

**Chorley
Building
Society**

TRUSTED SINCE 1859



Savings

Chorley Building Society Savings Accounts

General Terms and Conditions

Effective date to be confirmed



This booklet sets out the general terms and conditions (“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

How you can contact us

You can contact us by:

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

Writing to us at Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ

Calling our Savings Team on 01257 235003

Emailing us at 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.

How we’ll contact 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).

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 Account Document.
- 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.
- Condition 31** sets out our requirements for Nominated Accounts.

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- 1.1 These 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 Terms and Conditions”) 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 Terms and Conditions will take priority over anything else.
- 1.3 These Conditions cover savings accounts that we provide for your personal use.
- 1.4 You can ask for a copy of these Conditions by contacting us.
- 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” and “Account Holder”	means holders of Accounts with us, including your personal or legal representatives.
“Account”	means each of the personal savings accounts you have opened with us.
“Account Document”	means the Passbook, Passcard, certificate or any similar item relating to your Account.
“AGM”	means Annual General Meeting
“BACS”	means the Bankers’ Automated Clearing System. It is the payment system used for sending direct debits, and direct credits such as interest payments.
“CHAPS”	means the Clearing House Automated Payment System. It is the process of making electronic bank to bank same day payments in the UK.
“Chorley Online”	means as defined in Condition 30.
“Faster Payments”	means the Faster Payment System. It is the payment system used to make electronic payments to accounts held with banks and building societies in the UK.

“Mandatory Reimbursement Regime”	means the rules we must follow when you have been tricked into sending money electronically to someone as part of a fraud or scam.
“Nominated Account”	<p>For some types of Accounts, we require you to set up a “Nominated Account”.</p> <p>This is the account we require to be used to send payments 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.</p> <p>The Product Specific Terms and Conditions will tell you if a Nominated Account is needed.</p>
“Normal Business Hours”	means Monday to Friday from 9am to 5pm, except Wednesday when we are open from 9:45am to 5pm.
“Passbook”	means the paper book that we give you to record transactions on your Account.
“Passcard”	means the card we give you to use with your Account.
“Power(s) of Attorney”	means a legal document in which you authorise another person (the attorney) to act on your behalf.
“Product Specific Terms and Conditions”	means as defined in Condition 1.1
“Rules”	means the rules of The Chorley and District Building 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.
“Tiers”	means the different levels or bands that apply to an Account balance, where each level or band has its own interest rate.
“Working Day”	means a day other than a Saturday, Sunday or bank holiday in England and Wales.

- 2.1 You will automatically become a member of the Society when you open a share account, and you will be bound by, and must comply with, our Rules. These Conditions and/or any Product Specific Terms and Conditions 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 If we hold your email address we will send your AGM pack electronically. You can opt for your pack to be sent in the post if you prefer by contacting us.
- 2.6 New investing members are also subject to the Society's Charitable Assignment Scheme. One of the declarations is an agreement to assign windfalls to charity. You agree that if we transfer our business to a company or another body corporate within seven years of you becoming a shareholding member of the Society, any conversion benefits to which you may become entitled as a result of that transfer will go to charity. Full details of the Scheme are set out in your 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 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 Terms and Conditions before we can open the Account (for example, any minimum or maximum age requirements).
- 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 and no longer wish to open the Account. 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 Terms and Conditions. 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). We will ignore any notice period and any extra charges which may have applied if you had not let us know that you have changed your mind within this time. If you do not let us know within 14 days, these Conditions and the Product Specific Terms and Conditions will continue to apply.
- 3.5 Condition 3.4 does not apply to fixed rate accounts (other than a fixed rate cash deposit ISA).

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Telling us about changes to your details

- 4.1 You must tell us straight away if you change your address, name, telephone number or email address. If you don't, you might not receive important information about your Account. You also risk confidential information being sent to your old address, where it might end up falling into the wrong hands.
- 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 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 Account Document and tell 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 you told us about the loss of your Account Document). This is to protect you against possible fraud.
- 4.7 You will be provided with a unique Account number. Please quote this when contacting us. You will need this when depositing or withdrawing money from your Account.

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 to you by post.

- 4.8 If you want to change any Nominated Account you must tell us and obtain our approval.

