

GENERAL TERMS AND CONDITIONS FOR [BUSINESS]¹ DEPOSIT ACCOUNTS

November 2023

Harpenden Building Society Terms and Conditions for [Business] Deposit Accounts Information Section

Introduction

These terms and conditions (referred to as the “Conditions”) apply to all deposit 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. When you sign the application form you agree to both these Conditions and any special conditions for your account.

The account is for business use and not personal use.

You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Head Office, asking in person at one of our branches or looking on our website.

You should read these Conditions carefully. If there is anything in them you do not understand please ask us.

The Conditions 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 non-electronic withdrawals (Condition 9)
- How you can make electronic withdrawals (Condition 10)
- Unauthorised transactions (Condition 11)
- How we deal with mistakes and delays (Condition 12)
- Cheques (Condition 13)
- How you and we may close an account (Condition 14)
- How to check transactions on your account (Condition 15)
- Taxes (Condition 16)
- Transferring the account (Condition 17)
- How we deal with unclaimed balances and dormant accounts (Condition 18)
- Documents relating to the account and keeping your account secure (Condition 19)
- How we can change the terms and conditions that apply to the account (Condition 20)
- How we communicate with you (Condition 21)
- Matters beyond our control (Condition 22)
- Our right to use money in the account towards payment of other money you owe us (Condition 23)
- The law that will apply to the account and the language we will use (Conditions 25 and 26)
- What to do if you have a complaint (Conditions 28 and 27)

How to contact us

You can contact us by:

- visiting any of our branches;
- telephoning our helpline number 01582 765411;
- visiting our website 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 special conditions of the particular account.

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 at our website, <https://www.harpendenbs.co.uk/about-us/your-privacy/privacy-notice/> .

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.

HARPENDEN BUILDING SOCIETY

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

Telephone: 01582 765411

Website: www.harpendenbs.co.uk

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Terms and Conditions for [Business] Deposit Accounts

1 Introduction

1.1 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 deposit accounts and include your personal or other legal representatives (as relevant);
- “normal business hours” means 9am to 5pm; and
- “working day” means a day other than a Saturday, Sunday or bank holiday.

1.2 You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Head Office or asking in person at one of our branches or our Head Office or looking on our website. Our individual branch opening hours are available on our website www.harpendenbs.co.uk.

2 Membership of the Society

- 2.1 If you have a [business] deposit account you are not a member of the Society as a result of having 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.
- 2.2 A booklet “Your Rights as a Building Society Member” is available on request and a copy of the Rules is available on request.

- 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 your account application form.

3 Opening an account with us

- 3.1 To open an account with the Society, you must be incorporated and/or resident in the United Kingdom and you will normally need to provide:

- a completed, signed application form for the account you are opening;
- at least the minimum investment amount for the type of account; and
- proof of your identity and your address.

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 Please see our website for further information on acceptable ID documents:

[\[https://www.harpendenbs.co.uk/savings/identification/\]](https://www.harpendenbs.co.uk/savings/identification/).²

- 3.3 If you are a limited company or other type of corporation, you will need to authorise officers as '**Account Signatories**' to operate the account. The application form has further details about this. If you authorise an officer (in the case of a company or other corporation) or someone else who is not a named account holder to be an Account Signatory, you will need to give us identity documents relating to that signatory that meet our requirements. References in these Conditions to "you" or "your" in a context which indicate an individual person rather than a corporation will also mean the Account Signatory, where appropriate.

