

Terms & Conditions

Fixed rate business, trust & charity bond

These Terms & Conditions cover the fixed rate business, trust & charity bond with Cambridge & Counties Bank Limited.

Definitions

"Application"

means the application form which you provide to Us when opening your account.

"Banking Hours"

9am–5pm on a Working Day.

"Faster Payments"

means the "Faster Payments" payments service, details of which can be found at www.fasterpayments.org.uk

"Micro-enterprise"

Any enterprise which (a) employs fewer than 10 persons and (b) has a turnover or annual balance sheet that does not exceed €UR 2 million (or its equivalent).

"Nominated current account"

The account from which all withdrawals and deposits must be made to/from. This can be with any UK bank or building society and must be held in the same name as the organisation named in Your Application.

"Online savings service terms"

means Our online savings service terms (as amended from time to time). The current version of these can be found at www.ccbank.co.uk/onlinet&cs

"Organisation"

The organisation named within Your Application.

"Payment Instrument"

Any personalised device or personalised set of procedures agreed between You and Us to initiate an instruction or request by You to Us to make a payment.

"Privacy Notice"

means Our privacy notice. The current version of this can be found at www.ccbank.co.uk/privacy-notice

"Signatory"

means one of the people listed as a Signatory on Your Application (or any other person that We agree can be a Signatory on Your account).

"Summary Box"

The details of the account set out in Our latest Summary Box for the relevant fixed rate business bond.

"Tariff Of Charges"

means the separate document headed 'Tariff of charges' that sets out the standard charges that may apply to Your account.

"We, Us, Our"

Cambridge & Counties Bank Limited.

"Website"

Our website located at www.ccbank.co.uk

"Working Day"

Monday to Friday, excluding Bank Holidays.

"You, Your"

The organisation or person named as the account holder in Your Application.

1. General

- 1.1. It is important that You read and understand these Terms & Conditions as they set out the various rights and obligations that We and You have in relation to Your account. Should You have any queries please contact Us on 0344 225 3939.
- 1.2. These Terms & Conditions may be varied from time to time at Our discretion. We will notify You of any changes (please refer to Section 15 for further details).
- 1.3. Acceptance of these Terms & Conditions is a condition of Your application. Your application is a request to open an account on the basis of these Terms & Conditions; We may accept or decline Your application at Our absolute discretion.
- 1.4. Details of the latest Privacy Notice, application forms, Online savings service terms, Tariff of Charges, and the latest Terms & Conditions for your account can be obtained on request at any time by visiting Our Website or telephoning Us on 0344 225 3939.
- 1.5. These Terms & Conditions, Your Application, Our Privacy Notice, Tariff of Charges, Our Online savings service terms (if Our online savings service is required) and the Summary Box comprise the whole agreement and will be a binding contract between You and Us regarding Your account.
- 1.6. Our accounts are available to persons who are liable to pay tax in the UK only. We are not able to offer accounts to persons who may be liable to pay tax in other jurisdictions. For accounts held by an entity, this requirement includes persons who exercise control over that entity. All such persons must be UK residents, liable to pay tax in the UK only and, where an individual, aged over 18.

2. About Us

- 2.1. We are Cambridge & Counties Bank Limited. We are a company registered in England and Wales under company number 07972522.
- 2.2. Our Registered Office and correspondence address is Charnwood Court, 5B New Walk, Leicester, LE1 6TE, United Kingdom.
- 2.3. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
- 2.4. Our Financial Services Register Number is 579415. Further information can be found at register.fca.org.uk
- 2.5. We are a member of the Financial Services Compensation Scheme, please refer to Section 19 for further detail.

3. Account opening

- 3.1. When You apply to open an account, You will need to provide Us with Your fully completed Application and Your deposit. This must be made from Your Nominated current account by either electronic transfer or by cheque. All cheques must be made payable to the organisation named in Your Application.
- 3.2. In order to Apply to open an account, You will need to provide Us with evidence of a Nominated current account.
- 3.3. Your Nominated current account name must be held in the same name as your Cambridge & Counties Bank account, otherwise We will be unable to open Your account or return funds.

