

**Chorley
Building
Society**

TRUSTED SINCE 1859



Savings

Chorley Building Society Savings Accounts

General Terms and Conditions



Effective from 1 December 2021

www.chorleybs.co.uk

This booklet sets out the general terms and conditions under which we will operate an account for you. It is important that you read these terms and conditions carefully. If there is anything that you don't understand or have any queries about please ask us and we will be happy to answer your questions.

Head Office: Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ

Chorley Branch: 28/30 High St, Chorley, Lancashire, PR7 1DW

Leyland Branch: 153/155 Towngate, Leyland, Lancashire, PR25 2LH

Savings Hotline: 01257 235 003

Email: savers@chorleybs.co.uk

Our opening hours are 9.00 am to 5.00 pm Monday to Friday (except Wednesday when we open from 9:45 am) and 9:00 am to 12: 00 pm on Saturday.

The Chorley and District Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Our Financial Services Register number is 206023. You can view the FCA's Register on their website at register.fca.org.uk or by contacting the FCA on 0800 111 6768.

- 1.1 These terms and conditions (referred to as the “Conditions”) apply to each savings account you hold with the Society, together with any special features and terms and conditions for a particular type of account (referred to as the “Product Specific Features” throughout this booklet) and our Tariff of Fees & Charges. Together these documents form the legal agreement for your account. If there is any conflict or inconsistency between these documents, the Product Specific Features will take priority over anything else.
- 1.2 In the Conditions:
- references to “the Society”, “we”, “us” and “our” are to The Chorley and District Building Society and include our successors and anyone to whom we transfer our rights in respect of an account;
 - references to “you” and “your” are to holders of savings accounts and include your personal or other legal representatives;
 - “Account Document” means a passbook, certificate or any similar item relating to your account, depending on the type of product you choose;
 - “Nominated Account” for some types of account we require you to set up a “Nominated Account”. This means the personal UK bank or building society account which you have given us details of when you opened your account with us (or any replacement account which you have told us you would like to use for this purpose which meets our requirements and which we have updated on our records as your Nominated Account). This is the account which we require to be used to send/receive payments into/out of your account. Nominated Accounts must be held with UK banks or building societies, must be capable of receiving Faster Payments, CHAPS and BACS and you must be named as the account holder. The Product Specific Features will explain if a Nominated Account is required.
 - “normal business hours” means Monday to Friday from 9am to 5pm, except Wednesday when we are open from 9:45 to 5pm; and
 - “working day” means a day other than a Saturday, Sunday or bank holiday.
- 1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 24 for additional requirements which apply as well as the rest of these Conditions.
- 1.4 You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Head Office, asking in person at one of our branches or looking on our website.

- 2.1 If these Conditions apply to your account you will, be a member of the Society (and therefore our Rules will also apply to you as a member) unless your account is a deposit account. The Product Specific Features and/or your application form will state if your account is a deposit account. These Conditions and/or any Product Specific Features will override the Rules in the case of any inconsistency. A copy of the Rules is available on request at any of our branches or on our website.
- 2.2 If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules, namely 4(4) to (7), 5, 6(1) to (3), 8(4) and (5), 12(5) and 44. These Rules apply to deposit account holders (as if they were shareholding members), except to the extent that they are inconsistent with these Conditions.
- 2.3 New investing members are subject to the Society's Charitable Assignment Scheme, full details of which are set out in the application form.

Opening an account and your right to change your mind

- 3.1 Accounts may only be opened and maintained by UK residents. We will require satisfactory evidence of identity and address before an account is opened. We will tell you what evidence is required as part of your account opening process. If we receive money without satisfactory evidence, then we may return the money (without interest) and/or retain it pending instructions from any relevant authority.
- 3.2 You will need to satisfy any requirements in the Product Specific Features about which customers the account is available to (for example any minimum or maximum age, UK residents only etc.) before we can open it. Where the Product Specific Features require you to have a Nominated Account, the money used to open your account must be transferred from the Nominated Account.
- 3.3 We can refuse to open an account without being obliged to give a reason.
- 3.4 Once you have opened an account, except as set out in Condition 3.5 below, you have 14 days after the account is opened (or, if later, 14 days from the day you first receive, on paper or electronically, these Conditions and the Product Specific Features) to notify us in writing at our Head Office that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts which you are eligible for or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges. If you do not exercise your right to change your mind, you will continue to be bound by these Conditions and the Product Specific Features.

