

Welcome to your Bath Building
Society Account



# We're different because you are

As a local Building Society, we see all our Members as individuals rather than numbers.

We always endeavour to provide our Members with attractive savings rates and we regularly appear in the best buy tables.

So, it's little surprise that the Society is attracting new savers and growing steadily at this time, and we hope that you'll be tempted to invest in a thriving local Society with its feet firmly on the ground and its heart in the community.

We offer mortgages and savings and we are passionate about giving our Members something special, something they find difficult to get elsewhere.

Many of us have worked in larger companies and understand from personal experience the difficulties that big companies have in really giving customers the kind of service they want.

Because we are small, we don't do things like the large financial institutions:

- We don't have call centres
- You have access to the decision makers
- We can offer much more flexibility in the way that we meet individual Members' needs
- We still offer personal service in a world that is becoming more impersonal. That's why "We're different because you are".

Bath Building Society can trace its origins back to 1904. Originally a Friendly Society which used Members' investments to buy property to rent, it became a Building Society in the 1950s, lending money for people in the city to buy their own homes.

We have two Branches in Bath and a list of our Agencies can be found in these Terms and Conditions, but if you want to deal with our Head Office staff also in Bath via our website, telephone, webchat, email or by post then that's fine too.

**Kevin Gray**Chief Executive







Protected

# Your choice of accounts

Whether you are saving for the long or short term, for your retirement, or for your children, we can help.

At Bath Building Society you will find the right savings account for your needs; whether you are saving for a rainy day, your first home or planning the perfect wedding, putting something away for university fees, or simply saving for that "once in a lifetime" experience.

General savings accounts

Our range of accounts includes an Instant Access account which is ideal for saving for day-to-day expenses and unexpected bills. We also have a 60 Day Notice account which pays a higher interest rate if you are able to give us notice of your intention to withdraw.

#### Tax Free accounts

Instant ISA – This account ensures that you won't have to pay tax on your hard earned interest, but your savings are there when you need them. It benefits from a variable rate of interest and the flexibility to top up your savings whenever you want, subject to the maximum limit in each year.

We also have a Junior ISA account available for children and young adults under the age of 18 which is ideal for long term saving.

#### **Fixed Rate Bonds**

If you are happy to lock your money away for a fixed period we do, from time to time, offer a range of savings accounts with a fixed rate of interest until your account matures. Ask in our Branches or contact our Customer Service Department on 01225 423271. The best way to ensure that you will find out about our best rates is to give us your email address.

#### Regular Savers

There are three accounts in this range, The Regular Saver account is suitable for customers who are looking to regularly save and will rarely need access to the account. Homestart is for 18-34 year olds looking to save for their first home with a competitive interest rate, no arrangement fees on a Bath Building Society mortgage and £500 cash back. You will also be required to have a minimum opening balance of £50 and £50-£250 needs to be deposited each month. And the 16-25 year old

Regular Saver allows young people to commit to saving between £10 and £50 each month.

#### Junior accounts

As well as the Junior ISA we have a Junior Saver account, ideal for encouraging children up to the age of 18 to get in the savings habit and teach them about the value of money. Putting a little away every month might help your child's savings grow. We have a 16-25 Regular Saver account helping young people save for the future.

#### **Business and Professional accounts**

We don't offer current accounts but we have a wide range of business and professional savings accounts for sole traders, partnerships, limited companies and registered charities.

We do also offer Pension accounts for Self Invested Personal Pensions (SIPP) and Small Self Administered Schemes (SSAS) and can offer easy access and fixed term savings for UK based Trust Funds.

For more details on these types of accounts please contact our Customer Service Department on 01225 423271 or book an appointment via our website.

Please refer to our website for full terms and conditions.
Our product range will change from time to time.
For the latest information, please visit our website,
www.bathbuildingsociety.co.uk

#### **Definitions in these Terms and Conditions**

"The Society", "we", "us" and "our" refer to Bath Building Society; "You" and "your" refer to holders of savings accounts.

