



Savings Terms and Conditions

Effective from 12th October 2020

dudley
your Building Society

INTRODUCTION

This document contains the general terms and conditions (also referred to as the Savings Terms and Conditions) which, along with the application declarations and the relevant Specific Conditions, is the legal agreement between you and Dudley Building Society for your Account. You will find the Specific Conditions set out in the Product Guides which are available at your local branch, on Our Website or by contacting the Customer Services Team on 01384 231414.

These, along with the List of Charges, are important and you should read them carefully to be clear about how your Account operates.

SAVINGS TERMS AND CONDITIONS

Where there is a conflict between these Savings Terms and Conditions and the product Specific Conditions, the Specific Conditions will prevail.

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1.0 DEFINITIONS

"Account"	the Account you hold with Dudley Building Society as detailed in these Terms and Conditions and the accompanying Specific Conditions.
"Account Holder"	the person(s) in whose name the account is held. In the case of joint account holders, it means either one or both of You, depending on the circumstances.
"Automated Payment"	any Automated Payment into and out of your Account which includes BACS, CHAPS, Faster Payment or standing orders. Not all Automated Payments are available on all Accounts. The Product Guide will provide more information.
"Application Form"	the Application Form you complete (which may be in paper or electronic form as applicable) when you open an Account.
"BACS"	a particular way of electronically transferring funds from one Account to another external Account.
"Branch"	any branch of the Society.
"Business Day"	any day except Saturdays, Sundays, and English Bank Holidays.
"CHAPS"	stands for Clearing House Automated Payment System and is the process for making an electronic bank-to-bank, same day sterling payment within the United Kingdom.
"Closing Date"	the Closing Date for a product offer as detailed in the relevant Specific Conditions, or earlier if fully subscribed.
"Cut-Off Time"	the time on any Business Day by which we need to receive your instructions and authorisation to undertake a payment if we are going to start processing it that Business Day. The Cut-Off Time for BACS or Faster Payments is 5pm and for CHAPS payments the cut-off is 4.30pm.
"Faster Payment"	a particular type of Automated Payment settled electronically within 1 Business Day of receiving the instruction.
"Interest"	the contractual rate of interest payable.
"ISA"	Individual Savings Account.
"JISA"	Junior Individual Savings Account.
"Material"	a change to a rate of Interest will always be considered Material except where the balance of the Account is less than £100 at the time when the Society would provide the notice.
"Maturity Date"	the date on which an Account matures, as detailed in the Specific Conditions.
"Nominated Account"	the Account held in your name with another UK bank or building society which you have nominated to receive payments under these Conditions. The Account must be held under the address we have registered for you.
"Non-online Account"	an Account which can be opened and operated via the Branch, post or telephone only. The Product Guide will state if this is the case.
"Online Account"	an Account which can be opened and operated online only. The Product Guide will state if this is the case.

"Online Service"	an online portal which allows you to operate your Online Account(s). The Online Service includes functionality to update certain personal details, send and receive secure messages and initiate Payment Transactions. Customers with Non-online Accounts will only be able to view Accounts.
"Our Website"	www.dudleybuildingsociety.co.uk or such other website as we maintain as our main website at any time.
"Passbook"	the Account document provided for Non-online Accounts to log any transactions on Your Account.
"Payment Transaction"	any transaction by which: <ul style="list-style-type: none"> • money is paid into an Account • money is withdrawn from an Account, or • money is being withdrawn from an Account, or • money is being transferred to or from an Account
"Product Guide"	the document, whether in leaflet or electronic form, setting out the particular information (including the Specific Conditions) for the particular product that applies to your Account.
"Reference Rate"	any Interest rate set externally from the Society (for example the Bank of England Base Rate).
"Security Details"	any security or other identification information (such as a password and/or user name) required in order to operate your account through our Online Service.
"Specific Conditions"	those particular terms and conditions for your Account as set out in the relevant Product Guide.
"we/our/us/Society"	Dudley Building Society.
"you/your"	the Account Holder in whose name(s) the Account is held.

2.0 MEMBERSHIP

- 2.1 Unless the Specific Conditions state otherwise or you are not eligible for membership, your Account will be a “share Account” and you will be a member of Dudley Building Society, therefore our Rules will apply. However, these Conditions and any Specific Conditions will override the Rules in the case of any inconsistency. A copy of the Rules is available on Our Website, on request from the Customer Services Team on 01384 231414 or from any of Our Branches.
- 2.2 If your Account is not a share Account you will have a “deposit Account” and you will not be a member of the Society by virtue of that Account. You are, however, bound by some of the Rules, namely Rule 4(4) to (7), Rule 5, Rule 6(1) to (3), Rule 8(4) and (5), Rule 12(5) and Rule 45. These Rules apply to deposit Account Holders (as if they were shareholding members), except to the extent that they are inconsistent with these Conditions.
- 2.3 Our Rules set out the rights and obligations attached to membership. Although all joint Account Holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at annual general meetings) arising from the Account. Please see the Rules for more details.
- 2.4 If you had a share Account with the Society on 31 May 2001 and have kept a share Account ever since that date, or if you have a mortgage with the Society at today's date, Conditions 2.5 – 2.7 below will not apply.
- 2.5 By applying to open a share Account on or after 1 June 2001, you agree with the Society and the Charities Aid Foundation (“the CAF”) that you will assign to the CAF (or to any charity(ies) nominated by it or by the Society under the provisions of a deed dated 31 May 2001 between the Society and the CAF, in which case references to the CAF shall include references to any other charity(ies) but to no other person) the rights to any relevant conversion benefits (defined below). This obligation will not apply to you if you fall within any class of persons, which, as at today's date, the Society wishes to be excluded from such obligation. This agreement is irrevocable and authorises the Society to transfer to the CAF any such benefits without further notice to you. You understand that neither the Society nor the CAF will release you from this agreement or vary its terms and you will continue to be bound by the above condition even if the Society decides at some time in the future (and announces any such decision by press release or otherwise) that it is no longer in the best interests of the Society to continue with the above assignment condition generally in respect of new members.
- 2.6 “Relevant conversion benefits” means any benefits to which you might become entitled as a shareholding member of the Society under the terms of any future transfer of the Society's business to a company (i.e. on a conversion or takeover) which is completed at any time within the seven years immediately following the date on which your share Account is opened (or, if applicable, the shorter period as set out in the list available from the Society's Secretary). “Relevant conversion benefits” does not include the statutory right to have shares in the Society (including any balances on share Accounts) converted into deposits with the company on a conversion or takeover.
- 2.7 If the Society merges with any other Society, after the date of such merger the “Society” includes such other Society. A list of the classes of persons which the Society currently wishes to be excluded from the obligation to assign or in respect of which shorter period applies (which list may change from time to time but not with retrospective effect) is available on request from the Society's Secretary at its Principal Office.

