

**Chorley  
Building  
Society**

TRUSTED SINCE 1859



**Savings**

# **Chorley Building Society Savings Accounts**

**General Terms and Conditions**



*Effective from 1<sup>st</sup> January 2025*

[www.chorleybs.co.uk](http://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.

## Communicating with you

We will use the address that you provide in your application form as your registered address (unless you ask us to change our records).

### You can contact us by:

- Writing to, or visiting one of our branches at:  
Key House, Foxhole Road, Chorley, Lancashire, PR7 1NZ  
28/30 High St, Chorley, Lancashire, PR7 1DW  
153/155 Towngate, Leyland, Lancashire, PR25 2LH
- Ringing our Savings Line on 01257 235 003
- Emailing us on [savers@chorleybs.co.uk](mailto: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](http://register.fca.org.uk) or by contacting the FCA on 0800 111 6768.

It is important that you read the Conditions carefully. The following is a very brief summary of what the Conditions cover. It is not a substitute for reading the Conditions themselves.

- Condition 1** sets out the definitions used in these Conditions and how the Conditions apply.
- Condition 2** confirms you become a member of the Society when you open your account and that you must comply with our rules.
- Condition 3** details the requirements needed to open your account and what you can do if you change your mind about having an account with us.
- Condition 4** sets out what to do if you change your name, your contact details or lose your Passbook.
- Condition 5** gives you information about the minimum and maximum amounts you can pay into your account and confirms that we can close your account if the amount in it is below the minimum.
- Condition 6** provides information about how to pay money into your account.
- Condition 7** explains how we calculate interest and when and how we can change the rate of interest we apply to your account.
- Condition 8** explains that charges may apply to your account and sets out where you can find information about these charges.
- Condition 9** explains the limits and timescales of payment withdrawals from your account.
- Condition 10** gives you information about making automated and electronic payments.
- Condition 11** tells you what to do if unauthorised payment transactions are made from your account and the circumstances in which you may be entitled to apply for a refund.
- Condition 12** tells you what happens if something goes wrong with a payment.
- Condition 13** tells you when you can withdraw money from deposited cheque(s).
- Condition 14** gives you information about when you can close your account and when we can close your account.
- Condition 15** gives you information about when we send you account statements and asks you to contact us if any entries in those statements appear wrong.

- Condition 16** gives you information about our obligations to HMRC and when HMRC can take money from your account to settle unpaid taxes.
- Condition 17** gives you information about the membership rights of joint account holders.
- Condition 18** gives you information about when your account will be treated as dormant and what we do with any money remaining in that account.
- Condition 19** gives you information about your account documents and when we will issue replacements of these for you.
- Condition 20** gives you information about when we can make changes to these Conditions, for example, to respond to changes in regulation or to make the Conditions clearer.
- Condition 21** gives you information about how we send you letters and notices and when we can assume these have been received by you.
- Condition 22** confirms we are not responsible for any matters beyond our control, for example power failures.
- Condition 23** gives you information about our right to set off, meaning when we can use the money in your account to pay other amounts you owe us.
- Condition 24** gives information about what happens if you are no longer capable of managing your account and explains about Powers of attorney and third party mandates.
- Condition 25** sets out what happens if an account holder passes away.
- Condition 26** sets out what happens when a branch closes.
- Condition 27** confirms that the laws of England and Wales apply to these Conditions.
- Condition 28** confirms that all communications between you and us will be in English.
- Condition 29** gives information about your potential right to refer complaints about us to the Financial Ombudsman Service (FOS) if you are not satisfied with the way we have dealt with your complaint.
- Condition 30** confirms we have an online service and that separate terms apply to this online service