- 3.5 Please note that Condition 3.4, and the option to change your mind it provides, does not apply to fixed rate accounts (other than a fixed rate cash deposit ISA).

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Account details

- 4.1 The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
- 4.2 It is your responsibility to notify us of any change of address. You should also notify us of any change of name, telephone number and email address (if you have told us you want to be contacted in this way). All notifications must be in writing by completing the Change of Details Form which is available on request from our branches or on our website.
- 4.3 You agree to produce evidence of any new name or address, if we ask to see it. If your account has an Account Document, you must send or produce it to us so that we can note the change of name.
- 4.4 You agree to provide us with specimen signatures, if we ask for them.
- 4.5 If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.
- 4.6 As accounts are only available to UK residents, if you cease to be a UK resident (or any joint account holder ceases) we can require the account be closed.
- 4.7 If:
- (a) you lose your Account Document; and
 - (b) at or about the same time you notify us of a change of address,
- then we will not issue any cheques from the account payable to anyone other than you for a period of 7 days from the date we receive the notification. This is to protect you against possible fraud.
- 4.8 Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying money in or withdrawing it.
- 4.9 If you want to change any Nominated Account you must tell us and obtain our approval. The Nominated Account will not be changed until we have confirmed this in writing.

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Minimum and maximum account balances

- 5.1 The minimum and maximum amounts that can be held in any particular account are set out in the Product Specific Features.
- 5.2 We can close an account if the amount in it is below the minimum for that account. We will give you at least two months' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum. Instead of closing the account (or during any period when it is below the minimum amount) we may pay a reduced rate of interest.
- 5.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is £500,000.

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Paying money into your account

- 6.1 Unless the Product Specific Features specify otherwise, you can generally pay money into your account at any of our branches during our normal business hours on a working day, or by electronic transfer or by post. However, for security reasons we do not accept cash sent by post. Please see Condition 7.2 regarding when interest becomes payable.
- 6.2 Unless the Product Specific Features specify otherwise money may also be paid into your account by electronic transfer (CHAPS or Faster Payments) or standing order. The payer will need to send the payment to Account Number: 11758805 and Sort Code: 16-16-22. The payer will also need to quote as a reference your savings account number. If your savings account number is not quoted the payment will be returned.
- 6.3 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 6.4 If you wish to pay money into your account by standing order where you are permitted to do so, you will need to set this up direct with your bank.
- 6.5 We cannot accept payments by direct debit.
- 6.6 Cheques should be made payable to the account holder, with the account number written on the back so it is clear who the money is intended for. On joint accounts cheques can be made payable to either account holder. You should note that cheques normally become out of date after six months.
- 6.7 When paying in money by cash, you will need to produce your Account Document or provide your account number.

- 6.8 Money paid into your account by cash or electronic transfer will be available for withdrawal immediately after we receive it, subject to Condition 9. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. Please see Condition 13 below regarding cheques and uncleared funds.
- 6.9 Where the Product Specific Features require you to use a Nominated Account, payments into the account can only be made from the Nominated Account using the methods permitted under this Condition 6 and the Product Specific Features.
- 6.10 Payments into your account can only be made in £ Sterling.