#### How to contact us

You can email us at savings@bibs.co.uk Webchat through our website

#### www.bathbuildingsociety.co.uk

Contact us by phone on 01225 423271

or send a letter to: Bath Building Society, 15 Queen Square, Bath BA1 2HN. You can also pop into one of our Branches or Agencies where one of our friendly staff members will be able to assist you.

#### How we'll contact you

We'll contact you via email, phone or in writing to your correspondence address. Please let us know if any of these change. All communications will be in plain English.

#### The FSCS

Eligible depositors are covered by the Financial Services Compensation Scheme (FSCS). Please see the FSCS Information and Exclusions sheet for full details.

#### You agree to us using your information

By accepting these terms, you agree to us using your information to make and receive payments on your account. If you're no longer happy for us to use this information we'll have to close your account, but we may keep your personal data and use it where we have lawful grounds to do so; i.e. any records we need to keep for regulatory reasons (for full details about how we use your personal data, please see the GDPR privacy notice on our website).

#### How to make a complaint

If you have a complaint, please contact us and we'll do our best to fix the problem as quickly as possible. If you're still not happy, you may be able to refer the matter to the Financial Ombudsman Service. For more information visit their website: www.financial-ombudsman.org.uk

#### Membership

As a Savings account holder, you become a Member of the Society providing your account has a minimum balance of £1. You are not a member if the account is a deposit account, or the account becomes overdrawn. We are a mutual organisation and that means that the organisation is

owned by, and run for, the benefit of you; its Members, rather than being owned and controlled by outside investors.

As a Member of the Society, you are entitled to voting rights to the election and re-election of Directors for the Society, to receive the Directors' Report, Annual accounts and Annual Business Statement for the previous year end, to consider an Ordinary Resolution to appoint an Auditor for the Society and to consider an Ordinary Resolution to approve the Directors' Remuneration Report providing the following criteria are met:

- **1.** You have minimum balance of £100 as at 31st December the previous year;
- You are named as applicant 1 on the account application;
- 3. You are over the age of 18.

#### Agreement to Assign Windfalls to Charity

New savings Members are subject to the Society's Charitable Assignment Scheme. We require that, when you open an account, you agree to assign to charity any windfall benefits to which you might become entitled on any conversion or takeover.

- A windfall benefit is a benefit which a person has the right to receive as a shareholding Member of the Society, under the terms of any future transfer of the Society's business to a successor (i.e. on conversion or takeover).
- The charity means the Charities Aid Foundation or, if it is any time no longer a registered charity, any other charity or charities selected by it to receive assignments of windfall benefits.
- The successor is any company or other corporate body to which the Society transfers its business under section 97 of the Building Societies Act 1986 or under any provision that amends or replaces it.
- You are an exempt customer if
  - a) you have been a Member of the Society continuously for five years on conversion announcement and have therefore already entered into an agreement with the Society binding you to the terms; or
  - b) you belong, in respect of the account to one of the groups of other people who, in the Society's opinion, do not need to be asked to agree to the current terms. A list of these groups is available from the Society at any time. The Society may alter the number and

- composition of the groups from time to time, but no alteration will apply retrospectively.
- A list setting out the conditions that determine whether, and to what extent, any benefit may be kept is available from the Society at any time. These conditions may be altered by the Society from time to time, but no alteration will apply retrospectively.
- Where there are joint applicants, the Agreement to Assign Windfalls to Charity section applies to each of you separately.

#### Opening an account

Our accounts are only available to individuals permanently resident in the UK, but from time to time we have some restrictions on the availability on some of these accounts. We will require proof of identity and address before an account is opened. Full details of acceptable proof is available on our website <a href="https://www.bathbuildingsociety.co.uk">www.bathbuildingsociety.co.uk</a>. If we are not able to open an account for you, we will return your money to you.