4. Identification requirements

- 4.1. When You apply to open an account, We are required to identify all relevant Owners, Controllers, Ultimate Beneficial Owners, Persons with Significant Control and Signatories. This helps to protect Our customers and members of the public against fraud and misuse of the UK banking systems. We will not open an account until We have verified the identity and address of the relevant parties.
- 4.2. Details of the information We collect to verify Our applicants' identities and addresses, and the searches which We carry out, can be found in Our Privacy Notice.
- 4.3. We also have an obligation to maintain up to date information regarding the identity and activities of Our customers. This means that We may require additional information from time to time, even for customers who have had accounts with Us for some time.
- 4.4. You agree that You will promptly provide us with such information as We may reasonably request in writing:
 - for the purposes of Section 4.3 above; or
 - otherwise to provide the account to You.
- 4.5. Please refer to Section 17 for information on how We will use any personal data which You provide to Us.

5. Contacting each other

- 5.1. We may contact You by email, telephone or post using the latest address, telephone number or email address You have given Us. It is Your responsibility to ensure that We have Your current contact details.
- 5.2. The law requires Us to send information to You at the last known address We have for You. If You do not inform Us promptly of a change to Your details, the security of Your information could be put at risk.
- 5.3. If You do change any of Your details such as Your name, address or telephone number, please let Us know immediately in writing to Our correspondence address (see Section 2.2). We may require evidence of a change of address or name.
- 5.4. We will normally only contact the account holder or the primary contact as named in Our records. This is subject to any legal requirements We are subject to or any express written requests which You make for Us to contact another party. The primary contact is responsible for passing the information which We send to them, to other account holders or Signatories.
- 5.5. You can contact Us by:
 - writing to Us at Our correspondence address (see Section 2.2);
 - e-mailing Us at savings@ccbank.co.uk;
 - calling Us on 0344 225 3939; or
 - if You are registered to access Our online savings service, by using the secure messaging facility once logged into Your account.

Please visit Our Website for further information.

- 5.6. We may record or monitor telephone calls and electronic communications (including emails) between Us and You for training purposes and to improve the service we provide.
- 5.7. We will send You a statement showing the transactions passing through Your account annually on the anniversary of the account opening. You should check each statement carefully, and let Us know immediately if anything appears incorrect.
- 5.8. Details regarding your balance and the transactions on Your account can be provided at Your request, please call Us on 0344 225 3939 if You would like to discuss what is available. Alternatively, You can see certain information on Your account by registering to use the online savings service on our Website.
- 5.9. All correspondence between Us and You will be in English.

6. Documentation, Signatories and changes to Your account details

- 6.1. To enable Us to make payments from Your account We will ask You to complete a mandate showing a specimen of the signatures of each of Your Signatories.
- 6.2. All Signatories must be residents in the UK and be liable to pay tax in the UK only.
- 6.3. You may not, without Our prior written consent, have more than four Signatories on Your account.
- 6.4. Written instructions for changes to Your account details must be sent to Our correspondence address (see Section 2.2) and must be signed by a Signatory.
- 6.5. For a Limited Company/LLP We may need a copy of Your Certificate of Incorporation. You will provide this to Us promptly should We ask you to do so. If We have requested a copy You must also tell Us of any subsequent variations to this document. Other documents may be required in accordance with Your Application.
- 6.6. Should any of the Signatories become medically incapacitated (physically or mentally), or otherwise, in Our opinion, become unsuitable to hold the position of a Signatory, We reserve the right to not act on that person's instructions. We will accept the authority of any remaining Signatories at Our sole discretion.
- 6.7. You should be aware that any one Signatory can transfer the entire balance of the account back to Your Nominated current account, on maturity of the Bond.
- 6.8. Please complete a Change of details form, available to download from Our Website at www.ccbank.co.uk/savingshelp if you would like to:
 - discuss how to add or remove Signatories from Your account;
 - discuss how to change Your Nominated current account; or
 - change the business address connected to Your account.

7. Deposits

- 7.1. Following a deposit into a fixed rate account, no further deposits or withdrawals are permitted during the fixed rate term. Any additional deposit must be placed in a new fixed rate account (if available) and will be subject to the Terms & Conditions and Summary Box for that account.
- 7.2. All deposits into Your account must be from the Nominated current account and be in the form of an electronic transfer or a cheque.
- 7.3. All cheque deposits to Your account must be made payable to the name of the organisation in which the account is held.
- 7.4. You are required to ensure that We receive Your initial deposit within 5 Working Days of Us notifying You of Your account number. We reserve the right to close Your account if We have not received Your deposit by the end of that period.
- 7.5. Cheques presented to Us after the end of Banking Hours will be processed the following Working Day.
- 7.6. We have the right to debit the value of the cheque from Your account up to seven Working Days after the day it is paid in if it is returned unpaid by the paying bank. We will notify You if We do this.
- 7.7. We do not accept:
- deposits in foreign currencies;
 - cheques not denominated in Sterling;
 - cheques or electronic transfers from banks or building societies not based in the UK;
 - post-dated cheques; or
 - cheques issued more than six months ago;
 - cheques or electronic transfers from non-banks or building societies i.e. pre-payment accounts
- 7.8. We may return instructions and credits for an account if:
- We believe that by complying with the instruction We might break any law, regulation, code or other duty which applies to Us; or
 - We reasonably believe that complying with the instruction or receiving the credit may damage Our reputation.
- 7.9. The maximum You may deposit with Us is detailed on the Summary Box.