3.0 OPENING AN ACCOUNT

- 3.1 If the Account, you wish to open is an Online Account please follow the process specified in the relevant Product Guide or on Our Website.
- 3.2 If the Account you wish to open is a Non-online Account, an Application Form will need to be completed in full prior to opening a new Account (subject to Condition 3.3). The completed form and your initial deposit should be:
- presented to your local Branch; or
 - posted to the Customer Services Team at our Principal Office.
- 3.3 Some Accounts can be opened by telephone (if the Product Guide provides for this). We may open the Account on the telephone once we are satisfied but you will need to complete the relevant Application Form as set out in Condition 3.2 and provide us with any other required documents or information we specify at the time. If you do not provide this within 30 days the Account will be closed and the funds returned as set out in Condition 3.6. In no circumstances will an Account be opened where the requirements in Condition 3.4 have not been met.
- 3.4 Whenever you commence a business relationship with us, we are required by law to check your identity and to verify your address. We may do this electronically, using an appropriate external agency, or ask for documentary evidence. We will check your identity and residency at the time you submit your application and may conduct further due diligence checks at any time during your business relationship with us. We reserve the right to delay or decline the processing of your application or instructions and restrict the functionality of your Account until we have received satisfactory evidence of identity.
- 3.5 Please refer to the separate list which details acceptable forms of identification and is available online at Our Website, at any Branch or by contacting the Customer Services Team on 01384 231414.
- 3.6 If you send us funds to open your Account before we have successfully completed our verification of your identity and residency, we may accept the funds (and bank any cheque) but will not credit the proceeds to your new Account immediately. Once your identity/residency has been verified, the funds will then be applied to your Account and the interest will be earned from the date your deposit qualified to earn interest. If we cannot verify your identity within 30 days we will, subject to compliance with any legal or regulatory requirements, return the funds in the form received (without interest) to the originating source and we will not change this under any circumstances.
- 3.7 The same verification process in Condition 3.4 will be applied to any person who is named (whether in the original Application Form or through subsequent notice to us) as someone with authority to operate the Account or to any registered beneficiary of the Account.
- 3.8 We will only open new Accounts for residents of the United Kingdom with a registered UK address. If you open an Account with us and later move outside of the United Kingdom you will be unable to keep your Account(s) open. This excludes ISA and JISA's.
- 3.9 All funds deposited must belong to you or to the registered beneficiary named in the relevant section of the Application Form on whose behalf you are acting.

- 3.10 We reserve the right to reject any application to open an account at our discretion.
- 3.11 If, having opened your Account, you are not happy about the choice of account, let us know within 14 days of opening the Account. If you decide to exercise this right, your request must be made in writing and submitted to any Branch, or by contacting the Customer Services Team, Dudley Building Society, Principal Office, 7 Harbour Buildings, The Waterfront Brierley Hill, DY5 1LN. If you have registered for our Online Service, you can do this by logging in and sending us a secure message through our Online Service. If you notify us within 14 days of opening the Account, we will help you to switch to another of our Accounts or return your money together with any Interest it has earned and we will not apply any minimum notice period or extra charges.

Please note: This right of cancellation does not apply to (i) fixed Interest rate Accounts (other than to a Fixed Rate Cash ISA) or to (ii) any other Accounts where the price depends on rises and falls in the financial markets (which are outside our control) that may occur during the cancellation period (the relevant Product Guide will specify if an Account falls under (ii)).

- 3.12 For ISAs, any subscription cancelled in accordance with Condition 3.11 will not count as a subscription to an ISA during the current tax year.
- 3.13 If you register for our Online Service, you will have to set up Security Details. Please see Condition 5 for more information.
- 3.14 You will have to specify the Nominated Account into which withdrawals may be made on the Application Form. You may change this Nominated Account at any time but this may result in not being able to transfer funds out for a period of time. For Online Accounts, you may change the Nominated Account via the Online Service. For Non-online Accounts, you may change the Nominated Account via post or by visiting a Branch.
- 3.15 You will advise Dudley Building Society within 30 days of any change in circumstances which affects your tax residency status or causes the information contained within your application to become incorrect. You will provide Dudley Building Society with a suitably updated self-certification and declaration within 30 days of such change in circumstances.

4.0 ACCOUNT DETAILS – NON ONLINE ACCOUNTS

Condition 4 does not apply to an Online Account.

- 4.1 The address that you provide on the Application Form for the Account will be the registered address for you, and will remain so until it is changed in our records.
- 4.2 To help us keep your information up to date and to help protect your Account, please make sure you let us know as soon as possible if you change your name, address, telephone / mobile number, or email address.
- 4.3 All notifications must be made in writing or, if visiting a Branch, you may be asked to complete administration forms.
- 4.4 You agree to produce evidence of any new name, address and contact details if we ask to see it. If your Account has a Passbook, you must send or produce it to us so that we can note the change of details.

- 4.5 You agree to provide us with specimen signatures if we ask for them.
- 4.6 Your Account will have a unique roll reference number. Please quote this in all correspondence and Automated Payments you send to us. Failure to quote your roll reference number will result in payment being returned.
- 4.7 Your Non-online Account allows you to give us instructions to carry out Payment Transactions. You may operate your Non- online Account at one of our Branches or by post. You may pay in or withdraw cash at any of our Branches.

5.0 OUR ONLINE SERVICE

Conditions 5.1 to 5.3 apply only to Online Accounts

- 5.1 You can contact us by logging into your Account online and sending us a secure message through our Online Service, or by calling us on 01384 231414. You should take all appropriate steps to ensure that only Account Holders can access your emails, secure messages and other online information we send each other.
- 5.2 You must update your details using the Online Service as soon as possible if your address, telephone number(s), email address or other relevant details change. We may ask you to provide evidence of any change prior to it taking effect. If you wish to change your name please note that this cannot be completed using the Online Service. Details of how to complete this process can be obtained by contacting us; we will require evidence of any name change.
- 5.3 Please note if you have an Online Account you may not use our Branches to transact against it.

