

# Albion Cheque Account

## Important Information

### Opening your account

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

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

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

### Verifying your identity

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

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

### Existing customers

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

### Customer service and protection

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

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

The Society is authorised and regulated by the Financial Services Authority and our registration number is 164992. The Society holds a Consumer Credit Licence issued by the Office of Fair Trading and our licence number is 0623392. You can check this on the FSA Register by visiting the FSA website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

### How to contact us?

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

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

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

Our postal address is Banking Services Department, Leeds Building Society, Mercantile House, Silverlink Business Park, Wallsend NE28 9NY. You may also obtain information about our available accounts and current interest rates from our website, by calling 08450 50 50 74 or by asking at your local branch.

### Automated Payments can be made to your Albion Cheque Account in the following ways:

- Faster Payment, BACS and Standing Order, quoting sort code 08-61-19 and your Albion Cheque Account number.
- CHAPS and IMO, quoting sort code 40-27-15, account number 12440040 and your Albion Cheque Account number.

### Automated Payments can be made from your Albion Cheque Account in the following ways:

- Faster Payment, Standing Order, CHAPS and IMO.
- Direct Debit quoting sort code 08-61-19 and your Albion Cheque Account number.

### Albion Cheque Account Tariff of Fees and Costs

Copies of documents such as cheques or statements	£5 per item or page
Transfer of funds from your account by CHAPS	£20 per transfer
Transfer of funds from your account by IMO	£25 per transfer
Cheques credited to your account but returned to us unpaid by the paying bank or building society	£10 per cheque
Transfer of funds to cover cheques, Direct Debits and Standing Orders where there are insufficient funds	£25
Unauthorised overdraft monthly fee	£10
Stopped cheques (other than lost or stolen)	£5 per cheque
Cheques not paid due to uncleared funds	£25 per item
Standing Orders and Direct Debits not paid due to uncleared funds	£25 per item
Other charges may be applied to accounts that operate outside of the agreed account terms and conditions	These will be advised when charged

An interest rate of 1.98% per month (26.53% Equivalent Annual Rate) will apply to any unauthorised overdrawn balance.

## Albion Cheque Account Terms and Conditions

The following terms and conditions apply to your Albion Cheque Account. **Please read this literature and keep it in a safe place for future reference.** (Effective from date of account opening)

### Definitions

In these terms and conditions, unless the context requires otherwise:

“**Account**” means your Albion Cheque Account.

“**Automated Payment**” means any automated payment into your Account by Faster Payment, BACS, CHAPS, IMO or Standing Order or out of your Account by Faster Payment, CHAPS, IMO, Standing Order or Direct Debit.

“**Albion Cheque Account Tariff of Fees and Costs**” means the Society’s published list of Fees and Costs for the Account including debit interest which will be provided to you before you open the Account.

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

“**British Isles**” means England, Scotland, Wales and Northern Ireland.

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

“**Cheque Book**” means any cheque book we give or send to you to use with your Account.

“**Costs**” means all our costs and expenses incurred because you fail to fulfil an obligation under these terms and conditions including (but not limited to) the examples given in condition 14.

“**Direct Debit**” is an instruction you give to a payee to collect an amount directly from your Account.

“**Faster Payment**” is a way of electronically transferring funds from one account to another.

“**Fees**” means the fees we charge for any service we provide in connection with the Account including (but not limited to) the examples given in condition 14.

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

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

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

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

“**Standing Order**” means a payment from an account, usually on a regular basis, to a specified bank or building society account.

“**We/our/us**” means the Society.

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

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

### 1 Rights of enforceability

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

### 2 Joint Accounts

2.1 If the Account is held in joint names:

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

2.2 If you do not want us to accept either signature you must return to us your Cheque Book(s) together with any unused cheques and we will close your Account. You may then apply for new accounts in your sole names.

2.3 Unless you are the person whose name appears first in our records of your Account, by signing your Account application form you will be treated as having given notice under Section 185(2) of the Consumer Credit Act 1974 that, until further notice, we do not need to send separate statements to each of you.

