

GENERAL TERMS AND CONDITIONS FOR RETAIL SAVINGS ACCOUNTS

May 2018

Harpenden Building Society Terms and Conditions for Retail Savings Accounts Information Section

How to contact us

You can contact us by:

- visiting any of our branches;
- telephoning our helpline number 01582 765411;
- visiting our web-site www.harpendenbs.co.uk;
- emailing us at enquiries@harpendenbs.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; and
- proof of your identity and your address.

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

Identification requirements

We are required by law to check the identity and address details of all account holders.

Our leaflet 'Getting to know you – Identification Requirements' provides details of the process we use to satisfy this requirement.

Please ensure you read this leaflet and provide the relevant documentation that is required. If you cannot provide the requisite documents please contact 01582 765411 for further guidance.

If you already have an account with the Society, and the details we have about you have not changed, then we may not need to check your name and/or address. Please enquire for further details.

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 on pages [10 to 23] of this booklet. Special conditions may apply to particular types of account. You will find them in the leaflets dealing with these accounts.

You should read the terms and conditions carefully. If there is anything in them you do not understand please ask us.

The general terms and conditions in this booklet cover a number of areas, including:

- Membership of the Society (Condition 2)
- How an account is opened and the details we need (Conditions 3 and 4)
- Minimum and maximum account balances (Condition 5)
- How to pay money into the account (Condition 6)
- How we pay interest and how we can change the interest rate (Condition 7)
- Charges we may make, and how we may change these (Condition 8)
- How you can make withdrawals (Condition 9)
- Automated and electronic payments (Condition 10)
- Unauthorised transactions (Condition 11)
- How we deal with mistakes and delays (Condition 12)
- Uncleared funds – when you have access to money paid in by cheque (Condition 13)
- How you and we may close an account (Condition 14)
- Statements (Condition 15)
- Action that we might be obliged to take in relation to unpaid tax debts (Condition 16)
- Joint accounts and trusts (Condition 17)
- Transferring the account (Condition 18)
- How we deal with unclaimed balances and dormant accounts (Condition 19)
- Documents relating to the account (condition 20)
- How we can change the terms and conditions that apply to the account (Condition 21)
- How we communicate with you (Condition 22)
- Matters beyond our control (Condition 23)
- Our right to use money in the account towards payment of other money you owe us (Condition 24)
- Some special requirements for companies, partnerships and clubs (Condition 25)
- The law that will apply to the account and the language we will use (Conditions 26 and 27)
- Some information about the Financial Ombudsman Service (Condition 28)
- Special Conditions for payment accounts (Condition 29)

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

Please note: This Agreement does not apply to you if you held a savings account or a mortgage continuously with the Society since the 30th April 2000, where more than one of you is requesting to open an account, the above Note and, if applicable, the rest of this Agreement applies to each of you separately.

1. I agree with the Society and the Charities Aid Foundation (“the CAF”) that I will assign to the CAF [or to any charity(ies) nominated by it or by the Society under the provisions of a deed dated 28th April 2000, between the Society and the CAF, in which case references to the CAF shall include references to any other charity(ies), but to no other person] the rights to any relevant conversion benefits [defined below]. This obligation will not apply to me if I fall within any class of persons which, as at today’s date, the Society wishes to be excluded from such obligation. This agreement is irrevocable and authorises the Society to transfer to the CAF any such benefits without further notice to me/us. I understand that neither the Society nor the CAF will release me from this agreement or vary its terms and I will continue to be bound by the above condition even if the Society decides at some time in the future [and announces any such decision by press release or otherwise] that it is no longer in the best interests of the Society to continue with the above assignment condition generally in respect of new members.

2. (a) “Relevant conversion benefits” means any benefits to which I may become entitled as a shareholding member of the Society under the terms of any future transfer of the Society’s business to a company [i.e. on a conversion or takeover] which is completed at any time within the five years immediately following the date on which my share account is opened [or, if applicable, the shorter period as set out in the list available from the Society’s Secretary]. “Relevant conversion benefits” does not include the statutory right to have shares in the Society [including any balances on share accounts] converted into deposits with the company on a conversion or takeover.
(b) If the Society merges with any other society, after the date of such merger the “Society” includes such other society.
3. I authorise the Society to pass to the CAF such information relating to me/us and my accounts with the Society as the CAF may reasonably require in order to administer this agreement, comply with the law, manage both the Society and the CAF, and to assign the relevant conversion benefits and for no other purpose. I consent to both the Society and the CAF holding and processing such information for such purposes.
4. A list of the classes of persons which the Society currently wishes to be excluded from the obligation to assign or in respect of which a shorter period applies [which list may change from time to time but not with retrospective effect] is available on request from the Society’s Secretary at its principal office.

