

Online savings terms and conditions

Valid from 3 December 2024

Please use the security features in the app, webchat in online banking, or call us on 0800 953 0136 to:

- report that your security details have been compromised.
- report any unauthorised transactions on your account.

Contents

1. Introduction	1
2. Membership	2
3. Your account	2
4. Account information	3
5. Minimum and maximum account balances	3
6. Nominated bank account	3
7. Making a transaction	3
8. Paying money into your account	3
9. Taking money out of your account	4
10. Interest	5
11. Account charges	6
12. Unauthorised transactions	6
13. Mistaken and delayed transactions	7
14. Changing these conditions	7
15. Suspending your account	7
16. Closing your account	8
17. Unclaimed balances	8
18. Notices	8
19. Matters beyond our control	8
20. Set off	8
21. Governing law and jurisdiction	9
22. Language	9
Additional information	9

I. Introduction

1.1 These online conditions apply to your account(s) with Nottingham Building Society.

1.2 Your agreement with us for your account is made up of:

- (1) any special conditions for the account(s) you hold,
- (2) the app conditions (if you hold an account and have registered for the app),
- (3) information about the interest rate(s) applicable to your account(s),
- (4) any document we publish from time to time setting out our charges relating to accounts, and
- (5) the rules of Nottingham Building Society, which are accessible on the Society's website (www.thenottingham.com), and
- (6) these online conditions.

We refer to these together as the Conditions.

Where there are any inconsistencies between these documents, they apply in the order set out above.

1.3 You can access the different documents that form the Conditions on the Nottingham Building Society website.

1.4 In the Conditions:

- 'account' means your Nottingham Building Society online savings account;
- 'we', 'us' and 'our' refer to Nottingham Building Society and includes our successors and anyone we transfer our rights in respect of an

account to;

- 'app' means the Nottingham Building Society app;
 - 'the Society' refers to Nottingham Building Society;
 - 'you' and 'your' refer to the holders of the accounts, and includes your personal or other legal representatives;
 - 'normal opening hours' means between 9am – 5pm on working days. Office hours may be reduced at certain times, such as Christmas and New Year. Up to date opening hours can be found on the Society website;
 - 'working day' means a day other than a Saturday, Sunday or a bank or public holiday;
 - 'nominated bank account' means the UK bank or building society current account linked to your account;
 - 'secure message' is a message that is sent or received in the secure environment and can only be accessed by logging in using your email address and password.
- 1.5 Generally, all communication with you about your account or any notice will be by secure message or email. This is what we mean when we say 'in writing'. However, we may also telephone you, send you an SMS or push notification or contact you by post or can place notices on the website or the app. Contact us if you want any information in a different way.
- 1.6 If we become aware of an actual or suspected fraud or a security threat affecting any of your accounts, we'll contact you on your telephone. If we can't reach you by telephone, we'll contact you by email or post.
- 1.7 Generally, you should contact us by secure message or webchat. However, in certain situations where you need to get in touch with us urgently you may use the telephone number provided in these Conditions or contact us by post.

2. Membership

If these Conditions apply to your account you will be a member of the Society and therefore the Society's rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the rules in case of any inconsistency. A copy of the rules is available on the Society's website.