### 3 Membership

3.1 Your Account is a share account. This means that you will become a shareholding member of the Society through holding the Account.

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

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

### 4 Operating your Account

4.1 Your Account must always be kept in credit.

4.2 Your Account is held entirely on your own behalf and the Society need not accept notice of any rights to, or interest in, the money in your Account. An Account will not be opened for anyone aged 17 or under.

4.3 All Cheque Books remain our property and must be returned to us on request. We may need to request the return of your Cheque Book to update your Account or for other purposes.

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

### 5 Payments to your Account

5.1 The minimum balance is £2,500 and must be maintained in order to receive interest at the rate detailed in Our Savings Accounts Rates and Features Leaflet. The maximum investment and operating balance is £1,000,000 (£2,000,000 for joint accounts).

5.2 Payments into your Account can only be made by cheque, postal order, internal transfer from another Society account or by way of Automated Payment. Cheques and postal orders can be paid in at any branch of the Society. Cheques and postal orders can also be sent to the Society by post for the credit of your Account. We are not responsible for cheques, postal orders or any other items lost in the post. When you pay in money by cheque:

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

5.3 When you pay money into your Account by Automated Payment from another bank or building society account or from another account with the Society, interest is paid from the day of receipt of the payment into your Account.

5.4 When money is paid into your Account by Automated Payment, provided the payment is received by us prior to 3pm on a Working Day you will be able to withdraw the funds that day, subject to our normal opening hours. Otherwise, you will be able to withdraw the funds on the next following Working Day, subject to our normal opening hours.

5.5 When money is paid into your Account by internal transfer from another Society account, you will be able to withdraw the funds immediately, subject to our normal opening hours.

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

- cash;
- foreign currency (except by way of IMO in accordance with condition 6.11);
- foreign currency travellers cheques;
- cheques from foreign banks;
- cheques in a foreign currency.

### 6 Withdrawals

6.1 You can only make withdrawals from your Account in the following ways:

- Automated Payment;
- cheque;
- internal transfer to another Society account.

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

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

6.4 We will debit your Account with the amount of:

- any cheques you write;
- any Automated Payments you have instructed us to pay and authorised;
- cheques paid into your Account which are subsequently returned unpaid;
- any Fees and Costs which are incurred in the operation of your Account;
- any direct loss or expense which the Society suffers in connection with your Account following a breach by you of these terms and conditions;
- any sum taken from your account in accordance with condition 6.13;
- any other transaction which you have authorised.

6.5 Before a withdrawal is made from your Account, this must be authorised by you in one of the following ways:

- by requesting a building society cheque withdrawal or an internal transfer to another Society account;
- by providing your Account details and completing any necessary formalities to arrange an Automated Payment from your Account (such as completing a Direct Debit Mandate);
- by presenting a completed cheque to any party.

Where appropriate, the authorisation of an Automated Payment can include authorising any single payment, a series of recurring payments (including payments for an indefinite period such as a regular Standing Order) or pre-authorising a future payment of an uncertain amount such as a Direct Debit.

6.6 In the event that an Automated Payment is not authorised in accordance with condition 6.5, you may authorise the payment after it has been made by providing consent to us verbally or in writing.

6.7 Your instructions and authorisation for an Automated Payment may not be withdrawn (or revoked) after the point in time at which your instructions and authorisation for the payment have been received by us. However, in respect of future dated Automated Payments (such as future Standing Order payments or Direct Debit instructions) your instructions and authorisation to make the payment may be withdrawn if you give notice to us and to the payee (where relevant) provided the notification of cancellation is received by us no later than close of business on the Working Day before the date set for execution.

6.8 Where we receive your instructions and authorisation in accordance with condition 6.5 to carry out an Automated Payment and your instructions and authorisation are received before 3pm, we will treat your instructions to make the payment as having been received that day. For any instructions and authorisation received after 3pm, or received by us on a non-Working Day, your instructions and authorisation will be treated as having been received by us on the next following Working Day. For example, if we receive your instructions and authorisation to make a BACS payment at 3.30pm on Tuesday, we will treat your instructions to make the payment as having been received on Wednesday for the purposes of determining when the money is transmitted (provided both Tuesday and Wednesday are Working Days). Where you are setting up a Standing Order to pay someone for the first time we will not treat your instructions and authorisation as having been received until we have completed our process for setting up the payment.