Changing your mind

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

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 or any of our branches 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. Please also see Condition 3.2 of the terms and conditions.

Tax

Interest on your account will not have any tax deducted from it.

You may need to pay tax on any interest that exceeds your Personal Savings Allowance (“PSA”).

For further information on how the PSA works, go to the HMRC website detailed below: <https://www.gov.uk/>

government/publications/personal-savings-allowance-factsheet

The tax information provided is based on our understanding of current law and HM Revenue & Customs practice, both of which may change.

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 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 17 of the terms and conditions on page [19] 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 have a copy of the personal information we hold about you, and to ask us to transfer personal information after you close your account. You can also ask us to correct any inaccuracies and to restrict how we process your personal information. To exercise these rights please put your request in writing and send it to our Data Protection Officer by emailing:

privacy@harpendenbs.co.uk, or write to the Society at:

The Data Protection Officer
Harpenden Building Society
Mardall House
9-11 Vaughan Road
Harpenden
Hertfordshire AL5 4HU

Our full Privacy Notice can be viewed from our website, <https://www.harpendenbs.co.uk/extras/privacy-and-cookie-policy>.

If you are not satisfied with the handling of your complaint by the Society, you can also make a complaint to the Information Commissioner's Office on: <https://www.ico.org.uk>.

Marketing of services

We may send you information about similar savings products by post, email or telephone where we believe that these may be of interest. We will only contact you about other, non-savings related products where you have indicated that you want to receive this information. Our account application forms have boxes that you can tick to say how you wish to receive this information.

We will continue to honour your marketing preferences until you tell us differently. We will write to you at least once every three years to remind you that you can change your preferences. This reminder may be contained in the Summary Financial Statement or 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 you should in the first instance:

- call into any of our branches; or
- phone your branch and speak to the Office Manager; or
- write to your branch; or
- email us at enquiries@harpendenbs.co.uk

When we receive a complaint, if we cannot sort it out quickly we will send you a prompt written acknowledgement to confirm that we are dealing with it and to keep you informed of our progress.

Complaints about payment transactions or a payment account

If your complaint (or part of it) concerns a payment transaction or a payment account, we will endeavour to deal with your complaint within 15 working days. If circumstances beyond our reasonable control prevent us from sending you our final response to your complaint in this timeframe, we will instead send you a holding response explaining clearly why this is the case and specifying when we will be able to. In those circumstances, you will receive our final response within 35 working days.

Complaints about other matters

If your complaint concerns something other than a payment transaction or a payment account, we will endeavour to deal with your complaint within eight weeks, or explain to you why we cannot make a final response to you within this time.

Full details of our Complaints Handling Policy are available in all our branches, Principal Office and on our website www.harpendenbs.co.uk.

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.

You can also access the Financial Ombudsman Service online, but only if you applied for goods and services online and you reside in the European Union. You can access this alternative service at: <http://ec.europa.eu/odr> and you must quote our e-mail address which is enquiries@harpendenbs.co.uk.

If you choose to submit your complaint in this way, it will be forwarded to the Financial Ombudsman Service. It can take longer for the Financial Ombudsman Service to receive your complaint if you submit it online, so we would recommend that you go to them directly, to save you time.

You may also be able to submit complaints to the Financial Conduct Authority.

We are part of the Financial Services Compensation Scheme. Details of this scheme, and who is covered by it, will be provided separately.

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 more details.

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

Branch closures

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

What you can do to protect your accounts

You can help prevent misuse of your account by:

- taking care of your passbook or bond certificate and other account information and letting us know as soon as possible if your passbook or bond certificate is lost. The best way to let us know is by telephoning us on 01582 765411;
- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address (if this is how we communicate with you), or if you do not receive any information that you were expecting to receive from us;
- checking your statements, passbook or bond certificate 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 them.

