

# Branch Savings Account Conditions

## Welcome to Nottingham Building Society

These Branch T&Cs apply to all our savings accounts except online savings accounts. Please read them carefully. Once you've done this, keep them in a safe place in case you need to refer to them later.

Online savings accounts have their own conditions, which you can find here: [Terms and conditions](#)

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## 1. What makes up your agreement with us?

Your agreement with us is made up of:

1. The product terms or fact sheets for your account (we call these “special conditions”).
2. The interest rate(s) that apply to your account(s).
3. Any document we publish about account charges.
4. The branch conditions (you’re reading them).
5. The Nottingham Building Society Rules, which you can access via the link below in the definitions.

We’ll call all of these documents together the “T&Cs”.

If there’s a contradiction between any of these documents, the earliest listed document above is the one to follow.

### Need help with the jargon?

Although not part of the T&Cs, you can check out our Glossary of savings terms, which explains some of the financial terms you might see in these T&Cs in more detail: [www.thenottingham.com/savings/savings-guides/understanding-savings-terms](http://www.thenottingham.com/savings/savings-guides/understanding-savings-terms)

### Contacting each other

#### How we’ll contact you

When we say we’ll contact you, we’ll do it in one of the following ways, depending on your contact preferences:

- By email, letter or text
- By sending you a secure message, notice or push notification through the app or your online banking

Whenever we say “in writing”, we mean by email or secure message (or, where these are not available, by post).

We will communicate general updates by displaying the information on our website or the app.

At any other time we may also contact you by phone or other way that may be appropriate.

#### How you can contact us

You can contact us by:

- **Visiting a branch.** Find your nearest one here: [www.thenottingham.com/branches](http://www.thenottingham.com/branches)
- **Giving us a call** on 0344 481 4444

## 1.1 Key terms

Here’s what we mean when we use certain words in these T&Cs:

**Account** - That’s your Nottingham Building Society branch savings account.

**Normal opening hours** - This is whenever your local branch is open. Typically, we’re open from 9:30am–4:30pm Monday to Friday, and 9:00am–12:00pm on Saturdays. These hours might change and might be shorter during holidays like Christmas and the new year.

Check our website for opening-hour updates:

[www.thenottingham.com/branches](http://www.thenottingham.com/branches)

**Rules** - The Nottingham Building Society Rules and Memorandum, outlining your rights as a member of Nottingham Building Society. You can find them here: [www.thenottingham.com/about-us/rules-and-memorandum](http://www.thenottingham.com/about-us/rules-and-memorandum)

**The Society, we, us, our** - That’s Nottingham Building Society (us) and anyone we transfer our rights to in the future. Our Head Office is at Nottingham House, 3 Fulforth Street, Nottingham, NG1 3DL.

**Working day** - That’s any day that isn’t a Saturday, Sunday or a public/bank holiday.

**You and your** - That’s you. It also includes your personal or legal representatives.

## 2. What membership means for you

### 2.1 You’re part of the Society

By opening an account with us, you become a member of Nottingham Building Society. That means our Rules apply to your account, outlining your rights and responsibilities as a member.

### 2.2 The Charitable Assignment Scheme

If you opened your savings account on or after 30 January 1999, you’re automatically part of our Charitable Assignment Scheme.

Being part of the scheme means that if we transfer our entire business to another company (a ‘conversion’ or ‘takeover’), any windfall benefits you get, like special rights from the transfer, will be donated to charity instead.

We’ll provide you with more information when you open an account.

## 3. Your account

### 3.1 Confirming your identity

As part of opening an account, we need to confirm who you are. We often do this online by checking your details

against public records and credit files. To make this happen, we work with trusted third parties.

### 3.2 Will this affect my credit score?

No. Our checks might leave an anti-money laundering/ID footprint on your credit file. This won't appear in a credit search or impact your ability to get credit. We don't see your full credit history – just the bits we need to confirm your identity.

### 3.3 If we can't confirm your identity electronically

If electronic checks fail, like when you've just moved house or lack a credit history, we'll ask for documents to verify your identity and address.

### 3.4 Additional checks

Sometimes, we may need to double-check your identity to comply with our legal obligations. This might involve further searches with credit reference agencies.

### 3.5 If we receive money before completing identity checks

If you send us money before we've confirmed your identity, we may return it or hold it until our checks are satisfactorily completed.

