

## Terms and Conditions

Darlington Building Society strives to create a feeling of pride amongst its staff, members, and local communities.

Our focus is to be a regional building society dedicated to making a difference to the communities we serve. We are passionate about sharing our knowledge, expertise, physical and online resources for mutual benefit.

As a member-driven building society with no shareholders, we aim to build on our reputation as the approachable expert by providing a range of mortgages, and savings accounts delivered with a quality of service we can all be proud of.

These Terms and Conditions apply to all accounts with the Society unless they are inconsistent with Special Conditions for particular accounts (in which case those Special Conditions will apply). The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your accounts. When you sign the application form you agree to both these Conditions and any Special Conditions.

The account is for personal use and not for business unless it is one of our special accounts for organisations (see the Special Conditions for your account).

You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at our Head Office, asking in person at one of our branches or looking on our website

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### 1 You and your relationship with Darlington Building Society

#### 1.1 Opening and account with us

To open an account with the Society, you must be resident in the United Kingdom, and you will normally need to let us have:

- a completed application form;
- at least the minimum investment amount for the type of account;
- a completed self-certification declaration for an individual; and
- proof of your identity and your address.

If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from any relevant authority.

Please note that we can refuse to open an account without giving any reason. There will not be any agreement between us until we have opened an account. Our accounts are only available for personal use, not for business use.

Accounts must be held in the name(s) of individuals only and cannot be held in the names of companies, other incorporated bodies, unincorporated organisations, partnerships, or clubs.

We will treat the account holder(s) as the owner(s) of the money in the account. If you want to open an account as a trustee, or hold it on trust for someone else, you must talk to us first. You are not permitted to hold money in the account in trust for someone else unless we agreed this with you when you opened the account. Where we have consented to have an account operated by a trustee, an age limit will apply to the beneficiary of the account.

If another person tries to tell us that the money in the account belongs to them, or that you owe money to them, we will not give them any money unless:

- i. the law requires us to (for example, we are compelled to do so under a court order), or
- ii. we are informed that a payment has been made to your account by mistake and we follow the process set out in the 'Mistaken and delayed payments' section.

As a building society we are required to prevent money laundering and other financial crime. This means we have to carry out checks, including identification and verification checks, when dealing with customers undertaking financial transactions.

When you open a new account, in most circumstances we will attempt to verify your identity electronically by matching personal details you have provided to us, against a range of publicly available records and credit records. Occasionally, we may not be able to match your identity so we will ask to see paper documents.

In order to help us with this process we will ask you to bring in a proof of name and a proof of address when you want to open a new account. Please see our website for further information on acceptable ID documents: <https://www.darlington.co.uk/savings-accounts/savings-help/>

In order to process your application for an account, we will perform credit and identity checks on you with 1 or more credit reference agencies. We may also make periodic searches at credit reference agencies to manage your account with us. To do this, we will supply your personal information to credit reference agencies, and they will give us information about you. For more information about this, (including details of the identities of the credit reference agencies, their role as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with them), please visit our website: [www.darlington.co.uk/privacy](http://www.darlington.co.uk/privacy).

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### 1.2 What if I change my mind?

If you change your mind about opening an account and tell us within 14 days of opening it, we will give you your money back subject to the following provisions:

- Cooling-off periods do not apply when opening fixed rate accounts (other than fixed rate cash deposit ISAs).
- Cheques must be cleared before your money can be returned.
- Based on calendar days.
- The latest date to tell us is the 15th day from the date you opened your account.
- You must tell us in writing, either by emailing us at [savings@darlington.co.uk](mailto:savings@darlington.co.uk) or writing to us at our head office address. We will treat the posting date as the date you tell us.
- Interest will be paid in accordance with the 'Interest' section.

If you do not exercise your right to change your mind, you will continue to be bound by the Conditions.

### Being a member of the Society

If these Conditions apply to your account, you will be a member of the Society and therefore our Memorandum & Rules will apply to you. However, these Conditions, or any relevant Special Conditions for a particular account, will override the Memorandum & Rules in the case of any inconsistency. A copy of the Memorandum & Rules is available on request at any of our branches or on our website.

Unless you were a member on 1st February 2000 and have been continuously since then, our charitable assignment scheme applies to you, and you will agree to be part of the scheme when you sign your completed application form to open your account. If you would like information about the scheme, ask us in branch or view it online: [www.darlington.co.uk/aboutus/inside-the-society/charitable-assignment-scheme](http://www.darlington.co.uk/aboutus/inside-the-society/charitable-assignment-scheme)

If your Account balance drops below £100, then unless we have consented to this, you will stop being a member in respect of the account until the Account balance is £100 or more.

### 1.3 Joint accounts

Unless the Special Conditions for a particular account specify otherwise, accounts can be opened in the names of 2 or more people (up to a maximum of 4).

Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than 1 name. The liability of joint account holders is joint and several. This means that each of you is responsible for all of the liabilities and responsibilities that arise for an account holder, not just a part or a proportion of them. Each of you is also fully responsible for using and managing the account.

If an account is held in more than 1 person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation. In addition, any correspondence relating to the account will be sent to the address of the first-named account holder only. For these reasons, you should decide carefully who should be named first.

You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.

We will treat all account holders as having the right to all of the money in the account. You decide how the money in the joint account is divided or owned between you.