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Minimum and maximum account balances

- 5.1 The minimum and maximum balances that can be held in each Account are set out in the Product Specific Terms and Conditions.
- 5.2 We can close an Account if the amount in it is below the minimum balance for that Account. We will let you know at least two months before closing your Account if we plan to do 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 the balance of your Account is below the minimum amount) we may pay a reduced rate of interest on the balance.
- 5.3 The overall maximum amount any one person can hold in all personal savings Accounts with the Society is £500,000.
- 5.4 The eligible deposits you hold with us are protected by the Financial Services Compensation Scheme (FSCS). A limit applies on a per person basis so if you are joint Account Holders, the limit will apply to you each individually.
- If the total amount of money you hold with us is more than the limit defined by the FSCS, then amounts above this will not usually be protected by the FSCS. Further information on the FSCS is available at www.fscs.org.uk.

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Paying money into your account

- 6.1 Unless the Product Specific Terms and Conditions say something different, 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 Your Account may have limits on when and how much you can pay in. Your Product Specific Terms and Conditions will explain any limits if this is the case. We may at times ask for further information regarding any deposits into your Account.
- 6.3 When making a payment into the Account by electronic transfer, the person paying the money in ("Payer") will need to send the payment to:
- Sort Code: 16-16-22
 - Account Number: 11758805
 - Payee: Account Holder's Name
 - Reference: This is the Chorley Building Society savings account number unique to you and must be provided.

If the correct Account number is not quoted, the payment will be returned to the Payer's account.

6.4 We use the Confirmation of Payee Service. When a Payer makes a payment to your Account electronically using the details set out in Condition 6.3 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 out 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.

6.5 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.

6.6 Coins can only be paid into your Account using full bags of the same denomination (meaning that the coins in each bag must all be of the same value, e.g. a bag of £1 coins or a bag of 50p coins, not mixed values).

You can deposit up to 5 bags of coins per Working Day, and this limit applies to you as a person, not to each Account. This means if you have more than one Account with us, the total number of bags of coins which can be placed by you across all your Accounts is 5 bags per Working Day.

6.7 For security reasons, if an unauthorised third party presents your Account Document to make a deposit or for updating, this will be returned to you via post and cannot be handed back to them.

6.8 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.

6.9 We cannot accept payments into your Account by direct debit.

6.10 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. Where the Account is in the name of joint Account Holders, cheques can be made payable to either joint Account Holder. You should note that cheques normally become out of date after six months.

Where a cheque is more than six months old, we do not have to pay it into your Account.

6.11 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 Account from your bank, it will not show in your 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.

6.12 Payments made into your Account can only be made in pound (£) Sterling.

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Interest

- 7.1 We will tell you the interest rate and any Tiers that apply to your Account (and when interest is paid or credited) when you open it. This information is also available on our website or by contacting us.
- 7.2 Unless the Product Specific Terms and Conditions say something different, we will:
- (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 before 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 your Account allows the use of a Nominated Account) paid into the Nominated Account.

You should check the Product Specific Terms and Conditions for any other information on how we calculate and pay interest on your Account.

- 7.3 Unless the Product Specific Terms and Conditions say something different (for example if the interest rate on the Account is a fixed rate), we can change the interest rates as set out in the rest of this Condition 7 below for variable interest rate accounts. Please note Conditions 7.5 to 7.9 do not apply to Accounts which are 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. For example, the balance you need to hold in an Account to qualify for a higher interest rate could go up or down.

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 reasonably expected to apply in the near future):
- (a) to reflect changes in interest rates (including the interest rates paid on similar accounts by other providers of financial services);
 - (b) 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;
 - (c) to respond to changes in the law or the decision of a court or ombudsman;
 - (d) to meet relevant regulatory requirements;
 - (e) to reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - (f) to reflect changes to our costs in providing the Account, including administration costs and costs of providing services or facilities;
 - (g) to reflect changes in the Bank of England base rate.

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 7.6 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 we 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 at least 14 days before the reduction happens either by email (where we have your email address) or by post.

This does not apply to:

- (a) Tiers which apply to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements for the Account); 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 tell you:
- (a) (if your Account does not have a notice period for withdrawals) at least 14 days before the rate change. You will then have 30 days from the date we let you know to close your Account or switch to another one 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 amount of notice you would have to give us to close the Account (or 30 days, if longer than the notice period) 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 Terms and Conditions, 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 the additional facilities. All charges are also set out in our Tariff of Fees and Charges document.
- 8.3 Any charges which you must pay us will be debited to your Account but we will tell you before we do this.
- 8.4 We can reduce or remove a charge for any reason at any time. 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 reasonably expected to apply in the near future):
- (a) to reflect reasonable changes to our costs in providing the Account, 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.

- 8.5 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 8.5 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 tell you at least 30 days before making the change.
- 8.7 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.
- 8.8 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.
- 8.9 If you do not tell us that you object to a change before we make it, you will be considered to have accepted it.
- 8.10 There may be other taxes or costs that are not paid through us or charged by us.