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Interest

- 7.1 We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:
- on our website;
 - by telephoning us on 01257 235 003;
 - by asking our staff at our branches; and
 - by looking at notices in our branches.
- 7.2 On our accounts we generally:
- (a) calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day;
 - (b) calculate interest on a sum deposited by cheque from the next working day after we receive it;
 - (c) calculate interest on a sum withdrawn up to and including the day before the day you make the withdrawal; and
 - (d) give you the choice of having the interest added to the account, paid into another account with us, or (if applicable) paid into the Nominated Account.
- However, this may vary depending on the type of account. You should check the Product Specific Features.
- 7.3 Subject to any Product Specific Features (for example if the interest rate on the account is a fixed rate) we can change interest rates as set out in the rest of this Condition 7 below. Please note Conditions 7.4 to 7.8 do not apply to tracker accounts or fixed rate accounts. Where we change an interest rate this may include a change made to the “tiers” on an account under which interest is paid at different rates.

Changes to interest rates on accounts (excluding tracker accounts and fixed rate accounts)

- 7.4 We may change interest rates at any time for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):
- (a) to reflect changes in the Bank of England bank (base) rate
 - (b) to reflect changes in mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
 - (c) to enable us to manage the difference between the interest rates charged to our borrowers and interest rates paid to our investors, or the providers of funds to us, taking into account the interests of our business, the interests of our members as a whole, and your rights and interests as an account holder;
 - (d) to respond to changes in the law or the decision of a court or ombudsman;
 - (e) to meet relevant regulatory requirements;
 - (f) to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - (g) to reflect changes to our costs in providing the account, including administration costs and costs of providing services or facilities.

When we make any such change, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

- 7.5 We can also change the rate of interest for any valid reason (other than a reason mentioned above) where we reasonably believe the change is fair in the circumstances, taking into account the interests of our business, the interests of our members as a whole, and your rights and interests as an account holder. Any change we make to interest rates under this Condition will be proportionate to the reason giving rise to the change.
- 7.6 Where the change is an increase in the interest rate, we will tell you about it by placing notices in our branches and on our website within 30 days of the change.
- 7.7 Where the change is a reduction in the interest rate, we will tell you about it by letter within 14 days before it comes into effect.

This does not apply to:

- (a) interest rate tiers applicable to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements); or
- (b) if the change is not material.

For this purpose, a change is “material” if your account has a balance of £100 or more at the time the decision is taken to change the interest rate.

Where the reduction is not material, we will tell you about it in one of the ways mentioned in Condition 7.6.

- 7.8 If we notify you of a material reduction in the interest rate under Condition 7.7 the notification will be provided:
- (a) (if your account does not have a notice period for withdrawals) at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you may close or switch your account to another of our accounts which you are eligible for without having to lose any interest or pay additional charges; or;
 - (b) (if your account has a notice period for withdrawals) at least 14 days plus the period of notice applicable to the account (or 30 days if longer than the notice period) before the rate change. In this case your account’s normal notice period for making withdrawals from or closing the account will apply.

Changes to interest rates on tracker accounts

- 7.9 Where your account is a tracker account as explained in the Product Specific Features, the interest rate will increase or decrease in line with any change to the Bank of England bank (base) rate from the 1st of the month following the relevant Bank of England announcement. We will tell you about the change within 30 days of the Bank of England’s announcement by general notice in our branches and on our website.

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Account charges

- 8.1 We may make charges for items relating to your account. Details of any charges relating to the day-to-day running of your account are contained in our Tariff of Fees and Charges. You can find them on our website, or by telephoning us or enquiring at our branches. We do not make any charges relating to the day to day running of your account.
- 8.2 Where the charge does not relate to the day-to-day running of your account we will tell you before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask.
- 8.3 Charges incurred will be debited to your account. We will notify you before we do this.
- 8.4 We can reduce or abolish a charge for any reason at any time. We can only increase a charge or introduce a new one 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 are expected to apply in the near future):

- (a) to reflect reasonably incurred changes to our costs of providing services or facilities, including our administrative costs and/or changes to the type of services we provide;
- (b) to respond to changes in the law or the decisions of a court or ombudsman;
- (c) to meet relevant regulatory requirements;
- (d) to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

When we make any such change, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any such change we make will be proportionate to the circumstances giving rise to the change.