- 3.4 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 about this.
- 3.5 Please note that our accounts have eligibility criteria and we can refuse to open an account without giving any reason. There will not be any agreement between us until we have opened an account.
- 3.6 We will treat the account holder(s) as the owner(s) of the money in the account. [You are not permitted to hold money in the account jointly with someone else or in trust for someone else, unless we agreed this with you when you opened the account.]³
- 3.7 If another person tries to tell us that the money in the account belongs to them, or that you owe money to them, we will not give them any money unless:
- the law requires us to (for example, we are compelled to do so under a court order); or
 - we are informed that a payment has been made to your account by mistake and we follow the process set out in Condition 12.5.
- 3.8 As a building society we are required to prevent money laundering and other financial crime. This means we have to carry out checks, including identification and verification checks, when dealing with customers undertaking financial transactions.
- 3.9 When you open a new account, in most circumstances we will need you to give us the facts and documents to confirm your identity. In most circumstances, we will attempt to verify your identity electronically by matching any company and personal details you have provided to us, against a range of publicly

available records and credit records. Occasionally, we may not be able to match them so we will ask to see paper documents.

- 3.10 In order to help us with this process we may ask you to bring in a proof of name and a proof of address when you want to open a new account.
- 3.11 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.
- 3.12 In order to process your application for an account, we will perform credit and identity checks on you with one or more credit reference agencies. We may also make periodic searches at credit reference agencies to manage your account with us. To do this, we will supply your personal information to credit reference agencies and they will give us information about you. This will include information from your credit application and about your financial situation and financial history, credit reference agencies will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.
- 3.13 We will continue to exchange information about you with credit reference agencies while you have a relationship with us.
- 3.14 For more information about this (including details of the identities of the credit reference agencies we use, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with them), please visit our website: <https://www.harpendenbs.co.uk/about-us/your-privacy/> .
- 3.15 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 about this. 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.

What if I change my mind?

- 3.16 If you change your mind about opening an account and tell us within 14 days of opening it, we will give you your money back subject to the following provisions:
- cheques must be cleared before your money can be returned;
 - the latest date to tell us is the 14th calendar day from the date you opened your account;
 - you must tell us by letter. We will treat the posting date as the date you tell us; and
 - interest will be paid in accordance with Condition 7.

If you do not exercise your right to change your mind, you will continue to be bound by the Conditions.

4 Your personal details

- 4.1 The address that you provide on 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 You must tell us straightaway if an account holder, principle or Account Signatory has been removed or changed, otherwise we are entitled to process instructions on your behalf based on the mandate you have provided to us.
- 4.3 It is also your responsibility to notify us of any change of change of name, address, telephone number and email address (if you have told us you want to be contacted in this way). All notifications must be in writing.

- 4.4 You agree to produce evidence of any new name or address, if we ask you for it. If your account has a passbook, you must send or produce it to us so that we can note the change of details.
- 4.5 You agree to provide us with specimen signatures, if we ask for them.
- 4.6 If you have more than one deposit account with us, you must make sure that the registered address we have for you is the same in respect of each account.
- 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 back 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 organisation in respect of all savings and deposit 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 normally pay money into your account at

any of our branches office during branch opening hours, 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 by standing order. Please contact your local branch or our Head Office for details of the sort code and account number you will need to make the payment. If these payment details are not quoted correctly, there may be a delay in crediting the money to your account, or the money may be returned to the bank that sent it. We will not be responsible to you for any losses you suffer in these circumstances.
- 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 When paying in money by cash, you will need to produce your passbook or provide us with your account number.
- 6.6 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.
- 6.7 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.

- 6.8 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. Please see Condition 13 below for more information regarding payments made to your account by cheque.
- 6.9 You cannot pay money into your account in a currency other than Sterling (£).
- 6.10 You need to declare the source of the funds you deposit, the purpose of holding the account and the underlying source of wealth. We reserve the right to request additional information before allowing withdrawals.
- 6.11 If you're depositing client monies you're responsible for checking the identity of each client in accordance with UK anti-money laundering legislation. You also agree to provide us promptly with any due diligence that you've undertaken on your client at any time for up to six years after the account is closed.

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:
- on our website here:
[<https://www.harpendenbs.co.uk/savings/personal-savings-accounts/>];⁴
 - in any special conditions for the account;

- by calling us;
- by asking our staff at our branches; and
- by looking at notices in our branches.

