

BUSINESS SAVINGS ACCOUNT TERMS AND CONDITIONS

Valid from 03 April 2024

Main Office

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A. General

1. The Melton Mowbray Building Society (the Society) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check our details by visiting the UK financial services register at register.fca.org.uk.

2. Copies of the Rules of the Society are available on request from any of the Society's branch offices, Mutual House or from our website.

3. The Society's business savings accounts are only available to organisations registered in, and whose operations are based in, the UK including but not limited to companies, trusts, partnerships, charities and clubs. All individuals including beneficial owners of the entity and signatories or individuals otherwise linked to the account must also be UK residents. In addition, the Society only offers business accounts to organisations with a limited or no exposure to countries outside of the UK. As part of our initial and ongoing due diligence, the Society will assess your organisations exposure to countries outside of the UK and may refuse to offer you services, restrict or close your account on this basis.

4. We will not accept applications from the following or where the applicant is a subsidiary of:

- a. credit institution
- b. financial institution
- c. investment firm
- d. an insurance reinsurance undertaking
- e. a collective investment undertaking
- f. a pension or retirement fund (excluding personal pension schemes, stakeholder pensions schemes and occupational pension schemes of micro, small or medium sized enterprises)
- g. a public sector entity (excluding local authorities with a budget less than €500,000 or the equivalent in sterling)
- h. gambling companies
- i. cryptocurrency firms

This is not an exhaustive list and there may be further eligibility restrictions applied following assessment of your business at application or upon account review.

Where it is identified that you have an existing business account operated within a prohibited firm or industry, we may restrict and close your account under clause 82.

5. The following terms and conditions cover all our savings accounts for businesses. There are also individual terms for each type of account (Individual Terms), which you will see before you sign up to any.

6. If you are liable to pay tax in a country other than the UK or in addition to a UK tax liability, we may provide details of your accounts with us to the tax authorities of these other countries if legislation requires us to do so.

7. The Society, like all banks and building societies, is legally obliged to obtain proof of identity from all customers.

Existing customers may be asked to provide proof of identification where this is required to fulfil our legal and regulatory obligations, where there are any concerns relating to your identity or updated identity documents are required as a security measure to prevent fraud on your account (for example where your account has become dormant, or your passbook has been stolen).

B. General Data Protection Regulation

8. Your Personal Information – At the Melton Mowbray Building Society, we take your privacy very seriously and always treat your personal details with utmost care. We promise to keep your information safe and secure, and never share this with other companies for marketing purposes. You can read more about how we collect and process your data in our Privacy Policy which can be accessed by visiting <http://www.themelton.co.uk/savings-privacy-policy>.

We maintain information relating to customers on computer and in manual files. For the purposes of the UK General Data Protection Regulation (GDPR), the Melton Mowbray Building Society is the Data Controller responsible for processing your data. You have the right to access the personal information held and to have it corrected. Any request for access should be made in writing to Mutual House at the above address.

C. Charitable Assignment

9. The Melton Mowbray Building Society is a local society which aims to provide its members with the highest possible standards of personal service and the benefits of mutuality.

In the past, as a consequence of media and other publicity, individuals, normally from outside the area from which the Society derives its core membership, have disrupted its business and the ability to serve its members by opening accounts with nominal sums of money in the hope of gaining a windfall in the unlikely event that the Society was subject to takeover or conversion and, thus, lost its mutual status.

In order to deter these speculators and avoid disruption to its business, the Society now requires new investors to agree to assign to the Melton Mowbray Building Society Charitable Foundation any future windfall benefits to which they might otherwise be entitled. The nominated Charitable Foundation was established by the Society in 1997 for the purpose of making grants to deserving causes within the local area where the Society operates its main business. Many local community education and recreation groups have received such grants since its inception.

This requirement will not apply:

- i. to anyone who is a borrower with a mortgage from the Society on the date of an announcement of a transfer of the Society's business to another company or corporate body
- ii. to anyone who held a share account with the Society on or before 31 March 2000 and continues to hold it
- iii. after a period of 5 years has expired between the date a share account is opened and the date of an announcement of a transfer of the Society's business to another company or corporate body.