9

Taking money out of your Account

- 9.1 Withdrawals may be made during our Normal Business Hours, subject to any withdrawal limits which may apply under the Product Specific Terms and Conditions and/or at our branches. You can contact us to find out whether any withdrawal limits apply
- 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 £3,000 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 Day's notice.
- 9.6 If you have been issued with an Account Document 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 Account Document 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 or unlawful activity, or other financial crime affecting your Account;
 - (e) we reasonably suspect that you might be being tricked or scammed into making the payment;
 - (f) we are required to do so by any law, regulation or court order;
 - (g) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in your Account;
 - (h) we reasonably believe that processing the payment would breach the requirements of these Conditions and/or the Product Specific Terms and Conditions;
 - (i) you do not have enough cleared money 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) we are unable to validate the beneficiary details via confirmation of payee;
 - (l) we intend to exercise our right of set-off under Condition 23.1;
 - (m) you have lost your Account Document (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 any refusal or delay under Condition 9.7 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. 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 the delay or refusal, if possible;

- (c) if we receive a payment instruction from you and we reasonably suspect you might be being scammed into making the payment, we can delay processing the payment. If we do this, we will contact you to tell you that we are delaying the payment and why we are doing this. We will ask you for any information we need or anything we need you to do, to help us confirm the payment isn't a scam. We may not be able to contact you if we can't for legal reasons. We will only delay the payment for as long as necessary to make these checks, but it will be no longer than four working days. This will only apply if the payment made from your Account is in sterling and made to another account in the UK by Faster Payment, BACS or CHAPS; and
- (d) we will (where relevant) explain what could be done to correct any factual errors that led to the refusal or delay.

9.9 We may also refuse to allow or delay 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 (for example where there is actual, or the potential risk of, abnormal levels of cash withdrawals).

In either of these cases we:

- (i) will act proportionately to the circumstances in question;
- (ii) will tell you about the restrictions on our website and in our branches;
- (iii) will take all reasonable steps so that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iv) will consider the interests of the Society's membership as a whole;
- (v) will, if practical, let members know before refusing or restricting a withdrawal; and
- (vi) 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. You should contact us first and we will tell you how you can make this request.

9.10 Where the restrictions on withdrawals apply to our accounts generally, we will tell you by notices on our website and in our branches. If the restriction only applies to your Account, we will write to you to tell you. You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on 01257 235003.

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. We do not have to make payment of the cheque if it is older than 6 months.

- 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.

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Automated and electronic payments

- 10.1 If the Product Specific Terms and Conditions 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 25 or to a solicitor for payment related to a house purchase). You will 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 either a Saturday or Sunday) will be processed on the next Working Day.
- 10.4 You will need to give us the following details for the account you are making a payment to:
- (a) the sort code and account number;
 - (b) the bank or building society'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.
- 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. We will however not refund you any fee we charged you for making the original CHAPS payment.
- 10.11 If the Product Specific Terms and Conditions allow, you can also make electronic payments from your Account to your Nominated Account using Faster Payments. This can only be done using Chorley Online if you are registered for this service. Please refer to the terms and conditions for Chorley Online which will tell you what you need to do to make a Faster Payment.
- 10.12 You remain responsible to make a payment even if we cannot debit your Account for any reason outside of our control.
- 10.13 As the Account is not a 'transactional payment account', it is not expected that it will be used like a current account for making regular payments to manage your everyday finances. 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, by calling us on 01257 235003 or by visiting a branch.

- 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 Account Document 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 Account Document or security details have been lost or stolen;
 - (b) if we do not provide you with a way to notify us that your Account Document 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 that we are investigating the matter 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 that we are investigating the matter 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 but then discover that you were not entitled to receive that refund, we may reverse the refund by taking the refunded amount back out of your Account. We will let you know before we do this.

12

Mistakes, delays and liability for losses

- 12.1 If we make an error when processing a payment, we will refund the amount of the payment to you 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 6.11), we will immediately make available the amount of the payment to you. We will also refund to you any charges you have been charged 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 tell 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 We will reimburse any payment if we are satisfied that you are entitled to such a reimbursement under the Mandatory Reimbursement Regime. If you are tricked into sending money to a fraudster, you should tell us as soon as possible by visiting your local branch, by calling us on 01257 235003, or emailing reportscam@chorleybs.co.uk. You must tell us within 13 months of the date of the last payment or you may not get a refund. We'll look at each request for a refund and provide a refund if we're required to under the Mandatory Reimbursement Regime. If you're entitled to a refund, you should get your money back within 5 Working Days, but it could take up to 35 Working Days if we need to gather additional information. A £100 excess may apply. If it applies, we'll take the £100 off the amount we refund to you. These rules do not apply to payments you send to accounts outside of the United Kingdom or any payments using cash, cheque, or cards. For more information about the rules (including the maximum repayment limit for claims), and how they might apply to you, please visit <https://www.chorleybs.co.uk/savings/authorised-push-payments-fraud>

12.5 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.