3. Your account

- 3.1 We are required to confirm the identity of all account holders before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it until the identity of the account holder(s) have been satisfactorily confirmed.
- 3.2 We will attempt to verify your identity electronically by matching the personal details you provide when you apply for an account to a range of publicly available records and credit records. Details of credit histories will not be made available to us. The search we carry out leaves an Anti-Money Laundering/ID footprint but this will not show up in a credit search and will not affect your ability to get credit. You may see the footprint if you look at your own credit file.
- 3.3 We use trusted external parties to complete identity checks and verify your identity. Details of the third parties we use are available on our Privacy Policy which is available on the Society's website.
- 3.4 Occasionally, we may not be able to match your identity, for example if you have just moved house or you don't have a credit history. If so we'll ask you to provide documents to prove your identity and address, and will supply you with a list of documents we will accept to do this.
- 3.5 We reserve the right to carry out any further checks of your identity if we think we need to do so in order to comply with our legal obligations. As part of these checks, we may make further searches with credit reference agencies.
- 3.6 If you already have an account with us, we will ask you to confirm the details we have about you are correct.
- 3.7 We are required to retain personal information for any applications for an account with the Society, regardless of the success of opening that account, for a period set out in law. Once this period has ceased, your personal information will be securely destroyed.
- 3.8 You can only have an account for personal use. To open and use your account, you must not use it in your capacity as:
- a sole trader;
 - a company;
 - a partnership;
 - any other kind of business;
 - a club;
 - a charity;
 - a trust;
 - a nominee;
 - an executor.
- You must tell us if you are using your account for any of these purposes.
- 3.9 You can only have an account if you are a UK resident and you are 18 years old or over. You must tell us if you are under 18 or you move away from the UK.
- 3.10 We can carry out any further checks of your identity if we think we need to do so in order to comply with our legal obligations. As part of these checks, we may make searches with credit reference agencies.
- 3.11 Your account can't be transferred to a non-UK address. If you wish to change your registered address to a non-UK address, the account must be closed and your balance will be transferred to your nominated bank account.
- 3.12 If you change your mind about opening an account, tell us within 14 calendar days of opening it. If you do, we'll give you your money back subject to the following provisions:
- You don't have this right when opening fixed rate accounts (other than a fixed rate cash deposit ISA).
 - Cheques must be cleared before your money can be returned.

- The latest date to tell us is the fifteenth calendar day from the date you opened your account.
- You must tell us by secure message, webchat or by letter if you change your mind about opening the account. If you request to cancel your account by secure message or webchat, we will treat the date the request was sent as the date you tell us. If you post your request to cancel your account, we will treat the posting date as the date you tell us. You can use our Help Centre, in the App to help you with this process.
- Interest will be paid in accordance with Section 10.

If you don't exercise this right, you'll continue to be bound by the Conditions.

4. Account information

- 4.1 Your registered address will be the address that you provided in the application form. It will stay as your registered address until you ask us to change it in our records.
- 4.2 You must tell us if you change your name, address or contact details. Contact details are your telephone number and email address.
- 4.3 If you don't tell us, we can't be held responsible if we can't contact you.
- 4.4 To change your name, address contact details:
- If you change your address, update your address in the app or your online banking.
 - If you change your name, use our Help Centre it will guide you through the process. You will be asked to send us a secure message and we may ask you provide evidence of your new name. You can also change your name in your online banking.
 - If you change your contact details, tell us in the app by updating the 'Contact Information' screen. Contact details are your mobile phone number or email address. You can also change your contact details in your online banking.
- 4.5 You agree to give us evidence of any new name or address, if we ask to see it.
- 4.6 If you have more than one account with us, you must make sure that the registered address we have for you is the same for each account.
- 4.7 We'll provide you with a unique account number. We'll tell you this number when we open your account. Please quote this when you contact us.
- 4.8 You can log in to your account to view your transactions and to check what Faster Payments have been made to and from your account. We will also provide this information on request at any time.

5. Minimum and maximum account balances

- 5.1 The minimum and maximum amount that can be held in your accounts are set out in the special conditions for that account.
- 5.2 The overall maximum holding by any one person in respect of all savings accounts with the Society is £750,000.
- 5.3 If the amount in your account is below the minimum for that account, we can either:
- close your account. We'll give you at least 60 days' written notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum, or
 - pay a reduced rate of interest during any period when it is below the minimum amount. You can find details in the factsheets relevant to your account.

6. Nominated bank account

- 6.1 The nominated bank account must be in your name and held with a UK bank or building society.
- 6.2 Your nominated bank account is the current account that is linked to your account. You chose this as part of your application.
- 6.3 To change your nominated bank account, update the 'Nominated Bank Account' screen in the app or your online banking.
- 6.4 You can only have one nominated bank account across all accounts you hold with Nottingham Building Society.
- 6.5 You are responsible for ensuring that your nominated bank account complies with these Conditions.