8. Withdrawals

- 8.1. Withdrawals can not be made during the term of the Bond.
- 8.2. Withdrawals are subject to cleared funds being available in Your account to cover the withdrawal.

- 8.3. The Fixed Rate Bond period includes non-Working Days. Where the Bond matures on a non-Working Day and You have notified Us prior to the maturity date that You wish for funds to be:

- returned to Your Nominated current account, or
- invested in a new product with Us;

This will be done by electronic payment and the funds will be received into the Nominated current account or new product on the next Working Day. For example, if the Bond matures on a Saturday, the transfer will be received into Your Nominated current account or new product on the next Working Day.

- 8.4. Any funds You withdraw will be transferred to Your Nominated current account. We will not issue a payment to another account or third party.
- 8.5. If We carry out Your instructions for a withdrawal from Your account incorrectly, You will be entitled to a full and immediate refund of the amount incorrectly withdrawn.
- 8.6. We will typically write to You a minimum of 14 calendar days prior to maturity to advise You of the options open to You. If We do not receive any instructions from You before the maturity date of Your fixed rate account, Your account will become easy access.

9. Interest

- 9.1. Interest accrues on a daily basis on the cleared credit funds held in Your account.
- 9.2. Interest will be credited to Your account on maturity of the Bond or annually if the Bond term is greater than one year.
- 9.3. When working out any interest that should be paid, either by Us to You or by You to Us, We take cheques deposited during Banking Hours as being cleared two Working Days after it has been deposited into Your account. Cheques deposited outside Banking Hours will be deemed to have been received on the next Working Day.
- 9.4. Interest is earned up to and including the day prior to a withdrawal or the closure of Your account.
- 9.5. Interest rates are fixed for the term of the Bond. After the end of the term, should an easy access rate become payable on Your account in accordance with Section 8.6, You will be notified of the applicable rate, and the rate may change from time to time in accordance with the following provisions of Section 16.
- 9.6. Details of Our current interest rates can be obtained by calling us on 0344 225 3939 or by visiting Our website at www.ccbank.co.uk/savingshelp
- 9.7. Interest is paid gross. It is Your responsibility to pay any tax that may be owed to HMRC. As interest is paid to You gross, You shall be fully responsible for and indemnify Us against any liability, assessment or claim for taxation whatsoever arising from or made in connection with the interest payable on Your account. You shall further indemnify Us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Us in connection with or in consequence of any such liability, assessment or claim.
- 9.8. We may satisfy the indemnity in Section 9.7 (in whole or in part) by way of deduction from any monies in Your account or from any payment due to You.

10. Our liability to You and Your liability to Us

- 10.1.** We will be liable to You for any loss, injury or damage resulting from Our failure, delay or error in carrying out Your instructions (however caused) but Our liability will be the lower of:
- the amount of such loss, injury or damage; or
 - the amount of any interest You do not receive from Us as a result of such failure, delay or error.
- 10.2.** We will not be liable to You if:
- the liability arises as a result of Us acting on the basis of Your instructions or those of Your Signatories;
 - the instructions You give Us are not correct; or
 - We cannot carry out Our responsibilities under these Terms & Conditions as a result of anything that We cannot reasonably control. This includes, amongst other things, any machine or electronic device failing to work, industrial action or disputes and strikes.
- 10.3.** We will not be liable to You for any indirect or consequential loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with Your use of, or inability to use, the account. We, in particular, will not be liable for:
- loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings; or
 - loss of business opportunity, goodwill or reputation.
- 10.4.** If You break any of these Terms & Conditions, We shall be entitled to claim from You any losses or costs that We incur as a result of Your breach. These include, but are not limited to, the costs of tracing You, notifying You of the breach, communicating with You about the breach and enforcing payment of any amount due to Us (including Our legal costs). Our entitlement to claim such losses from You is in addition to Our entitlement to recover from You any monies that You already owe Us.
- 10.5.** If You, any of Your Signatories or any third party acting on Your behalf acts fraudulently, You will be responsible for all resulting losses on Your account.
- 10.6.** Save where You are a Micro-enterprise, if You act with intent or negligently You will be responsible for any resulting losses on Your account. Negligence includes, but is not limited to, failure to keep Your passwords (or similar) secret or Your Payment Instrument secure.
- 10.7.** The provisions of this Section 10.7 only apply if You are a Micro-enterprise. If You intentionally or with gross negligence fail to keep Your passwords (or similar) secret or Your Payment Instrument secure You will be liable for all losses on Your account until You tell Us in accordance with Section 11.3 that Your passwords (or similar) have become known to someone or Your Payment Instrument has been lost or stolen. You will not have any further responsibility for unauthorised payments on Your account which arise after You have told Us.
- 10.8.** If We need to investigate a transaction on Your account, You must cooperate with Us, Our professional advisors and the police (if they are involved).
- 10.9.** Nothing in these Terms & Conditions limits Our liability for acting fraudulently or grossly negligently or otherwise excludes or limits liability to the extent We are unable to exclude or limit it by law.