You can now open selected accounts through our online facility. All you need to do is click on your chosen account and click 'apply now'. You will need a valid email address and mobile phone. We shouldn't need proof of address or identity as this is all completed through the online application process, however in some circumstances we may need you to provide further identification if we can't identify you through this channel.

Once you have opened an account, you have 14 days from receiving your welcome pack to change your mind. Providing we have been notified within this 14 day period, we will give you back your money (if it has cleared) together with any interest it may have earned. If you do not exercise your right to change your mind, you will continue to be bound by these Terms and Conditions and any special conditions that apply to the particular account.

#### Identification for individuals

If you are over 18, our preferred way of identifying you is through an electronic identity verification service. In the unlikely event that we cannot verify your identity in this way, we will let you know what documents you can provide instead. If you are under 18, we will need to see a copy of your original birth certificate or your passport (if you have one). If you cannot provide either, please contact us so we can discuss alternatives ways of verifying your identity. However, if you are opening a Junior ISA we will not need to verify your identity until you reach age 18.

#### Account details

The address that you provide on the application form will be the address we will use for all correspondence for you and will remain the registered address until you tell us otherwise.

Please notify us of any change in address, telephone number or email address. All notifications must be in writing or via Bath Online. Your account will have a unique number. Please quote this in all correspondence.

#### Minimum and maximum account balances

The minimum and maximum account balances are stated within the Terms and Conditions of each individual account. We reserve the right to close the account if the amount is below the minimum amount. We will give you 30 days' notice before this is actioned, during which time you can pay money into the account to bring the balance to the minimum.

#### Paying money into your account

You can pay money into your account at any of our Branches during our working hours, which are 09.00-17.00 hours every weekday except Wednesday when we open at 09.30 hours, we are also open on a Saturday from 09.00-13.00 hours. Or alternatively, via a bank transfer or post. For security reasons, we do not accept cash sent by post. You can also use our Agency network, however please note that these have restricted access (see our website www.bathbuildingsociety.co.uk for full details). As a smaller organisation, Bath Building Society does not have its own sort code. Instead, we use our friends at NatWest. This means that if you send funds electronically to your Bath Building Society account, you need to use our NatWest Account Name: Bath Investment & Building Society, sort code: 62-30-45 and account number 00000000.

You must quote your Bath Building Society reference number which starts with a 4 so that the funds can be deposited in the correct account.

#### Example:

If your Bath Building Society account number was 43219876 and you wanted to send funds electronically to this account you would need to quote the following details:

Sort code: 62-30-45

Account number: 00000000 Reference number: 43219876

If you are arranging for money to be paid into your account by bank transfer, it is your responsibility to ensure that the account details are provided correctly. If these details are not quoted correctly then the payment will be returned to the originator.

You can pay money into your account by standing order (you will need to arrange this with your bank). We cannot set up standing orders or direct debits out of your account. Cheques to the Society must be made out to the name of the account holder so that it is clear who the money is intended for.

Money paid into your account by cash or electronic transfer will be made available immediately after we receive it. Any sums outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day.

#### Interest

Details of the interest rate for your account will be provided when the account is opened. This information is also available:

- On our website www.bathbuildingsociety.co.uk
- On the specific Key Product Information sheet;
- By asking our Branch, Head Office or Agency staff. We calculate interest on a sum deposited in cash or

electronic transfer the day we receive it (unless received outside our normal working hours) and calculate interest on a sum withdrawn up to and including the day before you make the withdrawal.

You can choose to have interest added to the account, another account within the Society or paid into your bank account. We may change our interest rates to respond to changes in the Bank of England base rate or changes in law. We may also make changes to meet relevant regulatory requirements, or to respond to adjustments to codes of practice or alterations in our costs.

In the case of an increase in interest rates, we will tell you about it by placing notices in our Branches and Agencies and on our website www.bathbuildingsociety.co.uk. Where there is a reduction on interest rates, we will give you written notification of the change at least 30 days before it comes into effect.