Where an account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as owning all the money in the account. The other terms of the account will remain unchanged.

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Withdrawals and other transactions on a joint account need the signatures of all account holders unless all of them have authorised us to accept the signature of any 1 of them or (if there are more than 2 holders) any combination of them. If we have this authorisation, then any of the account holders can withdraw all of the money in the account.

Any authorisation given under the Condition above can be stopped by any account holder. However, we will need up to 5 days' notice to put this into effect.

If we are told that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders for any further withdrawals or changes, despite any authorisation that has been given to us previously under the Conditions above.

We may (in accordance with the section 'Stopping money being paid into or being taken out of your account') freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.

If there is a relationship between the account holders which ceases, you will all need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account may be permitted on a single signature.

Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy of this is available on request.

### 1.4 Your personal details

The address that you provide in the application form for the account will be the registered address for you and will remain the registered address for you until it is changed in our records.

It is your responsibility to notify us of any change of address, which you must do in writing. You should also notify us of any change of name, telephone number and email address (if you have told us you want to be contacted in this way).

If we ask you for it, you agree to produce evidence of any new name, address or nominated account. If your account has a Passbook, you must send or produce it to us so that we can note any change of name.

You agree to provide us with specimen signatures if we ask for them.

If you have more than 1 account with us, you must make sure that the address we have for you is the same in respect of each account.

Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying in or withdrawing money.

If we are satisfied that you cannot look after your finances any longer, we will allow your account to be operated by anyone who has a legal right to do so.

## 2 How to use your account

### 2.1 Paying money into your account

The table set out below shows the different ways that you can pay money into your Society accounts. Some accounts do not allow you to use all of these methods to pay in – please ask us if you are unsure.

Method payment in	When money can be paid in	When transaction takes place/money is available
<b>Cash</b> Over the counter in a branch	During our normal opening hours	We add the money to your account balance immediately. #

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<b>Cheque</b> Over the counter in a branch	During our normal opening hours	We add the money to your account balance immediately. *#
<b>Cheque</b> Posted to us	We receive posted cheques during our normal opening hours	We normally add the amount to your account balance on the same day we receive it, or on the next business banking day. *#
<b>Internal transfer</b> (between Society accounts)	Anytime – the money goes into the account the moment that you instruct the transfer	We normally add the amount to your account balance immediately. #
<b>Electronic transfers, including Standing Orders**</b> (from an account with another bank/building society)	Anytime – we receive the money on the calendar day that it is sent from the sending bank.	We add the amount to your account balance on the same day that we receive it. #

\* When the cheque has cleared, the amount will show in your Available Balance. For more information about cheques, including clearance times, see Conditions below, call us, or ask us at any branch. Business banking days are Monday to Friday, excluding public holidays.

# We generally calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it. Any sums received by us outside normal opening 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. We generally calculate interest on a sum deposited by cheque from the day we add it to your Account balance.

\*\*When paying in by electronic transfer, you will need to quote our sort code and account number, which are available on our website: <http://www.darlington.co.uk/savings/support-tools/payment-details> using your own building society account number as the reference. If these payment details are not quoted correctly, the money will be returned to the originating bank. We will not be responsible to you for any losses you suffer in these circumstances.

Money may also be paid into your account electronically by International Money Order. When paying money into your account by International Money Order you must also quote our IBAN number. This is available from us by telephone on 01325 366366, by asking at our Head Office or any of our branches.

When paying in cash, you will need to produce your Passbook and provide us with your account number.

For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.

You cannot pay money into your account in a currency other than Sterling (£) unless you receive money in a foreign currency into your account by way of an International Money Order (see the next Condition for details about this).

If you receive money into your account by way of an International Money Order in a foreign currency, we will change the amount of the payment into Sterling (£) on the date that we receive it into your account. The exchange rate we will use is the wholesale exchange rate used by our clearing bank on the date we receive the payment.

If you wish to pay money into your account by Standing Order you will need to set this up directly with your bank. We cannot accept payments by Direct Debit.

When you pay a cheque into your account, it first appears in your Account balance and starts to earn interest immediately. But it takes more time before you can withdraw the money from a cheque. When the cheque is available for withdrawal it will show in the Available Balance for your account. The 'Cheque Central Clearing Cycle' normally takes 3 business banking days\*. However, because we're not a

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clearing bank, after you've paid in a cheque, we need 6 business banking days before the funds are available for withdrawal.

There are industry minimum standards which provide you with a certainty that a cheque paid into your account is yours after 6 days ('certainty of fate'). Using the example below, the end of Wednesday (day 6) is the last day that a cheque paid into your account could be debited from your account without your permission. There may be certain legal, or other limited circumstances, where these standards cannot be applied and where payment or non-payment of a credited cheque may be delayed or even prevented. Below is an example of how the Cheque Clearing Cycle works.

If a cheque is deposited on a Tuesday, it will be available for withdrawal on the following Wednesday at 9:00am.

<b>Pay in Cheque (start earning interest)</b>
<b>Tuesday</b> <b>Day: 0</b>
<b>Cheque processed</b>
<b>Wednesday, Thursday, Friday, Monday, Tuesday</b> <b>Day: 1, 2, 3, 4, 5</b>
<b>Withdraw money</b>
<b>Wednesday at 9.00am</b> <b>Day 6</b>
<b>Certainty of fate</b>
<b>End of Wednesday</b> <b>Day: 6</b> <i>*business banking days are Monday to Friday, excluding bank holidays.</i>

Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for. You should note that cheques normally become out of date after 6 months.

