

# Buckinghamshire Building Society

## Online Terms and Conditions

### 1. Definitions

Unless the context requires otherwise:

“Buckinghamshire Building Society” refers to “The Society”, “we”, “us” and “our”. “You” and “your” refer to the person who has registered to use or is applying to use mybbs. “mybbs” means the Society’s online platform. “Account” is any savings or mortgage account with us which is held either in your own name or jointly with another person. “Account holder” is the person(s) in whose name the account is held. “Activation key” is the code we send to you to be used the first time you access your account details using mybbs or when your use of mybbs is being re-activated. “Password” means the combination of letters, numbers and other characters you select when you register for mybbs, as amended by you from time to time, that we use to check your identity when you access mybbs. “User ID” is the unique number we give you to identify you when you use mybbs. “Authentication Code” is the code communicated to you by text to your mobile phone or a call to your landline that you will need every time you access mybbs. “Business banking day” is 9.00 am to 5.00 pm Monday to Friday and does not include weekends, public holidays or any other day that we are not open for business.

### 2. Who is party to this agreement?

This agreement is between the person who has registered to use or is applying to use mybbs and Buckinghamshire Building Society.

### 3. What do our online terms and conditions cover?

Our online terms and conditions cover the use of mybbs which enables you to view your account and any personal details contained within it and on your savings account, request a withdrawal or advise of your intention to request a withdrawal (ie give us notice) within the current withdrawal limit of £50,000.00.

#### **4. Who can use mybbs?**

To use mybbs you must hold a mortgage with us or have opened a savings account with us, be aged 16 years or over at the time of registration, be recorded as a signatory on an account and for savings accounts, they must be set up for withdrawals to be authorised by one signatory.

#### **5. How you can terminate this agreement?**

You can tell us at any time that you no longer wish to use mybbs in writing or via messaging on mybbs (we will continue to process any transactions you have already authorised unless you ask us not to do so and provided it is not too late to stop it). We will deactivate your account within the mybbs environment within 5 days of your request to deregister with mybbs.

#### **6. How we might terminate this agreement?**

**6.1** We may suspend or terminate your access to mybbs if we believe or have reasonable grounds to suspect you have attempted to access our systems or any accounts contained within it unlawfully or you have attempted to introduce any viruses into our systems.

**6.2** In addition we can terminate this agreement immediately if you close your accounts with us here at the Society or you breach any of the terms of this agreement. Where this situation arises and where we are legally able to, we will contact you in advance to advise you of the action to take place.

#### **7. How the Society might change these terms and conditions**

We may change these online terms and conditions from time to time. We will give you at least 60 days' notice of any changes by either email, secure message or letter which will explain any impact these will have on you. If you do not wish to accept the changes you can terminate your online agreement with us as in (5) above. If we do not hear from you, we will assume you have accepted the change.

## **8. How can mybbs be used for a joint account?**

**8.1** If you have a joint account with the Society (ie an account with more than one person named on the account) then either of you can use mybbs, but you must individually register for mybbs and the account **MUST** be set up so that either party to the account can authorise transactions.

**8.2** Where an account mandate requires more than one signatory to authorise transactions or amendments to the account, the account cannot be registered for mybbs.

**8.3** If a joint savings account holder tells us that another joint holder is no longer able to authorise transactions on the account, we may suspend access to mybbs whilst we assess who is able to sign on the account (see our Savers General Terms and Conditions Section 10 Withdrawals and Section 14 Joint Accounts and Trusts for further information).

**8.4** By registering for mybbs you agree that ALL joint account holder(s) are happy to individually access accounts.

## **9. How can I withdraw from my savings account on mybbs?**

You can use the online withdrawal facilities within mybbs to make a request to withdraw from your savings account.

**\*\*For companies, clubs, charities, and organisations the nominated bank account **MUST** be in the name of the entity \*\***

**9.1** You can request a withdrawal up to a maximum of £50,000.00 in any one transaction (the minimum transaction is £100.00).

**9.2** This withdrawal can only be made to your nominated bank account. For example, an account held in your name within the UK banking system with a valid sort code and account number (you may only have one nominated bank account per account held with us here at the Society).

**9.3** Withdrawal requests will be made via Faster Payment to your nominated bank account.

**9.4** Withdrawal requests received **by 3.30pm** on a business banking day will be actioned on the same day. Withdrawal requests received **after 3.30pm** will be actioned on the next business banking day. Withdrawal requests received **over a weekend or on a bank holiday** will be actioned on the next business banking day.

