

# Savings General Terms and Conditions

Including important  
information for savers



## How to contact us:

- At our branch located at High Street,  
Chalfont St Giles, Buckinghamshire HP8 4QB
- By phone on 01494 879500
- By email at [info@bucksbs.co.uk](mailto:info@bucksbs.co.uk)
- By looking at our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk)

## Our opening times are:

**Monday, Tuesday, Thursday and Friday 9.15am to 4.45pm**

**Wednesday 9.45am to 4.45pm**

**We are open on Saturday 9.15am to 12.00pm**

We are closed on Sundays and on all English bank holidays.  
See our website for other holiday periods, i.e. Christmas,  
New Year and Easter.

If you want to see your account balance online, you can do this through our website by clicking on the mybbs tab at the top of the screen. Once you have registered we will send your login details through the post (this is to combat online fraud).

# General Terms and Conditions

## 1. Introduction

- 1.1. These terms and conditions (referred to as the "Conditions") apply to all savings accounts with the Society, except if they are inconsistent with Product Specific conditions for particular accounts (in which case, those Product Specific conditions will apply). A Savings Account is an account that among other things is not generally used for the execution of day to day payment transactions to third parties.
- 1.2. In the Conditions:
  - "the Society", "we", "us" and "our" refer to Buckinghamshire Building Society;
  - "you" and "your" refer to holders of savings accounts;
  - "mybbs" means the system that allows you to access your Savings Account on-line;
  - "working day" means a day other than a Saturday, Sunday or bank holiday;
  - "Rules" means the rules of Buckinghamshire Building Society at the time.
  - "Nominated bank account" means the account to which the Society is able to transfer funds electronically.
- 1.3. We can change these Conditions and specific conditions applying to a product name or type at any time. A change that improves our service, is imposed by regulation or which otherwise does not disadvantage you, may be introduced with immediate effect. We will tell you about the change within 30 days of it taking effect, through a notice by mail, in the branch or on our website.
- 1.4. If we make a change that is to your disadvantage we will provide reasonable personal notice to you before the change takes effect. This will be at least 14 days, by letter or similar communication, but will have regard to the nature of the change.
- 1.5. If you do not accept a change under 1.4 you may, at any time before the change comes into effect, close or switch your account without having to pay any charge or lose any interest for doing this. Otherwise you will be deemed to have accepted the change. (This does not apply to product specific conditions for fixed term accounts).
- 1.6. If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes, and tell you where you can find a full copy.
- 1.7. Conditions 1.3 - 1.6 do not apply to interest rates – Please see condition 7.

## 2. Membership and Rights

- 2.1. If these Conditions apply to your account you will (except where the account is a Deposit account) be a member of the Society and therefore our Rules will apply. However, these Conditions, or any relevant Product Specific conditions for an account, will override the Rules in case of any inconsistency. A copy of the Rules is available on request from our Head Office.
- 2.2. If you have a deposit account (e.g. corporate or charity account), you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules.

- 2.3. Members with less than £100 in their account or under the age of 18 have the right only to receive information on request and do not have voting rights.
- 2.4. New members from 27th April 2000 are subject to the Society's Charitable Assignment Scheme.
- 2.5. The Charitable Assignment Scheme means that you agree with the Society and the Charities Aid Foundation (CAF) that you will assign to the CAF (or to any charity or charities nominated by it) the rights to any relevant conversion benefit (defined in 2.6). Your agreement is irrevocable and authorises the Society to give to the CAF any such benefits without further notice to you. You agree that neither the Society nor the CAF will release you from this agreement or vary its terms. You authorise the Society to pass to the CAF such information relating to you and your accounts with the Society as the CAF may reasonably require in connection with your agreement to assign. If the Society no longer exists following a merger with another Society the agreement will apply between you and the other Society.
- 2.6. "Relevant Conversion Benefits" mean any benefit which you might become entitled to receive as a shareholding member of the Society under the terms of any future transfer of the Society's business to a company (ie. on conversion or takeover), except the statutory right to have shares in the Society (including any balances on share accounts) converted into deposits with the Company.
- 2.7. The Rules set out the rights and obligations attaching to membership. While joint account holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at meetings) arising from the account.