You can find out the interest rate which applies to an account which is closed to new customers and/or closed to new deposits (which are sometimes referred to as 'closed issue accounts' in our product literature) by visiting our website here :

<https://www.harpendenbs.co.uk/savings/closed-accounts/>

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 the special conditions 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 7.5 to 7.8 below.

7.4 If your account balance is less than the minimum required for the account, you may not earn the advertised rate of interest. Instead, the money in your account may only earn our basic variable rate of interest until the balance returns to the same as

or more than the minimum required amount again. In some instances, your account may be closed. See Condition 5.2 for details of this.

Changes to interest rates

- 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). A change will always be appropriate and in proportion to the impact on us.
- 7.6 We can make a change to interest rates:
- to respond to changes in the law, regulations, statements or codes of practice or industry guidance or to decisions made by a court or ombudsman; or
 - to respond to changes in how much it costs us to provide accounts, including our funding costs, if relevant.
- 7.7 If the special conditions for your account state that the interest rate is variable, as well as the two reasons above, we can make a change to our interest rates:
- to respond to changes in the Bank of England base rate (or the nearest equivalent rate set by the Bank of England or any body which may, in the future, take over responsibility for interest rate setting from the Bank of England); or
 - to respond to changes in interest rates generally in the retail banking market; or
 - to maintain, increase or reduce margins between interest rates we pay our investors (savers or funds providers) and interest rates we charge our mortgage-holders. (We change the margins to raise funds and to attract and keep investors. This is to maintain our financial strength).
- 7.8 Except where the account is a fixed rate account, we can also

make changes to interest rates for any other reason that we reasonably believe to be fair and appropriate.

- 7.9 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.
- 7.10 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.
- 7.11 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;
 - 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%;
- 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 7.10.

- 7.12 If we notify you of a material reduction in the interest rate under

Condition 7.11, or if the change is made under Condition 7.8, 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;
- 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.

7.13 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.

7.14 The information on our website will be updated within three working days of an interest rate change.

8 Account charges

8.1 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 normal day-to-day running of your account we will tell you before we provide the additional product or service (except for charges in respect of unpaid cheques), or at any other time you ask. These charges are contained in our [Deposit Tariff of Charges information sheet].⁵

8.3 Charges incurred will be debited to your account. We will notify you before we do this. If you do not have sufficient cleared

funds in your account to pay for charges the account will go overdrawn (and, if it does, you will need to pay the amount by which the account has gone overdrawn back to us immediately).

- 8.4 You may be responsible for other charges and taxes (for example, income tax on your interest).

Changes to account charges

- 8.5 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) A change will always be appropriate and in proportion to the impact on us.

- 8.6 We can make a change to account charges:
- to respond to changes in the law, regulations, statements or codes of practice or industry guidance or to decisions made by a court or ombudsman;
 - to respond to changes in how much it costs us to provide accounts, including our funding costs, if relevant.

We can also make changes to charges for any other reason that we reasonably believe to be fair and appropriate.

- 8.7 Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 8.8 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.
- 8.9 If we give you notice of a change under Condition 8.8 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.

- 8.10 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.

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 A signed withdrawal form or an instruction received via our Online Banking facility will be required in order to make a withdrawal.
- 9.3 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);
 - from a passbook account, unless you produce the passbook at the time of withdrawal;
 - by cheque to anyone other than the named account holder(s).
- 9.4 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. Sometimes we may have to make further checks, with a view to preventing financial crime, which include checking that the instruction has come from you before we make the withdrawal. Occasionally this may lead to your withdrawal being delayed and, in some circumstances, we may not be able to make the withdrawal or we may need to close or prevent access to your account. We will always tell you if this is the case unless it would be unlawful to do so. We will not be responsible for any loss that

results from this.