6.9 Any instructions and authorisation received on a non-Working Day are deemed received on the next following Working Day.

6.10 Where you have instructed and authorised us to make an Automated Payment out of your Account the money will be available to the payee:

- (unless the Automated Payment is initiated by way of a paper-based authorisation process) within 1 Working Day of the day after we receive your instructions under condition 6.8;
- where the Automated Payment is initiated by a paper-based authorisation process within 2 Working Days of the day after we receive your instructions under condition 6.8;
- for any Automated Payments transmitted from the United Kingdom to another country within the European Economic Area, within 4 Working Days of the day after we receive your instruction under condition 6.8;
- for any Automated Payments transmitted outside the European Economic Area, these timings do not apply. Please ask at your local branch or call our Customer Helpline for details.

Subject in each case to the provisions of condition 6.8 where your instructions and authorisation are received after 3pm.

6.11 If you pay money into or out of your Account by IMO in a foreign currency, we will change the amount of the payment into pounds sterling on the date that we pay it out of or receive it into your Account. We may also make a charge for this service as set out in Albion Cheque Account Tariff of Fees and Costs. We can make immediate changes to the exchange rate used to convert foreign currency. Further details of the applicable current exchange rate can be obtained by calling our Customer Helpline on 0113 225 7777.

6.12 If you wish to set up a Standing Order you should write to us with your instructions or call into your local branch and provide us with your instructions.

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

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

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

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

## 7 Blocking the Account

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

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

Provided it would not be unlawful for us to tell you why we refused to authorise an Automated Payment, we will notify you either verbally or in writing when we have done this at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee under condition 6.10. Following receipt of this notification you can contact us at any of our branches or by calling our Customer Helpline for details of how to rectify any errors. If an Account is blocked for any of the reasons listed in condition 7(a) to (e), it will not be possible to make deposits or withdrawals.

## 8 Cheques drawn on the Account from your Cheque Book

- 8.1 We reserve the right to refuse to pay a cheque which you have written where the cleared balance in your Account is insufficient and payment would cause the Account to become overdrawn.
- 8.2 We reserve the right to refuse to pay a cheque if there are any unsigned alterations to the cheque or the cheque is not fully completed or the signature on the cheque does not match that supplied to us on your application form.
- 8.3 We can transfer cleared funds from other accounts held in your name to pay a cheque where there are insufficient funds available in the Account.
- 8.4 We will only pay cheques you write from your Cheque Book.
- 8.5 You must not alter any of the words pre-printed on your cheques, including the account payee crossing.
- 8.6 You must write all cheques clearly to reduce the risk of forgery.
- 8.7 You must not write a future date on your cheques. If you do, we can still pay the cheque before the date shown and we will not pay you for any loss which you suffer because of early payment.
- 8.8 We may debit your Account with a cheque which you have written even if the date on that cheque is more than 6 months before the date we receive it for payment.
- 8.9 You can stop a cheque if you tell us to do so before we receive it for payment. A Fee will be charged for this (detailed in our Albion Cheque Account Tariff of Fees and Costs).
- 8.10 You must not let anyone else use your Cheque Book.
- 8.11 If you ask us to do so, we will issue a second Cheque Book, provided your Account is held in joint names.