There are certain categories of investor who will be exempt from assigning their windfall benefits or rights. A list of such categories is available from any branch or from Mutual House.

These notes are only a summary of the charitable assignment arrangements and the full terms are available on request.

D. Minimum/maximum balance and restrictions

10. Please refer to Individual Terms for minimum and maximum balance details.

11. The maximum deposit permitted by the Society for an individual company across all accounts is £500,000. If you want to request to hold sums in excess of this amount, please use the contact details above. Such requests will be considered on a case-by-case basis.

12. A maximum of one of each account type is permitted per individual company.

E. Address details

13. Your address as detailed on the completed application form is deemed to be the registered address as far as the Society's Rules are concerned. Where you change your address details, you should advise the Society, of your new address. We may ask for proof of identity or address at any time, including when deciding whether or not to accept an application to open an account.

F. Change of details

14. You must inform the Society of any material changes in relation to information you have previously supplied to us in relation to your business. You must do this as soon as possible. Material changes include changes to:

- registered or trading names or addresses
- either ownership or persons who exert significant control over your business (e.g. partners, directors, trustees, shareholders)
- account signatories for your business
- the nature of your business or significant changes to the activities undertaken by your business
- the geographic locations within which you operate

15. All account holders and parties connected to an account must inform us as soon as possible when they change their:

- Name
- Address
- Telephone number
- E-mail address

The Society may request additional information, supporting documents and/or signed authority to evidence the change before being able to update our records. For example, evidence will be required to support a change of name or meeting minutes may be required to support a change of signature.

The Society may need to update our records on the information we hold for you and confirm whether our records remain accurate. We may periodically ask you to confirm whether the details we hold for you are still correct.

If we do not hold correct information for individuals or your business, or you fail to provide us with the relevant additional information or documents to support the change, we may apply restrictions to or close your account to prevent fraud and ensure we are able to fulfil our legal and regulatory obligations.

G. Cooling off

16. If you are not happy with your choice of savings account, you may cancel it within 14 days of:

- i. the day the contract is entered into; or
- ii. the day on which you receive the contract terms and conditions and other information on paper or electronically; whichever is later.

17. To cancel, please use the contact details set out above or ask in branch.

We will help you switch to another of our accounts or we will give all your money back with any interest it has earned. We will ignore any notice period and any extra charges.

18. The cooling off period does not apply to a fixed rate account.

H. Interest

19. Interest accrues on any sums you have saved (with the exception of offset accounts) from the actual date of deposit. On sums withdrawn, interest accrues to the day prior to withdrawal.

If you ask us, we will give you a full explanation of how we work out interest.

20. Generally, interest earned on your savings account can be either credited to the account, paid to your nominated bank account (see below) or transferred to another account held with the Society. The options available will depend on Individual Terms.

21. All interest is paid gross. You are responsible for settling any tax liability with HM Revenue & Customs.

22. Your passbook is your account and transaction record. Statements can also be provided on request.

23. You can find out about our interest rates by:

- telephoning Mutual House (01664 414141)
- looking at our website at www.themelton.co.uk
- looking at the notices in our branches
- asking in branch

24. We can change the interest rates on any of our savings accounts (apart from fixed rate products) for one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in Bank of England base rate (or the equivalent if that rate ceases to exist)
- to reflect general market conditions, including the rates offered on similar accounts by other banks, buildings societies or financial service providers
- to maintain an appropriate level between the interest rates charged to mortgage accounts and those paid to savings accounts
- to respond to changes in how much it costs us to provide accounts, such as our funding costs
- to take account of changes in the law, decisions of an ombudsman, regulator or similar person, or any code of practice with which we intend to comply

25. The Society can also change the rate of interest for other reasons where we reasonably believe the change is fair and appropriate. This applies to reasons we haven't anticipated at this stage which would affect us. If we make a change to your variable rate savings account, we will tell you about it in one of the following ways:

- if we decrease an interest rate, we will notify you in writing 14 days in advance of the change. You will then have a period of 30 days to close or switch your account, if you wish, without providing any notice or losing any interest
- if we increase an interest rate, we will notify you by placing notices in our branches and/or placing a notice on our website

I. Deposits

26. You can deposit money into your account in cash, by cheque or by electronic transfer. The Society will only accept payments into your account in UK pounds sterling and any cheques must be from a UK building society or bank. Electronic transfers into your account from overseas institutions are prohibited.

