



# General Investment terms and conditions

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**NEWBURY**  
building society

## 1. Account Terms

- 1.1 In these terms and conditions, 'we', 'us' and 'our' refer to Newbury Building Society; 'you' and 'your' refer to the customer of Newbury Building Society.
- 1.2 This booklet contains important information. You should read carefully and retain for future reference. We can change these conditions and any special conditions applying to an account at any time. Changes may be made if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
- So that we can compete more effectively with other financial services providers;
  - To improve efficiency or respond to changes in our costs;
  - To give extra benefit to investors (including making the terms of accounts fairer or easier to understand);
  - To take account of changes in the law, industry guidance, decisions of a Court, Ombudsman, regulator or similar person;
  - To maintain our financial strength for the benefit of all our Members;
  - To reflect general market conditions, interest rates, charges and standards;
  - To correct errors; or
  - If you agree

A change which improves our service, is imposed by regulation, or which otherwise benefits you, may be introduced with immediate effect. We will tell you about the change within 30 days of it taking effect, through notices in our branch network and on our website [www.newbury.co.uk](http://www.newbury.co.uk).

If we make a change that is not to your benefit, we will put notices in our branches and on our website. If the account has a balance of £250 or more we will also provide reasonable notice to you before the change takes effect. We consider 30 days personal notice by letter or similar communication to be reasonable in most cases, but we will have regard to the nature of the change and the amount of notice required for withdrawal on your account.

- 1.3 As well as these General Investment terms and conditions, you will receive the Savings for you and product leaflet, Current Investment interest rates and Members Review (including the Summary Financial Statement) when you open an account. The product leaflet provides details of specific conditions for your account. Accounts can be operated through the branch network or by post, with no difference in terms and conditions. Whilst you have an account with us, the latest General Investment terms and conditions will apply. The operation of any Share account is also subject to the Society's Rules. You can obtain a copy of our rules by requesting them from Head Office or any of our branches. If there is any contradiction between these requirements, the order of precedence is Specific Conditions, General Investment terms and conditions, then the Rules.
- 1.4 You can ask for a copy of the booklet produced by the Financial Services Authority, 'Money Made Clear Guide to Bank Accounts'. This explains how you should expect to be treated under the requirements of the Banking Conduct of Business Sourcebook and Payment Services Regulations 2009.

## 2. Account Opening

- 2.1 Before you open an account, you will need to sign and fully complete an application form. We will also need your investment for at least the minimum balance applying to your chosen account.

- 2.2 We have a legal responsibility to verify the name and address of all customers wishing to open an account. Wherever possible, we use an electronic verification process. If we cannot verify who you are electronically, we may require you to provide us with documentary proof of your identity and address. Our leaflet 'Identification for customers' provides a list of documents that satisfy this requirement. If we receive money without satisfactory identification, then we may return the funds or retain them pending instruction from a relevant authority.
- 2.3 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.
- 2.4 If you change your name, address or other personal details, you need to notify us as soon as possible, so we can change the details on your account. You will need to provide documentary evidence of the change e.g. marriage certificate for surname. If at any time we discover that we do not hold the correct information, we may restrict access to the account pending evidence of your new details. You must provide us with a specimen signature on request.
- 2.5 We can refuse to open an account without giving reason. There will not be any contract between us until we have opened an account.
- 2.6 For a period of 14 days from the date you open your account (or the date you receive these terms and conditions, if later), you may instruct us in writing (slip enclosed with acknowledgement letter) that you have changed your mind. We will return your deposit to you, subject to cheque clearance, with any accrued interest, within 30 calendar days. No administration charges will be made and we will ignore any notice periods. If you decide to move your account to another bank or building society, we will co-operate with them so that the transfer is made as efficiently as possible. This right to cancel does not apply to fixed rate accounts.