- 9.5 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 unlawful activity affecting the account;
 - (b) it might cause us to act contrary to the law, regulation, code of practice, court order or other duty which applies to us;
 - (c) there is not enough money in your account or we have been put on notice of a dispute or we have notified you that we intend to exercise our right of set off;
 - (d) your instructions are unclear, incomplete or the details of the account you want it to go to are incorrect;
 - (e) circumstances beyond our reasonable control prevent us from offering a normal service (for example, machine, data processing or transmission link failure; industrial disputes; circumstances exist which lead us reasonably to believe our financial stability is under threat (such as rumours causing actual or potential abnormal levels of cash withdrawals)).
- 9.6 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. Where we think that urgent action is unnecessary, we will give you at least 7 days' notice before we refuse a withdrawal. In all other cases, we will do it without telling you first and will tell you immediately after. However, we can only tell you when it would not be unlawful to do so.
- 9.7 You will remain liable to make a payment even if we cannot take the money from your account due to it being closed or due to circumstances which were unusual or could not have been foreseen; which we were unable to control and despite all our

efforts we could not have avoided their consequences. This includes; machine, data processing or transmission link failure; industrial dispute; circumstances exist which lead us reasonably to believe our financial stability is under threat (such as rumours cause actual or potential abnormal levels of cash withdrawals).

9.8 Please also note that:

- we will not normally send cheques to anyone other than the account holder(s)
- we do not permit withdrawals to be made by direct debit or standing order.

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

Nominated accounts

9.10 You are permitted to have one nominated account for all accounts that you hold with the Society. Your nominated account must be a UK bank account in your name and can be used for withdrawals, subject to any special conditions of your account.

9.11 We may ask you to produce proof of ownership of your nominated account. You should make sure that your nominated account is able to receive electronic payments (for example, Faster Payments and CHAPS payments) as all transfers made by us to your nominated account are made electronically.

9.12 You can ask us to change your nominated account by coming into a branch however, the change will take up to 5 working days to take effect. We may ask you to produce proof of

ownership of your new nominated account. We will be unable to accept instructions for payments to be made to the new nominated account until this time period has elapsed however, you may continue to make payments to your original nominated account during this time.

10 Electronic withdrawals

10.1 If the specific conditions of your account allow, you may make electronic withdrawals from your account to a nominated account by way of:

(a) faster payments; or

(b) CHAPS (a same day payment service).

The Society does not offer the facility to transfer funds to any other account nor to an account outside of the UK.

10.2 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.

The following Conditions 10.3 to 10.7 relate to automated payments (an instruction to pay a specific amount on a specific date) by faster payment

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 to your nominated account by writing to us, in person at one of our

branches or our Head 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 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 your nominated 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 your nominated 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 5pm 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 Head Office or by telephoning 01582 765411. 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). You cannot cancel a payment that is to be made on the same working day as when you give us the instruction.

The following Conditions 10.8 to 10.13 relate to payments by CHAPS

- 10.8 We will only make a CHAPS payment if you have sufficient cleared funds in your account.
- 10.9 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 to your nominated account by writing to us or in person at one of our branches or our Head Office at any time up to 3pm 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 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 your nominated account on the same day.

- 10.10 A CHAPS payment cannot be cancelled once the instruction has been given to us.
- 10.11 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.
- 10.12 You remain liable to make a payment even if we cannot debit your account for any reason outside of our control.
- 10.13 For further details about how 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 Head Office or by writing to us at our Head Office, or by telephoning us on 01582 765411.

11 Unauthorised payment transactions

- 11.1 You must authorise transactions on your account. A transaction is authorised by you when you or an Account Signatory instruct us to carry it out in accordance with the procedures set out in these Conditions and in the special conditions for your account.
- 11.2 A transaction is not properly authorised by you if:
- 11.3 we reasonably believe that there may be fraudulent activity on

your account or other financial crime affecting your account

- there is a dispute (which we reasonably believe is genuine) about who owns or is entitled to the money in the account, or
- you cancel the payment within the available time period for cancellations.