12.6 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).

12.7 If money is paid into your Account by mistake, we can do the following:

- (a) We can take the payment back out of your Account; and/or
- (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.

- 12.8 We won't be liable for things that go wrong if they happen because of something outside of our control. For example:
- (a) something unusual or unexpected happens and we can't avoid it despite our best efforts; or
 - (b) we have to comply with the law.

13

Uncleared money

- 13.1 Subject to any Product Specific Terms and Conditions, 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 is 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 during Normal Business Hours, subject to any Product Specific Terms and Conditions, in branch, via the Chorley Online service or by 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 90 days' 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 and had the correct information been provided to us we would not have entered into this contract with you;
- (ii) you were not entitled to open the Account because you did not meet the qualifying criteria to open an Account;
- (iii) you are no longer a UK resident (please see Condition 4.5);

- (iv) you do not comply with any of your obligations under these Conditions, and do not put this right within a reasonable time of us 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 day before we undertake the closure. We may make repayment by sending you a cheque.
- 14.4 If we close the Account in full and make repayment to you 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 within one 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 Account Holder(s) as being entitled to the Account. These Conditions 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 calendar 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 but, for security reasons, a restriction will be placed on the account to prevent any withdrawals. 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 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. 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 balance of your Account when it closed. We'll adjust the balance to take account of 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:
- (a) the Account Document will belong to us;
 - (b) the Account Document must be produced to us before any withdrawal from the account is made;
 - (c) you agree to return it to us for updating, or for any other purpose we reasonably require; and
 - (d) 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.

- 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 Account Document declaration form or any other form of indemnity that we may reasonably require.

20

Changing these Conditions

- 20.1 We can change these Conditions, the Product Specific Terms and Conditions and/or any other 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 change 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 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 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' 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 your Account is a notice account and you wish to

switch or close it, the normal notice period will apply. 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 There may be times where we decide to move your Account to a different type of savings account. We will only do this for the reasons in Condition 20.1. If we do move you to a different type of savings account, we will give you two months' notice of our intention to do so. If you do not want us to move you to a different savings account, you can choose to close your Account or switch to a different account.
- 20.6 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).
- 20.7 If we give you notice of a change under Condition 20.6 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. If your Account is a notice account and you wish to switch or close it, the normal notice period will apply.
- 20.8 Condition 20 only applies to changes to the terms and conditions themselves. It does not apply where we are looking to make changes to interest rates or charges.
- 20.9 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 these Conditions 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

Matters beyond our control

- 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

Our right of set-off

- 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 calendar 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 in one of our branches or via post 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 or discuss matters relating to your Account 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 to give us an indemnity against all claims which may be made against any amounts withdrawn from your Account.

- 25.1 We understand that if an Account Holder dies it can be a difficult time for those involved. Please contact us as soon as you feel able so we can support you and manage the account appropriately. We will 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 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.

- 26.1 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.

- 27.1 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

- 28.1 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 235003, emailing 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.

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.

- 30.1 Chorley Online is a service that is available to members aged 16 and over which enables you to view your Account balances online in a secure setting.
- 30.2 Separate Chorley Online terms and conditions are provided when you register with the service and are available online at any time from the Society's website (www.chorleybs.co.uk).

- 31.1 Unless the Product Specific Terms and Conditions say something different, you can set up one Nominated Account to be used for withdrawals from your Account.
- 31.2 The Nominated Account must be in the same name as the Account Holder. We will ask for proof of your Nominated Account. When you set up or change your Nominated Account, we will need to do some checks to verify that the Nominated Account is in your name. We'll do this by electronic check or, if we can't, we may ask for documentary evidence from you. While we're doing this, or if we can't verify the Nominated Account, withdrawals may be delayed or refused. We may also need to do similar checks where law or regulation requires us to.



Head Office address: Key House, Foxhole Road, Chorley, PR7 1NZ
01257 235003 | chorley@chorleybs.co.uk | www.chorleybs.co.uk

Chorley Building Society is the trading name of The Chorley and District Building Society. The Chorley and District Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with the Firm Reference Number: 206023.

You can check this on the Financial Services Register at <http://register.fca.org.uk>.

Our registered Office is at Key House, Foxhole Road, Chorley, PR7 1NZ.