made. 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) Taxes**

Where required by law, interest will be paid or credited after deduction of income tax at the appropriate rate.

## **(13) Joint accounts and trusts**

13.1 If an account is held in more than one person's name, then only the representative joint account 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.

13.2 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.

13.3 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 13.4, which takes precedence.

13.4 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).

- 13.5 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 2 account holders) any combination of them.
- 13.6 Any authorisation given under Condition 13.5 can only be changed by all account holders providing authority.
- 13.7 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 13.5.
- 13.8 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.
- 13.9 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.
- 13.10 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 13.11 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.
- 13.12 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.

## **(14) 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.

## **(15) Unclaimed balances**

If:

- you do not have a loan from the Society outstanding, and
- you cannot be traced after reasonable enquiry, and either
  - (i) for a period of 3 years you have made no payment to or withdrawal from your account and the amount in that account is less than £100; or
  - (ii) for a period of 5 years you have made no payment to or withdrawal from your account,

the Society may decide to close your account and the money will be retained by the Society. However, if you subsequently contact the Society then it will either open a new account for you and recredit that account or repay the money to you, with interest, at a rate to be decided by the Society if your original type of account no longer exists.

The Society will not unreasonably refuse a request to reopen an account.

## **(16) Account documents**

16.1 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 if you discover it has been lost or stolen; and
- the document must be produced to us before any withdrawal from the account is made.

16.2 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;

16.3 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 amount of any withdrawals if you have acted fraudulently and you may be liable if you have acted without reasonable care.

16.4 You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us immediately so that we can resolve the matter.

## **(17) Changing these Conditions**

17.1 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 an ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer or fairer;
- to provide you with extra benefits or services;
- to respond to new (or changes to) statements or codes of practice or industry guidance;
- (except in relation to fixed term investments) for any other reason that we reasonably consider appropriate;
- to correct errors.

- 17.2 Any change we make under Condition 17.1 will be proportionate to the circumstances giving rise to the change.
- 17.3 A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days.
- 17.4 A change which is to your disadvantage or which materially alters the nature of our contract with you will be effective only after at least 30 days notice is given to you. At any time up to 60 days from the date of the notification you may switch your account to another of our products or close it without having to give any period of notice or pay any additional charges.
- 17.5 Notices under Condition 17.4 will be sent by individual communication. Notices under Condition 17.3 may be given in this way, or instead be given 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 the Mansfield Chad and the Derbyshire Times.
- 17.6 Except as stated in Condition 7.9 this Condition 17 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.
- 17.7 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.

## **(18) Notices**

- 18.1 You will be taken to have received any letter or email or other personal notice 72 hours after we have sent it to you.
- 18.2 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.
- 18.3 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

## **(19) 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 strikes, power failures or other causes beyond our reasonable control.

## **(20) 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.

## **(21) Companies, etc**

- 21.1 If you are a limited company or other type of corporate body, you will need to authorise officers to operate the account. Our application form has further details. We will also require evidence of identity and address for these persons.
- 21.2 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) 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.

## **(23) Language**

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

## **(24) 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.