**9.5** Once you have instructed us to make a withdrawal and your account has been debited, the instruction cannot be cancelled or amended.

**9.6** Withdrawal facilities are subject to any restrictions imposed by any specific terms and conditions relating to an account. Please also see Section 10 Withdrawals within our Savers General Terms and Conditions.

## **10. General Conditions**

**10.1** The Society accepts no responsibility for the content of any other site accessed through a hyperlink on our site or which link to our site.

**10.2** These online terms and conditions are governed by and shall be interpreted in accordance with the laws of England and Wales.

**10.3** We make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

**10.4** The information and content on our site is provided for general information only and is not intended to constitute advice.

## **11. Security Information**

Upon first registering with mybbs you will be asked to choose a password, after we have verified your identity, we will issue you with a User ID and Activation Key. You will only be able to access your account through mybbs once you have received these login details. These login details are thereafter referred to as your “**Security details**”.

**11.1** Once your registration details have been accepted by us, we will email you with your User ID and Activation Key. You **MUST NOT** disclose your Activation Key to anyone. If your Activation Key is not used within 28 days it will expire.

**11.2** On each occasion that you access mybbs you will be asked to supply your User ID, Password and Authentication Code, so that we can authenticate it is you accessing your account.

**11.3** Once registered for mybbs, you **MUST** always keep your security details secret. You **MUST NOT** share your security details with anyone else, including Society staff. It is your responsibility to take reasonable steps to ensure that your security details are kept secure.

**11.4** If you provide incorrect security information three times in a row your access to mybbs will be blocked and you **MUST** follow the instruction for “forgotten details” to re-enable your access to mybbs.

**11.5** If you think at any point that your security details may have been compromised you can email us at [info@bucksbs.co.uk](mailto:info@bucksbs.co.uk) or call us on 01494 879500 and we will then suspend access to your accounts through mybbs.

**11.6** Once you have advised us that your security details have been compromised you will not be liable for any action we take on your account which was not carried out or authorised by you unless you acted with gross negligence.

**11.7** In the event of a dispute as to whether you initiated an instruction or transaction you

agree to cooperate with us, the Police and our Insurers (if applicable) in any investigations.

**11.8** If any information on your account looks incorrect or suspicious in any way, you should immediately inform us by emailing us at [info@bucksbs.co.uk](mailto:info@bucksbs.co.uk) or by calling us on 01494 879500.

## **12. Our responsibility to you:**

**12.1** We will take reasonable care to ensure that information that we provide to you via mybbs is an accurate reflection of the information we hold about you. Where information we are providing is subject to restriction or is provided on a specific basis, we will advise you (such as at a specific date or time).

**12.2** We will take reasonable care to ensure that mybbs works as described, but we will not be responsible if you are unable to access mybbs due to external factors beyond our control, such as internet issues. You should regularly review your accounts held in mybbs to check it is working.

**12.3** We are responsible for losses you may suffer caused by the Society breaking these online terms and conditions unless the loss:

**12.3.1** Is unexpected and the loss was unforeseeable ie. it was not obvious it would happen (so in law the loss was unenforceable).

**12.3.2** Is caused by an event outside of our control, such as internet failure.

**12.3.3** Could have been avoided by you by taking reasonable action including reasonable instructions from us for usage.

## **13. We will not be responsible where:**

**13.1** Any loss or damage you encounter is a result of us terminating or restricting mybbs.

**13.2** You use mybbs outside of the UK and mybbs does not conform to any local law enforcement in the country in which you are residing at the time of accessing mybbs.

**13.3** We block your access to mybbs if you try to access mybbs in a country that is subject to sanctions.

#### **14. Data Protection and Confidentiality**

The Society recognises its responsibility to keep any data you provide to us confidential, for full details of how we use your information and your rights please see our Summary Privacy Notice on our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk). Our full Privacy Notice can also be found on our website or by contacting us at:

#### **Buckinghamshire Building Society**

**High Street**

**Chalfont St Giles**

**Buckinghamshire**

**HP8 4QB**

#### **15. Communication:**

You will need to maintain a valid email address and mobile or landline number to use the services provided on mybbs. If you change your email address and mobile or landline number you can update it within mybbs. Please note that we reserve the right to ask for any changes to personal data to be confirmed in writing.