

Agreement to assign windfalls to charity

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

- Paragraphs 2 to 6, below, will apply to me unless I am an *exempt customer* at the time when the *account* is opened.
- I agree with the Society that, if the right to any *windfall benefits* is granted to me after the *account is opened*, I will assign those *windfall benefits* to the *selected charity* unless the period between my *account being opened* and the *conversion announcement date* is more than 5 years (or, if applicable, the *shorter period*).
- I authorise the Society and the *successor* to pass any *windfall benefits* direct to the *selected charity* (or to any other charity which the *selected charity* may nominate to receive those benefits), without notice to me.
- I understand that the Society has promised to transfer to the *selected charity* the benefit of the agreement which I have given under paragraph 2, above; neither the Society nor the *selected charity* will release me from that agreement; and any power of the Society to change the terms of its contract with me will not apply to any of the terms set out in this section of the application form.
- I authorise the Society to give the *selected charity* any information about me or any account which I have with the Society (now or in the future) - but only if the *selected charity* reasonably needs it regarding the agreement I have given under paragraph 2, above.
- I understand that the Society will require anyone who opens a share account (who is not then an *exempt customer*) to agree to assign to charity the right to any *windfall benefits* to which that person may become entitled. The terms of the agreement will be decided by the Society and may be different from the terms in paragraphs 1 to 5, above. This paragraph will no longer apply if the Society publishes a notice in the press of a decision by the Society that it will no longer require new shareholding members to enter into such agreements.

Notes

These notes apply to paragraphs 1 to 6, above:

- The *'account'* is the share account which you are applying to open by completing this form.
- The *'conversion announcement date'* means the date on which the Society makes a public announcement of a proposal to transfer its business to a successor.
- The *'current terms'* means terms which are the same as, or similar to, the terms set out in paragraphs 2 to 5, above.
- You are an *'exempt customer'* when you open the account if:
 - you have held shares in the Society on, and at all times since, 20 February 2000; or
 - you have already entered into an agreement with the Society binding you to the current terms and have continued to hold shares in the Society at all times since the account for which you were then applying was *opened*; or
 - you belong in respect of the account to one of the groups of other people who, in the Society's opinion, do not need to be asked to agree to the *current terms*. A list of these groups is available from the Society at any time. The Society may alter the number and composition of the groups from time to time, but no alteration will apply retrospectively.
- A person *'opens'* an account either by opening a new account or by having an existing account transferred into his or her name (whether as sole or joint holder).
- The *'selected charity'* means the Charities Aid Foundation or, if it is at any time no longer a registered charity, any other charity or charities selected by it to receive assignments of *windfall benefits*.
- A *'shorter period'* is applicable if, when the Society opens your account, you belong to one of the groups of people who, in the Society's opinion, do not need to be asked to agree the usual 5 year period. A list of these groups, stating the periods applicable to them, is available from the Society at any time. The Society may alter the number and composition of the groups and the periods applicable to them from time to time, but no alteration will apply retrospectively.
- The *'successor'* is any company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act 1986 (or under any provision which amends or replaces it).
- A *'windfall benefit'* is a benefit which a person has the right to receive as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a successor (i.e., on a conversion or take-over), other than:- the replacement of savings in a share account with the Society with savings in a deposit account with the successor, or any benefit which the Society has decided may be kept by a person who has a number of accounts and was an exempt customer when opening one or more (but not all) of them. A list setting out the conditions which determine whether, and to what extent, such a person may keep a benefit is available from the Society at any time. These conditions may be altered by the Society from time to time, but no alteration will apply retrospectively.
- Where more than one of you is signing this form, paragraph 1 and (if applicable) paragraphs 2 to 6, above, apply to each of you separately.
- If the Society no longer exists following a merger with another building society, paragraphs 2 to 6, above, will still apply between you and the other society.

Declaration - APPLICANT MUST SIGN

I declare that:

- I am 16 years of age or over. All subscriptions made and to be made, belong to me;
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a Cash ISA and a Stocks and Shares ISA in the same tax year.
- I have not subscribed and will not subscribe more than the Cash ISA subscription limit to one Cash ISA.
- I have not subscribed and will not subscribe to another Cash ISA in the same tax year that I subscribe to this Cash ISA (*delete if you will not be subscribing to this ISA*).
- I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or I am married to, or in a civil partnership with, a person who performs such duties. I will inform Newbury Building Society if I cease to be so resident and ordinarily resident or to perform such duties or be married to, or in a civil partnership with, a person who performs such duties.
- I have received and read the Society's general Investment Conditions and product conditions relating to the chosen investment account;
- I agree to be bound by the Society's Rules;
- These shares will not be held by me as a bare trustee for a body corporate, or for persons who include a body corporate; and
- I have read and understood the above agreement and the 'Declaration'.

I authorise Newbury Building Society:

- To hold my cash subscription, ISA investments, interest, dividends and any other rights or proceeds in respect of those investments and any other cash.
- To make on my behalf any claims to relief from tax in respect of ISA investments.

I understand that the personal information I have given on this application form and give during normal operation of my account will be held and processed by Newbury Building Society (the Data Controller) at all times in accordance with the Data Protection Act of 1998. I also understand that my personal information and account details will/may be:

- Used to open and maintain my account; provide the services I request; deal with enquiries I make or authorise to be made and to contact me regarding my account;
- Newbury Building Society may make searches about me at credit reference agencies who will supply information, including information from the Electoral Register, for the purpose of verifying identity. The agencies will record details of the search whether or not this application proceeds. The searches will not be seen or used by lenders to assess ability to obtain credit. Newbury Building Society may use scoring methods to assess this application to verify my identity. Credit searches and other information which is provided may be used by Newbury Building Society and other companies if I, or other members of my household, apply for other facilities including insurance applications and claims. This information may also be used for debt tracing and the prevention of money laundering as well as the management of my account. Alternatively, Newbury Building Society may ask me to provide physical forms of identification.
- Used to prevent fraud and financial crime, for market research purposes, developing products and services, statistical and business analysis, and creating and maintaining a customer profile;
- Disclosed to appropriate regulatory authorities (including regulators of voluntary codes of practice), auditors, any other body having a legal right to the information and anyone I appoint to administer or operate my account;
- Disclosed to third party processors to transmit and collect money, investigate complaints, distribute statement and rate change notices, resolve IT issues, develop and test new software and for auditing purposes;

From time to time, Newbury Building Society contact existing customers to keep them informed of products, services and special offers that may be of benefit to them. These communications could relate to mortgages, savings or other financial services through Newbury Building Society. Newbury Building Society believe this is important because personal circumstances and financial needs change and what may not be appropriate now, may be appropriate in the future.

Newbury Building Society will keep these communications relevant, using the information held. Newbury Building Society does not share information with other organisations outside the Newbury Group for this purpose. I/we understand that I/we can opt out of receiving this information by leaving the boxes blank or by contacting Newbury Building Society in the future. I understand that I have a right to access the personal information held by you (you reserve the right to charge an administration fee) and to have incorrect information corrected. I would like to receive information about Newbury Building Society by:

Post Email Telephone

I apply to subscribe for a Cash ISA for the tax year 6/April/ to 5/April/ and each subsequent year until further notice.

I agree to the ISA terms and conditions.

I declare that this application form has been completed to the best of my knowledge and belief.

Signed

Date

 / /

FOR SOCIETY USE ONLY

Branch

Opened by

Checked by