Conditions 5.4 to 5.11 apply to you if you use our Online Service

- 5.4 We will assume that emails have been received by you unless we receive any automatic "bounce-back" which indicates that an address is no longer in use. In addition, we will assume that all information uploaded on to our Online Service has been seen by you.
- 5.5 You will be required to set up personal Security Details if you use our Online Service. We may from time to time request that you set up new Security Details to ensure your Account continues to operate securely.
- 5.6 You must not reveal to anyone your Security Details or allow anyone else to use them to access your Account. We will never call you and ask for your Security Details, or ask you to disclose your password in full to us. If you suspect someone is trying to obtain your Security Details, you must contact us as soon as possible by telephoning us on 01384 231414 or by email to notifyus@dudleybuildingsociety.co.uk.
- 5.7 You must ensure that your Security Details are not stored in any form that allows access to your Account. In particular you should:
- keep your PC secure;
 - maintain up to date anti-virus and other software and firewalls;
 - treat emails you receive with caution and be wary of any emails which ask you for your Security Details.

- 5.8 We may contact you to confirm your instructions if we consider this is appropriate in the circumstances. If we do we will never ask you to reveal your full Security Details.
- 5.9 You must tell us immediately if:
- you believe someone other than you knows your Security Details; you suspect that someone other than an Account Holder is attempting to access your Account; and/or
 - you think that your Security Details have been kept in any form which may allow others to access your Account, in which case you should also immediately arrange for the details or the software holding the information to be deleted.
- 5.10 In certain circumstances, you may be denied access to your Account or permission to make payments, for example if:
- (a) we reasonably believe that there may be fraudulent activity or any other financial crime affecting the Account;
 - (b) we are required to do so by any law, regulation, HM Revenue and Customs (HMRC) or court order;
 - (c) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the Account;
 - (d) our systems and services are unavailable or down or there is limited functionality in relation to those systems or services;
 - (e) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of a terrorist threat, computer systems failure or strikes); or
 - (f) circumstances exist which lead us to reasonably believe our financial stability is under threat (such as where rumours cause actual or potentially abnormal levels of cash withdrawals). This is to try and protect the interests of the members as a whole; or
 - (g) the requirements under 3.3 have not been satisfied.

In the case of (e) and (f) above:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as is practicable and to minimise the inconvenience to you;
- (iii) we will take into Account the interests of the Society's membership as a whole;
- (iv) we will, if practicable, give advance notice; and
- (v) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

- 5.11 If someone other than you uses your Security Details, logs into your Account and pretends to be you or authorised by you through our Online Service, and is therefore able to withdraw money from the Account, you will be liable for the first £35 of the unauthorised withdrawals. We won't hold you liable for the first £35 if you could not have known about the loss, theft or misappropriation of your Security Details before the unauthorised withdrawal took place (unless you have acted fraudulently) or if the loss was caused by the acts or omissions of one of our employees, agents, Branches or outsourced providers. 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 comply with your obligations under these Conditions, failed to notify us that your Security Details were lost or stolen in accordance with Condition 19.1 or failed to take all reasonable steps to keep your Security Details or any personal Account information safe. However, you will not be liable for any withdrawals made after you have told us of the loss, theft or unauthorised use, unless you have acted fraudulently. If you are entitled to a refund, we will provide you with a refund as soon as practicable and at the latest by the end of the Business Day after the day we become aware of the unauthorised withdrawal (unless we have reasonable grounds to suspect you have acted fraudulently). You must notify us of the unauthorised

withdrawal without undue delay and in any event within 13 months after the date when the withdrawal was debited to your Account or you may not be entitled to a refund.

6.0 MINIMUM AND MAXIMUM BALANCES

- 6.1 The minimum and maximum amounts that can be held in any particular Account are set out in the Specific Conditions for that Account.
- 6.2 We reserve the right to close unfunded Accounts or those with balances below the minimum balance. Should the balance on the account fall below the minimum balance you may only be eligible for our basic variable investment rate of Interest (and not any bonus rate, where applicable) on the Account until such time that the balance once again equals or exceeds the minimum balance.
- 6.3 The overall maximum holding by any one person in respect of all savings Account(s) with the Society is £1,000,000.

7.0 PAYING MONEY INTO YOUR ACCOUNT

- 7.1 Payments into your Account are subject to the Specific Conditions for particular Accounts.
- 7.2 Unless the Specific Conditions specify otherwise, or your Account is an Online Account, you can generally pay money into your Account at any of our Branches during our normal opening hours (please refer to the reverse of the Interest rate guide or to Our Website for normal opening hours) or by bank transfer or by post. However, for security reasons we do not recommend that cash is sent by post. Please see Condition 9.2 regarding when Interest becomes payable.
- 7.3 If your Account is an Online Account you can only pay money into it by Automated Payments, internal transfer from another Non-online/ Online Account or debit card payments.
- 7.4 Where the Specific Conditions for your Account or these Terms and Conditions allow, or where we agree, Automated Payments may be made to your Account by electronic means such as CHAPS, BACS, standing order, or Faster Payment. We cannot accept payments by direct debit unless the Specific Conditions specifically provide that payments by direct debit are permitted.
- 7.5 If you arrange for money to be paid into your Account by Automated Payments, it is your responsibility to ensure that all your Account details are provided correctly. Incorrect or unallocated bank payments will be returned to the originating bank.
- 7.6 Money paid into your Account by cash or Automated Payments will usually be available for withdrawal as soon as we receive it. However, this will depend on the type of Account you have and the type of payment made into your Account, so please contact us if you would like details of when a particular payment will be available for withdrawal.
- 7.7 All payments into your Account must be in sterling.
- 7.8 For security reasons we reserve the right to refuse to accept large sums of money in notes or coins.

- 7.9 Cheques made payable to Dudley Building 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(s), so that it is clear who the money is intended for.
- 7.10 Post-dated cheques will not be accepted.
- 7.11 If money is paid into your Account by mistake and we are unable to recover that money from you, we are obliged by law to co-operate with the payer's bank/building society in its efforts to recover the money from you, in particular by providing the payer's bank/building society with all relevant information that we have for the collection of funds (which may include information about you such as your personal details).