7. Making a transaction

- 7.1 Every time you use your account, you must log in securely to your account.
- 7.2 We'll only accept authorisation to carry out transactions on your account from you or anyone who has a legal right to give us instructions.
- 7.3 Transfers by CHAPS, cheque or cash aren't available.
- 7.4 All transactions into and out of your account must be in pounds sterling and via a UK bank or building society account.

8. Paying money into your account

- 8.1 You can only pay money into your account by electronic transfer or standing order.
- 8.2 The first payment into your account must be from your nominated bank account. The details of this must match those entered at application. If you are completing a Lifetime ISA ('LISA') transfer in from your existing LISA provider then this will be your first payment.
- 8.3 All payments after can be from:
- your nominated bank account; or
 - another account you hold with Nottingham Building Society. This does not include accounts held in the name of other brands of the Society or our branch accounts.
- 8.4 The special conditions for your account may set out the types of payments which are accepted.
- 8.5 Money paid into your account by electronic transfer or standing order will be available for withdrawal immediately after we receive it. Any sums received by us outside our normal opening hours will be treated as having been received when we are next open for business on a working day.

- 8.6 To pay money in by electronic transfer or standing order, please use the details set out in the special conditions for your account. If these payment details aren't used correctly, there may be a delay in crediting the money to your account, or the money may be returned to the bank that sent it. We won't be responsible to you for any losses you suffer if this happens.
- 8.7 If a bank or building society tells us that they have made a payment into your account by mistake, we have to help them recover the mistaken payment. We have to give them all relevant information they need to collect the payment. We'll deduct the amount of the mistaken payment from your account.
- 8.8 If the payer's bank or building society can't recover the mistaken payment, the payer can ask them to provide all relevant information on you. This is so they can claim repayment. This information will include your name and contact address.

9. Taking money out of your account

- 9.1 You can't pay money to a non-UK bank or building society.
- 9.2 All payments out of your account must be made to:
- your nominated bank account;
 - or transferred to another account,
- unless the special conditions for your account say otherwise ('receiving account').
- 9.3 You can only make a withdrawal by Faster Payments.
- 9.4 To make a withdrawal, log into your account and complete a withdrawal instruction. You may be asked to use a code we'll send to your mobile phone. This will be treated as your consent to us making the withdrawal.
- 9.5 We'll treat a Faster Payments instruction as being received by us when we receive your consent. However, if you give us an instruction to make a Faster Payment after 4pm (UK time) on a working day, we'll treat your instruction as being received on the next working day.
- 9.6 Faster Payments will reach the receiving account you want to send it to no later than the next working day after we receive your instructions.

Day you request a withdrawal*	Last day interest earned on your account	Day your funds will reach your receiving account
Monday	Monday	Tuesday
Tuesday	Tuesday	Wednesday
Wednesday	Wednesday	Thursday
Thursday	Thursday	Friday
Friday	Sunday	Monday
Saturday	Monday	Tuesday
Sunday	Monday	Tuesday

*Applies to requests made before 4pm. Faster Payments requested after 4pm will be treated as being started the following working day.