Please also see Condition 20 on page [20] of this booklet.

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

Cheque Clearing

Once a cheque is paid in, the funds start to earn interest from the next working day after we receive it. Cheques are fully cleared at the close of business after 6 working days of deposit with us, which means the full value of the cheque is available in the account to be withdrawn.

For more details, please see condition 7.2 and 13 of the terms and conditions on pages 12 and 18 of this booklet.

Dormant Accounts

You can make searches for dormant accounts and lost savings accounts, including those falling within the unclaimed asset scheme, online at www.mylostaccount.org.uk, or you can get copies of the claims forms for dormant accounts and lost savings, including unclaimed assets, from us or from the Building Societies Association.

HARPENDEN BUILDING SOCIETY

Principal Office: Mardall House, 9-11 Vaughan Road, Harpenden, Hertfordshire, AL5 4HU

Telephone: 01582 765411

Website: www.harpendenbs.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Firm reference number: 157260

Terms and Conditions for Retail Savings Accounts

1 Introduction

- 1.1 These terms and conditions (referred to as the “Conditions”) apply to all savings accounts with the Society, except to the extent that 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:
 - references to “the Society”, “we”, “us” and “our” are to Harpenden Building Society and include our successors and anyone to whom we transfer our rights in respect of an account;
 - references to “you” and “your” are to holders of savings accounts and include your personal or other legal representatives;
 - “normal business hours” means 9am to 5pm; 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 25.
- 1.4 You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Principal Office or asking in person at one of our branches or our Principal Office or looking on our website.

2 Membership

- 2.1 If these Conditions apply to your account you will (except where the account is a deposit account) be a member of the Society and therefore our Rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the Rules in the case of any inconsistency. A copy of the Rules is available on request at any of our branches or on our website.
- 2.2 If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules, namely 4(4) to (7), 5, 6(1) to (3), 8(4) and (5) and 12(5). These Rules apply to deposit account holders (as if they were shareholding members), except to the extent that they are inconsistent with these Conditions.
- 2.3 New investing members from 1 May 2000 are subject to the Society’s Charitable Assignment Scheme, full details of which are set out in the application form.

3 Opening an account

- 3.1 We will require evidence of identity and address before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from any relevant 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 any of our branches or 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. We will ignore any notice period and any extra charges. **Please note that this Condition 3.2, and the option to change your mind, do not apply to fixed rate accounts (other than a fixed rate cash deposit ISA), or to accounts where the price depends on rises and falls in financial markets outside our control that may happen during the cancellation period, or to branch based Child Trust Fund accounts (in other words, not sold at a distance).**

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

4 Account details

- 4.1 The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
- 4.2 It is your responsibility to notify us of any change of address. You should also notify us of any change of name, telephone number and email address (if you have told us you want to be contacted in this way). 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. If your account has a passbook, you must send or produce it to us so that we can note the change of details.
- 4.4 You agree to provide us with specimen signatures, if we ask for them.
- 4.5 If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.
- 4.6 If
 - you lose your passbook; and
 - at or about the same time you notify us of a change of address, then we will not issue any cheques from the account payable to anyone other than you for a period of 7 days from the date we receive the notification. This is to protect you against possible fraud.
- 4.7 Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying money in or withdrawing it.

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 minimum. Instead of closing the account (or during any period when it is below the minimum amount) we may pay a reduced rate of interest.
- 5.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is £1,000,000.

6 Paying money into your account

- 6.1 Unless special conditions for a particular account specify otherwise, you can generally pay money into your account at any of our branches office during our normal opening hours, 9 am to 5 pm (4 pm at Wendover) on a working day and 9 am to 12 pm on Saturday, 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 regarding when interest becomes payable.
- 6.2 Money may also be paid into your account by electronic transfer (CHAPS or Faster Payments) or standing order. Please contact your local branch or our Principal Office for details of the account numbers to quote.
- 6.3 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 6.4 If you wish to pay money into your account by standing order you will need to set this up direct with your bank. We cannot accept payments by direct debit.
- 6.5 Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for. You should note that cheques normally become out of date after six months.

- 6.6 When paying in money by cash, you will need to produce your passbook or provide your account number.
- 6.7 Money paid into your account by cash or electronic transfer will be available for withdrawal as soon as we receive it, subject to Condition 9. 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 13 below regarding cheques.
- 6.8 Payments into and out of your account can only be made in £ Sterling.