### 3.6 Personal use

Your account is for personal savings only, so you can't use it for:

- running a business (sole trader, company, partnership, etc.)
- clubs, charities, trusts or nominee accounts
- acting as an executor

### 3.7 Who can open an account?

To open an account, you must be a UK resident and 18 years or older (unless your special conditions say otherwise).

Unless you tell us otherwise, your registered address will be the address on your application form. If you have multiple savings accounts with us, your registered address must be the same for all of them.

### 3.8 Keeping your details updated

If any of your details change, let us know as soon as possible so we can still contact you. You can do this in the following ways:

#### If you change your...

<b>Name</b>	You'll need to visit us in branch and bring your ID.
<b>Address</b>	You'll need to visit us in branch or tell us in writing or over the phone (we may ask for proof of your new address).
<b>Phone number</b>	You'll need to visit us in branch or give us a call.
<b>Email</b>	You'll need to visit us in branch or give us a call.

If you have a passbook, you'll need to bring this into branch with you or securely send it to us by post so that we can update it with your new details.

### 3.9 Moving abroad? Here's what happens

The registered address on your account can't be changed to a non-UK address.

If you have an ISA account, you'll need to refer to your special conditions, which will tell you what to do if you are planning to move abroad.

For all other accounts, if you tell us you're moving abroad, we'll close your account and return your balance to you in the following ways:

<b>If your balance is under £5,000</b>	You'll receive a cheque or cash.
<b>If your balance is over £5,000</b>	We'll send the money via cheque, unless you have asked us to make a CHAPS payment (a fast and secure electronic transfer). A fee may apply to CHAPS payments.

### 3.10 Sign here, please

We might need a specimen signature from you, which is a sample of your signature that we keep. This allows us to verify your signature on other documents relating to your account from time to time.

If we ask you to provide a specimen signature, you agree to provide one.

### 3.11 Changed your mind? No problem

If you no longer want your account, you can cancel it up to 14 days after the day it was opened. If you didn't receive these T&Cs until after you opened your account, you'll have 14 days from the date you do receive them. The right to cancel your account doesn't apply to fixed-rate accounts (except fixed-rate cash deposit ISAs).

If you don't cancel your account within 14 days, it will continue until you close it in accordance with these T&Cs.

To cancel, tell us by phone or in person at a branch. We'll treat the date you tell us as your cancellation date.

You can also write to us, and we'll treat the posting date as your cancellation date.

If you cancel your account, we'll return the money you paid into your account and any interest that was earned, but if you paid money into your account by cheque, it must clear first before we can return your money.

## 4. Account documents

### 4.1 Keeping your account documents safe

If we give you a passbook, certificate or other account document, you must:

- keep it safe, and let us know immediately if it's lost or stolen by visiting us in branch or calling us
- return it to us for updates or other reasons if we ask you to
- show it whenever you request a withdrawal from your account
- not make entries in your passbook, or allow anyone other than us to make entries in it

Your account documents belong to us, but you hold onto them.

### 4.2 Your passbook is your account record

If we give you a passbook, this will keep track of your transactions, so it's essential to check it regularly. You should bring it to a branch or send it to us whenever you make a transaction on your account or change your account details, so that we can keep it up to date.

If you spot a mistake in your passbook, you must let us know immediately. Visit a branch or call us so we can sort it out quickly.

If the amount of your account balance stated in your passbook is different from the account balance as it appears in our internal banking systems of record, then the balance from our banking systems will apply (except where you can prove this is an obvious error).

### 4.3 Your unique account number

We'll give you a unique account number when you open your account. Please quote this number whenever you contact us about your account.

### 4.4 Statements and payment notifications

Need a statement or payment notification? Just ask. We'll give you one free of charge.

### 4.5 When we may suspend the use of your document

We can suspend the use of your account document if:

- we're required to do so by law, a court order, regulation, or a regulator or Ombudsman instructs us to do so
- you've told us (or we have reason to believe) that it's been lost, stolen, compromised or misused.

### 4.6 How we'll inform you

If we can (for example, if we are not prevented by law or by our financial or security processes), we'll tell you in advance that we are suspending the use of your account document and explain the reason for the suspension.

### 4.7 Getting your document back in use

Once the reason for stopping your document's use no longer applies, we'll allow its use again or issue a replacement as soon as possible.

### 4.8 Replacing lost or stolen documents

We may issue a replacement if your account document is lost or stolen.