- 9.7 You can't cancel a withdrawal instruction relating to a Faster Payment once it has been given to us. The only exception is where you ask us to make the withdrawal on a future date. In this case, we'll try to cancel the instruction if you ask us at any time before 4pm on the working day before the withdrawal is due to be made. Sometimes, we might not be able to cancel your instruction.
- 9.8 We can refuse to allow a withdrawal relating to a Faster Payment (or, where relevant, restrict the amount that can be withdrawn from the account), or delay processing your withdrawal if:
- we aren't satisfied that we have your consent for the instruction;
 - you haven't given us evidence of your identity that we are happy with, if we've asked for this;
 - we need to carry out further checks in order to comply with our money laundering, financial crime or other legal requirements (for example, where we ask for evidence of changes to your name or address);
 - we reasonably believe that there may be fraudulent activity or other financial crime affecting you, the account or the transaction;
 - we are required to do so by any law, regulation, court order or the instructions of a regulator or an ombudsman;
 - there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
 - we reasonably believe that processing the instruction would breach these Conditions;
 - the amount of the withdrawal exceeds the withdrawal limits set out in the Conditions;
 - there are not enough cleared funds in the account to make the withdrawal and/or to cover any charge for making the withdrawal;
 - you're subject to bankruptcy or something similar, or you have entered into a voluntary agreement with your creditors;
 - the account you are sending the money to can't receive payments of that type; and/or
 - we intend to exercise our right of set-off.
- 9.9 As long as it would not be unlawful to:
- we'll tell you of the refusal either by secure message or email. We'll do this as soon as we can and no later than the day when funds should have been available in the receiving account you sent the money to. If we can't tell you before we carry out an instruction, we'll tell you as soon as possible afterwards;
 - we'll explain our reasons for the refusal, if possible; and

- we'll (where relevant) explain how you can correct any factual errors that led to the refusal.

9.10 We may also refuse to allow a withdrawal, or restrict the amount that can be withdrawn, for the following reasons:

- due to matters beyond our reasonable control; or
- circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).
- In either of these cases:
 - we'll act proportionately to the circumstances in question;
 - we'll take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
 - we'll take into consideration the interests of the Society's membership as a whole;
 - we'll tell you in advance if we can;
 - we'll tell you of the restriction by notices on our website; and
 - we may consider exceptions to the restrictions if we are reasonably satisfied that you would suffer substantial hardship.

9.11 You can contact us to discuss any restriction by webchat or secure message in the app or your online banking.

9.12 To process an electronic payment correctly, you must give us the sort code and account number of the receiving account you want to pay. We may also ask you for further information in order to comply with our legal and regulatory obligations.

10. Interest

10.1 We'll tell you the interest rate that applies to your account and when we'll pay it when you open it. You will be able to check your interest rate at any time when you log in.

10.2 We generally:

- calculate interest on deposits from the day we receive it;
- For example, assuming none of the days below are bank or public holidays:

Day we receive money	First day interest starts to be earned
Monday	Monday
Tuesday	Tuesday
Wednesday	Wednesday
Thursday	Thursday
Friday	Friday
Saturday	Monday
Sunday	Monday

- calculate interest on any money withdrawn up to and including the day you make the withdrawal;
- we pay interest on the money in your account rounded down to the nearest pound; and
- we include 29 February when we calculate interest. For accounts that pay interest on 28 February, we'll pay you interest on the 29 February instead when it's a leap year.

10.3 Subject to any special conditions that apply to your account, we can change interest rates as set out in Sections 10.4 and 10.8 below.

10.4 Except for fixed rate accounts, we may introduce or alter 'bands' under which:

- interest is not paid where the amount in the account is below a certain level; and/or
- different interest rates apply depending on the amount in the account.

Details can be found in the other documents that make up the Conditions.

10.5 We'll updated the information on our website and the app within three working days of an interest rate change.

10.6 We won't change the interest rate on a fixed rate account during the fixed rate period.

Changes to interest rates on accounts (excluding tracker accounts)

10.7 We may change interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that will apply in the near future):

- to respond to changes in the Bank of England base rate;
- to respond to changes in the law or the decision of a court or the instructions of a regulator or an ombudsman;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance which apply to us or which we have agreed to follow;
- to respond to changes in our funding costs and help us manage the costs of us raising the money we lend our mortgage borrowers,
- to respond to changes to our costs in managing our savings business, including our administrative costs; and
- to maintain our financial strength and stability for the benefit of all our members, having proper regard to our status as a mutual society.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

10.8 When we make a change, we'll tell you about it in the following ways:

- if we reduce an interest rate and you have £100 or more in your account, we'll tell you in writing 14 days in advance of the change. You'll be given 30 days from the date of this notification to close or switch your account without notice or penalty.
- if we reduce an interest rate and you have less than £100 in your account or we increase an interest rate, we won't tell you in advance. We'll tell you by placing notices in our branches and/or placing a notice on our website.