### Mistaken payments into your account

If a bank or building society tells us that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. We will deduct the amount of the mistaken payment from your account. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.

## 2.2 Withdrawals

The table in the 'Making withdrawals' section sets out the different ways that you can take money out of your account, when we must receive your instruction, when the withdrawal transaction takes place and if and when you can cancel a payment. Our withdrawal limits are set out in our 'Current Interest Rates' leaflet.

How and when you can withdraw will also depend on the account you have. See the Special Conditions for your account.

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Your account must never be overdrawn (but if it does go overdrawn, you will need to pay back this amount to us immediately). You can only make withdrawals if you have enough money in your Available Balance. We may refuse to make a payment if you do not have enough in your available balance, and you might have to pay a charge (see the 'Account charges' section about this). If the withdrawal is an electronic payment, you must have enough in your Available Balance by no later than 3:00pm on the day that the payment is due to be made.

To make or to cancel a withdrawal or a payment you must give us these details:

- your account number;
- the amount of the withdrawal or payment;
- the date the withdrawal or payment is to be made; and
- the name of the person or organisation that you are paying.

If you are making or cancelling a transfer or a regular payment you must also give us:

- sort code, account number, and reference, if there is one, for the person or organisation you are paying, or
- tell us that the transfer or regular payment is to your nominated account.

We may also ask you for further information in order to comply with our legal and regulatory obligations and/or we may ask you to give or show us your Passbook or provide us with your other Security Details. You are responsible for anything you lose if you provide the wrong information to us (for example, the wrong sort code, account number or payment reference) for a payment that you ask us to make. If you realise that you have made a mistake, you should tell us as soon as possible.

If you give notice to make a withdrawal, you must make the withdrawal within 5 days after the due date. Otherwise, you will have to give us the required period of notice again.

When an electronic payment transaction debits your account, we will provide the following information to the intended payee so that they can easily identify where the funds have come from:

- a reference enabling the payee to identify the electronic payment, its source and any information which has been sent with the payment;
- the amount of the payment; and
- the credit value date.

Please also note that generally:

- We will not send cheques to third parties by post.
- We do not permit withdrawals to be made by Direct Debit or Standing Order.
- We do not allow payments to be made to overseas accounts.
- Payments can only be made in pounds (£) Sterling.

### Nominated accounts

You are permitted to have 1 nominated account for all accounts that you hold with the Society. Your nominated account must be a UK personal bank account in your name and can be used for withdrawals, subject to any Special Conditions of your account. You should make sure that your nominated account is able to receive electronic payments (for example, Faster Payments, CHAPS and BACS payments) as all transfers made by us to your nominated account are made electronically (for more information about making electronic withdrawals see the 'Making withdrawals' table).

You can ask us to change your nominated account via Darlingtononline or by coming into a branch however, the change will take up to 5 working days to take effect. We may ask you to produce proof of your new nominated account. We will be unable to accept instructions for payments to be made to the new nominated account until this time period has elapsed however, you may continue to make payments to your original nominated account during this time.

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### CHAPS

CHAPS payments can only be sent to a verified account in your name. There is a £25 charge for the CHAPS service.

### Making withdrawals

Method of withdrawal	When must we receive your instruction?	When does the money leave your account/reach recipient's account?	When can you cancel a payment?
<b>Cash</b> Withdrawn over the counter in a branch	During our normal opening hours	We take the amount off your account balance immediately.	You can't - because the payment happens immediately
<b>Cheque</b> Withdrawn over the counter in a branch	During our normal opening hours	We take the amount off your account balance immediately.	A cheque can't be stopped except if it's lost or stolen, or if we have clear evidence of fraud. Contact us to cancel a cheque
<b>Cheque</b> Requested by post	Anytime during our normal opening hours in a branch	We take the amount off your account balance on the same day we receive your instruction or on the next working day.	A cheque can't be stopped except if it's lost or stolen, or if we have clear evidence of fraud. Contact us to cancel a cheque
<b>Cheque</b> Requested via secure message for amounts >£25,000	Anytime		
<b>Internal transfer requested in a branch</b> (between Society accounts)	Anytime during our normal opening hours in a branch	Where the transfer has been requested before 3:00pm on a working day the funds are guaranteed to be taken from your Account balance and credited to the receiving account that same day.	These payments can't be cancelled
<b>Internal transfer requested via Darlingtonline</b> (between Society accounts)	Anytime		
<b>One-off electronic payment – by CHAPS* or Faster Payments to a nominated account requested in a branch or via Darlingtonline</b> (to an account with another UK bank/building society) <i>(Please note CHAPS is not available through Darlingtonline)</i>	By 3.00pm on the working day that you specify that you want the payment to be made.	We take the amount off your Account balance on the working day of your instruction, and the money goes into the receiving account that same day if sent by CHAPS We cannot guarantee same day transfers by faster payment.	These payments can't be cancelled