8.0 WITHDRAWALS

- 8.1 Withdrawals are subject to the Specific Conditions for particular Accounts and to our Branch withdrawal limits (where applicable). The maximum amount you can withdraw per day on each Account is £500 in cash. We do not allow cash withdrawals of more than £5,000 in cash each month for each Account.
- 8.2 There are limits on certain types of Payment Transactions you can make (e.g. limits for Automated Payments). We will tell you what these limits are and they may change from time to time.
- 8.3 Any withdrawals made by Automated Payment must be to your Nominated Account.
- 8.4 No withdrawal will be allowed:
- if it would cause the Account to be overdrawn; or
 - from a Passbook Account, unless you produce the Passbook at the time of withdrawal.
- 8.5 We may refuse to allow a withdrawal if we are not satisfied that we have the proper authority for the withdrawal, in accordance with the mandate you have given us. A signed withdrawal form will be required in order to make a withdrawal unless you can make payments using our Online Service (in which case you will have to follow the procedure required on our Online Service). The reason for the withdrawal may be requested.
- 8.6 At any time, we can restrict the amount which can be withdrawn from any Account or refuse to carry out a transaction. We will only do this if:
- (a) we reasonably believe that there may be fraudulent activity or any other financial crime affecting the Account;
 - (b) we are required to do so by any law, regulation, HM Revenue and Customs (HMRC) or court order; there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the Account;
 - (c) our systems and services are unavailable or down or there is limited functionality in relation to those systems or services;
 - (e) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of a terrorist threat, computer systems failure or strikes); or
 - (f) circumstances exist which lead us to reasonably believe our financial stability is under threat (such as where rumours cause actual or potentially abnormal levels of cash withdrawals). This is to try and protect the interests of the members as a whole.

In the case of (e) and (f) above:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as is practicable and to minimise the inconvenience to you;
- (iii) we will take into Account the interests of the Society's membership as a whole;
- (iv) we will, if practicable, give advance notice; and
- (v) 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 notify you of the restrictions through notices on Our Website and in our Branches. If the restrictions affect only your Account, or if we are refusing a transaction, we will notify you. You can contact us to discuss any restriction in person at any of our Branches or by telephoning us on 01384 231414. If you use our Online Service you may send us a secure message.

- 8.7 All withdrawals must be in sterling.
- 8.8 We do not permit withdrawals to be made by direct debit or standing order.
- 8.9 If you open an Account with the Society which has a fixed term (such as a Bond Account), you will not be allowed to access the funds from the Account during the fixed term. This condition will not apply:
- if the funds are for a property deposit which is being supported with a mortgage from the Society;
 - upon death of a named Account Holder; or
 - if we agree with you that you are allowed to access the funds during the fixed term.
- 8.10 Where the Account Holder is a minor, closure of fixed term Accounts may only be undertaken by cheque made payable to the minor or to a parent of the Account Holder subject, in the latter case, to the parent providing evidence of identity and completing a declaration in the form we supply confirming the funds are intended for the Account Holder.
- 8.11 Information on withdrawals where the Account Holder is deceased can be found in our Bereavement Guide available on Our Website. You can also contact us to discuss any questions you may have in person at any of our Branches or by telephoning us on 01384 231414.
- 8.12 HMRC may recover funds directly from your savings Account to repay any outstanding tax bills. The provisions of Condition 8.6 will apply.

9.0 INTEREST

- 9.1 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:
- in the latest version of our Interest rates leaflets
 - on Our Website
 - by telephone on 01384 231414
 - by asking our staff at Branches, or
 - by reading the notices in our Branches.

- 9.2 On our Accounts we generally:
- calculate Interest on the Account balance as at 6.30 pm , but as this can differ depending on the type of Account that you have, please contact us if you would like to know when a specific deposit will start to earn interest; and
 - give you the choice of having the Interest added to your Account or paid into your Nominated Account. However, this may vary depending on the type of Account. You should check the Specific Conditions for particular Accounts.
- 9.3 Some of our Accounts require you to give a period of notice to make a withdrawal. If you are unable to serve the required notice, you will be charged an Interest penalty on the amount withdrawn as per the Specific Conditions. This penalty will be deducted from your accrued interest. If you have insufficient accrued Interest to cover the penalty due, the remaining amount will be deducted from your Account balance on closing your Account or when your Interest is next due to be added to it.
- 9.4 Subject to any Specific Conditions that apply to particular Accounts (for example, fixed-rate or tracker Accounts) we can change Interest rates as set out in Conditions 9.5 to 9.8 below.
- 9.5 We may change Interest rates 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 in a Reference Rate;
 - to reflect changes generally in the Interest rates paid by other financial institutions on similar Accounts;
 - to respond to changes in law (or interpretation of it) or decisions or recommendations of a court, ombudsman, regulator or similar person;
 - to meet relevant regulatory requirements;
 - to reflect new (or changes to) statements, codes of practice or industry guidance designed to enhance consumer protection;
 - to respond to any change in operating costs incurred by the Society; or
 - to reflect any changes in Interest paid to the Society on mortgage Accounts.
- 9.6 We can also change the rate of Interest for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate.
- 9.7 Any change we make to Interest rates will be proportionate to the circumstances giving rise to the change.
- 9.8 Changes may include the introduction or alteration of tiers 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.
- 9.9 Where the change is a reduction in the Interest rate we will give you written notice of the change in a timely manner (see condition 9.10 (ii)) before it comes into effect. This does not apply to:
- Interest rate tiers, applicable to balances below the minimum operating balance (provided we have clearly told you about the minimum balance requirements);
 - fixed rate or tracker Accounts; or
 - if the change is not Material.

- 9.10 Where your Account has a variable Interest rate, we will let you know of changes to the Interest rate as follows:
- (i) we will always notify you of a rate increase by making available (as a minimum) the relevant information as soon as reasonably possible, in our Branches and Principal Office, and/or on Our Website, and/or by secure message if you have registered for our Online Service; and
 - (ii) in relation to a reduction of Interest we will provide you with at least 14 days' prior notice by a letter, email, other personal notice or, if you have registered for our Online Service, we may provide notice by secure message.
- If you are unhappy with a reduction to the Interest rate, you may at any time up to 30 days from the date of the notice close your Account without charge. If you do not do so within this period you will be deemed to have accepted the change.
- 9.11 We will make current Interest rate information available on Our Website. You can also telephone us on 01384 231414. The Interest rates applicable to your Account over the previous financial year will be available to you upon request.
- 9.12 Where your Account is an ISA/ JISA, gross Interest will be credited up to the date of death. Any further accrued Interest will be paid upon Account closure or as part of the capitalisation as set out in the Specific Conditions.