This might come with a small charge and/or some conditions, including:

- temporary restrictions on withdrawals from your account from the date you tell us it's been lost or stolen
- providing us with reasonable evidence of the loss or theft
- notifying and cooperating with the police

## 5. Keeping your account safe

### 5.1 Working together to protect your account

We work hard to keep your account secure, but we also need your help.

### 5.2 How you can help keep your account safe

You must protect your account by:

- telling us immediately if your passbook, email, phone number or other account details are lost, stolen or might be known by someone else
- never sharing your account security information with anyone else, unless you have authorised them to manage your account on your behalf.
- cooperating with us and the police if we need to investigate suspicious activity on your account
- following any reasonable security advice we provide, including information published on our website
- contacting us immediately if you don't receive any information that you were expecting from us

- letting us know immediately if someone tries to use your passbook or account details without your permission
- disposing of account-related information securely, such as by shredding printed materials
- telling us promptly if your name, address, telephone number or email address changes
- taking care of your passbook and other account information
- regularly checking your account transactions or passbook for anything unusual

### **5.3 If there's a security issue or suspected fraud**

If we detect actual or suspected fraud or believe there is a security threat to your account, we'll contact you by phone as soon as possible. If we can't reach you by phone, we'll write to you.

### **5.4 If you can no longer manage your account**

We'll let someone else run your account if you can't manage your finances. They must show legal proof of their right to do this.

## **Unauthorised transactions**

### **5.5 Reporting unauthorised transactions**

If you have any reason to think a transaction has occurred on your account without your permission, you must tell us as soon as possible. We don't have to investigate or refund you if you don't tell us within 13 months of the date of the transaction.

### **5.6 When you will receive a full refund for an unauthorised transaction**

We will refund any money taken out of your account without your permission, and put your account back to how it would have been if the transaction hadn't been made (as further explained in section 5.8 below):

- if you couldn't have known about the loss, theft or misuse of your passbook or account information before the unauthorised transaction
- after you've notified us of the loss, theft or unauthorised use of your passbook or account information
- if we didn't give you a way to report the loss, theft, or misuse of your account documents or information, or any unauthorised use of your account
- if we failed to carry out security checks to the standard required under relevant laws and regulations, or

if the losses were caused by anything we, or our colleagues, did, or failed to do.

### **5.7 When you won't receive a full refund for an unauthorised transaction**

You won't be entitled to a full refund if you deliberately, or with gross negligence, ignore our requirements for keeping your passbook and account information safe, as set out in Section 5.2, or if you've acted fraudulently.

"Gross negligence" means that something you have done or have not done is very obviously wrong or careless.

### **5.8 Refunds for unauthorised transactions**

If you tell us about an unauthorised transaction on your account, we'll look into it straightaway.

Normally, we'll refund any money taken out of your account by the end of the next working day and put your account back to how it would've been if the unauthorised transaction hadn't taken place. However, we won't do this where we think you may not be due a refund.

We'll restore your account to how it was before the unauthorised transaction occurred. This means we'll refund you any interest you have lost, or debit any interest you have incurred, directly as a result of the unauthorised transaction.

We'll also refund you any charges incurred directly due to the unauthorised transaction.

### **5.9 Fraud investigations and delayed refunds**

If we think you've been involved in fraud, we may investigate further, and in these cases we won't refund you until our investigation is complete.

If we investigate, we'll tell you by the next working day after you contact us. You must cooperate with us and the police if we need to involve them.

### **5.10 Outcome of fraud investigations and refunds**

If we investigate and decide we don't have to refund you, we'll tell you in writing as soon as possible. Otherwise, we'll refund you the amounts set out in section 5.8 as soon as possible after completing our investigations.

### **5.11 Reversing a refund if the transaction was authorised or fraudulent**

We can reverse any refund made to you if we subsequently find out you were not entitled to the refund as set out in Section 5.7. We'll recover the sums refunded to your account as per Section 5.8, and any interest we paid you on that money.

## Scam transactions

### 5.12 Reporting a scam

If you've been fraudulently tricked into sending money to a third party, please tell us immediately. This type of fraud is called an authorised push payment (APP) scam, and you may be entitled to a refund.

### 5.13 Refunds for APP scams

If you are entitled to a refund, we will refund the money you have lost as a result of the APP scam transaction, and put your account back to how it would have been if the transaction had never been made (as further explained in Section 5.8).