7 Interest

- 7.1 We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:
- in our Investment Rates leaflet;
 - on our website;
 - on our telephone helpline;
 - by asking our staff at our offices; and
 - by looking at notices in our offices.

- 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 the day we receive it;
- calculate interest on a sum withdrawn up to and including the day before the day you make the withdrawal; and
- give you the choice of having the interest added to the account, paid into another account with us, or 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 Investment Rates leaflet and literature relating to particular accounts.

- 7.3 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 7.4 to 7.6 below.
- 7.4 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 (base) 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, regulator 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 in providing the account, including administration costs, costs of providing services or facilities or changes in the costs to us of borrowing funds.
- Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.
- 7.5 We can also change the rate of interest for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate.

- 7.6 Except where the account is a fixed term account, we can also change the rate of interest by notifying you personally before the change comes into effect.
- 7.7 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 in the account.
- 7.8 Where the change is an increase in the interest rate, we will tell you about it:
- (except for accounts not run mainly through our branches) by placing notices in our branches and on our website within three working days of the change; or
- 7.9 Where the change is a reduction in the interest rate, we will give you written notification of the change before it comes into effect.
- This does not apply to:
- interest rate tiers applicable to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements); or
 - fixed rate or tracker accounts; or
 - if the change is not material.
- For this purpose, a change is “material” if your account has a balance of £500 or more at the time the decision is taken to change the interest rate, and:
- the reduction is more than 0.25%; or
 - the reduction is 0.25% or less and this will result in there having been a cumulative downward movement of the account’s interest rate over the preceding 12 months of 0.50% or more.
- Where the reduction is not material, we will tell you about it in one of the ways mentioned in Condition 7.8.
- 7.10 If we notify you of a material reduction in the interest rate under Condition 7.9, or if the change is made under Condition 7.6, then either;
- the notification will be provided at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you may close or switch your account without having to give any period of notice or having to lose any interest or pay additional charges; or
 - the notification will be provided at least 14 days plus the period of notice applicable to the account (or 30 days if longer than the notice period) before the rate change. In this case the normal notice period for making withdrawals from or closing the account will apply.
- 7.11 If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 7.12 The information on our telephone helpline and our website will be updated within three working days of an interest rate change.

8 Account charges

- 8.1 We may make charges for items relating to your account. Details of any charges relating to the day-to-day running of your account are contained in our Investment Rates leaflet. You can also find them on our website, or by telephoning our helpline or enquiring at our branches. We do not make any charges relating to the day to day running of your account.
- 8.2 However, we may charge for products or services relating to your account. We will tell you about these before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask. These charges are contained in our Savings Tariff of Charges information sheet.
- 8.3 Charges incurred will be debited to your account. We will notify you before we do this.

- 8.4 We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
- to respond to changes to our costs, including our administrative costs;
 - to respond to changes in the law or the decisions of a court, regulator 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.
- Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 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.
- 8.6 Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 8.7 If we introduce or increase a charge relating to the day-to-day running of your account, we will give you at least 30 days' written notice before the charge comes into effect.
- 8.8 If we give you notice of a change under Condition 8.7 then, at any time up to the date the change comes into effect, you have the right to switch the account or close it without having to lose any interest or pay any additional charges.
- 8.9 If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 8.10 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 on working days, subject to the special conditions for particular accounts and to our branch withdrawal limits which are set out in our account product leaflets.
- 9.2 No withdrawal will be allowed:
- if it would cause the account to be overdrawn (but if the account does become overdrawn you must immediately pay us back the amount by which it is overdrawn); or
 - 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 will be required in order to make a withdrawal. You may also be asked to provide evidence of identity.
- 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 extreme 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 in person at any of our branches, or by telephoning us on 01582 765411.

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.

9.6 Please also note that:

- we will not send cheques to third parties by post.
- we do not permit withdrawals to be made by direct debit or standing order.