II. Account charges

- 11.1 We don't charge you for the day to day running of your account.
- 11.2 However, we may charge for products or services relating to your account. We'll tell you about these before we provide the product or service or at any other time you ask. These charges are set out on our website.
- 11.3 We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that will apply in the future):
- to respond to changes to our costs in managing our savings business, including our administrative costs;
 - to respond to changes in the law, decisions of a court or the instructions of a regulator or an ombudsman;
 - to meet relevant regulatory requirements;
 - to respond to new (or changes to) statements or codes of practice or industry guidance which apply to us or which we have agreed to follow.
- Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 11.4 Changes may include removing or changing existing charges or introducing new charges.

Changes to charges

- 11.5 Where we introduce or increase a charge relating to:
- the day-to-day running of your account; or
 - Faster Payments or other electronic payments into or out of your account,
- we'll give you 60 days' written notice before the change comes into effect. At any time up to the date the change comes into effect, you have the right to switch your account or close it without losing any interest or paying any additional charges. If you don't tell us that you object to such a change before it comes into effect, we'll take this to mean you have accepted it.
- 11.6 Where:
- the change doesn't relate to the day-to-day running of your account;
 - the change doesn't relate to Faster Payments or other electronic payments into or out of your account; or
 - we reduce a charge,
- we'll tell you about the change by placing a notice on our website at least 30 days before the change takes effect.
- 11.7 You may have to pay us other taxes or costs that aren't paid through us or charged by us.

12. Unauthorised transactions

- 12.1 If we become aware of actual or suspected fraud or a security threat affecting any of your accounts, we'll contact you by telephone. If we can't reach you by telephone, we'll contact you by post.
- 12.2 You'll be liable for all losses arising from an unauthorised transaction or transactions:
- where you've acted fraudulently, and no limit will apply to your liability; or
 - where you deliberately or with gross negligence fail to comply with any of the requirements to keep your passbook or account information safe. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 12.3 You'll be liable for £35 from an unauthorised transaction or transactions where the loss arises from unauthorised use of your account information. We'll not ask you to pay us anything for any payments taken from your account after you told us.
- 12.4 You won't be liable for any losses arising from an unauthorised transaction or transactions:
- where the loss, theft or unauthorised use of your passbook or account information wasn't detectable by you before the unauthorised transaction or transactions occurred; or
 - after you have notified us of the loss, theft or unauthorised use of your passbook or account information; or
 - where we have failed to provide a notification process to allow you to report the loss, theft, or misappropriation of your passbook, or any unauthorised use of your account;
 - where we have failed to carry out security checks to the standard required under relevant laws and regulations; or
 - where those losses were caused by anything that we, our employees or agents did or failed to do.
- 12.5 If you tell us of an unauthorised transaction, and we are responsible for the loss, we'll refund the amount of the unauthorised transaction. We'll restore your account to how it would have been if the unauthorised transaction had not been made. This means we'll reimburse you for any interest you have lost (or debit interest you have incurred). We'll also refund you any charges you've incurred as a result of the unauthorised transaction. We'll process your refund no later than the next working day after you contact us.
- 12.6 If we think you have been involved in fraud, we don't have to refund you within one working day and we may investigate further. If we investigate, we'll tell you of this no later than the next working day after you contact us. You must co-operate with us and with the police, if we need to involve them.

- 12.7 If we investigate and determine that we don't have to refund you, we'll tell you. Otherwise, we'll refund the amount of the unauthorised transaction and we'll restore your account to how it would've been had the unauthorised transaction not been made. This means we'll reimburse you for any interest you have lost (or debit interest you have incurred). We'll also refund you any charges you have incurred as a result of the unauthorised transaction.
- 12.8 If you have any reason to think that a transaction has occurred on your account without your authorisation, you must tell us as soon possible. If you don't tell us within 13 months of the transaction, we don't have to investigate or refund you.
- 12.9 If we refund you and discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your account (and any interest we have paid you on that money).