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<b>Future dated one-off electronic payments between Society accounts or to a nominated account requested in a branch.</b> (either to a different Society account or to an account with another UK bank/building society)	Anytime during our normal opening hours in a branch	Transfers between Society accounts: On the day you specify, we take the amount off your Account balance and the money goes into the receiving account that same day. Or, if it's a Saturday, Sunday, or Bank Holiday, on the next working day.	Can only be cancelled the day before it is to leave the account
<b>Future dated one-off electronic payments between Society accounts or to a nominated account requested via Darlingtonline</b>	Anytime		

If you follow the correct procedures to make the withdrawal, we may treat an instruction as coming from you without making further checks. S, but sometimes we may have to make further checks to help prevent, with a view to preventing financial crime. This includes, which include checking that the instruction has come from you before we make the withdrawal. Occasionally this may lead to your withdrawal being delayed and, in some circumstances, we may not be able to make the withdrawal, or we may need to close or prevent access to your account. We will always tell you if this is the case unless it would be unlawful to do so. We will not be responsible for any loss that results from this.

If:

- you lose your Passbook and
- at or about the same time you notify us of a change of address,

then for a period not longer than 7 days from the date we are told about this, we will not allow any further withdrawals from the account which are payable to anyone other than you. This is to protect you against possible identity fraud.

### 2.3 Stopping money being paid into or being taken out of your account

We may stop all activity or specific payments or withdrawals on your account if we reasonably suspect fraudulent or unlawful activity on your account. We may also refuse to carry out a withdrawal on your account if you are unable to make the withdrawal under your account terms as set out in the Special Conditions for your account if:

- we reasonably believe that you did not give us the instruction
- your instructions are unclear, incomplete or the details of the account you want it to go to are incorrect
- it might cause us to act contrary to the law, regulation, code of practice, court order or other duty which applies to us, or
- there is not enough money in your account, or we have been put on notice of a dispute or we have notified you that we intend to exercise our right of set off.

We will suspend or cancel your right to use your Security Details, passwords, login details for Darlingtonline at any time where:

- we suspect your security information is being used without your authorisation or fraudulently
- we have concerns relating to the security of the device you have used to request the payment, or
- any other factors outside of our, our agents' or subcontractors' control.

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Where we think that urgent action is unnecessary, we will give you at least 7 days' notice before we do this. In all other cases, we will do it without telling you first and will tell you immediately after. However, we can only tell you when it would not be unlawful to do so.

You will remain liable to make a payment even if we cannot take the money from your account due to it being closed or due to circumstances which were unusual or could not have been foreseen; which we were unable to control and despite all our efforts we could not have avoided their consequences. This includes; machine, data processing or transmission link failure; industrial dispute; circumstances exist which lead us reasonably to believe our financial stability is under threat (such as rumours cause actual or potential abnormal levels of cash withdrawals).

You can contact us to discuss any restriction in person at any of our branches, or by telephoning us.

### 2.4 Minimum and maximum account balances

The minimum and maximum amounts that can be held in any particular account are set out in the Special Conditions for that account.

We can close an account if the amount in it is below the minimum required for that account. We will tell you if we intend to do this, so that you have the opportunity to pay in more money to bring the balance up to the minimum amount before it is closed.

The overall maximum holding by any single person in respect of all Savings accounts held with the Society is £1,000,000.

## 3 Interest and Charges

### 3.1 Interest

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 our 'Current Interest Rates' leaflet for accounts which are open;
- in our 'Closed Interest Rates' leaflet for accounts which are closed to new customers and/or closed to deposits (sometimes these are referred to in our product literature as 'closed issue' accounts);
- in any Special Conditions for the account;
- on our website;
- by asking our staff at our branches; and
- by looking at notices in our branches.

On our accounts we generally:

- calculate interest on a sum withdrawn up to and including the day before you make the withdrawal, and
- give you the choice of having the interest added to the account, paid into another account with us, or paid into your nominated account. We pay interest gross.

However, this may vary depending on the type of account. You should check the Special Conditions for particular accounts. Further details of how and when interest is payable is contained in the Special Conditions relating to particular accounts.

If your Account balance is less than the minimum required for the account, you may not earn the advertised rate of interest. Instead, the money in your account may only earn our basic variable rate of interest until the balance returns to the same as or more than the minimum required amount again. In some instances, your account may be closed. See the section 'Closing your account and ending this agreement' for details of this.

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### 3.2 Account Charges

We do not make any charges relating to the normal day to day running of your account.

Where the charge does not relate to the normal day to day running of your account, we will tell you before we provide the additional product or services (except for charges in respect of unpaid cheques), or at any other time you ask. You can find our tariff of fees and charges for additional products or services on our website: <https://www.darlington.co.uk/savings/support-tools/fees-charges> or by asking for a copy of our 'Tariff of Fees and Charges for Savings accounts' leaflet at any of our branches.

Charges incurred will be debited to your account. We will notify you before we do this. If you do not have sufficient cleared funds in your account to pay charges the account will go overdrawn (and, if it does, you will need to pay the amount by which the account has gone overdrawn back to us immediately).

You may be responsible for other charges and taxes (for example, income tax on your interest).

## 4 Changing these Conditions

### 4.1 When can we make changes to interest rates, charges, and other terms?

We can change these Conditions and/or the Special Conditions for your account at any time. This includes changes to interest rates and charges. A change will always be appropriate and in proportion to the impact on us.