## 3. Opening an account

- 3.1. Before you can open an account you will need to complete and sign an application form and invest at least the minimum amount for the type of account, usually by cheque.
- 3.2. We will need to confirm your identity and address before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from you or any relevant authority.
- 3.3. When opening an account with us we will ask you for your preferred bank account details and this will become your "nominated account". As such funds transferred electronically from your account held with us can only be sent to this account, this will remain your nominated account until you advise us in writing of any change.
- 3.4. Once you have opened an account, you have 14 days after the contract is entered into (or, 14 days from the day you receive on paper or electronically, these Conditions and other information relating to the account) to notify us in writing that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges. Please note that this Condition 3.4, and the option to change your mind, do not apply to fixed rate accounts (other than a fixed rate cash deposit ISA), or to accounts where the price

depends on rises outside of our control that may happen during the cancellation period. If you do not exercise your right to change your mind, you will continue to be bound by these Conditions and any Product Specific conditions that apply to the particular account.

- 3.5. We can refuse to open an account without giving a reason. Your contract does not start with us until the account has been opened.
- 3.6. 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, and will not be liable for failing to recognise any such interest or claim, except as required by law.

#### 4. Account details

- 4.1. The Society does not offer saving accounts to individuals or entities that are not resident in the UK. We do not open accounts for any individual or entity who has a foreign tax residency, even though they may also hold UK tax residence status.
- 4.2. The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
- 4.3. It is your responsibility to notify us of any change of address. If you move overseas and are no longer resident under HMRC residence rules you must inform the Society. Any savings account held with the Society at this time will need to be closed.
- 4.4. All notifications of change of name, telephone and email address must be in writing. You agree to produce evidence of any new name or address, if we ask to see it. You must send your passbook / passcard to us so that we can change the details. You agree to provide us with specimen signatures, if we ask for them.
- 4.5. If you lose your passbook / passcard and at or about the same time you notify us of a change of address, then we will not issue any cheques from the account payable to anyone other than you for a period of 14 days from the date we receive the notification. This is to protect you against possible fraud.
- 4.6. Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying in or withdrawing money.

#### 5. Minimum and maximum account balances

- 5.1. The minimum and maximum amounts that can be held in any particular account are set out in the Product Specific conditions for that account.
- 5.2. We can close the account if the amount in it falls below the minimum for that account. We will give you at least 30 days notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum. Instead of closing the account we may pay a reduced rate of interest. See the Product Specific conditions for details.
- 5.3. The overall maximum holding by any one person or organisation in respect of all savings accounts with the Society is £500,000. If the overall maximum holding has been reached, interest can still be added to the account.

#### 6. Paying money into your account

- 6.1. Unless Product Specific conditions for a particular account specify otherwise, you can generally pay money into your account at our branch, by bank transfer or post. However, for security reasons we do not recommend that cash is sent by post. Please see Condition 7.2 regarding when interest becomes payable.
- 6.2. If you arrange for money to be paid in by bank transfer it is your responsibility to make sure that all your account details are provided correctly. We do not allow payments to be sent to your account held with us from overseas banks.
- 6.3. For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.
- 6.4. You can pay money into your account by standing order (although you will need to set this up direct with your bank). We cannot accept payments by direct debit.
- 6.5. Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for.
- 6.6. If a cheque is returned to us we have a right to charge a fee. Please see our current charges in the "Important Information for Savers" at the back of this leaflet.
- 6.7. When paying money in by cash you will need to produce your passbook/ passcard or provide your account number.
- 6.8. You may make additional deposits into your account to the maximum permitted under the Product Specific conditions, whilst we accept deposits into that account type.
- 6.9. Money paid into your account by cash or electronic transfer will be available for withdrawal immediately after we receive it, subject to Condition 9. Please see Condition 10 regarding cheques.