11.4 If you have any reason to think that a transaction has occurred on your account without your authorisation, you must tell us as soon as possible and in any event within 13 months of the transaction. We are not obliged to investigate any unauthorised transaction or make any refund if you tell us more than 13 months after the date of the transaction.

11.5 If money is taken out of your account without you authorising it, this table shows how you may be responsible:

Situation	Will the payment be refunded?
If you or an Account Signatory have acted fraudulently	No, you're responsible for everything you lose
If or an Account Signatory have: <ul style="list-style-type: none"> • intentionally or extremely carelessly failed to take care of your security details or passbook • not told us your security details or passbook is lost or stolen • if you don't tell us that someone else used or tried to use your security details or passbook 	You're responsible for everything you lose up to the time you let us know about the loss, theft, use or attempted use. We'll refund payments made after that

In all other situations	<p>You're responsible for £35 maximum, but we'll refund you the full amount if:</p> <ul style="list-style-type: none"> • you couldn't have known that your passbook or security details were lost or stolen, or that someone tried to use them, or • the loss was caused by us or our employees
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11.6 If you notify us of an unauthorised payment transaction, and we are responsible for the loss, then we will refund the amount of the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a result of the unauthorised payment. We will process your refund no later than the next working day after you contact us.

11.7 If we have reason to suspect you or an Account Signatory of fraud, we may investigate before giving you a refund. If we decide to investigate, we will inform you of this no later than the next working day after you contact us. You must co-operate with us and with the police, if we need to involve them.

11.8 If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise, we will refund the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made, as explained in Condition 0.

11.9 If we make a refund and discover that you or an Account

Signatory did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your account.

12 Mistakes, delays and liability for losses

- 12.1 This Condition does not apply to payments made out of your account by cheque.
- 12.2 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 at all or is wrongly carried out. In this case, we will make reasonable efforts to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us, we will provide you with all available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment; 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; or
 - we can show that the payee's bank or building society received the correct payment and payee's details on time; or
 - we had reasonable grounds to delay processing your instructions; or
 - where it was not possible for us to process your instructions due to matters beyond our control, as explained in Condition

23.

- 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:
- the amount of such payment; and
 - the amount of any interest you should have received but do not receive; and/ or
 - any interest and charges you have to pay directly as a result of our mistake, delay or failure.
- 12.4 We will not have any liability to you under Condition 12.3 if any of the circumstances mentioned in Condition 22 caused the delay or failure.

Mistaken payments into your account

- 12.5 If a bank or building society tells us that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. We will deduct the amount of the mistaken payment from your account. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.

13 Cheque clearing

- 13.1 *Cheque clearing times:* When you pay a cheque into your account, it first appears in your account balance and will start to earn interest from the next working day after we receive it. But, it takes more time before you can withdraw the money

from a cheque. When the cheque is available for withdrawal it will show in the available balance for your account. The 'Cheque Central Clearing Cycle' normally takes 3 working days. However, because we're not a clearing bank, after you've paid in a cheque we need 5 working days before the funds are available for withdrawal.

13.2 There are industry minimum standards which provide you with a certainty that a cheque paid into your account is yours after 5 days ('certainty of fate'). Using the example below, the end of Monday (day 5) is the last day that a cheque paid into your account could be debited from your account without your permission. There may be certain legal, or other limited circumstances, where these standards cannot be applied and where payment or non-payment of a credited cheque may be delayed or even prevented. Below is an example of how the Cheque Clearing Cycle works.

13.3 If a cheque is deposited on a Tuesday (provided that it is a working day) it will be available for withdrawal on the following Monday at 9:00am.

Pay in Cheque (start earning interest)	Cheque processed	Withdraw money	Certainty of fate
Tuesday Day 1	Wed Thurs Fri Day 2 3 4	Monday at 9:00am Day 5	end of Monday Day 5

13.4 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 6 months.