We can make a change to interest rates, charges, and terms:

- to respond to changes in the law, regulations, statements or codes of practice or industry guidance or decisions made by a court or ombudsman, or
- to respond to changes in how much it costs us to provide accounts, including our funding costs, if relevant.

If the Special Conditions for your account state the interest rate is variable, as well as the two reasons above, we can make a change to our interest rates:

- to respond to changes in the Bank of England Base Rate
- to respond to changes in interest rates generally in the retail banking market, or
- to maintain, increase or reduce margins between interest rates we pay our investors (savers or funds providers) and interest rates we charge our mortgage-holders. We change the margins to raise funds and to attract and keep investors (this is to maintain our financial strength).

As well as the two reasons above, we can change these Conditions or Special Conditions for your account (other than the interest rate or charges):

- to make the terms fairer or clearer
- to correct any mistakes where it's reasonable to do so
- to allow for new systems, services or benefits we introduce, or
- to respond to changes we need to make to our products and technology.

Except where your account is a fixed rate account, we can also make changes to interest rates and charges for any other reason that we reasonably believe to be fair and appropriate.

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### 4.2 How will we let you know about changes...

... to the interest rate?

The change is	Type of account	Notice provided	How we inform you	Can you close or switch the account without charge
in your favour or is neutral	Any	As soon as possible	Personal notice or Published notice	Yes, unless the Special Conditions say you cannot
to your disadvantage	Savings account (less than £100)	As soon as possible	Personal notice or Published notice	
	Savings account (more than £100)	At least 14 days before the change	Personal notice	Yes within 30 days of the notice
	Payment account	At least 2 months before the change	Personal notice	Yes, at any time before the change

...to these Conditions, any Special Conditions, or our charges

The change is	Type of account	Notice provided	How we inform you	Can you close or switch the account without charge
in your favour or is neutral	Savings account	No more than 30 days after we make the change	Personal notice or Published notice	Yes, unless the Special Conditions say you cannot
to your disadvantage	Savings account	At least 30 days before the change	Personal notice	Yes, at any time within 60 days after we notify you of the change
to do with electronic payments	Savings account	At least 2 months before the change	Personal notice	Yes, at any time before the change
any of the above	Payment account	At least 2 months before the change	Personal notice	Yes, at any time before the change

If we make a major change or a series of smaller changes over a year, we will send you a Personal Notice with a summary of the changes.

## 5 Account security and problems with payments

### 5.1 Keep your Passbook and Security Details safe

You must take reasonable steps to keep your Passbook and Security Details safe. If you do not, and someone takes money from your account without your permission, you could lose the money.

You must tell us as soon as possible if:

- you lose your Security Details or your Passbook, if they are stolen or otherwise not secure any longer
- you think someone else knows or might know your Security Details without your permission, or

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- you think that someone else has gained (or may have gained) access to your Security Details or your Passbook.

You can let us know in a branch or by calling us on 01325 366366 during our normal opening hours.

If you report your Security Details or Passbook as lost, stolen or no longer secure, you should not use them.

We may issue a replacement for lost or stolen documents, but this may be subject to payment of a charge and/or other Conditions. These Conditions may include:

- providing us with reasonable evidence of the loss or theft
- notifying, and co-operating with, the police, and/or
- restricting withdrawals from the account for 3 days from the date you notify us of the loss or theft.

We can stop the use of your Passbook, certificate, or other similar document if:

- you have notified us that, or we reasonably believe that your document has been lost, stolen, compromised, used without your authorisation, or used fraudulently
- we reasonably believe that we need to stop them to keep your account secure, or
- we are obliged to do so by law, regulation, a court order or the instructions of a regulator or an ombudsman.

Provided it would not be unlawful for us to do so, or it would not compromise our reasonable security measures we will tell you that we intend to stop the use of your document as soon as we can, and why. If for any reason we are unable to notify you before we stop or block their use, we will notify you as soon as possible afterwards.

We will allow the use of your document, or we will replace it, as soon as possible after the reasons for stopping its use no longer apply.

Your Passbook belongs to us. If we ask you to, you must return it to us.

You can help prevent misuse of your account in these ways:

- when you log into Darlingtononline, take care that no-one can see what you type in. Similarly, when you call us, make sure that no-one can overhear you
- taking care of your Passbook, Security Details and other account information and letting us know as soon as possible if an entry seems to be wrong, your Passbook is lost, or your Security Details are compromised
- letting us know as soon as possible, with supporting documentary evidence, 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
- 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
- never giving your account details or Security Details to anyone and following any reasonable instructions which we give you or publish on our website and which are intended to help keep your account safe.

### 5.2 Unauthorised payments from your account

You must authorise transactions on your account. A transaction is authorised by you when you instruct us to carry it out in accordance with the procedures set out in these Conditions and in the Special Conditions for your account.

A transaction is not properly authorised by you if:

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- we reasonably believe that there may be fraudulent activity on your account or other financial crime affecting your account
- there is a dispute (which we reasonably believe is genuine) about who owns or is entitled to the money in the account, or
- you cancel the payment within the available time period for cancellations.