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- 1.1 These terms and conditions (referred to as the “**Conditions**”) apply to each savings account you hold with the Society. Our Tariff of Fees & Charges, any special features and other terms and conditions which apply to a particular type of account (referred to as the “**Product Specific Features**”) will also apply. Together these documents form the legal agreement for your account.
- 1.2 If there is any conflict or inconsistency between the documents listed in Condition 1.1, the Product Specific Features will take priority over anything else.
- 1.3 These Conditions cover accounts that we provide for your personal use.
- 1.4 You can ask for 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.
- 1.5 In these Conditions, we use the following words and expressions:

Words and expressions we use	What they mean
“The Society”, “we”, “us” and “our”	The Chorley and District Building Society and includes our successors and anyone we transfer our rights in an account to
“You” and “Your”	Holders of savings accounts with us, including your personal or legal representatives
Account Document	Passbook, Passcard, certificate or any similar item relating to your account. When we refer to a Passbook this may also mean Passcard as an alternative
AGM	Annual General Meeting
Nominated Account	For some types of account, we require you to set up a “Nominated Account”. This is the account we require to be used to send/receive payments into/out of your account. It will be the account details you have given us when you opened your account (or any replacement account which you have given us details of and which we have updated on your records as the Nominated 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	Monday to Friday from 9am to 5pm, except Wednesday when we are open from 9:45 to 5pm.
Rules	The rules of the Society as may be updated from time to time. A copy of the Rules is available on request at any of our branches or on our website.
Working Day	A day other than a Saturday, Sunday or bank holiday.

## 2

## Membership

- 2.1 You will automatically become a member of the Society when you open your account, and you will be bound by, and must comply with, our Rules. These Conditions and/or any Product Specific Features will override the Rules in the case of any inconsistency.
- 2.2 If there is more than one of you, only the first named applicant in the savings application form will have membership rights under our Rules. If you wish to change this, you can do so by writing to us. The change will take effect subject to our agreement, our Rules, and when the Society's records are changed.
- 2.3 The name provided in the savings application form must be in the same form as on any other account held with the Society to ensure that we do not provide duplicate mailings to you. Any previous error or discrepancy should be notified to the Society as soon as possible.
- 2.4 Eligibility to vote will be defined in the notice of the AGM which can be found on our website.
- 2.5 New investing members are also subject to the Society's Charitable Assignment Scheme. Full details of the Scheme are set out in your application form.

## 3

## 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 your 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 until we receive instructions from any relevant authority.
- 3.2 You will need to satisfy any requirements in the Product Specific Features before we can open the account (for example, any minimum or maximum age requirements). 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 All products are subject to availability and we may be unable to approve your application if the product is no longer available for new applications.
- 3.4 Once you have opened an account, unless Condition 3.5 below applies, you have 14 days to let us know that you have changed your mind. The 14 days will start after the account is opened or, if later, after you first receive (on paper or electronically) a copy of these Conditions and the Product Specific Features. If you let us know within this time that you no longer want the account, we will give you your money back (together with any interest it has earned) or help you switch to another one of our accounts which you are eligible for (if we have received cleared money). If you do not let us know within 14 days, Condition 14 below will apply.
- 3.5 Condition 3.4 does not apply to fixed rate accounts (other than a fixed rate cash deposit ISA).

## 4

## Account details

- 4.1 You must tell us if you change your address, name, telephone number or email address. You should let us know by secure message, in writing, or by phone and we will inform you of the process you need to follow.
- 4.2 You must give us evidence of any new name or address, if we ask to see it. If your account has an Account Document, you must also give us the Account Document so we can update your name on that.
- 4.3 You must give us examples of your signature, if we ask for them.
- 4.4 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 for each account.
- 4.5 If you or any joint account holder change your address and are no longer UK resident(s), we will close your account except where the account is an ISA or you are a crown employee.
- 4.6 If you lose your Passbook and notify us of a change of address at the same time, we will not issue you with a cheque payable to a third party for a period of seven days, (from the date of notification) this is to protect you against possible fraud.
- 4.7 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. Your account number can be found on your Account Document or in your Chorley Online profile. If you are unable to access these please contact us and confirmation of your account number will be sent out by post.
- 4.8 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.