27. A maximum number of 10 deposits by either cash or cheque will be accepted per calendar month.

28. If you pay by cash, we will add the money to your account straight away. A maximum of £5,000 may be paid in cash at any one time, with a maximum amount of £5,000 permitted for deposit by cash each

calendar month. We can refuse or restrict cash deposits and may require proof of where the cash has come from for some cash deposits. Cash deposits must be paid in by a registered individual named on the account. We will not accept cash deposits from third parties not named on the account.

29. Whilst it normally takes 3 working days for cheques to be cleared through the Central Clearing Cycle, we require 6 working days for cheque clearance, after which the funds will be available to withdraw. This is because we are not a clearing bank.

Despite this, any cheques paid into the Society before 2pm on a working day will be treated as being banked on the day of receipt (i.e. even though they have not yet cleared), including for interest calculation purposes. Any cheques received after 2pm or on a weekend will be treated as being banked the next working day after receipt. If we have already credited your account and the cheque you deposited is returned to us unpaid, we will reverse the credit and apply a charge (see clause 71).

30. For deposits by electronic transfer, your individual savings account reference number must be quoted to enable the payments to be credited promptly e.g. GGG1234567SMI – please see your passbook or ask any of our staff for assistance. We reserve the right to return receipts to the issuing bank where we cannot allocate the sums due to an inaccurate reference number being quoted.

31. To safeguard against fraud on accounts, we will not accept any cheque unless the name of the recipient is clearly stated on the payee line of the cheque. When writing a cheque from your own account you should also draw a line through any unused space on the cheque so that unauthorised people cannot add extra information.

32. For receipts via the Faster Payments service, if these are received by the Society before 3.30pm on a working day, they will show on your account that day, but if received after 3.30pm on a working day, they will show on your account the next working day and be backdated to the date received by the Society.

33. For payments received by the Society on a non-working day, these will show on your account the next working day and be backdated to the date received by the Society. We will let you know the source of any funds credited to your account on request.

34. Where we change the way in which we administer funds credited to your account, we will tell you at least 60 days prior to implementation.

35. We can refuse to accept a payment into your account if we reasonably believe that accepting it could cause us to breach a legal requirement or expose us to governmental or regulatory action, or if we reasonably believe fraudulent or criminal activity is involved. We may request additional information to allow us to meet our legal or regulatory requirements. If the information is not provided, we may refuse or delay acceptance of the payment.

J. Withdrawals, transfers, closures

36. A maximum number of 10 withdrawals, by either cash or cheque will be permitted per month.

37. Where you wish to make a withdrawal, you must visit a branch during opening hours and present your account document (see clause 52) or send a request to us by post. If you are in branch, we will complete a withdrawal form for you to sign, based on your instructions. If you are sending a request by post, you must give us your account number, the details of the account you want the money sent to (name, sort code and account number), the amount to be withdrawn and the date you want the money to come out of the account and sign your instruction.

38. Subject to any restrictions in Individual Terms, you can make withdrawals in cash (on branch request only), by cheque or bank transfer using Faster Payments. Withdrawals by Faster Payments must be to

your nominated account (see clause 42). If you wish to withdraw cash, the amount is taken off your balance straight away. You can take out a cheque over the counter, in which case the amount is taken off your balance straight away. If you request a cheque by post, the balance is taken off when we create the cheque before posting it to you.

39. The maximum amount of funds you can withdraw will depend on branch limits, but subject to these, a maximum of £500 cash is permitted on demand. For any cash sums required in excess of £500 we require at least 24 hours' notice to be given, at which point we may override branch limits. The maximum you can withdraw in cash on any one day is £5,000.