If you have any reason to think that a transaction has occurred on your account without your authorisation, you must tell us as soon as possible and in any event within 13 months of the transaction. We are not obliged to investigate any unauthorised transaction or make any refund if you tell us more than 13 months after the date of the transaction.

If money is taken out of your account without you authorising it, this table shows how you may be responsible:

Situation	Will the payment be refunded?
If you've acted fraudulently	No, you're responsible for everything you lose
If you've: <ul style="list-style-type: none"> <li>• intentionally or extremely carelessly failed to take care of your Security Details or Passbook</li> <li>• not told us your Security Details or Passbook is lost or stolen</li> <li>• if you don't tell us that someone else used or tried to use your Security Details or Passbook</li> </ul>	You're responsible for everything you lose up to the time you let us know about the loss, theft, use or attempted use. We'll refund payments made after that.
In all other situations	You're responsible for £35 maximum, but we'll refund you the full amount if: <ul style="list-style-type: none"> <li>• you couldn't have known that your Passbook or Security Details were lost or stolen, or that someone tried to use them, or</li> <li>• the loss was caused by us or our employees</li> </ul>

If you notify us of an unauthorised payment transaction, and we are responsible for the loss, then we will refund the amount of the unauthorised payment to your account and we will restore your account to the state it would have been in had the unauthorised payment not been made. This means we will also reimburse you for any interest you have lost (or debit interest you have incurred) and any charges you have incurred as a result of the unauthorised payment. We will process your refund no later than the next working day after you contact us.

If we have reason to suspect you of fraud, we may investigate before giving you a refund. If we decide to investigate, we will inform you of this no later than the next working day after you contact us. You must co-operate with us and with the police if we need to involve them.

If we carry out an investigation and we determine that we do not have to refund you, we will inform you of this. Otherwise, we will refund the unauthorised payment to your account, and we will restore your account to the state it would have been in had the unauthorised payment not been made, as explained earlier in this section.

If we make a refund and discover that you did authorise the payment or are otherwise liable, we can reverse the refund and take the amount refunded from your account.

### 5.3 Mistaken and delayed payments

This Condition does not apply to payments made out of your account by cheque.

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If we fail to carry out a payment transaction, fail to process it on time (as set out in the 'Making Withdrawals' table) or we process it incorrectly, we will be liable to you as set out in the next Condition, unless:

- where you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details, we will not be liable if the transaction is not carried out correctly or is not carried out at all. In this case, we will make reasonable efforts to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. Where we are unable to recover the payment for you, if you write to us, we will provide you with all available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment
- where you fail to notify us when you become aware of the mistake, delay, or failure without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out
- where we can show that the payee's bank or building society received the correct payment and payee's details on time
- where we had reasonable grounds to delay processing your instructions, or
- where it was not possible for us to process your instructions due to matters beyond our control, as explained in the 'Matters beyond our control' section.

Subject to the other provisions of these Conditions, we are liable for losses due to a mistake, failure, or delay by us in processing a payment, or for unauthorised payments, but our liability will be limited to:

- the amount of such payment,
- the amount of any interest you should have received but did not receive, and/or
- any interest and charges you have to pay directly as a direct result of our mistake, failure, or delay.

We will not have any liability to you under the previous condition if any of the circumstances mentioned in the 'Matters beyond our control' section caused the delay or error.

### 5.4 Matters beyond our control

We will not be liable to you if we are unable to provide any service in connection with your account, or for any act or omission on our part in providing any such service, as a result of:

- abnormal and unforeseeable matters beyond our reasonable control, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary (such as strikes, power failures or other causes beyond our control), or
- our having to comply with any legal or regulatory requirement.

## 6 Other information about your account

### 6.1 Statements and how to check transactions on your account

You should check all transactions and your Passbook regularly. If you notice an entry which seems wrong, tell us as soon as possible so that we can investigate the matter.

Whenever you pay money into your account you can get the details of the transaction by logging into your account at Darlingtononline, by asking us to update your Passbook or asking us to send you a paper statement.

If money goes into your account in any month, but not out of it, we will not send you a statement.

Whenever you make an Electronic Payment out of your account, we will send you a payment notification in writing setting out the details of the payment within a month, unless:

- you have a Passbook, and you instruct the payment in branch. In that case, we will update your Passbook in the branch

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- you have an account which is accessible via Darlingtononline, or you have chosen to go paperless. Darlingtononline allows you to view and download details of historic transactions on your account (the Special Conditions of your account contain more details), or
- you have told us not to send you statements.

If the only money going out of your account since your last statement is a regular outgoing payment of interest, or a payment by cheque we will not provide a written statement or payment notification.

Information about payments (of any kind) into or out of your account can be provided on request at any time upon presenting your Passbook for updating, by accessing Darlingtononline (where the Special Conditions of your account provided that these apply) or by asking at a branch.

Replacement copies of statements or payment notifications can be provided on request. We may charge an amount to reflect our costs in producing copies and will notify you of this cost at the time of your request. Please refer to 'Account charges' section for more details.

### 6.2 Unclaimed balances and dormant accounts

We take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act 2008. If there has been no activity on your account for 15 years (or other period specified by law), we may transfer any money in your account to the unclaimed assets scheme. You'll still have the right to your money, and you can contact us at any time for information about how to get your money back, plus interest. If the type of account no longer exists, we will decide a suitable interest rate.