- 8.5 We can also change the charges we make for any valid reason (other than a reason mentioned above) where we reasonably believe the change is fair in the circumstances, taking into account the interests of our business, the interests of our members as a whole, and your rights and interests as an account holder. Any change we make to charges under this Condition will be proportionate to the reason giving rise to the change.
- 8.6 If we introduce or increase a charge relating to the day-to-day running of your account, we will give you at least 30 days' written notice before the charge comes into effect.
- 8.7 If we give you notice of a change under Condition 8.6 then, at any time up to 30 days after the date of the notice, you have the right to switch the account or close it without having to lose any interest or pay any additional charges.
- 8.8 Where we make a change to existing charges, or introduce new charges, in respect electronic payments into or electronic withdrawals from your account, we will give you at least two months' 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 the account or close it without having to lose any interest or pay any additional charges.
- 8.9 If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 8.10 There may be other taxes or costs that are not paid through us or charged by us.

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Withdrawals

- 9.1 Withdrawals may be made during our normal business hours, subject to any Product Specific Features and to any branch withdrawal limits.
- 9.2 Our current branch limit for a cash withdrawal is £500 per day per customer. Cash withdrawals over £500 up to a maximum of £3,000 require 48 hours' notice.

- 9.3 Cheque withdrawals up to £100,000 can be made on demand. Cheque withdrawals over £100,000 require one day's notice.
- 9.4 No withdrawal will be allowed from an Account Document account, unless you produce the Account Document at the time of withdrawal.
- 9.5 We may refuse to allow a withdrawal (or, where relevant, restrict the amount that can be withdrawn from the account), or delay processing your withdrawal instruction if:
- (a) we are not satisfied that we have the proper written authority for the withdrawal, or you have not produced your Account Document, in accordance with Condition 9.4;
 - (b) you have not given us evidence of your identity, if we have asked for this;
 - (c) we need to carry out further checks in order to comply with our anti-money laundering, financial crime or other legal requirements;
 - (d) we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
 - (e) we are required to do so by any law, regulation or court order;
 - (f) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
 - (g) we reasonably believe that processing the payment would breach the requirements of these Conditions and the Product Specific Features;
 - (h) the amount of the withdrawal exceeds the withdrawal limits set out in the Conditions, as amended from time to time;
 - (i) there are insufficient cleared funds in the account to make the payment and/or to cover any charge for making the payment;
 - (j) you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
 - (k) the terms of the payee's account prevent completion of the transactions, or the payee's account is unable to receive payments of that type;
 - (l) we intend to exercise our right of set-off under Condition 23;
 - (m) you have lost your Account Document (where applicable) and Condition 4.7 applies.
- 9.6 Provided it would not be unlawful for us to do so:
- (a) we will notify you of the refusal either by telephone or in writing. We will do so at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee under Condition 10.3. If for any reason we are unable to notify you before we refuse to carry out a transaction, we will do so immediately afterwards;

- (b) we will explain our reasons for refusal, if possible; and
- (c) we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.

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

- (a) due to circumstances beyond our reasonable control, as explained in Condition 22; or
- (b) 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:

- i. we will act proportionately to the circumstances in question;
- ii. we will notify you of the restriction by notices on our website and in our branches;
- iii. we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- iv. we will take into account the interests of the Society's membership as a whole;
- v. we will, if practical, give advance notice; and
- vi. we may consider exceptions to the restrictions if we are reasonably satisfied that extreme substantial hardship would otherwise be caused. If this applies, written request must be submitted to the Society's Executives for consideration.

9.8 Where the restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on 01257 235 003.

9.9 If a withdrawal is made by a cheque in favour of someone other than you, we will not stop payment of the cheque unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.

9.10 Please also note that:

- (a) we will not send cheques to third parties by post.
- (b) we do not permit withdrawals to be made by direct debit or standing order.