You are entitled to a refund unless:

- the amount lost was higher than the maximum limit set by our regulator from time to time
- the money was sent to an account that is not a regulated UK bank or building society
- the payment was part of a dispute between you and another person
- you report the payment more than 13 months after the date the payment was made
- the payment was made before 7 October 2024
- we reasonably believe you have done something very obviously wrong or careless when making the transaction you acted fraudulently

### 5.14 What happens when you report an APP scam

Once you report an APP scam, we'll investigate it straightaway. We may ask you to provide reasonable evidence of the scam and report it to the police. You agree to co-operate with these requests.

## Financial Services Compensation Scheme

### 5.15 How your money is protected

We're a member of the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. This means your eligible deposits are protected up to the FSCS's total deposit protection limit, as updated from time to time.

### 5.16 When FSCS compensation applies

You may be entitled to compensation under the FSCS if we cannot meet our financial obligations.

### 5.17 Where to find more information

To learn more about the protection the FSCS offers, visit [www.FSCS.org.uk](http://www.FSCS.org.uk)

## 6. Minimum and maximum account balances

Each account has set minimum and maximum balance rules. You can find these details in your account's special conditions.

The total amount one person can hold across all savings accounts with us is £750,000.

If your account balance falls below the minimum balance rules, we have the right to:

- **pay a reduced interest rate** while your balance stays below the minimum. The details of any reduced rate can be found in your account's special conditions
- **close your account:** we'll give you at least 2 months' notice before doing this, giving you time to deposit more money to meet the minimum balance rules

You can ask us for details about any payments made to or from your account anytime.

## 7. Paying money into your account

### 7.1 How you can pay money into your account

Unless your special conditions say otherwise, you can make a payment into your account by:

- **Cheque** made payable to the account holder, clearly stating the recipient's name(s) and account number
- **Standing order** (this must be set up directly with the bank sending the money)
- **Cash deposit** at any of our branches during normal opening hours
- **Bank transfer** from another UK bank or building society

For security reasons, we can't accept cash deposits by post. We also reserve the right to refuse large cash deposits in our discretion.

### 7.2 When interest starts

See section 10.2 for details on when interest starts being paid on any money you put into your account.

### 7.3 Withdrawal

When your money will be available for withdrawal depends on when and how you put it into your account:

- **Cash or electronic transfer during normal opening hours:** usually available to withdraw within one hour after we receive them
- **Electronic transfer outside normal opening hours:** available to withdraw the next working day we're open



- **Cheque deposits:** usually available to withdraw three working days after being paid in

#### 7.4 Sorry, no direct debits

We can't accept payments made to your account by direct debit.

#### 7.5 What you need when paying in by cash

If you're depositing cash, you must provide your passbook (if you have one) and your account number.

#### 7.6 Paying in by electronic transfer

To make a payment into your account by electronic transfer, use the payment details provided in your account's special conditions.

If you don't use the payment details correctly, there could be a delay in us applying the payment to your account, or the payment may be returned to the sender. We are not responsible for any losses you incur if this happens.

#### 7.7 Cheque payments and uncleared funds

When you pay in a cheque, we'll credit the balance to your account the next working day and you'll start earning interest from that date.

If the cheque is returned unpaid after three working days, we'll deduct the cheque balance and any interest we have paid on it from your account. If this happens, we'll let you know in writing.

#### 7.8 Payments in GBP only

All deposits into the account must be in pounds sterling and (except for cash deposits) sent from a UK bank or building society.

#### 7.9 Incorrect payments to your account

If a bank or building society tells us that they incorrectly paid money into your account, we must help them get it back.

Here's how that works:

- from the moment we're told, we'll put a hold on the incorrectly paid money and you won't have access to it until we confirm whether it was incorrectly paid into your account
- if we confirm it was a mistake, we'll deduct the incorrectly paid money from your account and tell you in writing
- we'll also tell you how to object if you believe the money wasn't paid incorrectly

#### 7.10 If the incorrect payment can't be recovered

If the bank or building society that made the incorrect payment into your account can't recover the money from your account (for example, because you moved it before we were notified), the payment sender may try to claim it directly from you. In this case, their bank or building society can give them your name and contact address to help their claim.

### 8. Withdrawing money from your account

#### 8.1 Withdrawing your money in-branch

You can withdraw money from your account at any branch during our normal opening hours. Just make sure the withdrawal meets your account's special conditions.

#### 8.2 Withdrawing your money by electronic payment

You can request an electronic withdrawal by submitting a signed withdrawal form in branch.