### **3. Membership and Charitable Assignment**

- 3.1 Share accounts are only available to private individuals, clubs and unincorporated associations. Limited companies, limited liability partnerships, registered charities and trusts must open a Deposit account. When you open a Share account you become a Member of Newbury Building Society. If you have £100 or more in a Share account at our financial year-end (31 October) and continue to do so until the Annual General Meeting (February), you are entitled to vote. Full details of your rights as a Member and the procedure for the Annual General Meeting are in the Society's Rules. Deposit account holders are not Members of the Society.
- 3.2 Newbury Building Society operates a charitable assignment scheme, to deter speculative account opening by savers hoping to receive windfall payments. We require all new investors to agree to assign any future windfall benefits to the Charities Aid Foundation. A windfall benefit is a benefit, which a Shareholding Member could receive, in the unlikely event of any future transfer of our business by way of take-over or conversion to a bank or other company. In this scenario, your savings would be transferred to a new account with the successor organisation. The agreement to assign is for a period of five years from the account opening date. If you have been a Shareholding Member continuously for five years, you are exempt from the scheme. You may open new accounts or transfer monies from one account to another as an exempt customer. You can ask about other categories of exempt customer.
- 3.3 The Charities Aid Foundation receives and administers charitable donations, which are passed on to other specific charitable organisations. They have agreed to use any money received by them under the assignment scheme to support housing, education, health and the relief of social exclusion. This information is only a summary of the Charitable Assignment scheme. The details are set out in the account application form.

## 4. Joint Holders

- 4.1 The first named on a joint account is called the Representative Joint Holder. This is the person who is entitled to vote at our Annual General Meeting. The other parties to the account do not have Membership rights. You are entitled to choose the order in which the joint holders are named on your account.
- 4.2 When you open a joint account you will be asked how you want to operate it. You make the decision as to whether a single signatory can withdraw all the money from the account, or whether more than one or all signatures are required. This decision also applies to account amendments and closure. For tax purposes, we will treat joint account holders as being entitled to the money in the account in equal shares.
- 4.3 Conditions of the account apply to all account holders. Joint and several liability applies to all joint accounts. This means that each of you is separately responsible to us for the performance of all the obligations of account holders (not just a share of them). If the account becomes overdrawn, we could claim back the funds in full from any or all of the account holders.
- 4.4 On proof of death of any joint account holder, we will recognise only the survivor(s) as having ownership of or interest in the account. The survivor(s) shall be entitled to operate the account on the same terms.
- 4.5 In the event of a dispute involving a joint account (e.g. marital dispute or separation), we will require both parties to sign for withdrawals until the situation is resolved. We will require both signatures to change the mandate on the account.

## 5. Passbooks and Protecting your Account

- 5.1 Our accounts are Passbook operated. Within these terms and conditions the term 'Passbook' includes certificate, card or any similar item, which we designate. We will provide you with a Passbook when you open an account 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 purpose as we may reasonably require.
- 5.2 The Passbook serves as a statement of account. In addition, we will also make statements of account available on an annual basis.
- 5.3 As soon as you discover that any Passbook is missing, you should phone your branch or head office during office hours so that we can secure your account. We will issue you with a replacement Passbook, once you have signed our indemnity form; paid the Replacement Passbook fee; and provided full identification.
- 5.4 Unless you have acted fraudulently or with gross negligence (failed to take reasonable action to protect Passbooks or personal security information) you will only be liable for the first £50 of unauthorised withdrawals. If your Passbook is misused after you have informed us that it is missing, you will not be liable for unauthorised withdrawals and we will refund the amount transferred from your account.

- 5.5 You should check your Passbook each time it is updated. If the Passbook does not reflect your transactions you should ask the cashier at the time or phone us as soon as possible so that we can investigate.

When you request a cheque, it must be payable to the individual or firm, or if to a bank include identifiers e.g. 'XYZ Bank, account number xxxyyzz'.

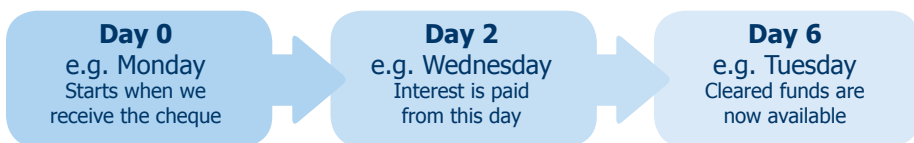
Your post is valuable information so you should notify us, if you do not receive mail you are expecting from us. Keep your contact details up to date and notify us as soon as possible if you change your name or address. Shred printed material that includes your personal details rather than putting them in the bin. Treat e-mails you receive or telephone calls asking you for any personal security details with caution.