## 5

### Minimum and maximum account balances

- 5.1 The minimum and maximum amounts that can be held in any 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 let you know at least two months' before closing your account. 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 the balance of your account is below the minimum amount) we may pay a reduced rate of interest.
- 5.3 The overall maximum amount any one person can hold in all personal savings accounts with the Society is £500,000.

## 6

### Paying money into your account

- 6.1 Subject to the Product Specific Features, you can pay money into your account:
  - (a) at any of our branches during our normal business hours on a working day,
  - (b) by electronic transfer,
  - (c) by post (but for security reasons we do not accept cash sent by post).
- 6.2 If making a payment by electronic transfer, the person paying the money in ("Payer") will need to send the payment to Sort Code: 16-16-22 and Account Number: 11758805, using the account holder's name as the payee. The Payer will also need to include their savings account number as a reference. If your savings account number is not quoted, the payment will be returned to the Payer's account.
- 6.3 We use the Confirmation of Payee Service. When a Payer makes a payment to your account electronically using the details set out in Condition 6.1 above, your account details will be checked by the sending bank. Where your account details have been entered correctly, the sending bank will receive a message confirming that the account details match. You can't opt of this when making a payment to someone else, but you can ask us to hide your details meaning that a Payer will not be able to receive confirmation that your account details have been entered correctly and that the account is valid. If you do this, the Payer will get a message saying your account details can't be checked.
- 6.4 For security reasons, we may refuse to accept large sums of money in notes or coins. We will ask for evidence if large deposits are made, for example a receipt or proof of sale.
- 6.5 Coin can only be paid in full bags of the same denomination. A maximum of 5 bags per member per day.

- 6.6 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 directly with your bank.
- 6.7 We cannot accept payments by direct debit.
- 6.8 Cheques should be made payable to the account holder, with the account number written on the back of the cheque 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.
- 6.9 Money paid into your account by cash or electronic transfer will be available for withdrawal immediately after we receive and process it onto your account. If you are paying into your Savings account from your bank, it will not show in your Savings account until the following working day. Any money 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. Condition 13 below explains when money paid in by cheque will be available.
- 6.10 Where the Product Specific Features require you to use a Nominated Account, payments into the account can only be made from that Nominated Account using the methods allowed under this Condition 6 and the Product Specific Features.
- 6.11 Payments into your account can only be made in £ Sterling.

## 7

## 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 Subject to the Product Specific Features, we:
- (a) calculate interest on money deposited in cash or by electronic transfer from the day we receive it. Any money 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 money paid in by cheque from the next working day after we receive it;
  - (c) calculate interest on money withdrawn up to and including 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.

You should check the Product Specific Features for any other information on how we calculate interest on your account

- 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 for variable interest rate accounts. Please note Conditions 7.4 to 7.8 do not apply to tracker accounts or fixed rate accounts.
- 7.4 Where we change an interest rate this may include a change to the “tiers” on an account under which we pay different rates of interest depending on the amount of money held in the account.

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

- 7.5 We may change interest rates at any time for any of the following reasons (which may relate to circumstances existing at the time of the change or circumstances that are expected to apply in the near future):
- (a) to reflect changes in the Bank of England 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 money 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.

- 7.6 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.
- 7.7 Where the change is an increase in the interest rate, we can make the change immediately and will tell you about it on our website within 30 days of the change.

- 7.8 Where the change is a reduction in the interest rate, we will tell you about it by letter or, where we have your email address and you have confirmed you are happy for us to contact you using that email address, by email within 14 days before the change 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 on our website within 30 days of the change.

- 7.9 If we make a material reduction to the interest rate under Condition 7.8 we will let you know:
- (a) (if your account does not have a notice period for withdrawals) at least 14 days before the rate change.
  - (b) (if your account has a notice period for withdrawals) at least 14 days plus the amount of notice you would have to give us to close the account before the rate change. During this time, the notice period for making withdrawals from your account (or closing your account) will continue to apply.