10.0 TERMS AND CONDITIONS RELATING TO PAYMENT SERVICES

- 10.1 For Non-online Accounts, your consent to a Payment Transaction or a series of Payment Transactions on your Account must be given to us by written instruction and your instructions must be signed by you or, if the Account is a joint Account, signed:
- (i) by any one or more of you, or
 - (ii) by any agent who has been authorised in writing to sign on behalf of all Account Holders.
- 10.2 For Online Accounts, your consent to a Payment Transaction or a series of Payment Transactions on your Account must be given to us by following the procedures required when making a payment via our Online Service.
- 10.3 If you wish to withdraw your consent to a Payment Transaction, you may do so using the same means of communication as you were entitled to use under Condition 10.1 and 10.2 when instructing us to carry out the Payment Transaction. You will not be able to withdraw your consent unless the conditions in Condition 10.6 are satisfied.
- 10.4 If we are instructed to carry out a Payment Transaction, the instructions (whether coming directly from you or indirectly from the payee) will normally be treated as received at the time when we actually receive them. However:
- (a) Instructions which are received on a day which is not a Business Day will be treated as received on the next Business Day.
 - (b) Instructions which are received after the Cut-Off Time on a Business Day will be treated as received on the next Business Day.
 - (c) Instructions for a future payment will be treated as received on the day agreed for payment or (if that day is not a Business Day) on the next Business Day.

- 10.5 If we are instructed to carry out a Payment Transaction, we will ensure that the payment is credited to the institution which holds the payee's Account by the end of the next Business Day following the time when the instructions are treated as received under Condition 10.4.
- 10.6 Except where paragraph (a) or (b) below applies, you may not revoke any instructions to carry out a Payment Transaction after we have received them:
- (a) where a Payment Transaction to make an immediate payment is initiated by a payee, you may not revoke your instructions after either transmitting them to the payee, or giving your consent to the payee for the Payment Transaction.
 - (b) if you give us instructions which authorise us to carry out a Payment Transaction at a future date, you may withdraw your instructions at any time up to the end of the Business Day preceding the day when the Payment Transaction is due to be carried out.
- 10.7 For Accounts which mature, maturity withdrawals can be made by electronic payment to your Nominated Account or transfer to another Account with us. Where maturing funds are paid to another bank or building society it will reach the bank or building society no later than the end of the next Business Day following maturity.

11.0 YOUR RIGHTS WHERE A PAYMENT TRANSACTION IS INCORRECTLY CARRIED OUT

- 11.1 If we carry out a Payment Transaction to which your consent had either not been given in accordance with Condition 10.1 and 10.2 or had been withdrawn in accordance with Condition 10.6, then (provided the requirement in Condition 11.7 is met), we will treat this as an unauthorised transaction and Condition 5.10 or Condition 18.3 will apply (as applicable).
- 11.2 If you instruct us to carry out a Payment Transaction involving a payment from your Account, then (subject to Condition 11.9) we are liable to you for correctly carrying out the Payment Transaction unless we can prove that the institution which holds the payee's Account received the payment within the appropriate time limit stated in Condition 10.5. At your request, we will make immediate efforts to trace the Payment Transaction and notify you of the outcome.
- 11.3 If we are liable under Condition 11.2 then (provided the requirement in Condition 11.7 is met) we will:
- (a) without undue delay refund the amount of the unpaid or defective Payment Transaction and, where applicable, restore your Account to the state it would have been in if the defective Payment Transaction had not taken place, and
 - (b) be responsible to you for any charges or Interest which you must pay as a result of the unpaid or defective Payment Transaction.
- 11.4 If you are the payee under an unpaid or defective Payment Transaction and the institution which holds the Account of the person making the payment can prove that we received the payment in accordance with the Payment Services Regulations 2017, then (subject to Condition 11.9) we will be liable to you for correctly carrying out the Payment Transaction.
- 11.5 If we are liable under Condition 11.4, then (provided the requirement in Condition 11.7 is met) we will:
- (a) immediately credit Your Account with the amount of the unpaid or defective Payment Transaction, and
 - (b) be responsible to you for any charges or Interest which you must pay as a result of the unpaid or defective Payment Transaction.

- 11.6 If you ask us to make a payment and the payee's bank/building society receives it later than the timescales set out in Condition 10.5, you can ask us and (provided the requirement in Condition 11.7 is met) we'll contact the other bank/building society and ask them to correct the amount of Interest on the Account with their customer (so that it is as if the payment was received on time).
- 11.7 To be entitled to redress under Condition 11.1, 11.3, 11.5 or 11.6, you must notify us of the unauthorised, unpaid or defective Payment Transaction without undue delay and in any event within 13 months after the date when the Payment Transaction was debited to your Account.
- 11.8 If you initiate a Payment Transaction as payee, then (subject to Condition 11.9) we are liable to you for correctly transmitting your instruction, within the time limit we have agreed with you, to the institution which holds the Account. If we fail to do this, we will immediately retransmit your instructions to the other institution. At your request, we will make immediate efforts to trace the Payment Transaction free of charge and notify you of the outcome.
- 11.9 We are not liable to you for an unpaid or defective Payment Transaction if you provide us with an incorrect unique identifier. Unique identifiers include but are not limited to the sort-code, Account number, roll or reference number and national insurance number. However, we will make reasonable efforts to recover the payment and may charge you a reasonable sum to cover our costs of doing so. Where we are unable to recover the payment, we will, on receipt of a written request, provide you with all available, relevant information in order for you to claim repayment of the funds.

12.0 UNCLEARED FUNDS

- 12.1 Subject to any Specific Conditions for particular Accounts and to Condition 8, we will allow withdrawals against a cheque on the seventh Business Day from and including the day of deposit, provided we have not received notice that it has not been cleared. If the cheque is not cleared, you will have to repay us the amount withdrawn against the cheque unless there is 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 Business Day after it was deposited with us.
- 12.2 Subject to Condition 12.1, if a cheque paid into your Account is dishonoured, a charge will be made and we will deduct the value of the cheque from your Account together with any Interest we have paid on it. We will tell you about this in writing.
- 12.3 For the purposes of Condition 12.1, the day of deposit of the cheque is the day it is paid in at a Branch counter or the day we receive the cheque by post. An exception is that, in each case, if the time of payment in the Branch or receipt by post (as the case may be) is not before 5pm on a Business Day, then the day of deposit is deemed to be the following Business Day. If you pay a cheque into your Account (for example on a Monday), you can be sure it will not be reclaimed (without your consent) after the end of the following Tuesday. Saturdays, Sundays and English Bank Holidays are not included when calculating the six-day period.

