

# Silver Fixed Rate Bond

TERMS AND CONDITIONS



  
**Dudley**  
BUILDING SOCIETY

In these terms and conditions “you/your” means the account holder(s) and “we/us” means Dudley Building Society.

**PLEASE NOTE:** As from the 15<sup>th</sup> September 2006 an area restriction will be in place and a minimum of £1,000 will be required to open an account and must be maintained if you live outside of the following areas; Derbyshire, Gloucestershire, Herefordshire, Leicestershire, Nottinghamshire, Powys, Shropshire, Staffordshire, Warwickshire, Worcestershire, West Midlands.

**REGULAR SAVERS** - The monthly contribution must be maintained or the account will be closed immediately if a month is missed and the funds returned.

#### ***SPECIFIC CONDITIONS RELATING TO THE GOLD FIXED RATE BOND ACCOUNT***

- The minimum opening amount is £10,000.00. The maximum overall amount is £400,000 (representing the overall limit of savings with the Society for each individual)
- Your Silver Fixed Rate Bond account is a fixed rate and will mature 6 months from the date of opening.
- No access will be permitted during the one year term.
- No further receipts may be made during the term once the initial deposit has been made.
- Interest will be paid on maturity of the account at the end of the 6 month term.
- Prior to maturity of your fixed rate bond we will provide you with details of the most attractive re-investment options available to you with the Society.

#### **Membership and Rules**

- Share Savings Accounts are shares in Dudley Building Society (the “Society”). You become a member of the Society when your account is opened and you agree to be bound by the Society’s rules and the account terms and conditions. A copy of the Memorandum and Rules is available on request from the Society’s Branches and Head Office.
- Share Savings Accounts are only available to personal savers and must be U.K. residents. Applications cannot be accepted from corporate bodies.
- Accounts may not be opened for bankrupts unless discharge paperwork is supplied.

#### **Savings Limits and Receipts**

- The Society reserves the right to withdraw the Account from offer without notice.
- Child Benefit payments cannot be credited to this account if the account is to be opened in the child’s sole name or held joint by a child and a parent.
- For receipts through the Bankers Automated Clearing system it is the Account holder’s responsibility to ensure that the correct account number details are provided to allow the Society to credit payments to the account.
- Where receipts are sent via the postal system the passbook is required.
- Post dated cheques will not be accepted or issued.
- Cheques can normally be accepted for six months following the date they are drawn.
- Cash and cheque deposits can be made at any branch or agency.
- Cheques paid into Dudley Building Society must be payable to Dudley Building Society re: (Name of account holder) e.g. J Smith or just to the account holder, e.g. J Smith.
- We will not accept crossed cheques, or cheques which are payable to payee “only”, when they are made payable to a person whose name is different to the name on the account into which you wish to pay the cheque. For example, if Mrs M A Smith has an account in her name only, she cannot pay into that account a cheque made payable to Mr & Mrs

Smith because Mr Smith is not named on the account. However, if Mrs M A Smith & Mr J W Smith have an account in their joint names, cheques made payable to either Mrs M A Smith or Mr J W Smith only can be paid into their joint account because they are both named on the account.

- If a cheque paid into your account is dishonoured, a charge will be made and, we will deduct from your account the amount of that cheque and any interest we have paid on it. No interest will be added to your account in relation to a cheque which is dishonoured.

### **Cooling off Period**

- If within 16 calendar days of opening your account you decide that this account is not suitable for you, if you write to us and advise us of this we will either, transfer the balance to another Dudley Account or arrange to return the balance plus interest to you, whichever you prefer. There will be no penalty charges and if you require the funds to be repaid this will be by cheque payable to the account holder(s). Funds will not be returned to the account holder(s) until cheques have cleared which will take a period of up to 8 working days.