### ***Changes to interest rates on tracker accounts***

- 7.10 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.

## **8**

## **Account charges**

- 8.1 We do not make any charges relating to the day to day running of your account.
- 8.2 If there is a charge for any additional facilities, we will give you information about this before we provide this service. All charges are also set out in our Tariff of Fees and Charges document.
- 8.3 Charges which you owe to us will be taken from your account. We will let you know before we do this.
- 8.4 We can reduce or remove a charge for any reason at any time.

- 8.5 We can only increase a charge or introduce a new charge if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time of the change or circumstances that are expected to apply in the near future):
- (a) to reflect reasonable changes to our costs in 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, codes of practice or industry guidance designed to improve 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 reason giving rise to the change.

- 8.6 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.
- 8.7 If we introduce or increase a charge relating to the day-to-day running of your account, we will let you know at least 30 days' before making the change.
- 8.8 If we tell you about a change under Condition 8.6, then at any time up to 30 days from the date we let you know you can switch the account or close it without having to lose any interest or pay any additional charges.
- 8.9 Where we make a change to existing charges, or introduce new charges, for electronic payments into or electronic withdrawals out of your account, we will give you at least two months' written notice before we make the change. At any time up to the date we make the change, you can switch the account or close it without having to lose any interest or pay any additional charges.
- 8.10 If you do not let us know that you object to a change before we make it, you will be considered to have accepted it.
- 8.11 There may be other taxes or costs that are not paid through us or charged by us.

## 9

## Withdrawals

- 9.1 Withdrawals may be made during our normal business hours, subject to any Product Specific Features and/or any branch withdrawal limits.

- 9.2 Our branch limit for a cash withdrawal is £500 per day per Member.
- 9.3 With 48 hours' notice we can provide a maximum of £3000 per Member per week for cash withdrawals.
- 9.4 Cheque withdrawals up to £100,000 can be made without you telling us in advance.
- 9.5 Cheque withdrawals over £100,000 require one working days' notice.
- 9.6 If you have been issued with a Passbook to operate your account you must provide us with this at the time of withdrawal.
- 9.7 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) you have not given us written authority for the withdrawal, or you have not given us your Passbook in accordance with Condition 9.6;
  - (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) you do not have enough cleared money in the account to make the payment and/or to cover any charge for making the payment;
  - (i) 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;
  - (j) we are unable to validate the beneficiary details via confirmation of payee;
  - (k) we intend to exercise our right of set-off under Condition 23;
  - (l) you have lost your Passbook (where applicable) and Condition 4.6 applies.
- 9.8 Unless it would be unlawful for us to do so:
- (a) we will tell you about the refusal either by telephone or in writing. We will do so as soon as we can and no later than the day the money should have been available to the person you are paying under Condition 10.4. If for any reason we are unable to let you know 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 what could be done to correct any factual errors that led to the refusal.

9.9 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 let you know about the restrictions on our website and in our branches;
- iii. we will take all reasonable steps so that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- iv. we will consider the interests of the Society's membership as a whole;
- v. we will, if practical, let members know before refusing or restricting a withdrawal; and
- vi. we may consider removing or changing any restrictions we put in place if we reasonably believe that members would suffer extreme substantial hardship.

In this case, a written request must be submitted to the Society's Executives for consideration.

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

9.11 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.