9.11 Condition 10 contains additional information about withdrawals made by automated or electronic payments.

- 10.1 If the Product Specific Features allow, you may make electronic payments from your account by way of CHAPS.
- Please note that CHAPS payments:
- (a) can only be made to an account in your name held with another bank or building society (unless the account holder is deceased as set out under Condition 26 or the payment is required for a house purchase), and
 - (b) will incur a fee (refer to our Tariff of Fees & Charges for details).
- 10.2 We will only make a CHAPS payment if you have sufficient cleared funds in your account.
- 10.3 Depending on the type of account you have (for example, whether it is a branch account or a postal account), you may be able to make a CHAPS payment by writing to us or in person at one of our branches at any time up to 3pm on the working day on which you wish the payment to be made from your account. If we receive the instruction after that time, it will be processed the following working day. You will need to provide us with your bank account number and sort code and the bank's name and address (if the Product Specific Features for your account require all withdrawals to be into the Nominated Account we will have this information so you will not need to provide it). You will also need to provide us with some identification and/or security details (we will, on request, let you know what we need for this). The money will be taken from your account and will normally reach the payee's account on the same day, but no later than the next working day.
- 10.4 A CHAPS transfer cannot be cancelled once the instruction has been given to us.
- 10.5 If a bank or building society tells us that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If you do not dispute us returning the funds to the paying bank, we will deduct the amount of the mistaken payment from your account. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.
- 10.6 For further details about how CHAPS payments work, and what we will need to make them, please contact us in person at one of our branches or by writing to us at our Head Office, or by telephoning us on 01257 235 003.
- 10.7 If you receive a refund on any CHAPS payment, we will pay the amount of the refund into your account when we receive it.

- 10.8 You remain liable to make a payment even if we cannot debit your account for any reason outside of our control.
- 10.9 As Society savings accounts are not 'payment accounts', it is not expected that they will be used for making regular payments to manage your everyday affairs. Easy access accounts are intended to provide the reassurance of quick and penalty free access to your savings should you need it, not a means of using the accounts for day-to-day transactions. We will monitor transaction patterns and should we believe your account is being used for day-to-day transactions, we may contact you to discuss whether you have the most suitable account.

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Unauthorised payment transactions

- 11.1 To dispute a payment transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should report it to our Head Office during opening hours or call us on 01257 235 003.
- 11.2 If you notify us of an unauthorised payment transaction, we may investigate the circumstances if, we have reason to suspect that you have been involved in fraudulent behaviour, or if your claim relates to payment of a cheque.
- 11.3 If we do need to investigate under Condition 11.2, you must co-operate with us and with the police, if we need to involve them.
- If we decide to investigate, we will inform you of this on the same working day on which your notification is received by us, or if the notification is received at end of the working day or on a non-working day, at the beginning of the next working day. If, once we have completed our investigations we determine that we do not have to give you a refund, we will inform you of this. Otherwise, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised withdrawal not taken place. This means we will also reimburse you for any interest and charges you have incurred as a result of the unauthorised withdrawal.
- 11.4 Subject to Conditions 11.6 to 11.10, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of an Account Document or any account details, you will be liable for up to a maximum of £35 of that loss.
- 11.5 You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.

- 11.6 Where losses arise as a result of you deliberately or with gross negligence failing to comply with your obligations in relation to any of the requirements to keep your Account Document or security details safe, your liability will not be limited to £35. You will be liable for all arising, subject to Condition 11.8.
- 11.7 Except where you have acted fraudulently, you will not be liable for any losses arising:
- (a) where the loss or theft was not detectable by you before the unauthorised withdrawal was made;
 - (b) after you have notified us of any loss or unauthorised use of any Account Document or any security details;
 - (c) where we have not provided you with a notification process for reporting the loss or theft of an Account Document or the compromise of any security details; or
 - (d) where insufficient levels of security checks required by relevant laws or regulations, were made relating to the payment.
- 11.8 You will not be liable for any losses arising where the loss was caused by something we (including any employee or agent of ours) did or failed to do.
- 11.9 Except where we suspect that you have been involved in fraudulent behaviour, or where your claim relates to a payment by cheque, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised withdrawal not taken place, as explained in Condition 11.4. Provided you have notified us within 13 months of the debit date, we will refund the withdrawal, plus any further reimbursement, no later than the next working day after you inform us of the unauthorised withdrawal.
- 11.10 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.
- 11.11 You must notify us as soon as possible if you become aware of any unauthorised transaction on your account, or you suspect that your Account Document, or any personalised security features relating to your account have been lost, stolen or liable to misuse.