## 6. Deposits

- 6.1 You can make additional investments into your account up to the maximum permitted under the specific account conditions. This can be done at any of our branches regardless of where your account was opened, or by post.
- 6.2 For security reasons we recommend that cash is not sent by post. We will need to know additional information about large cash deposits. Coins must be bagged up according to the denomination stated on the bags. As coin transactions take longer to process, a maximum of three bags of coins will be accepted in any one transaction.
- 6.3 Cheque deposits must be in Sterling, drawn on a UK bank and no more than six months old. Cheques need to be payable to the account holder(s) or 'Newbury Building Society' followed by the account number or the account holder(s) name(s).

As we collect your cheque and then clear it through our bank, our cheque clearing process takes six business days (business days exclude Saturdays, Sundays and Bank Holidays), excluding the day of deposit. The central cheque clearing process normally takes three business days. The only exception to this is Newbury Building Society cheques, which are treated as immediately cleared funds. After the six business days, you are protected from loss if the cheque is returned unpaid unless you are a party to fraud.

### Example of cheque clearing times



(The above example is based on a normal working week without Bank Holidays)

If a payment fails to clear, we will inform you by personal letter. If a cheque is lost in the clearing process, it will be debited from your account. You will need to provide written authority to the drawer to cancel the cheque and request a replacement. We will provide assistance in such circumstances.

- 6.4 Telegraphic transfer, BACS transfer or standing order payments into your account are treated as immediately cleared funds. The sort code of our bank, is 62 28 74 and the account number is 00000000 (there is no specific number as it is a collection account). Enter Newbury Building Society as name and your account number as the reference. Standing order forms are available at your branch. Regular checks on standing orders will help you ensure the money is going to the right account. We are unable to accept direct debits into your account.

## 7. Withdrawals

7.1 A withdrawal will only be allowed if the passbook is produced, there are sufficient cleared funds available to avoid the account going overdrawn and the request is made during normal business hours. Withdrawals are only permitted if we have the proper written authority in accordance with the mandate you have agreed (e.g. withdrawal form signed by the appropriate persons). No withdrawal is valid unless made in a form approved by us.

7.2 We can refuse to carry out a withdrawal if we reasonably believe that:

- You or someone else is using your account illegally, or we suspect fraud.
- We are aware of a disagreement about who owns the money in your account, including a disagreement between account holders.
- You are not keeping to the terms and conditions of your account.
- Your passbook has been lost, stolen or used by an unauthorised person.
- You have failed to produce your passbook or suitable identification when requested.

In these circumstances, we will freeze your account. We will explain the situation as soon as legally possible. We will unfreeze the account once we have investigated the circumstances and satisfied ourselves that there is no fraudulent or illegal activity.

7.3 We can limit at any time without notice the amount which may be withdrawn in respect of any account, if:

- We reasonably consider it necessary in order to protect the interests of our Membership as a whole;
- We are required by regulation; or
- Circumstances beyond our control prevent us from offering a normal service (e.g. terrorist threat, computer system failure or strikes).

In such unusual circumstances, we will post notices in branches and/or on the website.

7.4 You can make a withdrawal of up to £350 in cash at one branch on any day.

7.5 Withdrawals can be made in branches of up to £200,000 by cheque (subject to the specific conditions of the account). For any withdrawal in excess of £200,000 the cheque will be posted to you within 48 hours of your request. The minimum amount that can be drawn by cheque is £25 (subject to the specific conditions of the account).

If you make a withdrawal by cheque and it is payable to a third party, we can only stop the cheque if we have the third party's written consent or in our opinion we have clear evidence of fraud. If the cheque is made payable to you, we need your written authority to stop the cheque.