13. Mistaken and delayed transactions

- 13.1 If we fail to process a transaction, fail to process it on time, or process it incorrectly, we may be liable to you. However, we won't be liable to you:
- where you did not give us the correct payment details. It is your responsibility to make sure that the payment details are correct. If you give us incorrect payment details, we'll make reasonable efforts to recover any money that has been sent incorrectly. We may charge you any costs we reasonably incur in trying to do this. Where we can't recover the money, you can ask us to provide you with relevant information. You can do this by writing to us. This may help you make a claim for repayment;
 - where you don't tell us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out;
 - where we can show that the payee's bank or building society received the correct payment and payee's details on time;
 - where we had reasonable grounds to delay the transaction; or
 - where it wasn't possible for us to process your instruction due to matters beyond our control.
- 13.2 We'll reimburse you for losses due to a mistake, failure, or delay in processing a transaction. Our liability will be limited to refunding the amount of the transaction together with:
- any interest you should have received but did not receive; and/or
 - any interest or charges you have to pay in either case as a direct result of our mistake, failure or delay.

14. Changing these Conditions

- We can change these Conditions if we reasonably believe that the change is needed for any of the following reasons (that may relate to circumstances existing at the time or those that will apply in the near future):
- to respond to changes in the law or the decisions of a court or the instructions of a regulator or an ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer or fairer;
- to provide you with extra benefits or services;
- to respond to new (or changes to) statements or codes of practice or industry guidance which apply to us or which we have agreed to follow.

Any changes we make to the Conditions will be proportionate to the circumstances giving rise to the change.

Where we change any part of the Conditions which deal with the way Faster Payments or other electronic payments can be made into or out of your account, we'll tell you at least two months in advance. We'll tell you by secure message or email. At any time up to the date the change comes into effect, you have the right to switch your account or close it without having to lose any interest or pay any additional charges. If you don't tell us that you object to a change before the date on which it comes into effect, you'll be deemed to have accepted it.

- 14.1 In all other cases, we can make changes as follows:
- We can make a change which benefits you straight away. We don't need to tell you before we make the change. We'll tell you about it in writing within 30 days of it being made. You don't have any extra rights to close or switch your account.
 - We can make a change which doesn't benefit you if we tell you 30 days before the change comes into effect. We'll tell you by secure message or email. At any time within 60 days of us telling you about the change, you have the right to switch your account or close it without having to lose any interest or pay any additional charges. If you don't tell us that you object to a change before the date on which it comes into effect, you'll be deemed to have accepted it.
- 14.2 If you have a fixed rate account you can only close or switch your account at the end of the fixed rate period.
- 14.3 If we've made a major change or a lot of minor changes in any one year, we'll give you a summary of the changes and you can contact us for a copy of the updated Conditions.

15. Suspending your account

- 15.1 We can restrict or suspend your account if:
- you've told us that, or we have reason to believe that, your details have been compromised, used without your authorisation or used fraudulently or your account is under review; and/or
 - we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.
- 15.2 As long as it wouldn't be unlawful for us to do so, or it would not compromise reasonable security measures:
- we'll tell you that we intend to restrict or suspend the use of your account in advance. If for any reason we are unable to tell you before we do so, we'll tell you afterwards without delay; and
 - we'll explain our reasons for restricting or suspending your account.
- 15.3 We'll remove the restriction or suspension of your account as soon as possible after the reasons for the restriction or suspension no longer

apply.

15.4 You must tell us as soon as possible if your email address, mobile phone number, password or one time passcode (OTP):

- become known by, or if you think they may be known by, anyone else; or
- if you become aware that someone else has used or attempted to use them and you have been unable to change your password.

You can tell us by calling 0800 953 0136 or using the security features in the app.

16. Closing your account

16.1 You can close your account at any time, unless the special conditions say something different. You can ask to close your account by selecting 'Close account' on the 'Account Overview' page.