40. If not presented for payment, cheques drawn from your savings account will become out of date six months after the date of issue.

41. Cheques drawn on your savings account can only be stopped if the cheque is lost or stolen or we suspect fraud, and we are not permitted to place a stop notice on cheques drawn in favour of third parties for any other reason. If you think a cheque should be cancelled, contact your local branch or Mutual House using the details set out at the top of these terms and conditions.

42. For withdrawals by Faster Payments, you will need to set up a nominated bank/building society account. This must be an account held in the business name with a UK bank/building society. You must give us the nominated account sort code and account number when you're setting this up. We will require evidence of the nominated account.

43. You may make a withdrawal by transferring funds directly to your nominated bank/building society account subject to the terms applicable to that account. To enable requests to be processed the same day, you must instruct us before 3.30pm on a working day. You must also do this in person in branch. Provided this cut-off time is met and all required details provided, payments should be received in your nominated account on the next working day. If funds are being transferred to another building society, they may show in your account the following working day (two working days from the initial request). Once payment has been processed, we cannot prevent the funds from being sent. Payment requests received after 3.30pm on a working day will be treated as being received on the next working day. Once we have processed a payment, you cannot change your mind. However, if you have requested a future-dated transaction you can revoke this by 3.30pm on the working day before the day the payment is due to be made.

44. Withdrawals by Faster Payments to a nominated bank/building society account are subject to a minimum limit of £100 and a maximum of £25,000 per day.

You will not be permitted to make a withdrawal by Faster Payments for at least 2 working days after you notify us of your nominated bank/building society account or of a change in your nominated bank/building society account.

45. In the interests of protecting customers from potential fraud, we may be required to request additional information before approving nominated bank/building society accounts, which may result in the process of setting up your nominated account choice taking longer than 2 working days.

46. You will not be permitted to make a withdrawal from a savings account which will cause an account to become overdrawn.

47. We can delay or refuse a withdrawal request if:

- a. we reasonably believe that there may be fraudulent activity (including impersonation) or other financial crime affecting the account
- b. we are required to do so by any law, regulation or court order
- c. there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account

- d. circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes)
- e. 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)
- f. you have failed to provide additional information requested to fulfil a legal or regulatory obligations e.g. we have requested identification which you have not provided

In the case of (d) and (e) above we will act proportionately to the circumstances in question, and we may decide to accept the withdrawal request if we are reasonably satisfied that extreme hardship would otherwise be caused.

48. We may request additional information where reasonably required to prevent money laundering or financial crime, or to allow us to meet our legal or regulatory requirements, for example requesting evidence in relation to a transaction on your account. If the information is not provided, we may refuse or delay your withdrawal or transfer request. If we delay or refuse a request, we'll tell you by the end of the next working day, unless this is not permitted by law.

49. Your account is for business savings only. It is not intended to be used as a business current account to manage your business' s day-to-day finances.

Where the account usage is deemed by the Society to be outside of the intended usage, for example excessive transactions or a high turnover of funds, or we believe you have been using your account for individual purposes or for a business other than the one you purport to carry on, we may restrict or close the account as per clause 82.

50. Our fixed term accounts do not permit early withdrawals/closure. By agreeing to take the product you confirm that you understand this and will not require access to the funds for the duration of the fixed term period.

We appreciate that because of unforeseen circumstances customers may find themselves in financial hardship and require access to part of their fixed term funds before the end date. If you find yourself in this situation, please talk to one of our colleagues and this will be reviewed on an individual basis. Further documentary evidence of your financial situation may be required by the Society.

The Society's decision to release any funds prior to the fixed end date will be on a discretionary basis, and the Society's decision is final.

51. The Society's definition of financial hardship in relation to its fixed term accounts is: "Financial hardship is where a customer can no longer meet payments to existing creditors and/or utility providers, or they can only do so with difficulty because of an unplanned/unforeseen change in their circumstances which has had a significant detrimental impact on their finances that could not have been reasonably known/expected at the time the account was opened."