### **Interest**

- The interest rates payable on your account are variable and we may change the rate of interest at any time for any valid reason.
- When we change the interest rates, we will tell you about the changes at the earliest opportunity but at least within 3 working days of the change:
  - by general notice in our Branches.
  - by notice in newspapers of our choice. The newspapers we usually use are the Express and Star and Dudley News Group showing our previous and new interest rates
- Annually we will send a summary of our products and the current rates and all the different interest rates which have applied to your account during the year (unless the account balance is below £500).
- If you have a variable rate savings account with £250 or more in it and the interest rate has fallen significantly compared to the Bank of England base rate, we will contact you within a reasonable period of time to:
  - tell you that this has happened
  - tell you about other savings accounts and offer to help you switch to one of these accounts within a reasonable time period.
  - tell you that you can withdraw all the money in your account without any notice period or charges
- You can find out what interest rates apply to your account at anytime by contacting any of our Branches or the Savings Department on (01384) 216838 or (01384) 216266. This information can also be found on our website: [www.dudleybuildingsociety.co.uk](http://www.dudleybuildingsociety.co.uk).
- Interest will be payable after deduction of income tax at the rate required by law or subject to the required Registration, gross (i.e. without tax deduction). Tax (if any) may be reclaimed from the Inland Revenue where the amount deducted exceeds your liability to tax.
- Receipts into your account will earn interest from the day of receipt to your account although the Society requires up to 8 working days before a cheque will be cleared.
- Interest is calculated on a daily basis up to the day of withdrawal. If you require an explanation of how your interest is calculated please ask your local Branch or contact the Savings Department at our Head Office. A written explanation will be posted to you within a few days of your request.

- Where interest is paid to a bank or building society account, you must provide sufficient information for this transmission. In the event of insufficient information, interest will be credited to the account.
- Interest accrues on a daily basis (the 29 February in any leap year is excluded in the calculation and addition of interest).

### **Availability of Funds and Withdrawals**

- We may limit at any time and without notice alter the amount which can be withdrawn from your account with us in any period.
- The maximum amount you can withdraw per day on each account is £500 in cash and £50,000 by cheque at any branch. For withdrawals over £50,000 a cheque will be sent to you from our Head Office in Dudley. The maximum amount that can be withdrawn on demand at our Agencies is £250 in cash and £15,000 by cheque. We may alter these withdrawal limits at any time.
- If your balance falls below the minimum required for the account type, you will receive a nominal rate of interest.
- If your balance falls below the minimum operating balance the Society reserves the right to close the account.
- A cheque drawn on a Dudley Building Society account will not be stopped.
- We reserve the right not to pay withdrawals from cheques received until up to 8 workings days have elapsed.
- Withdrawal requests cannot be processed unless they are accompanied by the passbook. Withdrawal requests by telephone, fax, electronic mail or via the internet will not be accepted.
- Cheques withdrawn and subsequently returned for saving will earn interest from the date they are received by the Society.
- We may refuse to carry out or allow any transactions on your account at our absolute discretion if, and for as long as, we are not reasonably satisfied as to:
  - the identity or authority of;
  - any person attempting to carry out the transaction;
  - any person for whom you are acting
  - your parent, legal guardian or other adult opening/operating the account for you if you are under 18 years of age; or
  - the lawfulness of the transaction; or
  - the irrevocable clearance of any funds required to meet the transaction; or
  - performance of the Conditions or any other applicable conditions
  - ownership of the funds if there is a dispute regarding your account
- Exceptional Third Party Withdrawals are limited to £250.00 cash. A Notice of Withdrawal Form and a letter of authority from the customer must be provided along with the passbook for the account in order for any third party withdrawals. Identification must be provided by the person acting on behalf of the customer.
- If it appears to us that you are suffering from a mental disorder that, through mental infirmity arising from disease or age, you are incapable of managing your affairs we may give consent to any person appearing to us to have care of you or to be managing your affairs to withdraw all or any part of the amount(s) in your account(s) with us. Such consent shall not be given in England or Wales until:
  - we have given written notice to the Court of Protection and
  - the Court has given written notice that it does not object (we may exercise our discretion in cases of exceptional urgency) and in Scotland if you have a Factor,

Curator or Tutor their approval has been given and in Northern Ireland if you have a Receiver, Committee, Guardian or Controller their approval has been given.