All cheques drawn from our accounts are "Account Payee Only", which means they cannot be endorsed to the benefit of a third party.

Cheques drawn from your account are valid for six months. If you do not use your cheque within the six months, we will contact you for your instructions.

7.6 Our accounts are for saving and so are not designed for you to make electronic payments. You are unable to make automated payments out of your account by direct debit or standing order.

7.7 We will meet the industry good practice guidelines if you ask for your ISA to be transferred to another provider.

- 7.8 If we receive a bankruptcy notice from the Insolvency Service, instructing us to freeze your account, we will not be able to allow any withdrawals from the account without authority from the Insolvency Service. This will apply to all accounts held by you, including joint accounts with other account holders. This will also apply if we receive a Court Order such as a Garnishee or Mareva Injunction.
- 7.9 The Child Support Agency (CSA) as part of the Child Maintenance and Enforcement Commission has the power to deduct funds (make a Child Maintenance Deduction Order) from accounts of Non Resident Parents who have failed to pay child maintenance. The legislation places a legal duty on deposit-takers, to make these deductions. They can either take the form of a deduction order to deduct regular (normally monthly) payments (Regular Deduction Order) or lump sum amounts (Lump Sum Deduction Order) to pay backdated child maintenance. If you are subject to a Child Maintenance Deduction Order, the sum owing will be frozen (withdrawn from your account) and paid to the Child Support Agency. There is an appeals process, which you can initiate if you become subject to a child maintenance deduction order. You may apply directly to the Court using form N161, available at [www.hmcourtsservice.gov.uk](http://www.hmcourtsservice.gov.uk).
- 7.10 We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. We will notify you if we do this. No interest will be earned on money used in this way.

## 8. Account Closures

- 8.1 You can close your account at any time, without giving any reason, after giving the notice required by the special conditions applying to the account, except where the investment is for a fixed term which has not expired.
- 8.2 We can repay to you all or part of your investment at any time, without giving any reason, after giving you at least 30 days' notice, except where the investment has been accepted for a fixed term which has not expired. We do not need to give notice in circumstances such as instruction of a receiver in bankruptcy, suspected fraud, threatening/abusive behaviour towards staff or failure to comply with your obligations under the terms and conditions. If we close your account with interest up to the closure date and make full repayment to you in person or by post, you will have no further rights in the account. We will not close your account or threaten to do so as a response to a valid complaint you have made.

## 9. Unclaimed Balances

- 9.1 We may decide to close an account and retain the money in it, if you cannot be traced after reasonable enquiry, and you have made no payment to your account for five years (three years if your balance is under £100).
- 9.2 We may be required under Section 4(2) of the Dormant Bank and Building Society Accounts Act 2008, to transfer the balance of a dormant account to an authorised reclaim fund in accordance with Section 1 of that Act, or to such a fund or one or more charities in accordance with Section 2 of that Act.
- 9.3 In either of the scenarios in 9.1 or 9.2, you will retain your Membership rights and the money will remain yours (or if you die, part of your estate). If you contact us at a later date, we will either open a new account for you and credit that account with the amount of money in the closed account (plus the interest that would have accrued), or repay the money to you.
- 9.4 You can make searches for dormant accounts and lost savings, including those falling within the unclaimed assets scheme, online at [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk). You can get copies of claim forms for dormant accounts and lost savings, including unclaimed assets, from us or from the Building Societies Association.