11. Security

- 11.1.** You should make all reasonable attempts to protect Your accounts and Payment Instruments.
- 11.2.** You must follow all instructions that We ask You to follow or use which We consider are reasonably required to protect Us from unauthorised access to Your account.
- 11.3.** You must immediately advise Us if You become aware of any breach of security or improper / unauthorised transactions relating to Your account. Please contact Us by telephone on 0344 225 3939 at the earliest opportunity and no later than the next Working Day. You will be required to confirm this in writing to Us. If calling outside of Banking Hours please leave a suitable message and contact number and We will return Your call on the next Working Day.

12. Using money in Your account

- 12.1.** We may use any money in Your account to reduce or repay (by way of set-off or otherwise) any money You owe Us (for example by way of a loan) where any money You owe Us is overdue for payment.

13. Closure or cancellation of the account

- 13.1.** If You are classed as a Micro-enterprise or are a charity with an annual income of less than £1m and You change your mind and wish to cancel this agreement, You may do so at any time and without penalty, within the first 14 calendar days from the opening of Your account. Please write to Us at Our correspondence address (see Section 2.2) to confirm Your request.
- 13.2.** You do not have the right to close Your account until after the Bond term has expired. To close Your account, You should contact Us in writing (see Section 2.2) for further information.
- 13.3.** We may choose not to close Your account until You have repaid any money You owe to Us.
- 13.4.** When Your account is closed it is Your responsibility to cancel any direct payments to Your account. Where someone attempts to make a payment into an account which has been closed We will take reasonable steps to return the payment to the sender.
- 13.5.** We reserve the right to close Your account where the minimum balance required for the account has not been maintained. Details of the minimum required balance for the account can be found in the Summary Box.

- 13.6.** We may take action to suspend or close Your account immediately in exceptional circumstances such as if We reasonably believe that:
- You are not eligible for an account;
 - You have given Us any false information at any time;
 - You or someone else is using the account illegally or for criminal activity;
 - Your behaviour or that of any of the Signatories means that it is inappropriate for Us to maintain Your account;
 - the conduct of Your account has been consistently unacceptable;
 - by maintaining Your account We might break a law, regulation, code or other duty which applies to Us;
 - by maintaining Your account We may damage Our reputation;
 - You have been in serious or persistent breach of these Terms & Conditions or any additional conditions which apply to an account; or
 - if You are a partnership or a body corporate, You have been or will imminently be subject to a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

In such cases, We will transfer any funds held in Your account on the date of its closure to Your Nominated current account within thirty calendar days of the date of that closure. Any sums payable under this section on closure of the account are owned as simple contract debts and may be set off against any money You owe to Us.

- 13.7.** We can repay to You part or all of Your monies at any time without giving reason. We will only close Your account without notice in exceptional circumstances (see Section 13.6), or where We have not received an initial deposit within the stipulated 5 Working Days (see Section 7.4).
- 13.8.** If the sole Signatory on Your account becomes medically incapacitated (physically or mentally), or is otherwise, in Our opinion, unsuitable to hold the position of a Signatory, the account will be held open until maturity of the Bond.
- 13.9.** Upon closing an account We will be entitled to refuse to accept any more payments into the account.
- 13.10.** Where You have instructed Us to repay Your funds on maturity of the Bond in accordance with Section 8, We will transfer any funds held in Your account on the Working Day after its closure to Your Nominated current account.