14 Closing your account and ending this agreement

- 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. The special conditions for your account will describe any notice periods, charges or loss of interest which apply if you close it.
- 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;
 - we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.
- 14.3 The exceptional circumstances mentioned above may include:
- 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 verbally or physically abusive towards, our staff;
 - you use your account for day-to-day transactions;
 - we receive notification that you have been made bankrupt or insolvent;

- the conduct of your account raises issues relating to our ability to comply with anti-money laundering requirements;
- we reasonably suspect that the account is being used for (or is intended to be 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.

14.4 For some accounts, we may close them if the account balance drops below the minimum amount required. We may also close your account if it is dormant. For more information about dormant accounts see Condition 19.

14.5 If we close the account, we will contact you to tell you this and this agreement will end. The amount that we repay to you depends on any money that you may owe us as a charge or under our right to set off (see Condition 23). We may return any money to you by any means we consider reasonably appropriate.

14.6 If we close an account and repay your money to you, when we have sent the money, you will have no further right and will no longer be a member of the Society in relation to the account which we have closed.

14.7 If we close an account which has a nil balance or less, any right or interest or membership ceases when the notice to close the account expires.

14.8 If you are looking after an account for someone who has died, please contact us and we'll explain what to do. When a sole account holder dies, any restrictions on taking money out which normally applies to an account will not apply to closing the account.

15 How to check transactions on your account

15.1 You should check all statements and your passbook carefully. If

there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate the matter.

- 15.2 If money goes into your account in any month or year, but not out of it, we will not send you a statement.
- 15.3 Whenever you make an electronic payment out of your account, we will send you a payment notification in writing setting out the details of the payment within a month, unless:
- you have a passbook and you instruct the payment in branch. In that case, we will update your passbook in the branch; or
 - you have told us not to send you payment notifications.
- 15.4 If the only money going out of your account since your last statement is a regular outgoing payment of interest we will not provide a written statement or payment notification.
- 15.5 Information about payments (of any kind) into or out of your account can be provided on request at any time upon presenting your passbook for updating or by asking at a branch.
- 15.6 Replacement copies of statements or payment notifications can be provided on request. We may charge an amount to reflect our costs in producing copies, and will notify you of this cost at the time of your request. Please refer to Condition 8 for more details.

16 Taxes

- 16.1 Interest will be paid gross which means that is paid to you without deduction of tax. But we reserve the right to deduct tax before paying interest if laws and regulations come into force which require us to do so. In certain cases, HMRC may require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid.

- 16.2 We share tax information about you. If we believe you are a tax resident overseas or are a US citizen, we have to give information to HMRC about you and your account(s) with us.
- 16.3 It is your responsibility to declare the interest earned to the appropriate tax authority. You should seek appropriate advice about any changes in tax regulations and guidance.

17 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.

18 Unclaimed balances and dormant accounts

18.1 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).

18.2 Condition 18.1 is subject to any rules that may be made under any legislation.

18.3 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.

19 Account documents and account security

19.1 We may issue you with a passbook, certificate or other similar document relating to your account. You must take reasonable steps to keep your passbook and security details safe. If you do not, and someone takes money from your account without your permission, you could lose the money.

19.2 If we issue you with a passbook:

- 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 Head 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.

19.3 You must tell us as soon as possible if:

- you lose your security details or your passbook, if they are stolen or otherwise not secure any longer;
- you think someone else knows or might know your security details without your permission; or
- you think that someone else has gained (or may have gained) access to your security details or your passbook.

You can let us know in a branch or by calling us on 01582 765411 during our normal business hours.

19.4 If you report your security details or passbook as lost, stolen or no longer secure, you should not use them.

19.5 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; and/or
- restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft.

19.6 We can stop the use of your passbook, certificate or other similar document if:

- you have notified us that, or we reasonably believe that, your document has been lost, stolen, compromised, used without your authorisation or used fraudulently;
- we reasonably believe that we need to stop them to keep your account secure; or
- we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.