#### 7. Interest

- 7.1. We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:
  - On our website;
  - In our leaflets;
  - By asking our staff at our office or by telephone; and
  - By looking at notices in our office
- 7.2. On our accounts we:
  - Calculate interest on a sum deposited in cash or electronic transfer from the day we receive it.
  - Calculate interest on a sum deposited by cheque from the day after the day we receive it.
  - Calculate interest on the balance of your account up to and including the day before you make the withdrawal.
  - Give you the choice of having the interest added to the account annually, paid into another account with us, or paid into your bank account, details of which you have supplied to us on your application form. However, this may vary depending on the type of account. You should check the Product Specific conditions detailed in the account leaflet for each account. Also, different periods may apply to cheques drawn on a bank or institution outside the United Kingdom.

- 7.3. We may change interest rates as set out below.
- 7.4. Subject to any Product Specific conditions that apply to particular accounts e.g. Tracker or Fixed Rate accounts we may change the rate of interest paid on your account at any time 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 that are expected to apply in the near future):
- To respond proportionately to changes in the Bank of England base rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
  - To respond to changes in the law or the decision of a court, ombudsman or regulator;
  - To meet relevant regulatory requirements;
  - To reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
  - To respond proportionately to changes to our costs, including administration costs and costs of providing services or facilities;
  - To maintain our financial strength for the benefit of all our members.
- 7.5. Changes may include the introduction or alteration of "bands" under which:
- Interest is not paid where the amount in the account is below a certain level; and/or
  - Different rates apply depending on the amount in the account.
- 7.6. We will put notifications of interest rate changes in our branch and also on our website. We will give you prior notification by letter or secure message of any downward rate change. If the change is material then:
- The notification will be provided at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification, during which you may close or switch your account without having to give any period of notice or having to lose any interest or pay additional charges;
  - For this purpose a change is material if your account has a balance of £100 or more at the time the decision is taken to change the interest rate.
- 7.7. Where a notice of interest rate change for an introductory rate, or expiry of fixed term, is provided more than 14 days before the change, we will provide a reminder to you within a period beginning 14 days before the relevant change takes effect and ending on the day before it does so. The medium this is provided in, will take account of any customer preferences.
- 7.8. If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 7.9. If the change is not material, or we are increasing the rate, we will make the change immediately and make the information available as soon as reasonably possible in one or more of the following ways:
- Notice in the branch;
  - Information on our website;
  - Via a recorded telephone message.

## 8. Account charges

- 8.1. We may make charges for items relating to your account. Details of any charges are contained in the Important Information pages at the back of this leaflet. You can also find them on our website or by enquiring at our branch. We do not make any charges relating to the day to day running of your account.
- 8.2. Where charges do not relate to 8.1 we will tell you before we provide the product or service, or at any other time you ask.
- 8.3. Charges incurred will be debited to your account. We will notify you before we do this.
- 8.4. We can change the charges we make at any time 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 that are expected to apply in the near future):
- To reflect changes to our costs including our administrative costs;
  - To respond to changes in the law or the decisions of a court or ombudsman;
  - To meet relevant regulatory requirements;
  - To reflect new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 8.5. We can also change the charges we make for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 8.6. If we change or introduce a charge for the day to day running of your account which is to your disadvantage, we will personally notify you at least 14 days prior to the change.
- 8.7. Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 8.8. If we give you notice of a change in the charges we make under Condition 8.5 then we will tell you that this is the case and, at any time up to the date the change comes into effect, you have the right to switch the account or close it without having to lose any interest or pay any additional charges.
- 8.9. If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 8.10. There may be other taxes or costs that are not paid through us or charged by us.

## 9. Withdrawals

- 9.1. Withdrawals of cleared funds may be made during our normal business hours on working days, subject to the Product Specific conditions for each account that we reasonably impose. The current limits are: £500 per day or £3,000 with 3 working days notice including Saturdays.
- 9.2. No withdrawal will be allowed unless you produce the passbook/passcard at the time of withdrawal.
- 9.3. We may refuse to allow a withdrawal if you do not give the proper written authority for it, in accordance with the mandate you have given us. A signed withdrawal form will be required in order to make a withdrawal.