- In all cases we may require the person who appears to have the care of you or to be managing your affairs to give us such indemnity against all claims in respect of the withdrawal as we think fit.
- In certain circumstances we may require any such person to apply to court for authority to operate your account.
- Cash withdrawals in excess of £5000 per month are not allowed.

**Cheques**

- To help protect against fraud, please make cheques payable to the account holder to whom the money is being paid. Cheques made payable to Dudley Building Society must also include the name of the customer, for example “Dudley Building Society – J Smith” .If a customer name is not included, it is likely that the cheque will be returned.
- You should draw a line through any unused space on a cheque to ensure any unauthorised people cannot add extra numbers or names.
- When a cheque is issued by the Society and made payable to a third party at your request, payment cannot be stopped except in the proof of loss or theft.
- The Society’s cheques are valid for six months from the date of issue. If out of date they must be suitably amended by us before they can be accepted or paid.
- Post dated cheques will not be accepted or issued.
- Cheques will earn interest from the day of receipt to your account.
- Subject to any special conditions for particular accounts, we will allow withdrawals against a cheque at the end of 6 working days after it has been deposited with us, provided we have not received notice that it has not been cleared. 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 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:
  - 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 by writing to you.
  - 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 Bank Holidays are **not** included when calculating the six day period.

**Cheque Clearance Dates**

Day of week Society receives cheque.	Mon	Tues	Wed	Thurs	Fri
Withdrawal allowed next week	Wed	Thurs	Fri		
Withdrawal allowed following week				Mon	Tues

*Please note the banking industry's central clearing cycle normally takes three working days. However, the 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.*

### **Clearing Cycle**

- When you add money to your Dudley Building Society account by standing order, postal order or cheque, it may not be available for you to withdraw straightaway. This is because these payments have to go through a Central Clearing Cycle, which normally takes 3 working days (Saturday is not classed as a working day), which is the minimum time needed to ensure that the paying bank honours the payment. Depending on the payment method, you may have to wait longer than the usual three days of the Central Clearing Cycle before you can withdraw the money from your Dudley Building Society account. As Dudley Building Society savings accounts have no overdraft facility, we add extra days to allow sufficient time for notification of any payments refused to be returned by post and for possible delays. However, regardless of when your money is available to withdraw, you will earn interest on all deposits from the day we receive them.
- For Standing Orders the money will go through the Central Clearing Cycle and will be credited to your account on the day received by the Society (normally within 5 working days). As soon as the funds have been added to your account, your money will be available immediately for you to withdraw.

### **Ownership and Responsibilities**

- Two or more persons (maximum four) may jointly open an account. You may choose the order of names on the account. Only the first named will be entitled to attend meetings and vote, if eligible in accordance with the Society's Rules. All correspondence will be sent to the registered address of the first named holder.
- In the case of a joint account, all holders are jointly and severally bound by the Rules of the Society.
- For joint accounts, funds are held on the basis of joint beneficial ownership.
- In the event of a death, the Account balance and accrued interest is payable to your personal representatives.
- In the event of the death of a joint account holder, the survivor(s) will be the person(s) recognised by us as having any title to, or interest in the account.
- Where an Account is opened in the names of more than one person, on death the balance will automatically pass to remaining account holder(s).
- If the parties on an Account decide to separate, you must advise the Society immediately, as otherwise the account will continue to be operated in accordance with current instructions. If there is a dispute between any parties on the Account and we are notified of this, the Account will be "frozen" and no withdrawals will be allowed by any party to the Account until the matter has been clarified to our satisfaction.