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Mistakes, delays and liability for losses

- 12.1 If we fail to process a payment transaction for you, fail to process it on time, or process it incorrectly, then we will be liable to you as set out in Condition 12.3, unless:
- (a) you did not give us the correct payment details as set out in Condition 10.3.

It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details we will not be liable if the transaction is not carried out or is incorrectly carried out. In this case, we will use reasonable endeavours to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;

- (b) you fail to notify 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.
- (c) we had reasonable grounds to delay processing your instructions under Condition 9.3; or
- (d) it was not possible for us to process your instruction due to circumstances beyond our reasonable control, as explained in Condition 22.

12.2 We will not be liable to you if we can show that the payee's bank or building society received the correct payment and payees' details on time.

12.3 Subject to the other provisions of these Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:

- (a) the amount of such payment; and
- (b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

12.4 We will refund the amount of your loss arising from the mistake or delay without undue delay.

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Uncleared funds

13.1 Subject to any Product Specific Features, and to Condition 9, we will allow withdrawals against a cheque 7 working days after it has been deposited with us, provided we have not received notice that it has not been cleared. If the cheque is not cleared then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However, we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:

- (a) you agree otherwise;

- (b) you are knowingly a party to a fraud in respect of the cheque; or
- (c) the money is reclaimed from your account before close of business on the sixth working day after the day it after it was deposited with us.

If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you.

- 13.2 For the purpose of Condition 13.1, the day of deposit of the cheque is the day it is paid in at a branch counter or the day we receive the cheque by post, except that in each case if the time of payment in or receipt by post (as the case may be) is not before 5 pm on a working day, then the day of deposit is the next following working day.

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Closing your account

- 14.1 You can close your account at any time, subject to any Product Specific Features and to normal administration requirements.
- 14.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):
- (a) we will give you at least two months' written notice, or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), whichever is the longer;
 - (b) we will not use this right to repay a fixed term investment before the end of the fixed term; and
 - (c) we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

The exceptional circumstances mentioned above are:

- i. you have deliberately given us any false information in relation to your account;
- ii. you were not entitled to open the account;
- iii. you have ceased to be a UK resident (please see Condition 4.6);
- iv. you do not comply with any of your obligations under these Conditions, and do not put this right within a reasonable time of our asking you to do so;
- v. you threaten, or are abusive towards, our staff;
- vi. we receive notification that you have been made bankrupt are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
- vii. we reasonably suspect that the account is being used for an illegal purpose;

- viii. the contract between us is void or unenforceable at law; or
- ix. we have a legal obligation to close the account.

- 14.3 If we close the account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.
- 14.4 If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

15

Statements

- 15.1 Accounts operated with an Accounted Document will not receive a statement of account as the Account Document provides a record of all transactions on the account.
- 15.2 You should check your Account Document or statement of account carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible. We may apply a reasonable charge for replacement or copy statements which you request.
- 15.3 Whenever you make an electronic payment out of your account by CHAPS, we will send you information about that payment in writing within 30 days.

16

Unpaid taxes

In certain cases, HMRC is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so.

17

Joint accounts and trusts

- 17.1 If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation.
- 17.2 You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.