If your request for an early withdrawal on the basis of financial hardships is approved, it will be subject to the following charges dependent on the type of account your funds are invested in:

Type of account:	Interest penalty:
1-2 year fixed term	60 days
2-3 year fixed term	90 days
3-4 year fixed term	120 days
4-5 year fixed term	150 days
5+ year fixed term	180 days

K. Account Documents

52. An 'account document' means a passbook, certificate, card or any similar item, which we designate to be an account document. We will give you an account document, but it will remain our property and must be returned to us whenever we ask, to be brought up to date or for such other purposes as we may reasonably require. You must ensure that the document is kept safely at all times whilst in your possession.

53. You must produce the relevant account document before making a withdrawal.

54. We recommend that you check your passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can sort it out.

55. You must immediately notify either a branch office or Mutual House if you discover that any account document is missing. If we believe it is lost, we will give you a replacement account document. If we believe your account document may be stolen and the account is not a fixed rate account, we will transfer the amount in the account in our records to a new account and issue you with a new account document. If we believe the account document may be stolen and the account is a fixed rate, we will give you a replacement account document and retain an alert on the account.

56. Where you hold a passbook, this serves as a statement of account and it is recommended that this is presented to the Society for update regularly.

L. Corporate bodies

57. In accordance with the Building Societies Act 1986, the Society is prohibited from offering shares to corporate bodies. Any account opened by a corporate body will be a Deposit account.

M. Unclaimed balances/dormant accounts

58. If your account hasn't been used for 15 years, your account will become 'dormant'. If there is money in a dormant account, that money will always be property of the business. This is the case no matter how many years pass.

59. You can make searches for dormant accounts and lost savings. If you ask us, we will tell you how to access the relevant funds.

N. Changes to these terms and conditions

60. We can change these terms and conditions and any Individual Terms at any time if we reasonably believe that the change is needed for any one or more of the following reasons:

- to respond to changes in Bank of England base rate (or the equivalent if that rate ceases to exist)
- to reflect general market conditions and standards, including the terms on which similar accounts are offered by other building societies, banks or anyone else providing financial services
- to give extra benefit to investors including making the terms of accounts easier to understand
- to take account of changes in the law, decisions of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply
- to reflect changes applied to products or services including the introduction of new services

61. The Society can also change terms for other reasons where we reasonably believe the change is fair and appropriate. This applies to reasons we haven't anticipated at this stage which would affect us. A change which in our reasonable opinion improves a service, or provides for additional services, or which otherwise benefits you or does not materially alter the nature of our contract with you, may be introduced with immediate effect and without notice, but details will be advertised in each of the

Society's branch offices, Mutual House and on our website within 30 days.

62. If the change is neither to your advantage nor disadvantage, we will always give you at least 30 days' notice before making the change. Details will be advertised in each of the Society's branch offices, Mutual House and on our website.

63. If the change is clearly to your disadvantage, we will:

- notify you [by letter or email] at least 30 days before we make the change
- ignore any notice period on your account for at least 60 days starting from the date of the notice so that you can, if you wish, switch your account or close it. You will not have to pay any additional charges or additional interest as a result of this switch or closure during this 60 day period

If we do not hear from you within this period, we will assume that you have accepted the changes.

64. If a change is to do with electronic payments, whether it is to your advantage or not, we will notify you [by letter or email] at least two months before the change. You can switch or close your account any time before the change comes into effect. If we do not hear from you within this period, we will assume that you have accepted the changes.

65. If there has been a major change or there have been a lot of minor changes in any one year, we will give or send you a copy of the new terms and conditions or a summary of the changes.

O. Service of notices

66. You will be taken to have received any letter or other notice 48 hours after it is sent by prepaid postage (regardless of the class of post) addressed to you at your latest address given to the Society.

P. Advertising and marketing

67. Unless you specifically give your permission or ask us to, we will not pass your name and address to any company, including other companies in our group, for marketing purposes. We will not ask you to give your permission in return for standard account services.

68. We may tell you about another company's services or products, and if you agree, that company may contact you directly.