We'll need the sort code and account number of the receiving account. Sometimes, we ask for additional information to make sure we comply with our legal requirements.

Electronic payments may be made via CHAPS and a fee may apply. If you request a CHAPS payment, the money will reach the receiving account within 48 hours. We'll send you a written confirmation within one month of the payment.

#### 8.3 Withdrawing your money by cheque

You can request a cheque made out to yourself or another person. We cannot send a cheque to another person by post.

Cheques are valid for six months from the date we issue them. If you haven't deposited your cheque by then, contact us as we'll need to issue you a replacement.

We'll stop a cheque payment if we have clear evidence that the cheque has been lost, stolen or fraudulently obtained.

#### 8.4 UK payments only

Withdrawals can only be made in pounds sterling. For electronic payments, we can only transfer money to a UK bank or building society.

#### 8.5 Passbook withdrawals

If you have a passbook account, you'll need to bring your passbook with you when making a withdrawal.

#### 8.6 Sorry, no direct debit or standing order withdrawals

We can't process withdrawals by direct debit or standing order.

## 8.7 Processing times

We'll process a withdrawal immediately if we receive your request during our normal opening hours, unless you request a CHAPS payment after 2pm, in which case we'll process it the next working day.

If we receive your request outside our normal opening hours, we'll process it the next working day.

If you set up a withdrawal for a future date, we'll process it on that future date.

## 8.8 Cancelling a withdrawal

You can cancel withdrawals that are scheduled for a future date by:

- calling us before 3 pm on the working day before the withdrawal is due to be made
- sending us written, signed instructions
- Visiting us in branch

## 8.9 When we might refuse a withdrawal

We can stop you from making a withdrawal if:

- you are bankrupt or have a similar financial situation, like a voluntary agreement with your creditors
- we need to carry out additional checks to comply with our legal or regulatory obligations, such as money laundering or fraud prevention
- there aren't enough cleared funds in your account to complete the transaction
- we believe there's fraud or financial crime linked to you, your account or the transaction
- there's a dispute about the ownership of the money in the account
- the withdrawal exceeds any limits set in your special conditions
- we haven't received the identity documents we requested
- we aren't satisfied that the request is genuinely from you
- we must do so by law, regulation, instructions from a regulator or an ombudsman, or a court order
- your request breaches these T&Cs
- we are exercising our right to set-off (using your money to pay off debts you owe us)

## 8.10 Notifying you if a withdrawal is refused

When we need to act urgently, we'll do so straightaway and tell you about it afterwards. Otherwise, we'll tell you as soon as possible and if we can, no later than the day the money should have arrived in the receiving account. We'll explain why the withdrawal has been stopped and how the issue can be fixed.

In some cases, where it would be unlawful for us to do so, we won't tell you.

## 8.11 Restricting withdrawals in exceptional circumstances

We may need to refuse or limit withdrawals if:

- we believe our financial stability is at risk, such as during a period of unusually high withdrawals
- there's a service disruption beyond our reasonable control

If this happens, we will try to lift restrictions as soon as reasonably possible and minimise inconvenience, and if we can, we will keep you up to date through our website and branches.

We will act proportionately and try to balance the needs of all of our members. We may consider exceptions in cases of substantial hardship.

# 9. Mistaken and delayed transactions

## 9.1 When we are responsible for a mistake or delay

This section covers electronic and cash transactions only and does not apply to cheque withdrawals.

If we don't process a transaction on time or correctly, you must tell us promptly and we'll try to correct it. We may do this by any of the following:

- refunding any money that we've incorrectly paid out of your account
- paying you any interest you would have earned if the transaction had been processed on time or correctly
- reimbursing any interest or charges you were charged due to us not processing the payment on time or correctly.

## 9.2 When you are responsible for a mistake or delay

If you provided incorrect payment details when requesting the transaction, we will try to recover the money for you. You may be charged for any reasonable costs we incur.

If we can't recover the payment, you can ask us for the recipient's contact information so that you can claim the money back yourself.



We are also not responsible for incorrect or delayed transactions where:

- we can prove that the payee's bank or building society received the payment on time with the correct details
- you didn't notify us of the issue without undue delay and, in any case, within 13 months of the date of the transaction
- the issue was caused by something outside our reasonable control
- we had reasonable grounds to delay the transaction

## 10. Interest

### 10.1 Where to find information about your interest rate

When you open your account, we'll tell you the applicable interest rate and when we'll pay it in your special conditions.