19.7 Provided it would not be unlawful for us to do so, or it would not compromise our reasonable security measures we will tell you that we intend to stop the use of your document as soon as we can, and why. If for any reason we are unable to notify you before we stop or block their use, we will notify you as soon as possible afterwards.

19.8 We will allow the use of your document, or we will replace it, as soon as possible after the reasons for stopping its use no longer apply.

19.9 Your passbook belongs to us. If we ask you to, you must return it to us.

Ways to protect your account

19.10 You can help prevent misuse of your account in these ways:

- When you call us, make sure that no-one can overhear you;
- taking care of your passbook, security details and other

- account information and letting us know as soon as possible if an entry seems to be wrong, your passbook is lost or your security details are compromised;
- letting us know as soon as possible, with supporting documentary evidence, of any change in your name, address, telephone number or email 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;
- taking care when disposing 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;
- never giving your account details or security details to anyone; and
- following any reasonable instructions which we give you or publish on our website and which are intended to help keep your account safe.

20 Changing these conditions

- 20.1 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.

- 20.2 Any change we make under Condition 20.1 will be proportionate to the circumstances giving rise to the change.
- 20.3 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.
- 20.4 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).
- 20.5 If we give you notice of a change under Condition 20.4 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.
- 20.6 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.
- 20.7 Notices under Condition 20.4 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 20.3 may be given in this way, or instead be given by general notice in our branches, Head Office and website.
- 20.8 This Condition 20 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.
- 20.9 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.

21 Notices and keeping in touch

- 21.1 How we communicate with you depends on the type of account you have. We can contact you about your account by personal notice or by published notice. The method we choose will be appropriate to your type of account or we will agree it with you. 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.
- 21.2 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 branches;
 - this will not make the notice invalid.
- 21.3 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.
- 21.4 You can contact us by:
- visiting any of our branches;
 - telephoning us on 01582 765411;
 - visiting our website: <https://www.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 special conditions of the particular account.

22 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.

23 Set off

- 23.1 We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage, loan or a guarantee) which is due for payment but has not been paid. This is known as our right of set off.
- 23.2 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.

24 Branch closures

If we plan to close or move your branch, we will tell you at least 12 weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

25 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.

26 Language

All communications between you and us will be in English.

27 Severance

If we cannot enforce any part of these Conditions or of the other contract terms about your investment, this will not affect our right to enforce the rest of these Conditions or other contract terms.

28 Complaints

- 28.1 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.

28.2 If you have a complaint you should in the first instance:

- call us on 01582 765411
- email us at enquiries@harpendenbs.co.uk.
- visit one of our branches
- Write to us at our Head Office

28.3 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

28.4 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

28.5 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.

28.6 Full details of our Complaints Handling Policy are available in all our branches, Head Office and on our website <https://www.harpendenbs.co.uk/complaints-procedure/>.

Financial Ombudsman Service

- 28.7 We are members of the Financial Ombudsman Service. This provides an independent service to consider complaints against its members. The Ombudsman will only become involved in your complaint if you are not happy with our final response letter.
- 28.8 You can contact the Financial Ombudsman Service :
- by telephoning them on 0300 123 9123 or 0207 964 1000
 - or by visiting their website www.financial-ombudsman.org.uk.
- 28.9 If your complaint relates to a payment service we have provided, you are also able to complain to the Financial Conduct Authority.
- 28.10 The Society is a member of the Financial Services Compensation Scheme. Some business and charities may be entitled to compensation from this Scheme.



Head Office Mardall House, 9–11 Vaughan Road, Harpenden, Hertfordshire AL5 4HU

Tel 01582 765411 | **Email** enquiries@harpendenbs.co.uk | **Web** harpendenbs.co.uk

Harpenden Building Society is authorised for investments by Trustees and is a member of the Building Societies Association.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Firm reference number: 157260.