69. When you become a customer we will give you the opportunity to say that you would like to receive marketing communications from us. If you say yes, you can withdraw your consent at any time. Simply visit a branch, call us on the number set out at the top of these terms. If you do not consent to marketing, we will still contact you periodically to administer your products and services, as required by law.

Q. Claims

70. We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of money held in any account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.

R. Charges

71. Our current standard charges are listed below and on our website.

- CHAPS Transfer £25.00
- Unpaid Cheque £15.00

72. Where we introduce new charges, or increase existing charges, we will tell you at least 30 days prior to implementation. For a period of 30 days from the date of the notice you will be able to close or switch your account without additional charges or loss of interest. A change which abolishes a charge, or reduces the amount of an existing charge, may be introduced with immediate effect.

73. On a fixed term product if there is a charge for premature withdrawal, this will be detailed within the relevant Individual Terms or in clause 51 of these conditions.

You can also find out about these charges by telephoning us, looking on our website or asking our staff. Please see the contact details at the top of these terms.

S. Branch offices

74. If we plan to close or move your branch, we will tell you at least 12 weeks beforehand. We will tell you how we will continue to provide services to you.

T. Complaints

75. Whilst we strive to achieve the highest possible customer service standards, we appreciate that on occasion we may fall below expectations. If you have a complaint, please let us know using the contact details at the top of these terms. We aim to resolve concerns quickly. If you're still not satisfied once we've tried to resolve your complaint, you may be able to refer it to the Financial Ombudsman Service Scheme (FOS).

Separate leaflets regarding eligibility and making a complaint and the FOS are available on request. You can also visit the FOS website on www.financial-ombudsman.org.uk.

U. Financial Services Compensation Scheme (FSCS)

76. As a customer of Melton Mowbray Building Society your account(s) with us may be covered by the Financial Services Compensation Scheme up to the maximum limit per person. For full details including exclusions from FSCS cover please refer to our FSCS information sheet which you were provided with when opening your account. Alternatively, this can be found on our website or by contacting us to request a copy.

For further information visit www.fscs.org.uk.

V. Correspondence

77. Correspondence will be sent to the account holding entity's business address and the signatories and the account holding entity will be bound by any such communication. This provision will not apply to the forwarding of the security details, which will be sent to each signatory individually in writing.

W. Additional funds

78. After your initial deposit, and subject to relevant Individual Terms, you can make subsequent payments into your account by Faster Payments. The payments can be made either on a regular monthly basis, or in individual one-off amounts, subject to relevant Individual Terms.

X. Account rejection and termination

79. You can close your account at any time unless the Individual Terms state otherwise (for example, for

a notice or fixed term account).

80. Unless your account has a fixed term, we can close it and return your money on two months' notice. If you have to give us more than two months' notice to take money out, we'll give you the same amount of notice if we want to close it.

81. The Society reserves the right to reject any application for any savings account at its discretion.

82. We may reject your application or close your account (even a fixed term account) immediately if:

- you fail to provide any information we reasonably require from you
- you have behaved in a threatening or abusive way to our staff or customers or damaged our property (including our IT systems)
- we discover you didn't or no longer meet the criteria to open the account (e.g. as to age and UK residence)
- we discover you gave us false or misleading information in your application
- we reasonably suspect you or someone else is using or intends to use your account for illegal or fraudulent purposes
- you seriously or repeatedly break these terms or the Individual Terms for your account and do not put things right within a reasonable time when we asked you to
- where we are legally required to close your account immediately

83. If we close your account, we'll write to you or email you straight away (unless forbidden by law) to let you know. We won't return any money received as a result of fraud.

Subject to that, we will return any money by transfer to your nominated account or by cheque. When we have sent the money, unless you have another account with us, your account will be closed and you will cease to be a member of the Society. If we close an account with a balance of zero or less, your rights end when our notice to close the account expires.

Y. Communication

84. All correspondence and communications in relation to your account will be in English.

85. Please note that the e-mail facility via www.themelton.co.uk cannot be used for authorising withdrawals or for notifying us of any material changes to your account. Material changes to your account must be notified in writing.