### 6.3 Set off

We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage or a guarantee) which is overdue for payment but has not been paid. This is known as our right of set off.

We will not use our right of set off in relation to money in your account if we have grounds to think that the money is needed to meet your essential living expenses or certain important payments. We won't use our right of set off if we know that someone else has a legal right to the money or if you have received the money from a government department, local authority, or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.

If we propose to use our right of set off in relation to your account, we will contact you at least 14 days beforehand to tell you this. We may during this 14-day period not allow any withdrawals from your account.

If we use our right of set off in relation to your account, we will contact you straight afterwards to tell you that we have done so and how much we took.

Once we have used our right of set off in relation to money in your account, that money will cease to be yours and you will not earn any interest on it.

### 6.4 Privacy Notice

Our Privacy Policy and Privacy Notice describe how we collect your information, how we use it and why. We may change the policy occasionally to keep it up to date. To view a current copy of either of them visit our website: [www.darlington.co.uk/privacy](http://www.darlington.co.uk/privacy) or ask us for a copy.

### 6.5 What happens if an account holder dies?

If an account is solely held by an individual who dies:

the money in the account will normally be paid to the person who is entitled to it under the deceased's will or the laws which apply if someone dies without leaving a will, but

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if the amount in the account is £15,000 or less (or a different amount if the government decides), our Rules (which follow the law governing building societies) allow us to pay the money to a person who gives us a formal declaration that they are legally entitled to it.

### 6.6 Taxes

Interest will be paid gross which means that it is paid to you without deduction of tax. You may have to pay tax on the interest you receive from us. In certain cases, HMRC is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid.

We share tax information about you. If we believe you're a tax resident overseas or are a US citizen, we have to give information to HMRC about you and your account(s) with us.

In line with international tax agreements, HMRC may then share your details with the tax authorities in the other country/countries. Please let us know if you become resident outside the UK and/or become a US citizen.

### 6.7 Notices and keeping in touch

How we communicate with you depends on the type of account you have. We can contact you about your account by Personal Notice or by Published Notice. The method we choose will be appropriate to your type of account or we'll agree it with you.

All communications between you and us will be in English.

You will be taken to have received any Personal Notice 48 hours after we have posted or sent it to you (not including weekends and bank holidays).

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 offices.

This will not make the notice invalid.

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

You can contact us by:

- visiting any of our branches;
- telephoning us on 01325 366366; or
- visiting our website: [www.darlington.co.uk](http://www.darlington.co.uk).

Please note that ways of contacting us may be restricted in relation to certain products. If so, this is mentioned in the Special Conditions of the particular account.

### Branch closures

If we plan to close or move your branch, we will tell you at least 12 weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

### 6.8 Closing your account and ending this agreement

You can close your account at any time unless any Special Conditions that apply to the particular account state otherwise. The Special Conditions for your account will describe any notice periods, charges or loss of interest which apply if you close it.

We can close your account at any time without giving any reason, but (except in exceptional circumstances):

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- we will give you at least two calendar months' notice, or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), if that is longer
- we will not use this right to repay a fixed rate investment before the fixed rate period expires, 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 may include:

- you have deliberately given us any false or inaccurate 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 Conditions, and do not put this right within a reasonable time of our asking you to do so
- you threaten, or are verbally or physically abusive towards, our staff
- we receive notification that you have been made bankrupt
- we reasonably suspect that your account is being used (or is intended to be used) for an illegal purpose, or
- we have a legal obligation to close the account.

For some accounts, we may close them if the Account balance drops below the minimum amount required. We may also close your account if it is dormant. For more information about dormant accounts see 'Unclaimed balances and dormant accounts' section.

If we close the account, we will contact you to tell you this and this agreement will end. The amount that we repay to you depends on any money that you may owe us as a charge or under our right to set off (see 'Set off' section). We may return any money to you by any means we consider reasonably appropriate.

If we close an account and repay your money to you, when we have sent the money, you will have no further right and will no longer be a Member of the Society in relation to the account which we have closed.

If we close an account which has a nil balance or less, any right or interest or membership ceases when the notice to close the account expires.

If you are looking after an account for someone who has died, get in touch and we'll explain what to do. When a sole account holder dies, any restrictions on taking money out which normally applies to an account will not apply to closing the account.

### 6.9 Law

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

### 6.10 Severance

If we cannot enforce any part of these Conditions or of the other contract terms about your investment, this will not affect our right to enforce the rest of these Conditions or other contract terms.

### 6.11 Complaints

We are committed to giving you first class service. However, if something goes wrong, please let us know in branch, by post or by emailing us at [complaints@darlington.co.uk](mailto:complaints@darlington.co.uk). You can also write to us at our head office address: Sentinel House, Morton Road, Darlington, DL1 4PT.

Our customer complaints procedure explains what we will do to try and resolve it as quickly as possible. You can obtain a copy of this on our website: <https://www.darlington.co.uk/member->

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[support/feedback-and-complaints/](#) or you can pick up a copy of it from any branch or call us and we will post a copy to you.

We will look into your complaint promptly and write to you with details of our findings and what we plan to do to put things right. If you are unhappy with the delay or our solution, you can refer the matter to the Financial Ombudsman Service. You must do this within 6 months of the date of our final response letter.