CHEQUE CLEARANCE DAYS

Day of the week Society receives cheque	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Withdrawal allowed next week	Tuesday	Wednesday	Thursday				NA
Withdrawal allowed following week				Friday	Monday	Tuesday	NA

Please note the banking industry's central clearing cycle normally takes three working days. However, Dudley Building Society is not a clearing bank and therefore our clearing cycle must include sufficient time for confirmation of payment, in order to reduce the risk of loss.

13.0 CLOSING YOUR ACCOUNT

- 13.1 You can close your Account at any time, subject to any Specific Conditions that apply and to normal administration requirements.
- 13.2 We can close all or part of your Account at any time without giving any reason, but (except in exceptional circumstances or as provided in Condition 13.3):
- we will give you at least 30 days' written notice;
 - we will not use this right to repay a fixed-term investment before the end of the fixed term; and
 - 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;
 - you were not entitled to open the Account;
 - you do not comply with any of your obligations under these Terms and Conditions, and do not put this right within a reasonable time of our asking;
 - the Account was opened on the telephone as described in Condition 3.3 and you have not returned the relevant documents required within the 30 day period mentioned in that Condition;
 - the required minimum opening balance has not been paid in cleared funds within 30 days of Account opening;
 - you threaten or are abusive towards our staff;
 - the contract between us is void or unenforceable in law;
 - we have a legal or regulatory obligation to close the Account;
 - we reasonably believe that there may be fraudulent activity or any other financial crime affecting the Account.
- 13.3 If your Account is an ISA and we become aware that you fail to satisfy the provisions of the ISA Regulations such that your ISA has or will become void, we will notify you and your Account will be closed. If your ISA is declared void, the funds will be returned to you without Interest and an administration fee will be charged to reflect our reasonable costs.

- 13.4 If we close the Account, we will pay Interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.
- 13.5 If we close the Account in full and make repayment to you, either in person or by post, then you will have no further right to, or Interest in, the Account.
- 13.6 If your Account is closed and the amount of any costs, fees or charges exceeds the balance you will have to pay any excess to us.

14.0 ACCOUNT STATEMENTS AND INFORMATION

- 14.1 We will, on request, issue you with a statement of Interest earned on the Account in any year.
- 14.2 Where there are transactions on your Account, we will provide you with information about those transactions as follows:

Type of account	Registered for online access?	How and when information about transactions on your account will be provided
Passbook based account	Yes	Information about transactions on your Account is available on our Online Service. We will also update your passbook whenever you present it in Branch.
	No	In relation to withdrawals you make from your Account, we will update your Passbook with the relevant transaction information when you present it to make a withdrawal. In relation to credits to your Account, you agree to the information being made available to you when you next come into Branch and present your Passbook or send it to us by post. We recommend that this is done regularly (at least every 30 days) to ensure your Passbook contains the most up to date balance at all times.
Non-passbook based account	Yes	Information about transactions on your Account is available on our online service.

- 14.3 Upon request, the Society will provide full payment details for any transaction.
- 14.4 You should check all information that we give to you about transactions on your Account carefully.
If there are any apparent discrepancies, you should tell us as soon as possible.

15.0 ACCOUNT CHARGES

- 15.1 We may apply charges for items or services relating to your Account. Details of any charges which apply to the day-to-day running of your Account can be seen in our List of Charges. You can also find them on Our Website or request a copy by contacting the Customer Services Team on 01384 231414 or by enquiring at your local Branch.
- 15.2 Where the charge does not relate to the day-to-day running of your Account, we will tell you before we provide the product or service (except for charges in respect of unpaid cheques), or at any other time you ask. These charges can be seen in our List of Charges.
- 15.3 Any charges incurred on your behalf will be debited to your Account. We will notify you before we do this.
- 15.4 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 law (or interpretation of it) or decisions or recommendations of a court, ombudsman, regulator or similar person.
 - To meet relevant regulatory requirements.
 - To reflect new (or changes to) statements, codes of practice or industry guidance designed to enhance consumer protection.
- 15.5 Except where the Account is a fixed-term Account 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.
- 15.6 Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 15.7 Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 15.8 If we introduce or increase a charge relating to the day-to-day running of your Account, under Condition 15.4 or 15.5, we will give you at least 30 days' written notice before the charge comes into effect.
- 15.9 If we give you notice of a change to the charges, at any time up to the date the change comes into effect, you have the right to switch the Account or to close it without having to lose any Interest or to pay any additional charges. If you do not do before the change comes into effect you will be deemed to have accepted it.

16.0 JOINT ACCOUNTS

- 16.1 Online Accounts cannot be held jointly therefore, 16.2 to 16.13 do not apply.
- 16.2 Our Rules set out the rights and obligations attached to membership. Although all joint Account Holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at annual general meetings) arising from the Account. Please see the Rules for more details.

- 16.3 You can choose the order in which the names appear in our records. Any change in the order will take effect when our records are actually amended. We will make the change within a reasonable time after you tell us about it.
- 16.4 We will treat joint Account Holders as being entitled to the money in the Account in equal shares. This does not affect the operation of Condition 16.5 which takes precedence.
- 16.5 Where one Account Holder dies we will, on receipt of satisfactory evidence of death, treat the surviving Holder(s) as being entitled to the monies in the Account. The other terms of the Account will remain unchanged.
- 16.6 Withdrawals and other transactions on a joint Account need to be signed/authorised in accordance with your Account mandate. If your Account mandate provides that we can accept the signature of any one or (if there are more than two Holders) any combination of Account Holders, any of the Account Holders can withdraw all of the money in the Account.
- 16.7 Any authorisation given under Condition 16.6 can be stopped by any Account Holder. However, we will need seven days' notice to put this into effect unless you have registered for our Online Service and we agree otherwise by providing a shorter period through the Online Service.
- 16.8 If we have reason to believe 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 16.6.
- 16.9 We may (in accordance with Condition 8.5) freeze the account if we have reason to believe 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.
- 16.10 If there is a relationship between the Account Holders which ceases, all Account Holders will need to inform us and agree if the Account is to be closed or if they want any name to be removed from the Account. If we are not informed or do not receive agreement from all Account Holders, then even if we know about the relationship breakdown, we will continue to operate the Account in accordance with the instructions current at the time. This may mean that withdrawals and/or closure of the Account will be permitted on one signature.
- 16.11 Any correspondence relating to the Account will be sent to the address (or email address as applicable) of the first-named Account Holder, (with the exception of children's Accounts). Correspondence will be sent to the operator of the child's Account, unless you instruct us otherwise. For JISA Accounts correspondence will always be sent to the Registered Contact.
- 16.12 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 part of them.
- 16.13 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.