86. Each time you telephone or contact us by Internet we will check your identity from the security details you gave us.

87. We shall be entitled at any time to ask you to confirm in writing instructions you have given us by telephone or Internet if we consider this is necessary or desirable for any reason.

Z. Security Procedures

88. We shall establish security procedures with you by post or over the phone. You must keep your security details and password secret and secure. If you need to make written records of any security details or password you must keep them safe and take steps to ensure that they cannot easily be understood or copied by anyone else.

89. You must notify us as soon as possible if you:

- believe that someone else knows your security details or password
- have misplaced any record of your security details or password
- have forgotten your security details or password

- think that someone else (other than a joint account holder) is trying to use your account

90. You can do this by contacting us using the contact details set out at the top of these terms. If we suspect that your account has been compromised, we will contact you by phone and take you through our security procedure.

91. We can block your ability to make withdrawals from your account where we have concerns about security or suspect unauthorised or fraudulent use. We will generally let you know why we have done this unless we are prevented by law or decide we shouldn't for security reasons. We will unblock your account when the reason for blocking it ends.

92. Your Account is for use in the UK only. You shall not access your Account from another country. We do not recommend and would actively discourage you from accessing your account from a public Wi-Fi connection.

93. We cannot guarantee completely the confidentiality or privacy of any information passing over the internet or that it will not be interfered with and by using this facility you are giving instructions to us on this basis and understanding.

AA. Information Technology requirements

94. When you use your account, you must ensure that your device complies with any requirements we tell you about from time to time. You must also follow any procedures and instructions contained in any user guide that we give to you or from time to time contained on our internet web site.

95. If we provide you with any software to help you to use your account, you must not change it or allow anyone else to use or copy it. You must have suitable anti-virus software installed on your device.

96. You should notify us if you find any delay, failure, or error in your account, especially in the sending or receiving of instructions. It is in your interest to notify us as soon as possible in these circumstances.

97. For technical or other reasons there may be times when you are not able to access our web site. We cannot guarantee its availability at all times.

AB. When payments go wrong

98. You are responsible for ensuring the details you give us for your nominated account are correct and for the details of withdrawal instructions.

99. If your account was used by someone without your permission to carry out unauthorised or fraudulent transactions, we will refund you provided you tell us as soon as possible and no later than 13 months after the date of the payment (subject to clauses 100-103 below).

100. If we have made a payment incorrectly (i.e. it was sent to the wrong account or with the wrong amount), we will refund you unless:

- the instructions you gave us were incorrect (in which case we will try to recovery your money, but may charge you a fee)
- we can show the payment reached your nominated account provider correctly (in which case the provider was probably at fault)

101. We will refund either the full amount if the transaction was unauthorised or went to the wrong account, or the excess if we sent more than we should have, no later than the working day after you notified us. We will put you back in the position you would have been in without the fraud or error if

possible (for example, by refunding any interest lost).

102. You will be responsible for all losses incurred up to the time you tell us about the unauthorised use of your account if you intentionally or very carelessly failed to comply with your obligations under clause 88.

103. Otherwise, you will be responsible for up to £100 for unauthorised transactions unless you had no way of knowing the account was compromised before the payment, we were to blame or the losses happened after you told us your account was compromised.

104. The £100 may be deducted from refunds we make.

105. We will not refund you for a purportedly unauthorised payment if we can show that you authorised it, or if you acted fraudulently.

106. If you make a payment by mistake (for example, you give us mistaken nominated account information) and we are unable to recover your money, we will provide you with information so you can try to claim back the funds from the receiving bank.

AC. General liability

107. We will not be responsible if:

- you give us incorrect instructions
- we cannot carry out our responsibilities as a result of anything we (or our agents) cannot control, such as a mechanical failure or industrial action
- we must take action or not take action (for example, delay a transaction) to comply with our legal obligations

108. We will not be liable to you for loss of business, loss of goodwill, loss of opportunity or loss of profit.

AD. Governing law and jurisdiction

109. These terms are governed by English law and either of us can bring legal proceedings in respect of these terms in the English or Welsh courts.

Branch Offices

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Melton Mowbray Building Society is entered in its register under number 106184.