16.2 We can close all or part of your account at any time without giving any reason on two months written notice. We won't:

- use this right to repay a fixed term investment before the end of the fixed term; and
- close your account, or threaten to do so, as a response to a valid complaint that you have made.

16.3 We can close all or part of your account straight away where:

- you have been threatening or abusive towards our staff;
- you've given us any false information in relation to your account – for example, if we wouldn't have accepted your application if you had given us accurate information;
- you weren't entitled to open the account;
- you seriously or repeatedly breach these Conditions;
- your account has become overdrawn and you do not repay the amount owed when we ask you to do so;
- we believe you or someone else is using the account illegally or for criminal activity;
- we are told that you are subject to bankruptcy or something similar, or you have entered into a voluntary agreement with your creditors;
- we are obliged to do so by law, regulation, court order or the instructions of a regulator or an ombudsman; or
- the contract between us is void or unenforceable at law.

16.4 If we close the account, will pay interest at the agreed rate up to the date we repay any money left in your account. We may do this by sending the money to your nominated bank account.

17. Unclaimed balances

17.1 If you haven't made any payments to or withdrawals from your account 15 years or more, your account will be considered dormant. In this case we may close your account and transfer any money in it to an authorised reclaim fund or charity. For membership purposes, you'll be treated as having the same shareholding as you would've had had the account balance not been transferred.

17.2 If you contact us later on, we'll either open a new account for you and re-credit that account or repay the money to you with a reasonable interest rate.

18. Notices

18.1 You'll be deemed to have received an email or secure message once we have sent it to you. You'll be deemed to receive a letter or other personal notice 48 hours after we have sent it to you.

18.2 If we fail to:

- send you a notice intended for our investors generally or a category of investors you fall in;
- display a notice on our website,

this won't make the notice invalid.

18.3 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

19. Matters beyond our control

19.1 We won't be liable to you if we are unable to provide any service in connection with your account, or for any act or omission on our part in providing any such service, as a result of:

- matters beyond our reasonable control, where the consequences were unavoidable despite our reasonable efforts – for example, strikes or power failures; or
- having to comply with any legal or regulatory requirement.

20. Set off

20.1 We may use the money in your account towards payment of any money that you owe us that is due for payment but has not been paid – for example, under a mortgage. This is known as our right of set off.

20.2 We won't use our right of set off in relation to money in your account if we have grounds to think that any of the following apply.

- The money is needed to meet your essential living expenses or payments due in respect of:
 - mortgage or rental payments on your home;

- your essential goods or services – for example, payments due for your cooker or refrigerator or how you to travel to work;
 - utilities (water, gas or electricity); or
 - court orders or legislation (for example, council tax, child support maintenance or court fines).
- You are holding the money on behalf of someone else.
 - You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose.
 - You are under a legal obligation to keep the money and use it in a particular way.
 - If we propose to use our right of set off, we'll contact you at least 14 days before we do to tell you this.
 - Once we have used our right of set off, we'll contact you promptly to tell you that we have done so.
 - Once we have used our right of set off in relation to money in your account that money will cease to be yours and you won't earn any interest on it.

21. Governing law and jurisdiction

21.1 The Conditions are governed by the laws of England and Wales.

21.2 Any dispute or legal action will be dealt with by the English courts.

22. Language

22.1 The Conditions are written in English and all communications between you and us will be in English.

Additional information

How to contact us

You can contact us by secure message or webchat in the app or online banking.

You can also call us on 0800 953 0136 to:

- report that your security details have been compromised.
- report any unauthorised transactions on your account.

Please note that some ways of contacting us may be restricted for certain accounts. Your special conditions will tell you if this is the case.

Charitable assignment

We require that, when you open an account, you agree to give to charity any windfall benefits to which you might become entitled on any conversion or takeover. Please see below for further details of the agreement.

This requirement does not apply to you if you have been a member of the Society continuously since before the 30 January 1999.

Taxes

We'll pay your interest without tax taken off. It is your responsibility to declare any interest you earn over your personal savings allowance directly to HMRC.

Tax treatment depends on your individual circumstances and may be subject to change in the future.