## 9 Interest

- 9.1 Interest will normally be paid after deduction of income tax at the relevant rate. However, if you do not have to pay income tax, interest may be paid gross (i.e. without deduction of tax) if you provide us with the appropriate completed HM Revenue & Customs form. These forms are available from your local branch or our Customer Helpline. Completed forms may be handed in at your local branch or sent to our Customer Services Tax Team, Leeds Building Society, 105 Albion Street, Leeds LS1 5AS.
- 9.2 If the Account is held in joint names and one account holder is entitled to gross interest then interest will be credited to the account holders in equal proportions provided that a completed HM Revenue & Customs form is received.
- 9.3 Interest payments are ordinarily calculated several days in advance of the actual payment. If transactions occur after the preparation of the interest calculation they will not be taken into account until the next interest payment date. It may be necessary to adjust your capital balance to compensate for any overpayment of interest if withdrawals have taken place in this period.
- 9.4 We will pay interest on any credit balance on your Account at variable rates set by us from time to time. Details of rates applying at account opening are detailed in Our Savings Accounts Rates and Features Leaflet. We also have a 24 hour Investment Interest Rateline, telephone 08450 50 50 74, calls are charged at local rates. Details of interest rates are also available on our website.
- 9.5 Interest is calculated daily and credited to your Account annually on 1 June.
- 9.6 You will continue to earn interest on amounts invested up to and including the day before withdrawal.
- 9.7 If your Account becomes overdrawn, we will charge you interest at our unauthorised overdraft interest rate. This is a variable rate and is set out in our Albion Cheque Account Tariff of Fees and Costs. Interest is calculated daily on the overdrawn balance of your Account and will be applied on the 23rd of the month as applicable.
- 9.8 Subject to condition 9.10, we can vary the interest rates applicable to your Account at any time for any of the reasons specified in condition 9.9 by giving you at least two months notice in writing at the last address known to us. Where we give you notice under this condition 9.8, the change will automatically take effect and you will be taken to have accepted the change unless you notify us that you do not agree to the change as soon as possible and in any event by the end of the two month period. If you notify us that you do not agree to the change, we will take this as notification that you wish to close the Account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 9.9 We can change the interest rates at any time if we believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
  - (a) to respond, in a proportionate manner, to changes in the Bank of England Base Rate or changes generally in the interest rates offered by our competitors in the personal savings market;
  - (b) to enable us to maintain the competitiveness of interest rates charged to our borrowers or paid to the providers of funds to us, while having regard to the interests of our investors, in the interests of our business as a whole;
  - (c) to manage margins between interest rates charged to our borrowers and interest rates paid to our investors, or the providers of funds to us, in the interests of our business as a whole;
  - (d) to respond, in a proportionate manner, to any increase or reduction in costs reasonably incurred by the Society in operating its personal savings business;
  - (e) to enable us to maintain our financial strength in the interests of all our customers;
  - (f) to enable us to harmonise, in a reasonable manner, the interest rates being paid to investors following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with another savings provider or deposit taker;
  - (g) to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - (h) for any other valid reason.
- 9.10 Condition 9.8 does not apply to any change in the interest rate applied to the Account where:
  - (a) the change is to your advantage; or
  - (b) the interest rate applied to your Account is linked to a Reference Rate and a change in the interest rate occurs as a result of a change in the Reference Rate.

Where we make a change to the interest rate applied to your Account under this condition 9.10 the change will be applied to your Account immediately and will be publicised on our website, in our branches and on our 24 hour Investment Interest Rateline.

## 10 Account closures

- 10.1 Your Account will remain open until it is closed by either you or us in accordance with this condition 10.
- 10.2 From the date of Account opening, or (if later) the date you receive these terms and conditions on paper or electronically, you have 14 days to notify us (in writing) at Banking Services Department, Leeds Building Society, Mercantile House, Silverlink Business Park, Wallsend NE28 9NY if you are not happy with your choice of account. Within that period we will, if instructed by you, refund your investment with interest from Account opening or, subject to eligibility, transfer the investment to another account of your choice without applying any Fees, Costs or other charges associated with early withdrawal which would otherwise be due.

10.3 If you wish to close your Account you must first:

- (a) give us notice;
- (b) return all unused cheques along with any Cheque Book(s) issued; and
- (c) pay all amounts you owe us on your Account, including any Fees and Costs due.

10.4 We can at our discretion close your Account and terminate this agreement at any time by giving you at least two months individual notice sent to the last known address to us unless the relationship between you and us has irretrievably broken down (for example, you have been threatening or abusive to staff) in which case we will treat you as being in breach of these terms and conditions and can immediately terminate this agreement with you and close your Account. If we terminate this agreement and close your Account we will return your investment to you with any interest we owe on your Account.