9.7 If it appears to us that you are suffering from mental disorder or mental infirmity such that you are not capable of managing your affairs, we may agree to allow any person who appears to have care of you or to be managing your affairs to make withdrawals from your account. We may not allow this:

- in England and Wales, until we have given written notice to the Court of Protection and the Court has given written notice that it does not object (although we may exercise our discretion in cases of exceptional urgency);
- in Scotland, until approval has been given by a factor, curator or tutor (if you have one);
- in Northern Ireland, until approval has been given by a receiver, committee, guardian or controller (if you have one).

In all cases we may require the person who appears to have care of you or to be managing your affairs to give us an indemnity against any claims against us as a result of our allowing withdrawals. In certain cases, we may require the person to apply to the Court for authority to make withdrawals.

9.8 Condition 10 contains additional information about withdrawals made by automated or electronic payments.

10 Automated and electronic payments

10.1 If the specific conditions of your account allow, you may make electronic payments from your account by way of:

- (a) automated payments (Faster Payment);
- (b) CHAPS.

The Society does not offer the facility to transfer funds outside of the UK.

When an electronic payment debits your account we will provide the following information to the intended recipient so that they can easily identify where the funds have come from:

- the name of the payee;
- a reference enabling the payee to identify the electronic payment, its source and any information which has been sent with the payment;
- the amount of the transaction to be credited to the intended account;
- the credit value date.

10.2 The following Conditions 10.3 to 10.7 relate to automated payments (an instruction to pay a specific amount on a specific date).

- 10.3 Depending on the type of account you have (for example, whether it is a branch account, a postal account or an online account) you may set up an automated payment by writing to us or in person at one of our branches or our Principal Office at any time up to 3 pm on the working day on which you wish the payment to be made from your account. You will need to provide us with the payee's account number and sort code, and you may also need to provide a reference for the payee. You will also need to provide us with evidence of your identity and/or security details (we will, on request, let you know what we need for this).
- 10.4 Please note that we will only be able to set up an automated payment if the payee's account is able to receive "Faster Payments".
- 10.5 We will only make an automated payment if you have sufficient cleared funds in your account on the working day before, and at the time, the payment is to be made.
- 10.6 Provided Conditions 10.3 to 10.5 are satisfied, we will take the money from your account on the date specified (or on the next working day, if the date specified is not a working day). The payment will normally reach the payee's account not later than the working day after we take the money from your account.
- 10.7 You can stop an automated payment, at any time before 5 pm on the working day before the payment is due to be made. You can do this by writing to us, in person at one of our branches or our Principal Office or by telephoning 01582 765411. You will need to produce some identification and/or security details. You cannot cancel a payment that is to be made on the same working day as when you give us the instruction.
- 10.8 The following Conditions 10.9 to 10.11 relate to payments by CHAPS (a same day service for payments made and received in £ Sterling within the United Kingdom).
- 10.9 We will only make a CHAPS payment if you have sufficient cleared funds in your account.
- 10.10 Depending on the type of account you have (for example, whether it is a branch account, a postal account or an online account), you may make a CHAPS payment by writing to us or in person at one of our branches or our Principal Office at any time up to 3 pm on the working day on which you wish the payment to be made from your account (if we receive the instruction after that time, it will be processed the following working day). You will need to provide us with the payee's bank account number and sort code and the bank's name and address. You will also need to provide us with some identification and/or security details (we will, on request, let you know what we need for this). The money will be taken from your account and will normally reach the payee's account on the same day.
- 10.11 A CHAPS transfer cannot be cancelled once the instruction has been given to us.
- 10.12 For further details about how automated (Faster Payments) and CHAPS payments work, and what we will need to make them, please contact us in person at one of our branches or our Principal Office or by writing to us at our Principal Office, or by telephoning us on 01582 765411.
- 10.13 If you receive a refund on any of the transactions listed above, we will pay the amount of the refund into your account when we receive it.
- 10.14 You remain liable to make a payment even if we cannot debit your account for any reason outside of our control.