17.0 TRANSFERS

- 17.1 Unless the Specific Conditions for a particular Account say otherwise, you may ask us to transfer your investment to another person. We do not have to agree to this and, if we do agree, it may be subject to any requirements we apply.

18.0 ACCOUNT DOCUMENTS (NON-ONLINE ACCOUNTS)

Condition 18 applies to Non-online Accounts

- 18.1 We may issue you with a Passbook, certificate or other similar 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 in person at one of our Branches or by telephoning us on 01384 231414 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.
- 18.2 We may issue a replacement for a lost or stolen document 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
 - signing any form of indemnity that we may reasonably require.
- Passbooks or other similar documents relating to your Account become null and void when a replacement is issued.
- 18.3 If someone other than you produces your Account document to us and pretends to be you or authorised by you, and is therefore able to withdraw money from the Account, you will be liable for the first £35 of the unauthorised withdrawals. We won't hold you liable for the first £35 if you could not have known about the loss, theft or misappropriation of your Account document before the unauthorised withdrawal took place (unless you have acted fraudulently) or if the loss was caused by the acts or omissions of one of our employees, agents, Branches or outsourced providers. 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 comply with your obligations under these Conditions, failed to notify us that your Account documents were lost or stolen in accordance with Condition 19.1 or failed to take all reasonable steps to keep your Account document or any personal Account or security information 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. If you are entitled to a refund, we will provide you with a refund as soon as practicable and at the latest by the end of the Business Day after the day we become aware of the unauthorised withdrawal (unless we have reasonable grounds to suspect you have acted fraudulently).

- 18.4 In the event that an unauthorised transaction takes place on your Account we will need you to confirm the transactions that were not authorised. In addition we may place restrictions on your Account for a period of time whilst we undertake an investigation. This is to protect your Account and may result in slower processing times for any transactions you wish to make to allow us to conduct further checks.
- 18.5 You should check your Passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible in person at any of our Branches or by telephoning us on 01384 231414 so that we can resolve the matter. If you do not notify us within 13 months after the date of entry, we will not be obliged to correct the error. Subject to Condition 18.3, we will be liable for unauthorised transactions on your Account.

19.0 WHAT YOU CAN DO TO PROTECT YOUR ACCOUNTS

- 19.1 You can help prevent misuse of your Account by :
- taking care of your Passbook, Security Details and other Account information and by letting us know as soon as possible if your Passbook or Security Details are lost or stolen – the best way to let us know is by telephoning us on 01384 231414 or emailing us at notifyus@dudleybuildingsociety.co.uk;
 - letting us know as soon as possible of any change in your name, address, telephone number or email address, or if you do not receive any information that you were expecting to receive from us;
 - letting us know as soon as possible if you receive any communications which purport to be from us but you suspect the letter, email, secure message or other communication is fraudulent;
 - checking your statements or Passbook regularly;
 - taking care when disposing 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, Security Details or other security information to anyone.
- 19.2 If you use our Online Service, please note the information in Condition 5 about your Security Details.

20.0 CHANGES TO TERMS AND CONDITIONS

- 20.1 Subject to Condition 20.8 we can change the Terms and Conditions (or interpretation of them) on your Account for any of the reasons outlined below:
- a) to respond to changes in the law or the decisions of a court, ombudsman, regulator or similar person;
 - b) to meet relevant regulatory requirements;
 - c) to make the Terms and Conditions clearer or fairer;
 - d) to provide you with extra benefits or services;
 - e) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection; or
 - f) to harmonise the Terms and Conditions following any acquisition or transfer of savings Accounts or any takeover of, or merger with, another financial institution.

- 20.2 Except where your Account is a fixed term Account, we can also amend the Terms and Conditions for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate.
- 20.3 Any change we make under Condition 20.1 or 20.2 will be proportionate to the circumstances giving rise to the change.
- 20.4 A change which is to your advantage may be made immediately and without prior notice. We will tell you about the change within 30 days.
- 20.5 A change which is to your disadvantage will be effective no less than 30 days after written notice is given to you.
- 20.6 If we give you notice of a change under Condition 20.5 then, for a period of 30 days from the date of the notice, you have the right to switch the Account or to close it without having to lose any interest or to pay any additional charges.
- 20.7 Notices under Condition 20.5 will be sent by individual letter, email, other personal notice or, if you have registered for our Online Service, we may send notice by secure message through our Online Service. Notices under condition 20.4 may be given in this way, or instead be given by general notice in our Branches, Principal Office and Our Website.
- 20.8 This Condition 20 does not apply to changes to interest rates or charges which are dealt with in Conditions 9 and 15.
- 20.9 If we have made a major change or a series of minor changes in any one year, we will give you a copy of the new Terms and Conditions or a summary of the changes and tell you where you can find a detailed version.

21.0 IF YOU HAVE A COMPLAINT

- 21.1 Dudley Building Society's aim is to provide the very best service to all members. We do recognise however that there may be an occasion when you feel you need to make a complaint.

You will be able to make a complaint as follows;

In person – by visiting any of our Branches and speaking to a member of the team.

In writing – by addressing your letter to the Manager of your regular Branch or the Society Secretary.

By email – our address is enquiries@dudleybuildingsociety.co.uk

By telephone – call us via the number you would normally phone us on, or ring our Principal Office on **01384 231414**.

By secure message – if you have registered for our Online Service.

Our aim is to resolve all complaints internally however if you are not satisfied with our suggested resolution you have the right to refer your complaint to the Financial Ombudsman Service (FOS). You must contact them within six months of the date of any final response issued.

Our full complaints procedure is available on Our Website, at your local Branch, or by requesting a copy from our Principal Office on 01384 231414.