Your right to privacy

We collect personal information about you when you apply for products or make use of our services.

Your right to privacy is very important to us. We take the security of your information seriously and have strict policies and processes in place to ensure it remains safe. Our Privacy Policy describes the way we collect information, how we use it and how we protect it.

For more information, you can view the Privacy Policy at any time on the Nottingham Building Society website.

Complaints

We're committed to giving you first class service. However, if something goes wrong we know that you may want to make a complaint. You can find information on making a complaint on our website and in the Help Centre in the app. Complaints can be made via our webchat function or by sending a secure messaging which can be found when logged in.

We'll look into your complaint promptly and write to you with details of our findings and what we plan to do to put things right. If you are unhappy with the delay or our solution, you can refer the matter to the Financial Ombudsman Service. You must do this within six months of the date of our final response letter.

Financial Ombudsman Service

We are members of the Financial Ombudsman Service. This provides an independent service to consider complaints against its members. The Ombudsman will only become involved in your complaint if you aren't happy with our final response letter. Please ask us if you would like a copy of the leaflet describing the Ombudsman scheme. You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

www.financial-ombudsman.org.uk

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

If your complaint relates to a payment service we have provided, you are also able to complain to the Financial Conduct Authority.

Financial Services Compensation Scheme

The Society is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this Scheme if we can't meet our obligations.

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk

Membership rights

Individuals holding share accounts with the Society are members of the Society and are bound by our rules. You can get a copy of the rules on the Society website.

The rules set out the rights and obligations of membership.

What you can do to protect your account

a) General

You can help keep your account safe by:

- never writing down your email address, mobile phone number or password on anything we send for you to keep or anything you keep with your account details;
- never recording your password in any way that can be understood by others;
- checking your account transactions regularly;
- taking care when getting rid of information about your account – for example, you should take simple steps such as shredding printed material;
- co-operating with us and the police in investigating transactions;
- never giving your account details or security information to anyone unless you know who they are and why they need them; and
- following any reasonable instructions which we publish on our website and which are intended to help you keep your accounts safe.

b) Password

We won't tell anyone else your password.

If you forget your password go to the log in page, select 'Forgotten password' and follow the instructions.

We won't send any correspondence relating to your password unless you have requested a new one. If you do request a temporary password, instructions will be sent to the current registered email address that you have provided.

c) One time passcode (OTP)

To make payments and access our online services you will need to register your mobile phone number and email address to receive one time passcodes (OTP) that we will send to your phone or by email. You will need to enter this OTP code to verify and complete certain transactions.

You must take all reasonable precautions to prevent anyone else from accessing the OTP and must never disclose it to anyone, even if they claim to be our employees or agents. Will never ask you to disclose your OTP.

You must tell us as soon as possible if you change your phone number, email address or your mobile phone is lost or stolen. We'll send an email to confirm this request. If you receive an email confirming a request to change and you have not asked to change your number, please contact us immediately.

Other important information

- (i) If an account is solely held by an individual who dies:
 - the money in the account will normally be paid to the person who is entitled to it under the deceased's will or the laws which apply if someone dies without leaving a will; but
 - if the amount in the account is £30,000 or less (or a different amount if the government decides), our rules (which follow the law governing building societies) allow us to pay the money to a person who gives us a formal declaration that they are legally entitled to it.
- (ii) If we are satisfied that you can't look after your finances any longer, we'll assist an attorney or family members to close the account and transfer the money out.
- (iii) If we can't enforce any part of these Conditions, this won't affect our right to enforce the rest of these Conditions or other contract terms.
- (iv) We don't have to take action on any claim by a person other than you regarding your account. We aren't liable if we don't take action on their claim.
- (v) For your protection and to help resolve any disputes, all phone calls may be recorded and secure messages, webchat and emails will be securely stored.

Nottingham Building Society
Nottingham House
3 Fulforth Street
Nottingham NG1 3DL
Tel: 0344 481 0933
www.thenottingham.com

Nottingham
Building Society