You can also check your interest rate anytime in branch, on our website or by calling us.

### 10.2 How we calculate and pay interest

In general, we:

- calculate interest on cash deposits or electronic transfers received during normal opening hours from the day we receive them
- calculate interest on electronic transfers received outside our normal opening hours from the next working day
- calculate interest on cheque deposits received on a working day from the next working day following receipt
- calculate interest on cheque deposits received on a non-working day from the second working day following receipt
- continue calculating interest on money due to be withdrawn until the day before the withdrawal
- transfer interest when moving money between savings accounts with us
  - interest is paid up to the date of the transfer on the sending account
  - interest starts the next day on the receiving account
- don't pay interest on cheques withdrawn and later paid back into your account, these are treated as a withdrawal followed by a deposit
- don't backdate interest on cheque withdrawals where we have had to reissue an expired cheque

- pay interest on the balance rounded down to the nearest pound
- include 29 February when calculating annual interest
  - for accounts that pay interest on 28 February, we'll pay interest on 29 February instead in a leap year

### 10.3 Responsibility for tax and other costs

We pay interest without deducting any tax. Depending on your circumstances, the interest may be subject to income tax or other taxes and costs not charged by us.

Contact your local tax office or visit the HMRC website to find out more: [www.hmrc.co.uk](http://www.hmrc.co.uk)

### 10.4 How we can change interest rates

Subject to your special conditions, we can change interest rates as outlined in sections 10.5 to 10.8.

### 10.5 Interest rate bands

Except for fixed-rate accounts, we may introduce or change interest rate bands. This means:

- interest is not paid if the account balance falls below a certain level; and / or
- different rates apply depending on how much is in the account

Details can be found in the special conditions for your account.

### 10.6 Fixed-rate accounts

If you have a fixed-rate account, the interest rate won't change during the fixed-rate period.

### 10.7 When we may change interest rates

If your account is not a fixed-rate or tracker, we may change interest rates at any time if we reasonably believe the change is necessary due to:

- changes in the law, court decisions or instructions from regulators or ombudsmen
- changes in our funding costs, which affect how we manage savings and mortgages
- changes to the costs of running our savings business
- maintaining our financial strength and stability as a mutual society
- new or updated industry guidance or codes of practice which apply to us or which we have agreed to follow

- changes in the Bank of England base rate
- meeting our regulatory requirements

Any changes will be proportionate to the reason for the change.

### 10.8 How we'll let you know about interest rate changes

- If we reduce an interest rate and you have less than £100 in your account, we'll let you know by posting notices in branches and on our website within three working days of the interest rate change
- If we reduce an interest rate and you have £100 or more in your account, we'll notify you in writing at least 14 days in advance
- You'll have 30 days from the date of the notice to close or switch your account without penalty
- If we increase an interest rate, we'll let you know by posting notices in branches and on our website

### 10.9 Tracker accounts

If you have a tracker account, your interest rate will automatically increase or decrease in line with the tracked rate which is set out in your special conditions. We will let you know of changes by posting notices in branches and on our website.

## 11. Account charges

### 11.1 Charges for day-to-day banking

We don't charge fees for the general day-to-day running of your account.

We may charge for certain products or services related to your account. We'll inform you of the cost before we provide these products or services to you, or when asked.

### 11.2 When we can change our charges

We may change our charges or introduce new ones if we reasonably believe it is necessary due to:

- changes in our costs for managing our savings business
- new or updated industry guidance or codes of practice that are applicable to us
- changes in laws, court decisions, regulatory requirements, or instructions from regulators or ombudsmen

### 11.3 Notice periods

If we introduce or increase a charge related to the day-to-day running of your account, or electronic payments into or out of your account, we'll give you 2 months' notice in writing before the change takes effect. You can switch or

close your account without losing any interest or paying extra charges at any time before the change takes effect.

If we reduce any of our charges, or if we introduce or increase any other charges, we'll post a notice in our branches and on our website 30 days before the change takes effect.

This section does not apply to cheque-related charges.

## 12. Joint Accounts

### 12.1 Opening a joint account

Unless the special conditions for your account say otherwise, you can open a joint account with up to four people.

### 12.2 Membership rights

If an account is held in more than one name, then all account holders will be members of the Society. However, only the first-named account holder in our records will be entitled to exercise membership rights (such as receiving notices of meetings, attending meetings and voting at meetings).