10.5 We can close your Account immediately if we receive notice of your death, bankruptcy or mental incapacity.

10.6 If we close your Account you must return all Cheque Books and any unused cheques and pay all amounts you owe us on your Account, including any Fees and Costs due.

10.7 If you want to transfer your Account to another person you need to have our prior approval which is at our discretion. Only the named account holder(s) has any rights to the investment or the right to operate the Account held with the Society.

10.8 If your Account has a balance of less than £100 and has not been used to deposit or withdraw money for three years or more, we can close the Account and retain the balance if we cannot trace you after reasonable enquiry. If you then contact us at a later date requesting that the Account be re-opened we shall not unreasonably refuse such a request (providing that you supply us satisfactory proof of your identity). If we agree to re-open the Account you will not have continuous membership. We may change the Account to a different account type, and credit interest accordingly, or else repay the Account balance to you with interest.

10.9 If you have money in a dormant Account, this will always be your property, or if you die, it will become part of your estate no matter how many years have passed.

10.10 We can close your Account and transfer the money to the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008 if:

- (a) we have not been able to find you after making reasonable attempts; and
- (b) you have not taken any money out of your Account or paid any money into it for the past 15 years.

10.11 If we close your Account under condition 10.10, we will re-open the Account if:

- (a) you ask us to; or
- (b) we think it is reasonable to re-open it.

If we re-open your Account, we will pay back any money which was in the Account when we closed it, together with any interest which the money would have earned if the Account had stayed open in the meantime. We will reclaim this money back on your behalf from the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008.

## 11 Misuse of your Cheque Book(s)

- 11.1 You are not entitled to overdraw your Account. You may not use your Cheque Book if the value of the cheque will exceed your available cleared balance.
- 11.2 If your Account becomes overdrawn, we will apply an unauthorised overdraft interest rate. This interest rate is set out in our Albion Cheque Account Tariff of Fees and Costs.
- 11.3 The Society may suspend or cancel the Cheque Book at any time without informing you if the Society believes that the Cheque Book is being misused including use for any illegal purpose.
- 11.4 If someone other than you uses the Cheque Book dishonestly, in circumstances where you have acted dishonestly or without reasonable care, and money is withdrawn from your Account, you will be liable for the withdrawal.

## 12 Loss or theft and use of your Cheque Book(s)

- 12.1 You should check your Cheque Book regularly. If you discover that your Cheque Book is missing, lost, stolen or might be being used by someone else, you must tell us as soon as possible by contacting your local branch or our Customer Helpline on 0113 225 7777. In the case of a lost or stolen Cheque Book you will be issued with a new Cheque Book after you have given such evidence of loss and proof of your identification as we may reasonably require and paid a fee if we reasonably require this.
- 12.2 We will accept telephone notification of lost Cheque Book(s) but you must write to the Society to confirm your instructions.
- 12.3 We will not order a replacement Cheque Book until we have received your written confirmation that the Cheque Book has been lost or stolen, and if any such Cheque Book is recovered, that you will immediately return it to the Society.
- 12.4 We may give the police or any other prosecuting authority any information we consider relevant.
- 12.5 In the case of any disputed cheque transaction, the burden of proving fraud or that you acted without reasonable care, or that the Cheque Book has been received by you, will lie with us. In such cases, we shall expect you to co-operate with us in our investigations.
- 12.6 You must not use the Cheque Book once it has been reported lost or stolen. If you do use your Cheque Book then the Society may withdraw the relevant funds from your Account notwithstanding that you have agreed not to use it.

## 13 Statements and information

- 13.1 We will issue you with a statement at least once a year or monthly where there has been a transaction in the previous month. We may charge for duplicate requests, please see our Albion Cheque Account Tariff of Fees and Costs. Your statement will include the following information: a reference enabling you to identify each transaction (and where appropriate information relating to the payee); the amount of the transaction; any charges for the transaction, and the date of the payment into or out of the Account.
- 13.2 You must check your statements regularly and tell us as soon as possible of any disputed entry. Please see conditions 16 and 17 for further details in relation to disputed transactions.
- 13.3 You can request a copy of these terms and conditions, Our Saving Accounts Rates and Features Leaflet and our Albion Cheque Account Tariff of Fees and Costs at any time free of charge.