### Financial Ombudsman Service

We are members of the Financial Ombudsman Service. This provides an independent service to consider complaints against its members. The Ombudsman will only become involved in your complaint if you are not happy with our final response letter you can contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR or [www.financial-ombudsman.org.uk/](http://www.financial-ombudsman.org.uk/)

if your complaint relates to a payment service we have provided, you are also able to complain to the Financial Conduct Authority.

### Financial Services Compensation Scheme

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

For further information about the compensation provided by the FSCS, refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## 7 Glossary

**Account balance** is the total amount in your account and the amount you may withdraw (subject to the withdrawal limits which are set out in our 'Current Interest Rates' leaflet). It may be less than your Account balance if you have payments due to go out or you have paid in a cheque which has not yet cleared.

**Conditions** means our General Retail Savings Terms and Conditions – i.e., this document.

Darlingtonline is the web facility we offer where you can securely log in to view information about your account and, unless the Special Conditions for your account say otherwise, you can make payments to and from your account. Not all accounts have access to this.

**Direct Debit** is a way of transferring money electronically between accounts after a request from a bank or building society of the person or organisation receiving payment. These are managed in accordance with the UK Direct Debit Scheme ([www.directdebit.co.uk](http://www.directdebit.co.uk))

**Head Office** is our office at Sentinel House, Morton Road, Darlington, DL1 4PT.

**HMRC** means Her Majesty's Revenue & Customs.

**internal transfer** is a means of moving money between Society accounts.

**International Money Order** is the process for making electronic bank-to-bank payments from outside the United Kingdom.

**Member** means you are a member of the Society and have the right to vote at our Annual General Meeting.

**Memorandum & Rules** means the current Memorandum & Rules for the Society - you can get a copy at any time from one of our branches.

**Normal opening hours** means the opening hours which are specific to each branch. You can find more details on our website: [www.darlington.co.uk/branch-finder](http://www.darlington.co.uk/branch-finder).

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**Payment account** means an account that is designed to be used mainly for transactional banking, whether or not this term appears in the name of the account or in the Special Conditions for it. All our other accounts are savings accounts. This distinction is important because some of these Conditions only apply to payment accounts, and some only apply to savings accounts.

**Passbook** is the small booklet we provide for some accounts. We will use it to identify you and we will update it as a record of transactions on your account

**Personal notice** is a notice we give you individually, for example by letter, electronically (for example, by email or via secure message sent through Darlingtonline) or in statement messages or inserts.

**Published notice** is a notice we put in our branches, on our website and sometimes, in newspapers

**Security Details** means security devices or details including your memorable word, password, and Passbook. Not all accounts have these details. We can stop using one of these details and/or introduce new ones at any time.

A **set off** of your debt may occur when you owe us money and you don't repay us, even after we remind you. This means that we use the money that you have in your account with us or any interest we owe you to repay or to reduce the amount that you owe us.

**Society, we, us** and **our** mean or refer to Darlington Building Society and includes our successors and anyone to whom we transfer our rights in respect of an account

**Special Conditions** means any product specific Terms and Conditions for the account you hold.

**Standing Order** is a way of regularly transferring the same amount of money electronically between accounts under an instruction that you give to your bank or your building society.

**Working day** means a day other than a Saturday, Sunday, or bank holiday.

**You** and **your** means or refers to the account holder(s).

## Terms and Conditions

### Branch Contact Details

#### Barnard Castle

26 Market Place, Barnard Castle,  
DL12 8NB

P: 01833 631431

E: [bcastle@darlington.co.uk](mailto:bcastle@darlington.co.uk)

#### Bishop Auckland

Waverley House, 116 Newgate  
Street, Bishop Auckland, DL14  
7EN

P: 01388 604332

E: [bishop@darlington.co.uk](mailto:bishop@darlington.co.uk)

#### Darlington

8 Tubwell Row, Darlington, DL1  
1NX

P: 01325 380340

E: [tubwell@darlington.co.uk](mailto:tubwell@darlington.co.uk)

#### Guisborough

8 Westgate, Guisborough, TS14  
6BA

P: 01287 638092

E: [guisborough@darlington.co.uk](mailto:guisborough@darlington.co.uk)

#### Middlesbrough

47 Linthorpe Road,  
Middlesbrough, TS1 5BS

P: 01642 218961

E: [mboro@darlington.co.uk](mailto:mboro@darlington.co.uk)

#### Northallerton

124 High Street, Northallerton, DL7  
8PQ

P: 01609 779757

E: [northallerton@darlington.co.uk](mailto:northallerton@darlington.co.uk)

#### Redcar

Unit 1, Regent Walk, Redcar,  
TS10 3FB

P: 01642 483351

E: [redcar@darlington.co.uk](mailto:redcar@darlington.co.uk)

#### Stockton

21 High Street, Stockton-on-  
Tees, TS18 1SP

P: 01642 607441

E: [stockton@darlington.co.uk](mailto:stockton@darlington.co.uk)

#### Yarm

81 High Street, Yarm, TS15 9BG

P: 01642 789531

E: [yarm@darlington.co.uk](mailto:yarm@darlington.co.uk)

**Head office:** Sentinel House, Morton Road, Darlington, DL1 4PT

**Phone:** 01325 366366



Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Number 205895. We are a member of the Building Societies' Association.

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