#### **Account charges**

We hate hidden charges and do not apply fees for the day-to-day running of your account. However, there may

be occasions where we will need to charge you. For a full list of our Tariff of Charges, please visit our website at www.bathbuildingsociety.co.uk

If we change our charges, it will only be because we need to. Such reasons may include:

- To respond to changes in our costs;
- To respond to changes in the law or decisions of the court or Ombudsman of the court or Ombudsman;
- To meet regulatory requirements;
- To respond to changes or new codes of practice within the industry designed to enhance customer protection.

If we introduce or increase a charge relating to the day-to-day running of your account, we will give you at least 30 days' written notice before the change comes into effect.

#### Withdrawals

Bath Building Society only offers savings accounts.

Our products are not Payment Accounts for the purposes of the Payment Services Regulations 2017.

Withdrawals may be made during normal business hours on working days, subject to the Terms and Conditions of your account and our Branch and Agency withdrawal limits. Details of these can be found on our website www.bathbuildingsociety.co.uk. No withdrawals will be allowed if it would cause the account to be overdrawn and a passbook must be presented for Branch and Agency transactions.

You can help prevent misuse of your account by:

- Taking care of your passbook and other account information and letting us know as soon as possible if your passbook is lost. The best way to let us know is by telephoning us on 01225 423271;
- Letting us know as soon as possible of any change in your name, address, telephone number or email address (if this is how we communicate with you), or if you do not receive any information that you were expecting to receive from us;
- Checking your account regularly on Bath Online;
- Taking care when getting rid of information about your account (people who commit fraud use many methods such as "bin raiding" to get this type of information and you should take simple steps such as shredding printed material);
- Co-operating with us (or the police) in investigating transactions and;
- Never giving your account details or security information to anyone unless you know who they are and why they need them.

For your security, Bath Building Society will only send a limited amount of money electronically to a third party. These payments must be a minimum of £50 and a maximum of £250. Any electronic payments greater than this can only be sent to a nominated account in the same name as the account holder.

To protect you, we may refuse a withdrawal if we are not satisfied that we have the correct authority for the withdrawal, in accordance with the mandate provided. In order to make the withdrawal we will require one of the following:

- A signed withdrawal form;
- A signed letter of authority;
- An instruction by email as long as we hold a signed email authority form;
- An instruction through an online secure message. We can restrict at any time the amount which can be withdrawn from an account. We will only do this if:
- We have reasonable suspicion of fraud;
- We are required to do so by law, regulation or court order;
- There is a dispute about the ownership or entitlement to the money in the account;
- Circumstances beyond our reasonable control (such as terrorist threat, computer systems failure or strike);
- Circumstances which lead us to reasonably believe our financial stability is under threat.

If you have withdrawn a cheque in favour of someone other than yourself, we will not stop the cheque unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.

#### **Uncleared funds**

We will allow withdrawals against a cheque six working days after it has been deposited with us, provided that we have not received notice that it has not been cleared.

#### Closing your account

We hope you wouldn't want to, but you can close your account at any time subject to any special conditions and to normal administration requirements. We can close or part close your account at any time without giving any reason, but (except in exceptional circumstances):

- 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;
- We will not close your account, or threaten to do so, as a response to a valid complaint.

Exceptional circumstances include:

- You have deliberately given us false information in relation to your account;
- You were not entitled to open the account;
- We receive information that you have been declared bankrupt;
- The contract between us is void or unenforceable by law;
- We have a legal obligation to close the account. Early withdrawal penalties will be waived on the closure of an account following the death of a Member.

#### Joint accounts

For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. Where one account holder dies, we will, on receipt of the death certificate, treat the surviving holder(s) as being entitled to the account.

Withdrawals and account changes on a joint account need the signature of all account holders, unless all of them have authorised us to accept the signature of any one or a combination of them. If we have authorisation, then any account holders can withdraw all of the money in the account.

If we have reason to think that there is a dispute between account holders we may require the signatures of all account holders despite any authorisation that has been given to us previously.

We may freeze the account if we have reason to think that there is a dispute in relation to the money in the account.

The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.