- 17.3 For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 17.4, which takes precedence.
- 17.4 Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. The other terms of the account will remain unchanged. Under the Rules, joint accounts cannot be held by the holders as tenants in common.
- 17.5 Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any of the account holders can withdraw all of the money in the account.
- 17.6 Any authorisation given under Condition 17.5 can be stopped by any account holder. However, we will need 7 days' notice to put this into effect.
- 17.7 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 17.5.
- 17.8 If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account will be permitted on one signature.
- 17.9 We may (in accordance with Condition 9.3) freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.
- 17.10 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 17.11 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.
- 17.12 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law. Nothing in these Conditions confers or is intended to confer on any third party a benefit or the right to enforce any terms and conditions in respect of your account.

Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy of this is available on request from any of our branches.

- 18.1 If no payment into or withdrawal from your account is made for a period of more than 5 years, and we have had no other contact from you, your account will be treated as dormant. Your account will continue to earn any interest due and the money in your account will remain your property. In order to recommence payments into and withdrawals from a dormant account we will need satisfactory evidence of identity from you and the Account Document.
- 18.2 We will make reasonable efforts to contact you prior to treating your account as dormant where the account balance is £100 or more.
- 18.3 If no payment into or withdrawal from your account is made for a period of 15 years, and:
- (a) we cannot trace you (after having made reasonable efforts to do so), and
 - (b) the amount in the account is less than £100,
- then we may close the account. However, any money in it will remain yours, and if you contact us later (and provide necessary evidence of identity) we will repay the money from the closed account to you, together with interest at a rate that we reasonably consider to be appropriate.

- 19.1 We may issue you with an Account Document, certificate or other similar document relating to your account. If we do:
- (a) the document will belong to us;
 - (b) you agree to return it to us for updating, or for any other purpose we reasonably require;
 - (c) you agree to keep it safe, and to tell us in person at one of our branches or by telephoning us on Freephone number 0800 327 7657 as soon as you discover it has been lost or stolen; and
 - (d) the document must be produced to us before any withdrawal from the account is made.
- 19.2 We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:
- (a) providing us with reasonable evidence of the loss or theft;
 - (b) notifying, and co-operating with, the police;

- (c) restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- (d) signing the Lost/Stolen Passbook declaration form or any other form of indemnity that we may reasonably require.

19.3 You should check your Account Document regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible, in person at any of our branches, or by telephoning us on 01257 235 003, so that we can resolve the matter. Conditions 11 and 12 will apply in relation to liability.

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Changing these Conditions (other than interest rates and charges)

- 20.1 We can change these Conditions and/or terms on which your account is held 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 which are expected to apply in the near future):
- (a) to respond to changes in the law or the decisions of a court or ombudsman;
 - (b) to meet relevant regulatory requirements;
 - (c) to make the terms clearer or fairer;
 - (d) to provide you with extra benefits or services;
 - (e) to reflect respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 20.2 When we make any under Condition 20.1, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any change we make will be proportionate to the circumstances giving rise to the change.
- 20.3 We can also change these terms and conditions for any valid reason (other than a reason mentioned above) where we reasonably believe the change is fair in the circumstances, taking into account the interests of our business, the interests of our members as a whole, and your rights and interests as an account holder. Any such change we make will be proportionate to the circumstances giving rise to the change.
- 20.4 Where we change the terms and conditions which deal with the way cash or electronic payments (but not cheque payments) can be made into or out of your account, we will send you at least two months' personal 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 the account or close it without having to lose any interest or pay any additional charges. If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.

- 20.5 In the case of all changes other than those referred to in Condition 20.4, we can make changes as follows:
- (a) A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change by general notice on our website within 30 days.
 - (b) A change which is to your disadvantage will be effective only after at least 30 days written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).
- 20.6 If we give you notice of a change under Condition 20.5 which is to your disadvantage then, for a period of 60 days from the date of the notice, you have the right to switch the account or close it without having to lose any interest or pay additional charges.
- 20.7 This Condition 20 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8. This Condition 20 does however include changes to Conditions 7 and 8 themselves.
- 20.8 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes and tell you where you can find a full copy.