### **Identification**

- If you are an existing Dudley member you may be asked to provide identification to confirm your name and address. This is part of our ongoing commitment to verify the identity of existing members.
- If you are not an existing Dudley member, you will need to provide two original forms of identification. Full details of acceptable forms of identification documentation can be found on a separate ID list, which is available from our branches or agencies. This information may also be found on our website, [www.dudleybuilding society.co.uk](http://www.dudleybuilding society.co.uk).

### **Change of Name or Address**

- You must notify us promptly if your name or address changes. Any notice of change of name must be accompanied by evidence of the change. We may require evidence of any change of address.

### **Repayment, Issue, Closure and Transfer**

- We may, without giving any reason, repay to you, all or part of your savings at any time after giving you at least 30 days notice.
- We reserve the right to close any issue of the Account to new savers, without individually notifying each account holder.
- You may subject to the terms of issue of your account and to our prior approval, transfer your savings to another person. No transfer will be valid unless made in a form approved by us and until registered in our records. We may refuse to permit such a transfer without giving any reason.

### **Passbook**

- We will provide you with a passbook, but it will remain our property and must be returned to us on request. Your passbook must be forwarded to us, at such times as we may decide, to be brought up to date or for such other purposes as we may require.
- Your passbook must accompany any withdrawal and any further saving.
- If your passbook has an entry which seems to be wrong, you should tell us as soon as possible so we can resolve matters.
- You must immediately notify us by contacting any of Branches or the Savings Department on (01384) 216838 or (01384) 216266 if you discover that your passbook is missing. You must then confirm this in writing. After you have provided such evidence regarding the loss, and given any indemnity and paid such fee (if any) which we may require, we may transfer the amount in the Account to a replacement passbook after 7 days have elapsed. If someone other than you, produces your passbook to us, pretends to be you or to be authorised by you, and is therefore able to withdraw money from your Account, you will be liable for the amount of any withdrawals if you have acted fraudulently or with gross negligence.
- The Society will issue a passbook in the name(s) of the Account holder(s). The passbook may only be used in accordance with these Terms & Conditions. The passbook is not transferable and may only be used by the person(s) to whom it is issued. You are not allowed to enter or amend any details/ transactions in the passbook.

### **Unclaimed balances/ Dormant accounts**

- If you cannot be traced after reasonable enquiry and either -
  - for a period of three years you have made no payments to or withdrawals from your account and the amount in that account is less than £100.00, or
  - for a period of five years you have made no payments to or withdrawals from your account and the amount is more than £100.00.

We may decide to close that account and the money in it will be retained by us.

- If, however, you contact us at a later date we will either open a new account for you and credit that account with the amount of money in the closed account or repay the money to you, with interest, at a rate which we reasonably consider to be appropriate.
- The Building Societies Association operates a Dormant Account Scheme aimed at linking building society members with their forgotten, lost or unclaimed money. A leaflet about the scheme is available from any of our offices or the Building Societies Association on (0207) 4370655, website: [www.bsa.org.uk](http://www.bsa.org.uk).
- Provided we give notice in writing, we have the right to retain and set-off all money in any Account you hold with us against any indebtedness you may have to us, whether under a mortgage, guarantee or otherwise, which is due for payment or repayment, but

has not been paid or repaid as the case may be. Interest or bonuses will not be paid on any money used in this way.

- These terms and conditions (other than rates of interest) may be varied:-
  - to reflect general market conditions and standards (including the terms of which similar accounts are offered by other financial institutions).
  - so that we can compete more effectively with other financial institutions.
  - to improve efficiency and/or reduce costs.
  - to give extra benefit to savers (including making the terms of the account easier to understand).
  - to take account of changes in the law, decisions of the Ombudsman, Regulator or similar person or any code of practice with which we intend to comply;