- 9.4. We can restrict at any time the amount which can be withdrawn from any account. We will only do this if:
- We reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
  - We are required to do so by any law, regulation or court order; including, but not limited to:
    - The child support agency 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);
    - If we receive a bankruptcy notice from the Insolvency services instructing us to freeze your account, we will not be able to allow any withdrawals without the permission of the Insolvency services - see 11.2. This will apply to all accounts held by you and those which you are party to;
    - In order to help recover tax and tax credit debts owed by customers, HMRC can ask us to take certain actions. This is possible under powers in the Finance (No 2) Act 2015, under the title of "Enforcement by deduction from accounts". The use of these powers is referred to by the Government as Direct Recovery of Debts (DRD). Further details can be found at [www.gov.uk/government/publications/issue-briefing-direct-recovery-of-debts](http://www.gov.uk/government/publications/issue-briefing-direct-recovery-of-debts).
  - There is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
  - 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); or
  - 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). In the case of d) and e) above:
    - We will act proportionately to the circumstances in question;
    - We will take all reasonable steps to ensure that the restrictions are lifted as soon as practicable and to minimise the inconvenience to you;
    - We will take into account the membership as a whole;
    - We will, if practicable, give advance notice; and
    - We may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.
- Where the restrictions on withdrawals affect accounts generally, we will announce the restriction by notices on our website and in our branch. If the restriction affects your account only, we will write to you to notify you. You may contact us to discuss any restriction.
- 9.5. If a withdrawal is made by a cheque in favour of someone other than you, we will not stop payment of the cheque unless we have the third party's consent or have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.
- 9.6. Please also note that we do not permit withdrawals to be made by direct debit or standing order and we do not allow funds to be transferred to a bank outside of the UK.
- 9.7. Requests for withdrawals by electronic transfers, including CHAPS, will be carried out the same day if we receive your instructions before 2.30pm. Requests received after 2.30pm will be carried out the following working day.
- 9.8. Electronic transfers may be sent by Faster Payments, BACS 3 day payment or CHAPS. The maximum amount we will send by Faster Payments is £100,000. A fee of £25 is payable for all CHAPS transfers.
- 9.9. Electronic payments can only be made to your nominated bank account in your own name.
- 9.10. A faster payment cannot be cancelled once the instruction has been given to us.
- 9.11. We will meet the industry good practice guidelines if you ask for your ISA to be transferred to another provider.
- 9.12. 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 the account, including a disagreement or dispute between account holders (in these circumstances we will freeze the account). We will explain the situation as soon as is legally possible. We will unfreeze the account once we have investigated the circumstances and satisfied ourselves that there is no fraudulent or illegal activity and that there are no circumstances that should prevent withdrawals;
  - You have failed to produce your passbook or suitable identification upon request;
  - The terms of your account don't allow withdrawals (e.g. fixed term accounts).

## 10. Uncleared funds

- 10.1. Subject to any conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque 6 working days after it has been deposited with us, provided we have not received notice that it has not been cleared, for example: If your cheque is paid in on Monday, the cheque will be cleared on Tuesday the following week (excepting bank holidays) and you can withdraw the money.
- 10.2. Interest will be paid on the cheque on the day after the day it is paid in. In the example in 10.1 this would mean interest will begin to accrue on Tuesday. If the cheque is not cleared then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:
  - You agree otherwise;
  - You are knowingly a party to a fraud in respect of the cheque; or
  - The money is reclaimed from your account before close of business on the sixth day after it was deposited with us. If a cheque that is deposited by you is not cleared, we will tell you about this in writing.
- 10.3. For the purpose of condition 10.1, the day of deposit of the cheque is the day after the day it is paid in at our branch counter or we receive it by post.