21

Notices

- 21.1 You will be taken to have received any letter or other personal notice 72 hours after we have sent it to you.
- 21.2 If we, accidentally, fail to:
- (a) send to you a communication intended for our investors generally or a category of investors of which you are one; or
 - (b) display a notice at any of our offices
- this will not make the notice invalid. This does not apply to any notice or communication which relates to a change to the terms and conditions of your account which is to your disadvantage and where we have not given another valid notice of that change.
- 21.3 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.

We will not be liable to you if we are unable to provide any service in connection with your account because of abnormal and unforeseeable circumstances (such as strikes, power failures or other causes beyond our control) or as a result of us having to comply with any law.

- 23.1 We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage or a guarantee) which is due for payment but has not been paid. This is known as our right of set off.
- 23.2 We will not 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:
- (a) The money is needed to meet your essential living expenses or payments due in respect of:
 - i. mortgage or rental payments on your home;
 - ii. your essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);
 - iii. utilities (water, gas or electricity); or
 - iv. court orders or legislation (for example, council tax, child support maintenance or court fines).
 - (b) You are holding the money on behalf of someone else.
 - (c) You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 23.3 If we propose to use our right of set off in relation to your account we will contact you at least 14 days beforehand to tell you this. We may during this 14 day period not allow any withdrawals from your account.
- 23.4 If we use our right of set off in relation to your account we will contact you promptly to tell you that we have done so.
- 23.5 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 will not earn any interest on it.

- 24.1 If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. We will also require evidence of identity and address for these persons. References in these Conditions to “you” or “your” in a context which indicate an individual person rather than a corporation will instead mean the authorised officer where appropriate.
- 24.2 Accounts in respect of unincorporated organisations, such as English partnerships and clubs, may be recorded on our system and being held in the name of the organisation but the legal relationship will be with the named individuals on behalf of the organisation. Your attention is drawn to Condition 17 if there are joint account holders.
- 24.3 If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and/or your constitution as we may reasonably request from time to time.

- 25.1 If you are no longer capable of looking after your financial affairs, then another person may operate your account(s) on your behalf after we have received satisfactory confirmation that the individual has appropriate authority to do so (for example under a Power of Attorney or order from a court). We will advise of our requirements in this respect on request and in such circumstances, we may require the person operating your account(s) to give us an indemnity against all claims which may be made in respect of amounts withdrawn.
- 25.2 If we agree we may also allow other third parties to have authority to discuss or operate the account in other circumstances (we call this a third party mandate). We will advise of our requirements in this respect on request and in such circumstances, they will have to complete a third party mandate application and declaration and we may require the person operating your account(s) to give us an indemnity against all claims which may be made in respect of amounts withdrawn. Any such third party mandate can be cancelled by you on notice in writing to us.

We appreciate that if an account holder dies it can be a difficult time, but we should be contacted as soon as possible and a death certificate provided. Once a death certificate has been registered we will freeze the account.

No withdrawals will be allowed from the deceased's account until:

- (a) a Grant of Probate is received (for estates over £15,000); or
- (b) a Small Claims form, witnessed and officially stamped by the solicitor or Commissioner for Oaths, is received (for estates of £15,000 or less).

Funds can be accessed immediately by the next of kin or personal representative/s for urgent bills however these are limited to funeral costs, inheritance tax or probate fees and an invoice must be provided in advance of the payment.

If a joint account holder dies, the account will remain open and the funds in the account will become the property of the surviving account holder(s) unless otherwise instructed by the survivor(s). Please refer to Condition 17.4.

If we plan to permanently close or move your branch, we will tell you at least twelve weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

These Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

All communications between you and us will be in English.

If you make a complaint and are not satisfied with the way we deal with it, you may be able to refer it to the Financial Ombudsman Service (FOS). Details about their service and how to refer a complaint to them can be found on their website at www.financial-ombudsman.org.uk.

Chorley Online is a service that is available to members aged 16 and over which enables you to view your savings account balances online in a completely secure setting.

Separate Chorley Online terms and conditions are provided when you register with the service and are available online at any time when you are logged into the service.

The Chorley and District Building Society

Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register, Firm Reference Number 206023

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