## 10. Payment of Interest

- 10.1 We will tell you the interest rate that applies to your account when you open it. This information is available in the Current Investment interest rates, on our website or in branch notices.
- 10.2 Interest is calculated on the account balance on a daily basis and paid in accordance with the specific terms of your account. An example of an interest rate calculation is included in the 'Other Information' Section at the end of this booklet. We can arrange for interest to be paid into the account, another Newbury Building Society account or into your bank account.
- 10.3 Where required by legislation, interest on accounts will be paid or credited after deduction of income tax at the prevailing basic rate.
- 10.4 If you are not liable to pay tax, you can complete an R85 or R105 so we can register your account to receive gross interest. You can obtain an HM Revenue and Customs IR110 booklet and R85 or R105 form from your branch or Head Office.
- 10.5 If you are a higher rate taxpayer, you must settle any further liability with HM Revenue & Customs.
- 10.6 We pay interest on the sum deposited in cash or electronic transfer from the day we receive the funds. If the deposit is made by cheque, we pay you interest from the second business day after the date of deposit. Any sums received by us, outside of normal business hours or on a non-business day will be treated as having been received on the next business day.
- 10.7 We can change the rate of interest paid on your investment at any time subject to any special condition relating to interest rate changes on a particular account (e.g. fixed, tracker etc). We can change the rate payable for any reason in Section 1.2. We will put notices in our branches and on our website. If the account has a balance of £250 or more at the time, we will also give reasonable advance personal notification of material reductions in interest rate. We consider 14 days personal notice by letter or similar communication to be reasonable in most cases.

## 11. Charges

- 11.1 We may make charges relating to the operation of your account and deduct those charges from the balance held in the account. The charges will reflect the cost of administering the service. The current list of standard charges is in the 'Other Information' Section at the end of this booklet.
- 11.2 We can change our standard charges at any time for any of the reasons given in Section 1.2. We will notify you in the same way and in the same time scale as described in Section 1.2.
- 11.3 If we need to make a charge that is not listed as a standard charge, we will discuss this with you and give you 14 days prior notice that such a charge is being made.

## 12. Service of Notices

- 12.1 You will be deemed to have received any letter or other personal notice 72 hours after we have sent it to you. The notice will be valid even if we accidentally fail to send to you a communication intended for our investors generally, or a category of our investors of which you are one, or display a notice at our Head Office or any branch office.

## 13. Data Protection

- 13.1 We comply with the Data Protection Act 1998. When we collect personal information from you, we will explain why we need it, how we will use it, who we might disclose it to and what your rights are. We ask for your signature to show your consent. We process data fairly and lawfully and ensure that it is kept secure and confidential. We ask you to help us keep data accurate and up to date.
- 13.2 We may disclose personal information:
- Where required by law or public duty;
  - With your consent;
  - If in your legitimate interests;
  - To regulatory authorities, auditors, any other body having a legal right to the information; and
  - Anyone you appoint to administer or operate your account.

We may disclose personal information to other third party processors where necessary controls are in place e.g. to transmit and collect money, distribute statements and rate change notices, resolve IT issues, develop and test new software.

- 13.3 We will tell you before we record any telephone conversations.
- 13.4 Our account application forms ask if you wish to receive marketing from us. With your permission we sometimes contact you to keep you informed of products, services and special offers that we feel may be of benefit to you. These communications could relate to mortgages, savings or other financial services. This is important because personal circumstances and financial needs change and what may not be appropriate for you now, may be appropriate in the future. If you do not wish to receive this type of information, you can let us know at any time. We will remind you at least once every three years that you can ask not to receive this. This reminder may be contained in customer newsletters or other literature that we send. We do not pass personal details to third parties for marketing purposes.

## 14. Financial Services Compensation Scheme

- 14.1 As a customer of Newbury Building Society your account(s) with us are covered by the Financial Services Compensation Scheme up to the maximum of £50,000 per person, unless you are:
- A large company or partnership (i.e. at least two of the following are true: Turnover more than £6.5 million a year; Balance sheet total more than £3.26 million; and total number of employees more than 50);
  - A large mutual association;
  - A local, provincial or municipal authority;
  - A credit institution;
  - A pension and retirement fund or a trustee of such a fund;
  - A government, or central administrative authority;
  - A person whose claim arises from transactions relating to a conviction they have received for money laundering.

