# Online Savings Account Conditions



# **Welcome to Nottingham Building Society**

These Online T&Cs apply to your 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.

Branch-based 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 rates that apply to your account.
- 3. Any document we publish about account charges.
- 4. The online savings account conditions (you're reading them).
- 5. Our mobile app T&Cs (if you use our app).
- 6. 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: <a href="https://www.thenottingham.com/savings/savings-guides/understanding-savings-terms">www.thenottingham.com/savings/savings-guides/understanding-savings-terms</a>

# 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:

- Messaging us via the secure message functionality in the app or via webchat in your online banking;
- **Giving us a call** on 0344 481 0933

## 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 online savings account.

**App -** The Nottingham Building Society app.

**Normal opening hours -** 9am-5pm on working days (but check our website for updates, especially around holidays).

**Online banking -** The part of the Nottingham Building Society website which allows you to log in and access and manage your account over the internet.

**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

**Receiving account -** A bank or building society account that a withdrawal payment from your account is made to.

**Secure message -** A message you send or receive in our secure online system. You can only access it by logging in with your email and password.

**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

When you open an account, you're automatically part of our Charitable Assignment Scheme and we'll provide you with more information at this point.

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.

## 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).

# 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		
Name	You'll need to send us a secure message in the app and provide evidence of your new name. Use our Help Centre to guide you through this process.	
	You can also change your name in your online banking.	
Address	You'll need to update this in the app or your online banking (we may ask for proof of your new address).	
Phone number	You'll need to update your 'Contact Information' details in the app or your online banking.	
Email	You'll need to update your 'Contact Information' details in the app or your online banking.	

We may ask you at any time to confirm that your details are still up-to-date.

# 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 transfer the account balance to your nominated bank account.

# 3.10 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 fixedrate 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 secure message or webchat, and we'll treat the date you send the request as your cancellation date. You can also write to us by post, and we'll treat the posting date as your cancellation date.

We'll return the money you paid into your account and any interest that was earned.

#### 3.11 Your account number

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

# 4. Keeping your account safe

#### 4.1 Working together to protect your account

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

# 4.2 One-time security passcodes

To make sure you can manage your payments and access our app and online banking services securely, you must register your mobile number and email to receive one time security passcodes.

We may send a one-time security password to your mobile to ensure you authorise changes to your account and withdrawals.

# 4.3 How you can help keep your account safe

You must protect your account by:

- telling us immediately if your email, phone number or other account details are lost, stolen or might be known by someone else
- never sharing your account details 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, or if you receive a confirmation email about a change to your account that you didn't request
- letting us know immediately if someone tries to use your account details without your permission
- disposing of account-related information securely, such as by shredding printed materials
- never writing down your email, phone number or password together
- telling us promptly if your name, address, telephone number or email address changes
- not recording your password in a way others can understand
- regularly checking your account transactions for anything unusual

# 4.4 Keeping your password secure

We won't share your password with anyone, and we will only send you password related emails if you request them.

If you forget your password, click 'Forgotten password' on the login page in the app or your online banking and follow the steps.

## 4.5 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.

# 4.6 If you can no longer manage your account

We'll help an attorney or family members to close your account and transfer the money out.

#### **Unauthorised transactions**

# 4.7 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 your transaction.

# 4.8 When you will receive a full refund for an unauthorised withdrawal

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 4.10 below):

- if you couldn't have known about the loss, theft or misuse of your account information before the unauthorised transaction
- after you've notified us of the loss, theft or unauthorised use of your account information
- if we didn't give you a way to report the loss, theft, or misuse of your account 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.

# 4.9 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 account information safe, as set out in Section 4.3, or if you've acted fraudulently.

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

#### 4.10 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 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.

## 4.11 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 co-operate with us and the police if we need to involve them.

## 4.12 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 4.10 as soon as possible after completing our investigations.

# 4.13 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 4.9. We'll recover the sums refunded to your account as per Section 4.10, and any interest we paid you on that money.

# Scam transactions

## 4.14 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.

#### 4.15 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 4.10).

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

# 4.16 What happens when you report an APP scam

Once you report an APP Scam, we'll investigate it straightway. 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

# 4.17 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.

## 4.18 When FSCS compensation applies

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

## 4.19 Where to find more information

To learn more about the protection the FSCS offers, visit <a href="https://www.FSCS.org.uk">www.FSCS.org.uk</a>

# 5. 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 log in to your account anytime through the app or online banking to view your transactions and check any payments made to or from your account.

You can also ask us to provide this information to you anytime.

## 6. Nominated bank account

Your nominated bank account is the current account that you have with another bank or building society that's linked to all of your accounts with us. Your nominated bank account must be with a UK bank or building society and be registered in your name.