If you agree

- the needs of the business justify a change
- These terms and conditions will only be changed after at least 30 days notice has been given to you. This notice will be provided:
  - through general notice in our Branches; or
  - by advertisement in newspapers of our choice. The newspapers we usually use are the Express and Star and Dudley News Group.
- If any of these changes are clearly to your disadvantage these will not take effect until we have personally written to you giving you at least 30 days notice of the change. If you are not satisfied with the changes we propose to make, you may within 60 days of us personally writing to you, ask us to switch your Account or close it. Any notice period applying to your Account during the 60 day period will be ignored and you will not incur any additional charge or interest penalty.
- Where there has been a significant change to the terms and conditions in any one year, we will send you a copy of the new terms and conditions or a summary of these changes.

## **General**

- You are not permitted to use a correspondence address other than your residential address and P.O. Box numbers are not permitted.
- We reserve the right to refuse any savings at any time at the Society's sole discretion.
- The Society shall not be liable for any error or delay that may take place in the processing of any transaction, or the operation of your Account, and any losses which may result, should the error or delay arise from any circumstances beyond our reasonable control including, but not limited to:
  - industrial action
  - fire, Flood, Explosion, Act of Government, Riot, Act of God or any other cause beyond our control.
  - the failure (directly or indirectly) of any machine, data processing system or transmission link.
  - delays in postal deliveries or cheque clearance.
- We will not give any information about you to credit reference agencies unless we have your permission.
- We will need your written permission before we give a bankers reference for you.

## **Data Protection**

Information supplied by you will be held on our records in accordance with the Society's registration under the Data Protection Legislation. We may use this information or share it with a third party, for account administration (including debt tracing and collection), credit assessment, fraud prevention and to inform you of other products and services. Please write

to us at the address below if you do not wish to receive information on products and services. You are entitled to ask for a copy of any information held about you, subject to a payment of a £10.00 administration fee, and you also have the right to request that it be changed if it is incorrect. If you have any questions about the Data Protection Act or your rights under it, please write to the Society's Compliance Officer at Dudley Building Society, Dudley House, Stone Street, Dudley, West Midlands DY1 1NP.

### **Confidentiality**

We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not reveal your name and address or details about your accounts to anyone, other than in the following four exceptional cases when we are allowed to do this by law:

- If we have to give the information by law;
- If there is a duty to the public to reveal the information;
- If our interests mean we must give the information (for example, to prevent fraud). However, we will not use this as a reason for giving information about you or your accounts (including your name and address) to anyone else, including other companies in our group for marketing.
- If you ask us to reveal the information, or if we have your permission.

### **Banking Code**

The aim of the Code is to promote good banking practice by building societies and banks. We are pleased to support the Code and copies of the Code are available on request, or can be downloaded from [www.bankingcode.org.uk](http://www.bankingcode.org.uk)

### **Rules of the Society**

The conditions are subject to the Rules of the Society for the time being in force, copies of which are available on request.

### **Compensation Scheme**

Dudley Building Society is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Under the scheme most customers who invest money with us, including individuals and small firms, are provided with certain level of protection. Payments under the scheme are limited to 100% of the total investment of £35,000.

### **Customer Complaints**

In the first instance please contact Head Office or your local Branch, outlining your complaint, where the Manager will try to deal with the matter to your satisfaction. If you are not satisfied with the explanation write to the Society's Secretary at Dudley Building Society, Dudley House, Stone Street, Dudley, West Midlands, DY1 1NP outlining the nature of your complaint. Complaints we cannot settle may be referred to the Financial Ombudsman Service, Banking & Loans Division, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel 0845 0801800. Email: [enquires@financial-ombudsman.org.uk](mailto:enquires@financial-ombudsman.org.uk). Please note the Financial Ombudsman Service will not enter into an investigation of any complaint unless you have followed the Internal Complaints Procedure (full details available on requests).

### **Help us to help you**

It will help us to provide you with a high standard of service if you make sure you let us know as soon as possible when you change your name, address, telephone number or e mail address (if applicable).