14. Transfers of account

- 14.1.** We can transfer all or any of Our rights or obligations under these Terms & Conditions and Your accounts at any time. We may provide any actual or potential transferee with any information We hold about You and Your account(s). If We transfer Our rights, the transferee can exercise and enforce Our rights only to the same extent as We could before the transfer. Any transfer will not prejudice Your rights under these Terms & Conditions.
- 14.2.** You may only transfer Your rights or Your obligations under these Terms & Conditions to another person if We agree in writing.

15. Changing the terms of this agreement

- 15.1.** You are not able to amend or alter these Terms & Conditions at any time.
- 15.2.** We may change the Terms & Conditions for Your account (other than those relating to changes in variable interest rates which are dealt with in Section 16) for any one or more of these reasons:
- (a) to reflect, in a reasonable way, changes in the practice of other financial institutions which offer savings accounts to customers;
 - (b) so that We are better able to attract and retain savers and borrowers;
 - (c) to improve efficiency (which may include reducing costs);
 - (d) to take account of changes in technology;
 - (e) to reflect changes that We reasonably make in the way We look after Your account or in the way We offer savings services and facilities to Our customers generally;
 - (f) because Our existing administrative costs and charges have increased or reduced or We reasonably believe they are likely to do so;
 - (g) so that We can meet the requirements of Our regulators;
 - (h) to reflect any change in the law or decision by the Courts or an Ombudsman or regulatory guidance or change in the regulatory system governing Us;
 - (i) to make the Terms & Conditions easier to understand and to correct errors;
 - (j) to allow Us to harmonise the Terms & Conditions should We acquire the accounts of or take over or merge with another provider; or
 - (k) if it is necessary for Us to make changes to maintain Our financial stability.
- 15.3.** Any change We make under Section 15.2 will be no greater than is justified by the reason or reasons for making it.
- 15.4.** You will be advised of any alterations to Our Terms & Conditions in writing. We will tell You about any change within 30 days. We can make changes under Section 15.2 which are to Your advantage at any time (and You will be deemed to have accepted the change from the time the change is made). If any change is to Your disadvantage We will give You at least 30 days notice and You can close Your account without incurring any additional charges. If You do not close Your account by the end of this period You will be deemed to have accepted the change.
- 15.5.** If We have made a major change or a number of minor changes in any one year, We will send You a summary of the changes and tell You where You can find a full copy.

16. Changes to interest rates

- 16.1.** The interest rate is fixed until the maturity of the Bond. On maturity of the Bond the account will be transferred into an easy access account. Once it is an easy access account, subject to Sections 16.2 and 16.3 below, if a change in interest rate is not to Your advantage We will always advise You by email or post:
- (a)** for all changes to interest rates on accounts with a balance of £100 or greater the Bank will give You notice of a period of 14 days plus the notice period required for withdrawals on Your account before the changes take effect.
 - (b)** for accounts with balances below £100, the Bank may apply the reduction immediately and notify You after the change.
- 16.2.** Where Your account features an interest rate which tracks a publicly available reference rate (e.g. Bank of England Base Rate) any change in interest rate, which mirrors a change in that reference rate, will be applied immediately or as detailed in the Summary Box and will not be notified in writing.
- 16.3.** We reserve the right to immediately reduce the interest payable on the account for any period in which the minimum balance required for the account is not maintained. Details of the minimum required balance for Your account and the interest rate payable can be found in the Summary Box.
- 16.4.** If You do not agree to an interest rate change under Section 16.1, You have a right to close Your account on the basis set out in Section 13.2. If You do not write to Us to close the account on these grounds, We are entitled to assume You have accepted the interest rate change from the date the change comes into force.

17. Data protection and prevention of criminal activities

- 17.1.** All personal information You provide to Us will be treated as private and confidential even when You cease to be a customer.
- 17.2.** Details of how We use Your personal information and what Your rights are in relation to it can be found in our Privacy Notice. This Notice can be found at www.ccbank.co.uk/privacy-notice. By agreeing to these terms, We will process Your personal information in line with Our Privacy Notice and You warrant that all the data You provide to Us is accurate. If You require any further information, please get in touch by writing to Us at Data Protection Officer, Cambridge & Counties Bank, 5B New Walk, Leicester LE1 6TE, calling us on 0344 225 3939 or emailing dataprotection@ccbank.co.uk.
- 17.3.** We may reserve the right to change Our Privacy Notice from time to time. Any changes We may make to Our Privacy Notice in the future will be posted on Our Website and, should We feel it is necessary, notified to You.