The European Commission also provides an online dispute resolution (ODR) platform for goods and services bought online. This allows customers to submit their complaint through a central site, and the complaint is forwarded to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR, please visit <http://ec.europa.eu/consumers/odr>.

The ADR scheme for the Society is the FOS and therefore you may choose to use the ODR platform to refer your complaint or you can write to FOS directly. FOS can also be contacted through their website at www.financial-ombudsman.org.uk.

22.0 FINANCIAL SERVICES COMPENSATION SCHEME

- 22.1 Your eligible deposits with Dudley Building Society are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme. Any deposits you hold above the £85,000 limit are unlikely to be covered. We will remind you of this Scheme annually.

Please see the Financial Services Compensation Scheme's 'How FSCS Protects Your money' booklet, which is available in our Branches or Our Website, for details.

For further information about the compensation provided by the FSCS, refer to the FSCS website at www.FSCS.org.uk.

23.0 BRANCH CLOSURES

- 23.1 If we plan to close or move your usual 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. Please note this does not apply if you have an Online Account.

24.0 MENTAL INCAPACITY

- 24.1 If you are no longer capable of looking after your financial affairs, then another person may operate your Account(s) on your behalf after we have received satisfactory confirmation that the individual has appropriate authority to do so (for example under a Power of Attorney or order from a court). In such circumstances, we may require the person operating your Account(s) to give us an indemnity against all claims which may be made in respect of amounts withdrawn.

If someone is operating the Account (other than the account holder) under, for example, a Power of Attorney, they do so as agent for the Account Holder.

25.0 NOTICES

- 25.1 We will contact you using the contact details that you have provided to us, which could include, for example, contacting you by letter, e-mail or phone.

- 25.2 If you have registered for our Online Service, we may also contact you by sending you a secure message through our Online Service. When we send you information we can do this by uploading it to our Online Service and you can access it by logging into our Online Service. Where required by law, we will also tell you that we have uploaded the information by sending you an email.
- 25.3 You will be deemed to have received any letter 72 hours after we have sent it to you, and any email or secure message sent through our Online Service immediately upon our sending it.
- 25.4 If we accidentally fail to:
- send to you a communication intended for our investors generally, or a category of investors of which you are one, or
 - display a notice at any of our Branches
- this will not make the notice or communication invalid. This does not include any notice or communication which relates to a change to the Terms and Conditions of your Account if it's detrimental.
- 25.5 If an error is made, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.
- 25.6 We will contact you by telephone if there are suspected or actual fraud or security threats relating to your Account with us.

26.0 MATTERS BEYOND OUR CONTROL

- 26.1 We will not be liable to you if we are unable to provide any service in connection with your Account because of abnormal and unforeseeable circumstances such as strikes, power failures or other matters beyond our control.

27.0 SET-OFF

- 27.1 We may use the money in your Account towards payment of any money that you (or any of you if there is more than one of you) owe us (whether in your own sole name or jointly with others) and which is due for payment but has not been paid (for example a mortgage payment/debt).
- 27.2 If we propose to exercise our rights under Condition 27.1 we will contact you at least 14 days beforehand to notify you of this. During this notice period your Account will be blocked, you will not earn Interest and you will not be able to withdraw funds from it.

28.0 CORPORATE AND UNINCORPORATED BODIES

- 28.1 For Accounts relating to limited companies or other types of corporation (such as LLPs), authorised officers will need to be nominated to operate the Account [as required under the Application Form]. We will also require evidence of identity and address(es) for these persons. References in these Conditions to "you" or "your" in a context which indicates an individual person rather than a company or other type of corporation will be taken to refer to the authorised officer where appropriate.

- 28.2 Accounts relating to unincorporated organisations (such as trustees, non LLP partnerships or clubs) may be held in the name of the organisation but our legal relationship for the Account will be with the individual(s) named on behalf of the organisation in the Application Form, or as later notified to us, as authorised to operate the Account.
- 28.3 For Accounts relating to limited companies or other types of corporation or unincorporated association you must provide us with such information regarding your business and/or your constitution that we may reasonably request from time to time.

29.0 UNCLAIMED BALANCES

- 29.1 If any of your Online Accounts and/or Non-online Accounts your account has a balance of less than £100 and have not been transacted against for fifteen years or more we can close the Account and retain the balance if we cannot trace you after making reasonable efforts to do so. If you then contact us at a later date requesting the Account be re-opened we will not unreasonably refuse any request (providing you supply us with satisfactory evidence of identity). If we agree to re-open the Account you will not have continuous membership. We may also change the Account to a different Account type and credit Interest accordingly or repay the Account balance to you with interest.

30.0 LANGUAGE

- 30.1 The literature supplied by the Society and all communications between you and us will be in English. Documentation and an interpreting service can also be provided in alternative languages by contacting our Customer Services Team on 01384 231414.

31.0 APPLICABLE LAW

- 31.1 These Terms and Conditions are governed by the law of the relevant part of the United Kingdom and the courts of that part shall have exclusive jurisdiction over any dispute relating to the Terms and Conditions and to any non-contractual obligations relating to the Account. For these purposes, the relevant part of the United Kingdom is:
- (a) Scotland, where your Account is opened in Scotland;
 - (b) Northern Ireland, where your Account is opened in Northern Ireland; and
 - (c) England and Wales in any other case.

The laws of the relevant part of the United Kingdom will also apply as the basis for the establishment of relations with you prior to the conclusion of any contract between you and us for the Account.

Principal Office

7 Harbour Buildings, The Waterfront,
Brierley Hill DY5 1LN
Tel: 01384 231414
enquiries@dudleybuildingsociety.co.uk

Branch offices

Branch opening hours may vary. Please refer to our website for further details

Brierley Hill

107 High Street,
Brierley Hill DY5 3AU
Tel: 01384 70420
brierleyhill@dudleybuildingsociety.co.uk

Dudley

Dudley House, Stone Street,
Dudley DY1 1NP
Tel: 01384 253034
dudley@dudleybuildingsociety.co.uk

Gornal Wood

20 Abbey Road,
Gornal Wood DY3 2PG
Tel: 01384 214671
gornalwood@dudleybuildingsociety.co.uk

Kingswinford

1 Townsend Place,
Kingswinford DY6 9JL
Tel: 01384 278326
kingswinford@dudleybuildingsociety.co.uk

Perton

6 Anders Square,
Perton WV6 7QH
Tel: 01902 755540
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