## 11. Closing your account

- 11.1. You may close your account at any time, subject to any Product Specific conditions that apply to particular accounts and to normal administration requirements.
- 11.2. We may close all (or part of) your account at any time without giving any reason, after giving you 30 days notice. This includes closures and mergers of products. Where closure happens as a result of this we will adhere to the procedure set out in 7.6. We do not need to give notice in exceptional circumstances.
- We will not use this right to repay a fixed term account before the end of a fixed term;
  - We will not close your account, or threaten to do so, as a response to a valid complaint that you have made.
- The exceptional circumstances mentioned above are:
- You have deliberately given us any false information in relation to your account;
  - Suspected fraud or other illegal activity;
  - You were not entitled to open the account;
  - You do not comply with any of your obligations under these General Terms and Conditions, and do not put this right within a reasonable time of our asking you to do so;
  - You threaten or are abusive towards our staff;
  - The contract between us is void or unenforceable at law; or
  - We have a legal obligation to close the account, such as in the instance where we receive an instruction from a receiver in bankruptcy.
- 11.3. If we close the account, we will pay interest at the agreed rate up to the day before the date of closure. We may make repayment by sending you a cheque or an electronic transfer to your nominated account.
- 11.4. If we close the account in full and make repayment to you, then you will have no further right or interest in the account.

## 12. Taxes

Interest is paid gross on all savings accounts. From 6th April 2016, Personal Savings Allowances are:

- Basic rate taxpayers can earn up to £1,000 interest on savings tax free;
- Higher rate taxpayers can earn up to £500 interest on savings tax free;
- Additional rate taxpayers will pay tax on all savings interest earned;

Because we do not deduct tax from the interest you earn on your savings account, it is your responsibility to declare any interest you earn over your personal savings allowance directly to HMRC. Customers with savings interest above the Personal Savings Allowance will have any tax due collected directly by HMRC through a change to their tax code.

Further information can be found at <https://www.gov.uk/government/publications/personal-savings-allowance-factsheet>.

## 13. Joint accounts and trusts

Unless the Product Specific conditions for a particular account specify otherwise, accounts can be opened in the names of two or more people. Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than one name. These are set out below.

- 13.1. If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to vote at meetings). This is subject to any rights given to other holders by any legislation.
- 13.2. You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.
- 13.3. Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the other surviving holder(s) as having ownership of the account. We do not accept accounts on any other basis. The terms of the account will remain unchanged.
- 13.4. Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any of the account holder(s) can withdraw all of the money in the account.
- 13.5. Any authorisation given under Condition 13.4 can be stopped by any account holder. However we will need 5 days notice to put this into effect.
- 13.6. If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 13.4.
- 13.7. If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account will be permitted on one signature.
- 13.8. We may (in accordance with Condition 9.12) freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.
- 13.9. Any correspondence relating to the account will be sent to the address of the first named account holder unless you instruct us otherwise.
- 13.10. The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.

13.11. We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law. Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy of this is available on request.

## 14. Transfers

Unless the Product Specific conditions for a particular account say otherwise, you may ask us to transfer your account to another person. We do not have to agree to this and if we do agree, it may be subject to conditions and/or payment of a charge.

## 15. Dormant accounts / unclaimed balances

- 15.1. If you have had no transactions on your account for 5 years, we may ask you to provide additional information to reactivate your account.
- 15.2. 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 of one or more charities in accordance with Section 2 of that Act.
- 15.3. In either of the situations in 15.1 or 15.2 you will retain your membership rights and the monies will remain yours (or if you die, part of your estate). If you contact us at a later date, we will (subject to you providing satisfactory proof as to your identity) either open a new account for you or 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.
- 15.4. If you think you have a lost or dormant savings account, we can check this for you free of charge. Contact us with as much information as possible including any other names e.g. maiden name. We will write to you to let you know if we have been able to locate the account and what to do next. You can also trace a dormant account or unclaimed assets by visiting [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk), which is a free service provided by the BSA, (where you can obtain a free claim form) the BBA and NS&I.
- 15.5. The Society will adhere to the the Guardianship (Missing Persons) Act 2017 – Code of Practice.