9.12 Please also note that:

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

9.13 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 CHAPS. These payments 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 to a solicitor for payment related to a house purchase). You will also be charged for a CHAPS payment (see our Tariff of Fees & Charges for details).
- 10.2 We will only make a CHAPS payment if you have enough cleared money in your account.
- 10.3 Depending on the type of account you have you may be able to make a CHAPS payment by:
- (a) writing to us; we will call you to verify any written instructions we receive; or
  - (b) in person at one of our branches.
- Payment requests received after 3pm (or on a Saturday) will be processed on the next working day.
- 10.4 You will need to give us:
- (a) The beneficiaries sort code and account number;
  - (b) the bank's name and address;
  - (c) identification and/or security details (we will, on request, let you know what we need for this).
- 10.5 A CHAPS payment will normally reach the account of the person you are paying on the same day, but no later than the next working day.
- 10.6 A CHAPS payment cannot be cancelled or recalled once the instruction has been accepted by us.
- 10.7 If a bank or building society tells us that they have made a payment into your account by mistake, we are required 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. With your written agreement we will return the disputed amount to the paying bank by deducting this amount from your account.
- 10.8 If the bank or building society of the person who has sent a mistaken payment is unable to recover the money from us, we may be asked by their bank or building society to provide further information in order for them to reclaim the funds. This information will include your name and contact address.
- 10.9 For further details about how CHAPS payments work, please contact us in person at one of our branches, by writing to us at our Head Office, or by telephoning us on 01257 235 003.



- 10.10 If a CHAPS payment is returned to us, or there is a refund, we will pay the amount into your account when we receive it.
- 10.11 You remain responsible to make a payment even if we cannot debit your account for any reason outside of our control.
- 10.12 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 if we believe that your account is being used for day-to-day transactions, we may contact you to discuss whether you have the most suitable account.

## 11

### Unauthorised payment transactions

- 11.1 Where money is paid from your account and you have not authorised the payment, you may be entitled to a refund from us.
- 11.2 If you are entitled to a refund, we will refund the amount of the payment to you. We will also refund any charges you have paid relating to the payment and refund any interest you have paid or pay you any interest you have missed out on. You will not have any further claim against us. We will provide the refund as soon as possible and always by the end of the next working day after we become aware of the unauthorised payment, unless we think you have acted fraudulently.
- 11.3 You must let us know as soon as possible if you become aware of an unauthorised payment, and in any event within 13 months of the date that the payment left your account, otherwise you may not be entitled to a refund. You should let us know by reporting the payment to our Head Office during our opening hours or by calling us on 01257 235 003.
- 11.4 You will not be entitled to a refund for an unauthorised transaction if you have acted fraudulently.
- 11.5 You will not be entitled to a refund if you have intentionally or with gross negligence failed to comply with your obligations to keep your Passbook or security details safe. There are some exceptions to this and, unless you have acted fraudulently, you will be entitled to a refund:
- (a) after you have told us that your Passbook or security details have been lost or stolen;
  - (b) if we do not provide you with a way to notify us that your Passbook or security details have been lost or stolen; or
  - (c) where we have not completed the security checks relating to the payment that we are required to do by law.

- 11.6 We may investigate whether you are entitled to a refund. If we investigate, we will let you know the same working day you tell us about the unauthorised payment, unless you tell us at the end of the working day or on a non-working day. In this case, we will let you know at the beginning of the next working day. You will need to co-operate with our investigations and with the police if we need to involve them.
- 11.7 If we provide you with a refund then we discover you were not entitled to that refund, we may take the refunded amount from your account. We will let you know before we do this.

## 12

## Mistakes, delays and liability for losses

- 12.1 If we fail to make a payment, we will refund to you the amount of the payment as soon as possible. We will also refund any charges you have paid relating to the transaction and refund any interest you have paid or pay you any interest you have missed out on.
- 12.2 If we receive a payment for you but we do not make it available when we should have done by law (see Condition 6.8), we will immediately make available the amount of the payment to you. We will also refund to you any charges you have incurred due to our failure and pay/refund any interest to you so that it is as if you received the payment when you should have done.
- 12.3 We will not be responsible under this Condition 12, and you will not be entitled to a refund if:
- (a) you did not give us the correct payment details for the person you are paying (see Condition 10.4);
  - (b) you fail to notify us without undue delay on becoming aware of the error, and in any event within 13 months of the date that the payment left or should have left your account;
  - (c) we had reasonable grounds to delay acting on your instructions under Condition 9.7; or
  - (d) it was not possible for us to act on your instruction due to circumstances beyond our reasonable control, as explained in Condition 22.
- 12.4 An Authorised Push Payment (or APP) fraud occurs where a fraudster tricks you into making a payment from your savings account to a person who is not who you thought they were or for a purpose that is different to the intended purpose.
- 12.5 Refund rules have been introduced which mean that you may be entitled to a refund for APP fraud payments made by CHAPS or Faster Payments to an account outside your control on or after 7 October 2024.
- 12.6 We will provide you with a refund if required to do so by the refund rules.