- 17.4.** Notwithstanding Clause 17.1 please note that We will use Your information to open Your account, manage it and tailor the service We offer You as well as make checks and seek any verifications needed. The information You provide Us with is kept for as long as it is necessary to administer any relationships that You hold with Us, or for as long as regulation or the law says We have to, if that is longer. To prevent criminal activities, Your information will be shared with relevant agencies who may keep a record of it. These agencies will also give Us electoral roll information for the purpose of verifying Your identity, which We will retain. If criminal activity is identified, any details We hold about You will be passed to the relevant agencies. Associations between joint applicants may be created at credit reference agencies.
- 17.5.** Where You are an individual You are entitled to enquire about personal information that We hold about You by making a Data Subject Access Request (DSAR) in writing to Us at Data Protection Officer, Cambridge & Counties Bank, 5B New Walk, Leicester LE1 6TE, calling Us on 0344 225 3939 or emailing Us at dataprotection@ccbank.co.uk. You may be asked to provide evidence of Your identity before We can comply with Your request.
- 17.6.** You can tell Us if You do/do not want to receive any marketing materials from Us by phoning Us on 0344 225 3939, writing to Us at Charnwood Court, 5B New Walk, Leicester, LE1 6TE or emailing dataprotection@ccbank.co.uk.

18. Complaints procedure

- 18.1.** Our aim is to provide the highest possible standard of service to all Our customers, so if You have an issue, We'd like to know so that We can try to resolve the situation as quickly and efficiently as possible. If You would like to make a complaint please either:
- call Us on 0344 225 3939;
 - e-mail Us at complaints@ccbank.co.uk; or
 - write to Us at Complaints, Cambridge & Counties Bank, Charnwood Court, 5B New Walk, Leicester, LE1 6TE.
- 18.2.** Please include Your name, address, contact phone number and account number so that We can properly investigate Your complaint.
- 18.3.** A copy of Our complete complaints procedure is available free of charge upon request by calling Us on 0344 225 3939.
- 18.4.** If You are not happy with the resolution of Your complaint once Our complaints procedure has been exhausted, You may be able to take Your complaint to the Financial Ombudsman Service to investigate further. Their address is available on request, or You can visit their website at www.financial-ombudsman.org.uk

19. Financial Services Compensation Scheme

- 19.1.** We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including individuals and businesses, are covered by the scheme. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0800 678 1100 or 020 7741 4100. Please note only compensation related queries should be directed to the FSCS.

20. Waiver

- 20.1.** If We fail to insist that You perform any of Your obligations under these Terms & Conditions, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

21. Enforcement of these Terms & Conditions by other people

- 21.1.** Subject to Section 14.3, any agreement based on these Terms & Conditions is between You and Us. No other person shall have any rights to enforce any of its terms.

22. Unclaimed balances and dormant accounts

- 22.1.** If no payments or withdrawals occur on Your account for a period of 5 years, and We cannot trace You (after having made reasonable efforts to do so), then We may close Your account.
- 22.2.** Any money in the account will remain Yours, and if You come back to us later (and provide necessary evidence of identity), We will repay the money from the closed account to You together with interest at a rate that We reasonably consider to be appropriate.
- 22.3.** We may carry out an electronic search to verify Your identity, and/or request evidence of identity from You.

23. Conflict

- 23.1.** Unless expressly stated otherwise, if there is an inconsistency between any of these Terms & Conditions and the provisions of any of the documents it refers to the provisions of these Terms & Conditions shall prevail.

24. Jurisdictions

- 24.1.** You and We both agree to submit to the non-exclusive jurisdiction of the English Courts to settle any dispute or claim arising out of or in connection with these Terms & Conditions or their subject matter or formation (including non-contractual disputes or claims).

25. Governing law

- 25.1.** These Terms & Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

 0344 225 3939  0116 254 4637  savings@ccbank.co.uk  ccbank.co.uk

 **Cambridge & Counties Bank, Charnwood Court, 5B New Walk, Leicester LE1 6TE**

**If you'd like this in another format such as larger print,
braille or audio please contact us on 0344 225 3939**

Cambridge & Counties Bank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm registration number 579415. Our authorisation can be checked at the Financial Services Register at www.fca.org.uk.

Cambridge & Counties Bank Ltd Registered Office: Charnwood Court, 5B New Walk, Leicester, England, LE1 6TE. Registered in England and Wales No. 07972522.