## 14 Fees and Costs

- 14.1 The Society will not charge for normal use of cheques or Automated Payments (except for CHAPS and IMOs), debited to the Account where the Account remains in credit after the relevant amount is debited. However, the Society reserves the right to apply Fees and Costs, if the Society provides other services to you in connection with your Account, or if you do not comply with these terms and conditions, or if your Account does not remain in credit after the relevant amount is debited.
- 14.2 (a) Where we charge a Fee because you ask us to provide a service in connection with the Account, whether to you or anyone else and the amount of the Fee is set out in our Albion Cheque Account Tariff of Fees and Costs, it may only be changed in accordance with conditions 14.6 and 14.7. Examples of activities we may charge a Fee for under this condition include (but are not limited to):
  - cheques credited to your Account which are unpaid;
  - transfers of funds to cover cheques, Direct Debits and Standing Orders where there are insufficient available funds;
  - unauthorised overdrafts;
  - unauthorised overdrafts resulting from the misuse of the Cheque Book;
  - stopped cheques.(b) Where we incur a Cost because you fail to fulfil an obligation you have under these terms and conditions, you must pay us all reasonable Costs which we reasonably incur as a result of your failure. Where we have made a genuine pre-estimate of the expenses we are likely to incur, the amount of the Cost we will charge is set out in our Albion Cheque Account Tariff of Fees and Costs and may only be changed in accordance with conditions 14.6 and 14.7. Examples of activities we may charge for under this condition include (but are not limited to):
  - cheques drawn on your Account which are unpaid;
  - unpaid Direct Debits;
  - unpaid Standing Orders.

- 14.3 Where a Fee for a particular service is not set out in our Albion Cheque Account Tariff of Fees and Costs, we will tell you the Fee for any other service or product before we provide that service or product and at any time you ask.
- 14.4 Whilst your Account remains overdrawn, we will charge an unauthorised overdraft Fee (detailed in our Albion Cheque Account Tariff of Fees and Costs).
- 14.5 Before we debit an unauthorised monthly overdraft Fee or debit interest on unauthorised overdrawn balances to your Account, we will give you at least 14 days notice of how much we will debit.
- 14.6 We can vary the Fees and/or Costs set out in our Albion Cheque Account Tariff of Fees and Costs, charge new or different Fees or Costs or change how you have to pay the Fees or Costs for any of the reasons specified in condition 14.7 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 14.6, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. If you do not agree to the change you can close your Account. If you notify us that you do not accept a change, we will take this as notification that you wish to close your Account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 14.7 We can at any time vary the Fees and/or Costs set out in our Albion Cheque Account Tariff of Fees and Costs in accordance with the notice provisions in condition 14.6 for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities;
  - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
  - to respond, in a proportionate manner, to changes we may reasonably make in the activities we carry out or to carry out new activities;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - to enable us to harmonise, in a reasonable manner, the Fees and Costs concerned following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another deposit taker or savings provider;
  - to correct an error, if it is reasonable to do so;
  - to enable us to maintain our financial strength in the interests of all our customers;
  - to respond, in a proportionate manner, to increases in inflation;
  - if we have not previously charged, or charged the full cost, for any activity or service, to reflect the costs which we reasonably incur in carrying out the activity or service;
  - for any other valid reason.

#### 15 Changes to these terms and conditions

- 15.1 We can vary these terms and conditions at any time for any of the reasons set out in condition 15.2 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 15.1, the change will automatically take effect and you will be taken to have accepted the change unless you notify us that you do not agree to the change as soon as possible and in any event by the end of the two month period. If you notify us that you do not agree to the change, we will take this as notification that you wish to close the Account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 15.2 We may vary these terms and conditions for any of the following reasons:
- to respond, in a proportionate manner, to changes in the products or services we provide or the way we provide these;
  - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - to correct errors, if it is reasonable to do so;
  - if we reasonably believe the change is necessary in the interests of our business as a whole;
  - if the change is to your advantage;
  - for any other valid reason.