11 Unauthorised payment transactions

- 11.1 To dispute a payment transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should report it to your branch or our Principal Office (during opening hours) or call us on 01582 765411

- 11.2 If you notify us of an unauthorised payment transaction, we may investigate the circumstances if, for example, we have reason to suspect fraud or that the payment was in fact authorised, or that you have deliberately or with gross negligence failed to comply with your obligations in relation to any personalised security features relating to your account.
- 11.3 If we do need to investigate under Condition 11.2, you must co-operate with us and with the police, if we need to involve them.
- 11.4 If you have acted fraudulently, or you have authorised another person to use your account, you will be liable for all losses incurred as a result of the transaction.
- 11.5 If you have deliberately or with gross negligence failed to comply with your obligations in relation to any payment instrument relating to your account, you may be liable for all losses relating to payment transactions up to the date you notify us in accordance with Condition 11.8. Up to the time you notify us of any loss, theft or misappropriation of a payment instrument relating to your account, you will be responsible for (i) all losses if you, deliberately or with gross negligence, fail to comply with any of the requirements in these Conditions to keep your account documents or security features safe and the failure causes the losses, and (ii) a maximum of £35 for all other losses as a result of your account documents or personalised device or security features being lost or stolen or your failure to keep your security features safe. However, you will not be liable in circumstances where the loss, theft or misappropriation of the payment instrument was not detectable by you prior to the payment transaction being made.
- 11.6 Subject to Conditions 11.1 to 11.5 inclusive and 12.1, we will refund to your account the amount of an unauthorised transaction.
- 11.7 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.
- 11.8 You must notify us as soon as possible if you become aware of any unauthorised transaction on your account or you suspect that any payment instruments relating to your account have been lost, stolen or made liable to misuse.

12 Mistakes, delays and liability for losses

- 12.1 If we fail to carry out a payment transaction for you correctly in accordance with these Conditions, then we will be liable to you as set out in Condition 12.3, unless:
- you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the wrong account number or sort code we will not be liable if the transaction is not carried out or is wrongly carried out. We will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this; or
 - you fail to notify us when you become aware of the mistake or failure without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out.
- 12.2 We will not be liable to you if we can show that the payee's bank or building society received the correct payment.
- 12.3 Subject to the other provisions of these Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:
- (a) the amount of such payment; and
 - (b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

- 12.4 If a payment is made late due to our error, you can ask us to make sure the payee's bank adds the payment to the payee's account balance as if it had been made on time.
- 12.5 We will not have any liability to you under Condition 12.3 if any of the circumstances mentioned in Condition 23 caused the delay or error.

13 Uncleared funds

- 13.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque 6 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;
- 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 pm) on the sixth working day after the day it 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.

- 13.2 For the purpose of Condition 13.1, 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 5 pm on a working day (4pm at Wendover branch), then the day of deposit is the next following working day.

14 Closing your account

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

- 14.2 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, or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), whichever is the longer;
- 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 mentioned above are:

- 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;
- you threaten, or are abusive towards, our staff;
- we receive notification that you have been made bankrupt;
- we reasonably suspect that the account is being used for an illegal purpose;
- the contract between us is void or unenforceable at law; or
- we have a legal obligation to close the account.

- 14.3 If we close the account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.

- 14.4 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.

15 Statements

We will send you a statement of account if you request it, 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; or
- you have elected not to receive them.

You should check all statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

16 Unpaid taxes

In certain cases, HMRC is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so.

17 Joint accounts and trusts

- 17.1 If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation.
- 17.2 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.
- 17.3 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 17.4, which takes precedence.
- 17.4 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).
- 17.5 Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any of the account holders can withdraw all of the money in the account.
- 17.6 Any authorisation given under Condition 17.5 can be stopped by any account holder. However, we will need 2 days' notice to put this into effect.
- 17.7 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 17.5.
- 17.8 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.
- 17.9 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.

- 17.10 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 17.11 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.
- 17.12 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. Nothing in these Conditions confers or is intended to confer on any third party a benefit or the right to enforce any terms and conditions in respect of your account.
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.

18 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, it may be subject to conditions and/or payment of a charge.

19 Unclaimed balances and dormant accounts

- 19.1 We may close your account if –
- (a) you cannot be traced after reasonable enquiry; and
 - (b) 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).
- 19.2 Condition 19.1 is subject to any rules that may be made under any legislation.

20 Account documents

- 20.1 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 in person at one of our branches, our Principal Office or by telephoning us on 01582 765411 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.
- 20.2 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 for a certain period from the date you notify us of the loss or theft; and/or
 - signing any form of indemnity that we may reasonably require.
- 20.3 You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible, in person at any of our branches, our Principal Office or by telephoning us on 01582 765411, so that we can resolve the matter. Conditions 11 and 12 will apply in relation to liability.

