

Part 8 Charitable Assignment

Words printed in italics in this section of the application form are explained in the notes at the end.

- Paragraphs 2 to 6, below, will apply to me unless I am an *exempt customer* at the time when the Society *opens* my account.
- I agree with the Society that, if the right to any *windfall benefits* is granted to me after my *account* is opened, I will assign my *windfall benefits* to the *selected charity* unless, on the *conversion announcement date*, I am a borrowing member with a mortgage from the Society. If I have entered into any agreements binding me to the *previous terms*, but then ceased to hold shares in the Society, this agreement replaces those previous agreements, which will no longer apply.
- I authorise the Society and the *successor* to pass any *windfall benefits* referred to in paragraph 2, above, direct to the *selected charity* (or to any other registered charity which the *selected charity* may nominate to receive those benefits), without notice to me.
- I agree that:
 - the Society has promised to transfer to the *selected charity* the benefit of the agreement which I have given under paragraph 2, above;
 - neither the Society nor the *selected charity* will release me from that agreement; and
 - any power of the Society to change the terms of its contract with me will not apply to any of the terms set out in this section of the application form.
- I authorise the Society to give the *selected charity* any information about me or any account which I have with the Society (now or in the future) – but only if the *selected charity* reasonably needs it regarding the agreement I have given under paragraph 2, above.
- I agree that the Society will require anyone who becomes a shareholding member (who is not then an *exempt customer*) to agree to assign to charity the right to any *windfall benefits* which that person may become entitled to. The terms of the agreement will be decided by the Society and may be different from the *current terms*. This paragraph will no longer apply if the Society publishes a notice in the press of a decision by the Society that it will no longer require new shareholding members to enter into such agreements.

Notes

These notes apply to paragraphs 1 to 6, above:

- Your "*account*" is the share account which you are applying to open by completing this form.
- The "*conversion announcement date*" means the date on which the Society makes a public announcement of a proposal to transfer its business to a *successor*.
- The "*current terms*" means terms which are the same as, or similar to, the terms set out in paragraphs 2 to 5, above.

- You are an "*exempt customer*" when you open the *account* if:
 - you have held shares in the Society (other than permanent interest bearing shares) at all times since before 30 January 1999; or
 - you are a borrowing member with a mortgage from the Society; or
 - you have already entered into an agreement with the Society binding you to the *previous terms* and have continued to hold shares in the Society (other than permanent interest bearing shares) at all times since the account for which you were then applying was *opened*; or
 - you belong, in respect of the *account*, to one of the groups of other people who, in the Society's opinion, do not need to be asked to agree to the *current terms*. A list of these groups is available from the Society at any time. The Society may alter the number and composition of the groups from time to time, but no alteration will apply retrospectively.
- You "*open*" an account either by opening a new account or by having an existing account transferred into your name (whether as sole or joint holder).
- The "*previous terms*" means the terms of the agreement headed "Charitable Assignment" contained in the share application forms used by the Society between 30 January 1999 and 5 April 2000.
- The "*selected charity*" means the Charities Aid Foundation or, if it is at any time no longer a registered charity, any other registered charity or registered charities selected by it to receive assignments of *windfall benefits*.
- The "*successor*" is any company or other corporate body to which the Society transfers its business under section 97 of the Building Societies Act 1986 (or under any provision which amends or replaces it).
- A "*windfall benefit*" is a benefit which a person has the right to receive, as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a *successor* (i.e., on a conversion or take-over) other than:
 - the replacement of savings in a share account with the Society with savings in a deposit account with the *successor*; or
 - any benefit which the Society has decided may be kept by a person in respect of some or all of his/her accounts. A list setting out the conditions which determine whether, and to what extent, any benefit may be kept is available from the Society at any time. These conditions may be altered by the Society from time to time, but no alteration will apply retrospectively.
- Where more than one of you is signing this form, paragraph 1 and (if applicable) paragraphs 2 to 6, above, apply to each of you separately (though the effect of paragraph 2 may be different, depending on who is the first-named holder of the *account* when the right to any *windfall benefits* arises).
- If the Society no longer exists following a merger with another building society, paragraphs 2 to 6, above, will still apply between you and the other society.

Part 9 Declaration

- I am investing the amount shown on this form in Nottingham Building Society just for my benefit as the owner.
- All subscriptions made, and to be made, belong to me.
- I am 16 years of age or over.
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a cash ISA, a stocks and shares ISA, an innovative finance ISA, and a Lifetime ISA in the same tax year.
- I have not subscribed and will not subscribe to another cash ISA in the same tax year that I subscribe to this cash ISA.
- I am resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Nottingham Building Society if I cease to be so resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.
- I authorise Nottingham Building Society to hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash.
- I authorise Nottingham Building Society to make on my behalf any claims to relief from tax in respect of ISA investments.
- The total amount I have invested in the Society, including the amount I am investing now and the total amounts in any other accounts where I am named as an individual, joint, trustee, nominee, or executor holder is not more than £750,000.
- I will not invest any extra amounts that would increase the total amount I have invested as an individual, joint, trustee, nominee, or executor holder in the Society to more than £750,000.
- I have read and agree to the terms and conditions of this account as set out in the product literature, savings account terms and conditions leaflet and this application form.
- This application form has been completed to the best of my knowledge and belief.
- I have been given clear and appropriate information in regards to the protection of my eligible deposits and the relevant exclusions.

Part 10 Your signature

Please tick the box that applies:

- I have already made up my mind about the account I want and don't need further help or information.
- I have been given clear and appropriate information on the different types of savings and investment accounts to help me choose the right one for me.

Please sign below to confirm that you have read and agree to the Data Protection statement, HTB: ISA Customer Declaration, Charitable Assignment and declaration shown in this document, as well as the HTB: ISA terms and conditions.

Account holder's signature: _____ Date: _____

For our use only

Date account opened: <input type="text"/> <input type="text"/> <input type="text"/>	Address ID1: _____	Address ID2: _____
Transfer from account number <input type="text"/>	_____	_____
Customer number: <input type="text"/>	Signature ID1: _____	Signature ID2: _____

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