#### 16 Liability

- 16.1 Where an Automated Payment is properly authorised in accordance with condition 6.5, we are responsible for its correct execution unless we can prove that the error was due to the fault of the payee's bank or building society. Where we are liable for an incorrectly executed Automated Payment out of your Account we will restore your Account to the state in which it would have been had the defective payment not taken place in accordance with condition 17. Where we are liable for the misallocation of funds in to your Account we will restore your Account to the state it would have been in if the payment had been correctly allocated.
- 16.2 Provided that you properly notified us in accordance with condition 12.1 if you believe your Cheque Book is missing, lost, stolen or might be being used by someone else (unless it is used by you or on your behalf), your maximum liability for unauthorised payments is £50.
- 16.3 There will be no limit on your liability where you have acted fraudulently or been grossly negligent in failing to comply with condition 12.1.
- 16.4 Unless you have been fraudulent or grossly negligent, you will not be liable for any losses incurred in respect of unauthorised transactions:
- occurring after notification of the loss of your Cheque Book under condition 12.1; or
  - where we failed to provide a notification process to allow you to report the potential misuse of your Cheque Book unless the failure to provide the service was beyond our reasonable control; or
  - before you received any Cheque Book.
- 16.5 Where you wrongly identify the person and/or account (including account number and sort code) to which an Automated Payment should be made, we will make reasonable efforts to recover the payment made, but we will not be liable for any losses which may be incurred by you.

#### 17 Refunds

- 17.1 You may be entitled to claim a refund in relation to an Automated Payment where:
- the payment was not authorised by you in accordance with condition 6.5; or
  - we are responsible for the transaction which has been incorrectly executed and you have notified us in accordance with condition 17.3.
- 17.2 Direct Debit refunds will be made in accordance with the UK Direct Debit Scheme Rules and the UK Direct Debit Guarantee.
- 17.3 If you become aware of an Automated Payment which has not been properly authorised or has been incorrectly executed on the Account you must notify us by calling our Customer Helpline on 0113 225 7777. This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date of the Automated Payment. If you do not notify us within these timescales you will not be entitled to a refund under this condition 17.
- 17.4 If you are entitled to a refund we will reimburse you for any interest and charges you have incurred as a result of the incorrect execution. We will not be responsible for any losses which are not directly associated with the incorrect execution of the Automated Payment, for example, any liability you incur to a third party for late payment.
- 17.5 In the case of a disputed Automated Payment the burden of proving fraud or gross negligence will lie with us.

#### 18 Confidentiality

- 18.1 We will only give details of your Account or personal details to anyone else if:
- you have specifically requested or consented to the disclosure; or
  - the law requires us to do so; or
  - our interests make disclosure necessary; or
  - we have a public duty to disclose.
- Your application form may include a declaration requesting your consent to disclosure for particular purposes.

18.2 In particular we may disclose details to credit reference agencies if:

- you owe us money on your Account;
- we have asked you in writing to pay this money;
- you do not dispute that you owe us money; and
- you have not made satisfactory arrangements for repayment.

We will give you 28 days notice before we do so. Credit reference agencies may make available your payment history information to other financial services organisations which may then affect your ability to obtain credit.

- 18.3 If you agree (e.g. by signing the application form for your Account if it includes the appropriate declaration), we may give credit reference agencies other information about your Account.
- 18.4 If, after opening your Account, you would like to exercise the right to refuse receiving information about additional services and products, please contact your local branch or call our Customer Helpline.

#### 19 General

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

#### 20 Applicable law and jurisdiction

- 20.1 The relationship between you and the Society is based upon the laws of England and Wales.
- 20.2 The terms and conditions of your Account are subject to the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 20.3 The terms and conditions of your Account and all documentation relating to your Account are supplied in English. All communications issued by the Society will be in English.

**Large text, Braille and audio tape versions of our brochures are available on request.**