- 12.7 If you ask us to trace a payment, we will try to do so and we will tell you whether we were successful, but we may charge you for 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.
- 12.8 If we fail to make a payment on time, and the bank or building society of the person you are paying receives it later than the timings in Condition 10.5, you can ask us and we will contact the other bank or building society and ask them to correct the amount of interest and charges on the account with their customer (so that it is as if the payment was received on time).
- 12.9 If money is paid into your account by mistake, we can do one of two things.
- (a) We can take the payment back out of your account;
  - (b) We can put a hold on the money so you are unable to withdraw it.
- We don't have to tell you before we take back the payment or put a hold on the money.
- We may provide details about you and the incorrect payment to the bank who sent it. This is to help them reclaim the funds.

## 13

### Uncleared money

- 13.1 Subject to any Product Specific Features, and to Condition 9, we will allow withdrawals against a cheque 3 working days after it has been deposited with us. If a cheque that is deposited by you is not cleared, or returned by the payee's building society or bank 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, unless we receive it after 5 pm on a working day in which case it is the next working day.

## 14

### Closing your account

- 14.1 You can close your account at any time, subject to any Product Specific Features, in branch, via the Chorley Online service or via post.
- 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 are no longer 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 a Passbook will not receive a statement of account as the Passbook provides a record of all transactions on the account.
- 15.2 You should check your Passbook 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 once a month.

## 16

## Unpaid taxes

- 16.1 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 which are due but unpaid. We will disclose any such information and allow withdrawals from your account(s) if we are legally obliged to do so.

- 17.1 If an account is in more than one person's name, then only the account 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 other account holders may have under law.
- 17.2 You can choose the order in which the names of account holders appear in our records by contacting us. 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 Subject to Condition 17.4, for tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares.
- 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. The terms and conditions of the product will remain unchanged. Under the Rules, joint account holders cannot be "tenants in common" as this usually restricts a joint account holder from being entitled to the money on the death of the other account holder.
- 17.5 Withdrawals and other payments on a joint account are subject to the mandate agreed by account holders and held by the society.
- 17.6 Any authorisation given under Condition 17.5 can be stopped by any account holder. However, you will need to let us know 7 days before you want us to make this change.
- 17.7 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) ask for the signatures of all account holders, even if we have authorisation under Condition 17.5 to accept instructions from any account holder.
- 17.8 If a relationship between the account holders ends, you will need to let us know if you want to close the account or you want a name to be removed from the account. If you do not tell us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the mandate that you have given us. This may mean that withdrawals may continue, or the account may be closed in accordance with the mandate.
- 17.9 We may (in accordance with Condition 9.7) freeze the account if we have reason to think that there is a dispute about the money in the account. However, we are not 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 joint names at the address of the first-named account holder unless you tell us differently. The correspondence must always go to one of the named account holders or attorneys.

- 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)) against any money held in the account. We will not be responsible for failing to do so unless we are required to do so by law. Nothing in these Conditions gives or is intended to give any third party a benefit or the right to enforce any terms and conditions of your account.