### 12.3 Choosing the order of names

You can decide the order in which the account holders' names appear in our records. If you request a change, it'll take effect once we update our records. We'll do this within a reasonable time.

### 12.4 Tax treatment of joint accounts

For tax purposes, we treat all joint account holders as having equal shares of the money in the account.

### 12.5 What happens if an account holder dies

If one account holder dies, we'll treat the remaining account holder(s) as entitled to the account once we get the proper proof of death. The other terms of the account will remain unchanged.

### 12.6 Making withdrawals and transactions

All withdrawals, transactions and account closures need signatures from all account holders. But, if you have told us to accept the signature of just one account holder or a specific group, we can do that.

### 12.7 Stopping authorisation for joint account transactions

Any account holder can stop an authorised withdrawal, transaction or account closure by letting us know. We need three working days to put this into effect.

### 12.8 Disputes over the account

If we believe there is a dispute over the money in a joint account, we may freeze the account to prevent further

transactions. But we aren't required to do so unless ordered by a court.

## 12.9 Account correspondence

Unless you give us other instructions, we'll send all account-related letters to the first correspondence address named on the account.

## 12.10 Joint responsibility for the account

Each joint account holder is jointly and severally responsible for the account.

This means:

- you're all responsible for meeting the obligations under these T&Cs
- if one account holder breaches these T&Cs, all joint account holders could be held liable for that breach

## 12.11 Recognition of third-party claims

We'll only recognise account holders as having rights to the money in the account. We don't have to recognise any claims or interests from other parties unless we are required to by law.

## 13. Changes to these T&Cs

### 13.1 When we can change these T&Cs immediately

We can make immediate changes to these T&Cs if we reasonably believe a change is needed due to:

- changes in the law, court decisions or instructions from a regulator or the Ombudsman
- responding to new or updated industry guidance or codes of practice that applies to us or that we have agreed to follow
- providing you with extra benefits, services, or we are making other changes that benefit you
- meeting relevant regulatory requirements
- making the terms clearer or fairer

Any changes will be proportionate to the reason for the change. We'll notify you as soon as we can by posting a notice in our branches and on our website.

If we make changes under this section, you don't have any extra rights to close or switch your account.

### 13.2 Changes to cash and electronic payments

We'll let you know in writing at least two months in advance if we change how you can make cash or electronic payments into or out of your account (not cheque payments).

Before the change comes into effect, you can switch or close your account without losing any interest or paying additional charges.

### 13.3 When we must give you advance notice to change these T&Cs

For all other changes to these T&Cs, we'll notify you in writing 30 days in advance of the change taking effect. You'll then have 2 months from the date of notification to switch or close your account, without losing any interest or paying extra charges.

## 14. Suspending your account

### 14.1 When we can restrict or suspend your account

We may restrict or suspend the use of your account if:

- someone has accessed or used your account details fraudulently or without your permission
- we're required to do so by law, regulation, court order, instructions from a regulator or the Ombudsman
- your account is under review by us acting reasonably

### 14.2 How we'll notify you

If we can (for example, if we are not prevented by law or by our financial or security processes), we'll tell you in advance that we are restricting or suspending your use of your account and explain the reason for the restriction or suspension.

### 14.3 Removing the restriction

We'll lift the restriction or suspension as soon as the reason for it no longer applies to your account.

## 15. Closing your account

### 15.1 How you can close your account

You can close your account anytime unless your special conditions say otherwise.

To close your account, visit a branch or call us.

If you have a fixed-rate account, you can only close or switch it at the end of the fixed-rate period.

### 15.2 When we can close your account with notice

We can close your account anytime by giving you two months' written notice.

This would usually only happen in exceptional circumstances, and we won't:

- use this right to repay a fixed-term account before the end of the term

close your account, or threaten to do so, as a response to a complaint you've made

## 15.3 When we can close your account immediately

We can close your account without notice if:

- you've been threatening or abusive toward our colleagues
- you gave us incorrect information about your account (this includes details that would have made you ineligible for an account or stopped us from accepting your application)
- we're required to close your account by law, regulation, court order or instructions from a regulator or Ombudsman
- you're subject to bankruptcy or a similar legal process, or you've entered into a voluntary agreement with creditors
- your account becomes overdrawn, and you don't repay the amount owed when we ask
- we believe you or someone else is using the account illegally or for criminal activity
- the contract between us is found to be void or legally unenforceable
- you materially or repeatedly breach these conditions
- you weren't entitled to open the account

## 15.4 What happens when we close your account?

If we close your account, we'll return the account balance to you. We will continue to pay you interest on your account balance at the rate set out in Section 10.1 until we've returned it. We may send you a cheque.