#### Unclaimed balances/dormant accounts

An account becomes dormant if you have not withdrawn or deposited any funds in the last five years. When you re-activate a dormant account we will ask you for personal identification and address verification, we may also undertake a Credit Reference Agency check to confirm your address. An account will not be regarded as dormant whilst there are standing orders or electronic payment transactions.

We may close your account in the following circumstances:

- You cannot be traced after reasonable enquiry, and for a period of seven years (where the amount in the account is less than £10) no money is paid into, or withdrawn from your account.
- After 15 years, Bath Building Society reserves the right to use any unclaimed balances for charitable causes.

However, if you contact us at a later date and provide satisfactory proof of identification, we will re-open the account and credit the amount we owe you in respect of the account.

#### Account documents

Although you will be able to view your accounts through Bath Online if you are 13 or over and register for it, we will issue you with a passbook, certificate or other similar document relating to your account.

We can issue a replacement for lost or stolen documents but this may be subject to payment of a charge in certain conditions.

To protect you, please ensure that you tell us in person at one of our Branches, Agencies or by telephoning us on 01225 423271 as soon as you discover your passbook has been lost or stolen. 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. You will not be liable for any withdrawals after you have told us of the loss, theft or unauthorised use of your account, unless you have acted fraudulently.

#### **Changing these conditions**

We can make changes to our charges, interest rates, or the terms of this agreement from time to time.

This includes introducing new charges or rates and charging in a different way. We may make these changes, including fees we charge, because of changes to:

- Law, regulation, industry codes or Financial Ombudsman, court or regulator decisions;
- The way we run our business;
- The cost of providing your account and running our business, for example a change in our cost of funding, technology (including our systems) and service costs;
- The banking or financial services system;

 We can make favourable changes to these terms and charges for any reason. We can also make proportionate changes for any other balanced and valid reason that impacts Bath Building Society or your account.

A change in your favour may be made immediately and without prior notice. We will tell you about the change within 30 days.

A change which is to your disadvantage will be effective only after at least 30 days' written notice is given to you. If we give you notice about a change which isn't in your favour, then for a period of 60 days from the date of the notice you have the right to switch the account or close it without having to lose any interest or pay any additional charges.

#### Matters beyond our control

We will not be liable to you if we are unable to provide any service in connection with your account because of exceptional and unforeseeable circumstances such as pandemics, strikes, power failures or other causes beyond our control.

#### Set off

We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. We will notify you if we do this. No interest will be earned on money used in this way.

#### Law

These conditions are governed by the laws of England and Wales.

### Branches

**Bath** – Telephone: 01225 330837 3 Wood Street, Bath BA1 2JQ

Oldfield Park - Telephone: 01225 445271

12/13 Moorland Road, Oldfield Park, Bath BA2 3PL

# Agencies

Ilminster - Telephone: 01460 53095

Harper Dolman & West, 20 East Street, Ilminster TA19 0AJ

Midsomer Norton – Telephone: 01761 412980

Waterhouse Financial Advisers, 23 High Street, Midsomer Norton BA3 2DR

Shaftesbury – Telephone: 01747 852301

Chaffers Estate Agents, 48 High Street, Shaftesbury SP7 8AA

South Petherton – Telephone: 01460 240000

Hamdon Financial Services, 36 St James Street, South Petherton TA13 5BW

Staple Hill - Telephone: 0117 957 5008

Mark Richard Insurance, 141 High Street, Staple Hill, Bristol BS16 5HQ

Wellington – Telephone: 01823 663174

MJC Financial Planning, 22 South Street, Wellington TA21 8NS

# We're different because you are

**Head Office** 

15 Queen Square, Bath BA1 2HN

Telephone

01225 423271

**Email** 

savings@bibs.co.uk

Web

www.bathbuildingsociety.co.uk

Telephone calls may be recorded to help the Society to maintain high standards of service delivery.

Bath Investment & Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Registration Number 206026.

Thank you for choosing Bath Building Society