21 Changing these conditions

- 21.1 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 the decisions 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 designed to enhance consumer protection;
 - (except in relation to fixed term investments) for any other reason that we reasonably consider appropriate.
- 21.2 Any change we make under Condition 21.1 will be proportionate to the circumstances giving rise to the change.
- 21.3 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.
- 21.4 A change which is to your disadvantage will be effective only after at least 30 days' written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).
- 21.5 If we give you notice of a change under Condition 21.4 then, for a period of 60 days from the date of the notice, you have the right to switch the account or close it without having to lose any interest or pay additional charges.
- 21.6 If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.
- 21.7 Notices under Condition 21.4 will be sent by individual letter or e-mail (if you have told us that you want to be contacted in this way). Notices under Condition 21.3 may be given in this way, or instead be given by general notice in our branches, Principal Office and website.
- 21.8 This Condition 21 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.
- 21.9 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes and tell you where you can find a full copy.

22 Notices

- 22.1 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.
- 22.2 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.
- 22.3 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.

23 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) or as a result of our having to comply with any law.

24 Set off

- 24.1 We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage or a guarantee) which is due for payment but has not been paid. This is known as our right of set off.
- 24.2 We will not use our right of set off in relation to money in your account if we have grounds to think that any of the following apply.
- (a) The money is needed to meet your essential living expenses or payments due in respect of:
- mortgage or rental payments on your home;
 - your essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);
 - utilities (water, gas or electricity); or
 - court orders or legislation (for example, council tax, child support maintenance or court fees).
- (b) You are holding the money on behalf of someone else.
- (c) You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 24.3 If we propose to use our right of set off in relation to your account we will contact you at least 14 days beforehand to tell you this. We may during this 14 day period not allow any withdrawals from your account.
- 24.4 If we use our right of set off in relation to your account we will contact you promptly to tell you that we have done so.
- 24.5 Once we have used our right of set off in relation to money in your account, that money will cease to be yours and you will not earn any interest on it.

25 Companies, etc

- 25.1 If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. The application form has further details. We will also require evidence of identity and address for these persons. References in these Conditions to “you” or “your” in a context which indicate an individual person rather than a corporation will instead mean the authorised officer where appropriate.
- 25.2 Accounts in respect of unincorporated organisations, such as English partnerships and clubs, cannot be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. The application form has further details. Your attention is drawn to Condition 17 if there are joint account holders.
- 25.3 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.

26 Law

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

27 Language

All communications between you and us will be in English.

28 Financial Ombudsman Service

If you make a complaint and are not satisfied with the way we deal with it, you may be able to refer it to the Financial Ombudsman Service. Details about their service and how to refer a complaint to them can be found on their website at www.financial-ombudsman.org.uk.

29 Special Conditions - Instant Access Escalator Savings Account conditions

These additional conditions supplement and amend the Conditions set out above if you hold an Instant Access Escalator Savings Account with us. In the event of any inconsistency between these additional conditions and the Conditions, these conditions will apply.

29.1 Special terms about closing your account

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

- we will give you at least two months' written notice, or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), whichever is the longer;
- 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 mentioned above are:

- 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;
- you threaten, or are abusive towards, our staff;
- we receive notification that you have been made bankrupt;
- we reasonably suspect that the account is being used for an illegal purpose;
- the contract between us is void or unenforceable at law; or
- we have a legal obligation to close the account.

29.2 Using the courts

If you want to bring a claim against us in the courts, the courts of England and Wales will be able to deal with any questions relating to this agreement but if you live in another country, you can bring a claim in the courts which are local to you.

29.3 Special terms about changing the Conditions

If we make a change to any condition of your account under Condition 21.1 which is to your disadvantage, it will be effective only after at least two months' written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).

If we give you notice of a change under Condition 21.1 then, for a period of two months from the date of the notice, you have the right to switch the account or close it without having to lose any interest or pay additional charges. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

HARPENDEN BUILDING SOCIETY

Principal Office: Mardall House, 9-11 Vaughan Road, Harpenden, Hertfordshire, AL5 4HU

Telephone: 01582 765411

Website: www.harpendenbs.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority Firm reference number: 157260



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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
Firm reference number: 157260.