## 15.5 Closing your account after your death

In the event of your death (or in the case of joint accounts, in the event of the death of the last surviving account holder in accordance with Section 12.5), your account balance along with any interest will be paid to your personal representative(s) who are responsible for administering your estate.

This means if you have a Will, the money will be paid to your executor(s). If you do not have a Will, it will be paid to your administrator(s). We may require a Grant of Probate or Letters of Administration to be provided before releasing the account balance.

## 16. Transferring your account

### 16.1 Requesting a transfer

You can ask us to transfer your account to another person, unless your special conditions say that this isn't allowed. We don't have to agree to the transfer. If we do, it may come with conditions or a fee.

## 16.2 Verifying the new account holder

Before we can complete the transfer, we'll need to:

- confirm that the new account holder has read and understood these conditions
- verify the new account holder's identity as outlined in Section 3

## 16.3 Membership status after the transfer

After the transfer, the new account holder will become a member of the Society. These conditions will still apply to the account. You'll no longer be a member unless you hold other accounts with us.

## 17. Inactive accounts

### 17.1 When an account becomes dormant

If there hasn't been any activity on your account with us for 15 years or more (or any other period set down in law), for example you haven't made any deposits or withdrawals or spoken to us in that time, we will consider your account to be dormant. If this happens, we reserve the right to close your account and transfer the balance to either a charity or a reclaim fund.

### 17.2 Membership

You will still be a Nottingham Building Society member.

### 17.3 Reclaiming your money

You can contact us at any time to get your money back. We'll explain how you can reclaim it.

## 18. Notices

### 18.1 When notices are considered received

- Any letter or personal notice is considered received 48 hours after we send it to you
- Any email is considered received once we send it

### 18.2 Validity of notices

If we don't send you a notice intended for all of our members, or a specific group of our members which you fall into, our notice will still be valid.

Displaying a notice in our offices or on our website isn't necessary for validity either.

### 18.3 Correcting errors in notices

If a notice contains an error but is corrected shortly afterwards with a new notice, the notice period will still run from the original notice date.

## 19. Using money in your account to pay the money you owe us ("set-off")

### 19.1 When we can use set-off

If you owe us money – such as under a mortgage – and haven't paid it, we may use the money in your account to pay it off, unless the law or other restrictions prevent us from doing this. This is known as our right to set-off.

We'll notify you at least 14 days in advance if we intend to do this.

We won't use our right to set-off if we believe the money is:

- needed for essential living expenses or payments such as essential goods or services, court-ordered payments (such as council tax, child support, or fines), mortgage or rent payments on your home, or utility payments
- received from a government department, local authority or NHS direct payment organisation for a specific purpose
- legally required to be kept and used in a particular way by you
- being held on behalf of someone else

### 19.2 Set-off for joint accounts

If your account is a joint account, we can use our right to set-off for any money owed to us by any one or more of the account holders.

### 19.3 Impact of set-off

Once we've used our right to set-off, the money paid out of your account will no longer belong to you and you won't earn interest on that money.

## 20. What to do if you're unhappy with our service

If we don't get things right or live up to your expectations, we want to know so that we can make it right for you.

You can make a complaint by contacting us by post, email or by phone. You can also get more information about making a complaint on our website or by visiting us in branch.

We'll promptly investigate your complaint and write to you with our findings and any proposed resolution.

If you're unhappy with our response or want to take your complaint further, you can complain to the Financial Ombudsman Service free of charge. You must do this within six months of our final reply.

You can contact them:

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**Write to:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Telephone:** 0800 023 4567

## 21. How we use your personal information

Your personal information is important to us. Our Privacy Policy explains how we collect, use and protect your information. You can view our latest Privacy Policy in a branch or online at:

[www.thenottingham.com/about-us/privacy-policy](http://www.thenottingham.com/about-us/privacy-policy)

## 22. Other information relating to your account and these T&Cs

These T&Cs and the operation of your account are governed by English law, and any disputes or legal action must be brought in the English courts.

These T&Cs are in English, and we'll always communicate with you in English.

## 23. Our regulators

Nottingham Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services Registration Number is 200785.

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**Nottingham**  
Building Society