## 16. Account Passbook / documents

- 16.1. We may issue you with a passbook/ document relating to your account. If we do:
- The document will belong to us;
  - You agree to return it to us for updating, or for any other purpose we reasonably require;
  - You agree to keep it safe, and to tell us as soon as you discover it has been lost or stolen; and
  - The document must be produced to us before any withdrawal from the account is made.
- 16.2. We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/ or other conditions. These conditions may include:
- Providing us with reasonable evidence of the loss or theft;

- Notifying, and co-operating with, the police;
- Restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- Signing any form of indemnity that we may reasonably require.

- 16.3. If you advise us that you believe a fraud has taken place on your account we will investigate and reimburse you where applicable within 24 hours of receiving your notification (this does not include non business days)
- 16.4. You will be liable for the amount of all withdrawals if you have acted fraudulently or you have, intentionally or with gross negligence, failed to take all reasonable steps to keep your account document safe. However, you will not be liable for any withdrawals after you have told us of the loss, theft or unauthorised use of your account document, unless you have acted fraudulently.
- 16.5. The passbook/document serves as a record of transactions. You should check your account documents regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible, so that we can resolve the matter. For most accounts, access to your transaction history can be made online at mybbs. In the case of an electronic payment, if you do not notify us within 13 months after the date of the entry, we will not be obliged to correct the error.

## 17. Notices

- 17.1. You will be taken to have received any letter or e-mail or other personal notice 48 hours after we have sent it to you. The deemed date of receipt will be the date when any notice period starts.
- 17.2. If we, accidentally, fail to:
- Send to you a communication intended for our savers generally or a category of savers of which you are one; or
  - display a notice at our office

This will not make the notice invalid.

- 17.3. If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

## 18. Mistakes, delays and liability for losses

- 18.1. We will not be liable to you if we are unable to provide any service in connection with your account because of strikes, power failures, terrorism, computer system failure or other causes beyond our reasonable control.
- 18.2. If we fail to carry out a payment transaction for you correctly in accordance with these conditions, then we will be liable to you as set out in condition 18.4 unless:
- You did not give us the correct payment details. It is your responsibility to make sure that they are correct. We will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this; or
  - You fail to notify us when you become aware of the mistake or failure without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to be carried out.



- 18.3. We will not be liable to you if we can show that the payee's bank account or building society received the correct payment.
- 18.4. Subject to other provision of these conditions we will be liable for losses due to a delay or error in us carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:
- The amount of such payment;
  - The amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such a delay or error.
- 18.5. We will not have any liability to you under 18.4 if any of the conditions mentioned on conditions 18.1 - 18.3 caused the delay or error.
- 18.6. If monies are received into your account erroneously and we are unable to obtain your authority to return the funds to the payee we will supply minimum contact details to the payee's bank in order for them to contact you to arrange reimbursement.

## 19. Set Off

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 within 14 days if we do this. No interest will be earned on money used in this way.

## 20. Online Service

You may register to view your account details online. Full details are available on our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk) under the tab mybbs. We will endeavour to have the mybbs website available 24 hours per day.

However we cannot accept responsibility for any losses or inconvenience caused if the service is unavailable at any time. We cannot warrant that this website is free of technical defects or viruses of any description and will not be responsible for any technical problems arising from use of the mybbs site. Additional Terms & Conditions apply to Online Services; please see the website for details.

## 21. Advice

The Society is not authorised to give advice on savings products. We can give you information so that you may make an informed choice as to the most suitable product to meet your needs.

## 22. Data Protection and Confidentiality

We comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR). Any information provided by you may be held and processed by Buckinghamshire Building Society and may be shared with 3rd parties to protect both ourselves and our customers against fraud, to satisfy Codes of Practice and compliance related issues that may arise from time to time.