# 7. Making a transaction

Only you (or someone with a legal right to give us instructions on your behalf) can authorise payments on your account.

All payments must be in pounds sterling and be received from or sent to a UK bank or building society.

You cannot make payments into your account by CHAPS, cheque or cash.

# 8. Paying money into your account

# 8.1 How you can pay money into your account

You can make a payment into your account by electronic transfer or standing order.

#### 8.2 Your first payment

The first payment into your account must be from your nominated bank account. This must match the details you gave us when you opened your account with us.

If you're transferring an ISA (including a Lifetime ISA) from another provider, the transfer of funds from them will count as your first payment.

#### 8.3 All other payments

After your first payment, unless your special conditions say otherwise, all subsequent payments can be made from:

- another account you hold with us (but not branch accounts)
- your nominated bank account

#### 8.4 When interest starts

See section 11.2 for details on when interest starts being paid on any money you put into your account.

#### 8.5 Withdrawals

Payments received by us during our normal opening hours will usually be ready to withdraw within one hour after we receive them

Payments received outside our normal opening hours will be considered as received on the next working day, and the money will be ready to withdraw then.

# 8.6 Check your payment details

To make a payment into your account, 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.

# 8.7 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

## 8.8 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.

# 9. Withdrawing money from your account

## 9.1 Withdrawing your money

You must log into your account to complete a withdrawal, and it must be sent to either your nominated bank account or another online account you hold with us, unless your account's special conditions say otherwise.

# 9.2 Withdrawals by faster payments

All withdrawals are made electronically by Faster Payments. Before making the withdrawal, we may need you to confirm 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.

## 9.3 Processing times

We'll process a withdrawal immediately if we receive your request before 4pm on a working day. Otherwise, we'll process it the next working day and the money will reach the receiving account by the next working day.

# 9.4 Cancelling a withdrawal

Once you've completed a withdrawal via Faster Payment, you can't cancel it unless it was scheduled for a future date

You can cancel future withdrawals by contacting us via secure message or by calling us but even then, we can't guarantee we'll be able to cancel it.

# 9.5 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 out 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 of set-off (using your money to pay off debts you owe us)
- the account you're trying to send money to can't accept Faster Payments.

# 9.6 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.

# 9.7 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 the restrictions as soon as reasonably possible and minimise inconvenience, and if we can, we will keep you up to date through our website.

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

# 10. Mistaken and delayed transactions

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.

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 recipient's bank or building society received the payment on time with the correct details

- you didn't notify us of the issue promptly 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

# 11. Interest

# 11.1 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 by logging into your account on the app or online banking.

# 11.2 How we calculate and pay interest

In general, we:

- calculate interest from the day your money becomes available to withdraw from your account, as set out in Section 8.5
- continue calculating interest on money withdrawn until the day you request the withdrawal
- 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

# 11.3 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

#### 11.4 How we can change interest rates

Subject to your special conditions, we can change interest rates as outlined in sections 11.5 to 11.8.

#### 11.5 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.

#### 11.6 Fixed-rate accounts

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

# 11.7 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.

# 11.8 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 on our website and in the app 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 on our website and in the app

## 11.9 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 on our website.

# 12. Account charges

# 12.1 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.

# 12.2 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

# 12.3 Notice periods

If we introduce or increase a charge related to the day to day running of your account, or electronic payments in 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 these changes takes effect.

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

# 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 on our website.

If we make changes because of these reasons, you don't have any extra rights to close or switch your account.

# 13.2 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.

# 14.4 Keeping your account safe

You must tell us immediately if:

- someone has used or tried to use your details, and you haven't been able to change your password
- someone else may know your email, phone number, password or one-time passcode

Contact us by calling 0344 481 0933 or using the security features in the app or online banking.

# 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, log into the app or your online banking and select 'Close account' on the 'Account overview' page.

# 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 T&Cs
- 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 11.1 until we've returned it. We may return the account balance to your nominated bank account.

#### 15.5 Closing your account after your death

In the event of your death, 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. Inactive accounts

# 16.1 When an account becomes dormant

If there hasn't been any activity on your account with us for 15 years (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.

#### 16.2 Membership

You will still be a Nottingham Building Society member.

## 16.3 Reclaiming your money

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

# 17. Notices

#### 17.1 When notices are considered received

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

# 17.2 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 on our website isn't necessary for validity either.

#### 17.3 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.

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

If you owe us money – such as under a mortgage – and haven't paid it, we can 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

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.

# 19. 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 through webchat, secure message, post, email or by phone. You can also find more information about making a complaint on our website or in the Help Centre.

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

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

Email: complaint.info@financial-ombudsman.org.uk

**Telephone**: 0800 023 4567

# 20. 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

# 21. 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.

# 22. 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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