## 18

### Dormant accounts and unclaimed balances

- 18.1 If no payment into or withdrawal from your account is made for a period of more than 5 years, 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. To restart payments into and withdrawals from a dormant account you will need to contact us and we will need satisfactory evidence of your identity.
- 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:
- we cannot trace you (after having made reasonable efforts to do so), and
  - the amount in the account is less than £100, then we may close the account. Any money in the account will still be yours and if you contact us later (and provide evidence of your identity), we will repay you the money from the closed account (together with interest at a rate that we reasonably consider to be appropriate).

## 19

### Account Documents

- 19.1 We may issue you with an Account Document. If we do:
- The Account Document will belong to us;
  - the Account Document must be produced to us before any withdrawal from the account is made.
  - you agree to return it to us for updating, or for any other purpose we reasonably require;
  - you agree to keep the Account Document safe, and to tell us in person at one of our branches, via post or by telephoning us on freephone number 0800 327 7657 as soon as you discover it has been lost or stolen; and
- 19.2 We may issue a replacement for lost or stolen Account 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) telling the police and co-operating with them;
- (c) restricting withdrawals from the account for a certain period from the date you let us know 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 Passbook regularly. If there is an entry which seems to be wrong in your Passbook 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 who is responsible for any incorrect entry.

## 20

### 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 of the change or circumstances 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 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 reason why we are making the change.
- 20.3 We can also change these terms and conditions for any other valid reason (other than the reasons mentioned in Condition 20.1 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 reason why we are making 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 let us know that you object to a change before the date on which it comes into effect, you will be considered to have accepted it.

- 20.5 For 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 Condition 20 does not apply to changes to interest rates or charges, which we refer to Conditions 7 and 8. 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 We will assume you 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.
- 21.4 We may contact you by telephone if there are suspected or actual fraud or security threats relating to your account.



- 22.1 We will not be responsible 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 to pay any money that you owe us (for example, under a mortgage or a guarantee). This is known as our right of set off.
- 23.2 We will not use our right of set off against 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 for your cooker, 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 not allow any withdrawals from your account during this 14 day period.
- 23.4 If we use our right of set off against money in 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 against money in your account, that money will no longer be yours and you will not earn any interest on it.

- 24.1 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).

- 24.2 If we agree, we may also allow other third parties to have authority to operate your account(s) or discuss matters relating to your account(s) after they have completed a third-party mandate form. You can cancel any such third-party mandate by writing to us.
- 24.3 If you ask us, we will tell you about our requirements and the information we may require from you or any third party you would like to operate your account. For example, we may require the person operating your account(s) to give us an indemnity against all claims which may be made against any amounts withdrawn from your account(s).

## 25

### Death of an account holder

We understand that if an account holder dies it can be a difficult time for those involved but we should be contacted as soon as possible. We will also need to see a registered death certificate. 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 £15,000 and above); or
- (b) a Small Claims Form is completed in line with the Society's requirements.

Money 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 money 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.

## 26

### Branch closures

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.

Temporary branch closures or disruption to services would be communicated via our website and social media channels, notices will be placed in branches if possible.

## 27

### What laws / courts apply to these conditions?

The laws of England and Wales apply to these Conditions and to any relations we have with you before we enter into any contract. You can take legal proceedings against us in England and Wales

All communications between you and us will be in English.

- 29.1 The Society is committed to providing you with a first class service but we recognise that there may be occasions when our service falls short of your expectations. If this happens, please contact us by calling us on 01257 235000, emailing [complaints@chorleybs.co.uk](mailto:complaints@chorleybs.co.uk) or writing to us to let us know and we will do everything we can to put things right.
- 29.2. We welcome your feedback as it gives us the opportunity to put things right for you and improve our service for other members.
- 29.3. For more information on our complaints procedure visit [www.chorleybs.co.uk/complaints-procedure](http://www.chorleybs.co.uk/complaints-procedure).

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](http://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 given 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

Principal Office:  
Key House  
Foxhole Road  
Chorley  
Lancashire  
PR7 1NZ  
Telephone: 01 257 235 000

**Chorley  
Building  
Society**  
TRUSTED SINCE 1859