Under Data Protection Laws you are entitled to know what information is held about you and to ask for any inaccurate details to be amended. You also have a right of access to your personal records and may be entitled to ask for your data to be deleted or restrict processing of your data. If you require further information about your Data rights please ask for a copy of our leaflet entitled "Your Data Protection Rights" or contact the Data Protection Officer (DPO) at Buckinghamshire Building Society, High Street, Chalfont St Giles, Bucks, HP8 4QB or [dpo@bucksbs.co.uk](mailto:dpo@bucksbs.co.uk).

We process data lawfully and ensure that it is kept secure and confidential. We ask you to help us keep data accurate and up to date.

- 22.1. We may disclose personal information:
- Where required by law or public duty;
  - With your consent;
  - If it is in our legitimate interests;
  - Our interests require us to give the information (for example, to prevent fraud). We will not use this as a reason for giving information for marketing purposes.
  - To regulatory authorities, HMRC (who may forward to relevant international tax authorities), auditors, any other body having a legal right to the information;
  - To anyone you appoint to administer or operate your account; and
  - You request us to disclose it, or we have your permission to do so.
- 22.2. We may also disclose personal information to other third party processors where necessary controls are in place, for example to, distribute statements and rate change notices, resolve IT issues, develop and test new software.
- 22.3. We will tell you before we record any telephone conversations and will tell you the reason for recording.
- 22.4. Under Data Protection Laws you have the right to know what information is held about you. Data will be kept while you are a customer and will be held for six years after the relationship with us as a customer has ceased.
- 22.5. The Society is committed to protecting your privacy and keeping your personal information secure. When you complete an application form, you are authorising the Society to collect your personal information to process and operate your account(s). The Society does not share your data with any other organisation for marketing or promotional purposes.
- Our privacy notice is available on our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk) or from our Head Office.
- 22.6. Information may be disclosed to the Society's Internal or External Auditors and any other firms used by the Society in the future in a similar capacity.
- 22.7. In accordance with the Data Protection Laws, you are advised that information provided by you may be held by the Society in its computer and paper records and retained for a period of 6 years after the account is closed and you cease to have a relationship with us.

## 23. Law

These Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

## 24. Language

All communications between you and us will be in English.

## Important Information for Savers

### Contacting the Society

You can contact us by:

- Visiting our branch at High Street, Chalfont St Giles, Buckinghamshire, HP8 4QB
- Telephoning us on 01494 879500
- Visiting our website [www.bucksbs.co.uk](http://www.bucksbs.co.uk)
- E-mailing us at [info@bucksbs.co.uk](mailto:info@bucksbs.co.uk)

### Identification requirements

To combat money laundering and other criminal activity, the Society in line with the Government, law enforcement agencies and all those involved in financial services are obliged to prove the identity of all account holders. We use an electronic verification system to prove your identity. In addition the Society requires a copy of your signature. This is usually achieved by sending a copy of your driving licence or passport to us with your application. By completing an application form you are agreeing to be electronically verified. The information you give us when you apply is checked against records held by credit reference agencies. Such searches are not seen by lenders or used to assess your ability to obtain credit. Electronic identification is a safe and accurate way of confirming your identity. Please be aware that electronic identification does not apply to minors (under 18). Unfortunately it is not always possible to identify a person electronically. This is usually because there is insufficient quality of data held centrally to provide us with the level of assurance we require. The following lists A & B are examples of suitable documentation which you can use to confirm your identity and home address.

#### Requirements for opening an account:

1 item from List A (photographic identity), and 1 item from List B.

#### A) Government issued document which incorporates:

Full name, either residential address or date of birth such as:

- Current, valid, full passport
- Current, valid, full photo card driving licence
- National identity card (non-UK nationals)
- Identity card issued for voters in Northern Ireland
- Valid old style full driving licence.

#### B) Proof of address:

Full name and residential address, such as:

- Recent evidence of entitlement to a state or local authority-funded benefit

- Recent Instrument of a court appointment
- Current council tax demand letter or statement
- Current bank statements
- Recent utility bills (if printed from the internet, must include your name and address).

A photocard driving licence can be used for either list A or list B, not both.

We accept photocopies of these documents so please do not send valuable documents, such as your driving licence or passport, through the post, as they may be intercepted or go missing.