The cost of the Scheme and compensation payments are funded by contributions from the businesses covered by the Scheme. The Rules covering the Scheme are very detailed. Information about the operation of the Scheme is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## 15. Additional Information

- 15.1 We have a formal complaint procedure, which is available on our website [www.newbury.co.uk](http://www.newbury.co.uk), or from any of our branches or Head Office. If you have a complaint, please contact your branch so they can resolve it. You can request that your complaint be referred to Head Office. It is our intention to settle all complaints promptly and fairly. We are participants of the Financial Ombudsman Service. Most complaints that we cannot resolve can be referred to the Financial Ombudsman Service.
- 15.2 If we plan to reduce hours by 30%, permanently close or move your branch, we will tell you at least 12 weeks beforehand. We will tell you how we will continue to provide service to you.
- 15.3 We will not be liable for your losses or expenses if we are unable to provide any service in connection with your account because of terrorism, computer system failure, strikes or other circumstances beyond our control.
- 15.4 English Law applies and we will communicate with you in English.
- 15.5 Newbury Building Society is authorised and regulated by the Financial Services Authority. Our Registration Number is 206077.

## Other information

### Example interest rate calculations

#### Calculation of interest - examples (both assume no change in interest rate)

##### Interest for the year:

Funds in account x interest rate/100

e.g. balance of £10,000, interest rate of 4.2% =  $10,000 \times 4.2/100 = £420$

##### Interest for a specific period:

Funds in account x interest rate/100/number of days in year x number of days for the period

e.g. balance of £25,000, interest rate of 3.85%, interest paid monthly  
(and calculating it for June) =  $25,000 \times 3.85/100/365(\text{days}) \times 30(\text{days}) = £79.11$

### Current tariff of charges

Charge		Payable when
Copy of Society Cheque	£10	You request a copy of a cheque drawn from your account.
Replacement Section 975 Statement (previously known as S352 Tax Certificate)	£10	You request a further copy of a Section 975 Statement already issued to you.
Replacement Society Cheque	£10	You lose a cheque drawn from your account and ask us to replace it.
Replacement Passbook	£10	You lose your passbook and it needs replacing.
Replacement Statement	£10	You request a further copy of an annual statement already issued to you.
Returned Unpaid Cheque	£10	Cheques paid into your account are returned unpaid by the bank.
Copy of Records held	£10	You request a copy of the records held by us about you.
Payment by CHAPS	£25	You request that we withdraw money from your account and pay it into another account through the Clearing House Automated Payments System.
Photocopied Document	£10	You request a photocopy or photocopies of any document held by us in respect of your account.
Non-standard account enquiry	£10	A request is received from you or your representatives for any information held on file, not covered by other charges detailed in this tariff.

If you need any help, contact your local branch or Head Office (details on back cover) during normal business hours 9am-5pm, Monday to Friday (Wednesday morning 9.30 and occasionally branches might need to close over lunch)

Alternatively, you can visit the contact us area of the website [www.newbury.co.uk](http://www.newbury.co.uk)

**Abingdon**

1 West St. Helen Street  
Abingdon, Oxon OX14 5BL  
01235 527750  
abingdon@newbury.co.uk

**Alton**

47 High Street, Alton  
Hants GU34 1AW  
01420 84275  
alton@newbury.co.uk

**Andover**

35 High Street, Andover  
Hants SP10 1LJ  
01264 361455  
andover@newbury.co.uk

**Didcot**

136 The Broadway, Didcot  
Oxon OX11 8RJ  
01235 813431  
didcot@newbury.co.uk

**Hungerford**

127 High Street, Hungerford  
Berks RG17 0DL  
01488 684705  
hungerford@newbury.co.uk

**Newbury**

105b Northbrook Street  
Newbury, Berks RG14 1AA  
01635 522588  
newbury@newbury.co.uk

**Thatcham**

4 High Street, Thatcham  
Berks RG19 3JD  
01635 864996  
thatcham@newbury.co.uk

**Whitchurch**

1 Market Place, Whitchurch  
Hants RG28 7AG  
01256 892034  
whitchurch@newbury.co.uk

**Wokingham**

19 Broad Street, Wokingham  
Berks RG40 1AU  
0118 978 5945  
wokingham@newbury.co.uk

**Head Office**

17 Bartholomew Street  
Newbury, Berks RG14 5LY  
01635 555700  
enquiries@newbury.co.uk

[www.newbury.co.uk](http://www.newbury.co.uk)