# Charitable assignment

Words printed in italics are explained in the notes at the end.

# Who this applies to

1. The rules in paragraphs 2–6 apply to me unless I am an *exempt customer* when my *account* is opened.

# Agreeing to donate any windfall benefits

2. If I get any windfall benefits after opening my account, I agree to donate them to the selected charity. But if I have a mortgage with the Society on the conversion announcement date, I can keep them. If I agreed to previous terms before but no longer hold those old shares (for example because I closed my old account), this agreement replaces the previous terms.

# Making it happen automatically

**3.** I give the Society and any *successor* permission to send my *windfall benefits* to the *selected charity*. They don't need to tell me first. If the selected charity chooses another registered charity to get the benefits, I'm fine with that.

# What this means for me

- 4. I understand that:
  - the Society has promised to give my *windfall benefits* to the *selected charity*
  - the Society and the *selected charity* will not release me from this agreement
  - the Society cannot change the terms of this charitable assignment agreement later

# Sharing information with the charity

 I allow the Society to share details about me or my account with the selected charity. But only if they need it to process the donation of my windfall benefits.

# Future members will also agree

6. Anyone who becomes a shareholding member in the future (and isn't an exempt customer) will also have to donate any windfall benefits. The Society will decide the terms, which may differ from these. If the Society ever stops requiring this, they will announce it publicly.

# Notes (applies to paragraphs 1 to 6 above):

(a) Your 'account' is the savings account you're opening at the time you're agreeing to this form.

(b) The 'conversion announcement date' is when the Society publicly announces that it plans to transfer its business to a successor.

(c) The 'current terms' means the rules in paragraphs 2-5 or similar ones.

(d) You're an <code>`exempt customer'</code> if, when you open the account:

- you're part of a group that the Society says does not need to agree to the current terms
  - » You can ask the Society for a list of these groups, which the Society may update, but changes won't apply to past agreements
- you already have an agreement with the Society to donate windfall benefits and have kept your shares since the date of that agreement (provided they are not permanent interest-bearing shares)
- you have had shares (not *permanent interest-bearing shares*) in the Society since before 30 January 1999 and continued to have them at all times
- you have a mortgage with the Society

(e) You 'open' an account by opening a new one or transferring an existing account into your name (alone or with someone else).

(f) The 'previous terms' means the 'Charitable Assignment' agreement used for account openings from 30 January 1999–5 April 2000.

(g) The 'selected charity' is the Charities Aid Foundation. If it stops being a registered charity, another registered charity will be chosen to get *windfall benefits*.

(h) The 'successor' is any company or organisation that takes over the Society's business. This is explained in Section 97 of the Building Societies Act 1986 (or any updated version).

(i) A 'windfall benefit' is money or other benefits a shareholding member might get if the Society transfers its business, for example through a conversion or takeover.

It doesn't include:

- Moving savings from an *account* to a deposit account with the *successor*
- Benefits the Society has already said members can keep
  - » You can ask the Society for a list of these benefits, which the Society may update, but changes won't apply to past agreements

(j) If more than one person is signing this form, paragraphs 1 and (if needed) 2–6 apply separately to each of us. But paragraph 2 may affect us differently, depending on who is listed first on the account when the windfall benefits apply.

(k) If the Society merges with another building society, paragraphs 2–6 will still apply to me under the new Society.

# **Sottingham** Building Society