If you already have an account with the Society, and the details we have about you have not changed, then we may not need to check your name and/ or address. We reserve the right to carry out any further checks on your identity if we need to do so in order to comply with our legal obligations. You will need to let us have additional evidence if you change your address see Section 4.3 for further information. If you have any queries on identification, please call 01494 879500.

If you are opening an account as a company or other organisation, you will need to provide organisational identification as well as being personally identified. Please see our leaflet "Identification required for opening savings accounts," which contains more information.

### Marketing of services

To help you keep up to date with our products and services, we may tell you about these. Should you not wish to receive this information you can let us know at any time. Our account application forms have a box that you can tick to say whether you want to receive this information. We will not release your details to a third party.

### Complaints

We always try to provide a first-class service. Occasionally, however, things can go wrong. If they do, we will try to put them right. If you have a complaint you should ask our staff or call us for a copy of our Internal Complaints Procedure, which is also available on our website. A complaint can be made either verbally, in writing or by e-mail (there is a direct link on our website). Letters should be addressed to the Complaints Officer. If we do not deal with your complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. Details of this service are also available on request. Any complaints received from persons with a "protected characteristic" as defined in the Equality Act 2010 will be handled considerately.

## Financial Services Compensation Scheme

The Society is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this Scheme if we cannot meet our obligations.

Payments under the Scheme are limited to a maximum of £85,000 of a saver's total shares and/or deposits with the Society. Most savers are covered, including individuals and firms. For joint accounts each account holder is treated as having a claim in respect of their share up to the maximum £85,000 (making a total of £170,000). The £85,000 limit relates to the combined amount in all accounts with the Society and not to each separate account. A number of categories of shares and deposits are not covered. Further details are available on request from the Society, on our website or from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call 0207 741 4100 or 0800 678 1100. Lines are open Monday to Friday 8.30 to 5.30 excluding public holidays.

## Branch Closure

If we plan to close or move your branch, we will tell you at least twelve weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

## What you can do to protect your account and personal details.

### You can help prevent misuse of your account by:

- Taking care of your passbook/passcard and other account information and letting us know as soon as possible if your passbook/passcard is lost or stolen by calling 01494 879500;

- Letting us know as soon as possible of any change in your name, address, telephone or email; or if you do not receive any information that you were expecting to receive from us;
- Checking your account passbook/passcard regularly;
- Taking care when getting rid of information about your account (people who commit fraud use many methods such as "bin raiding" to get this type of information – you should take simple steps such as shredding printed material);
- Co-operating with us (or the police) in investigating transactions; and
- Never giving your account details or security information to anyone unless you know who they are and why they need them, and never reveal any online passwords. Please also see condition 16 in the General Terms and Conditions.

Cheques made payable to the Society must also include details of the account holder(s) or the account number (for example, Buckinghamshire Building Society, account J Smith), otherwise we will not accept them for payment into an account. This is to protect against fraud. Electronic payments need to include the following details. The payment may be returned if all of these details are not included in the transfer.

Sort Code: 20-01-72. Account no: 20224448.  
Reference: Quote the 10 digit account number in your passbook/passcard. Do not include any dashes or spaces. Add your name in the Reference section after your BBS account number.

## Current Charges

Unpaid cheque.....	£12.50
CHAPS transfer fee .....	£25.00
Stopping a Society cheque .....	£15.00
Lost passbook / passcard.....	£10.00
Cash deposits into Company accounts .....	50p per £100
Cheque deposits into Company accounts .....	50p per cheque over 10 per month

**Buckinghamshire Building Society is a member of:**

**The Building Societies Association  
The Financial Services Compensation Scheme  
The Banking Standards Board**

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration number 206022.

For more information visit our website: **[www.bucksbs.co.uk](http://www.bucksbs.co.uk)**

Or call us on: **01494 879500**

Buckinghamshire Building Society  
High Street, Chalfont St Giles, Buckinghamshire HP8 4QB



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

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