Cambridge & Counties Bank

Built on understanding

SAVINGS TERMS & CONDITIONS

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These terms & conditions form a legal agreement (the agreement) between us, Cambridge & Counties Bank Limited and you, the account holder. The agreement applies to all Easy Access, Notice and Fixed Rate Bond accounts, together with:

- our privacy notice
- our online savings service terms
- the tariff of charges and
- the summary box that applies to you, which was sent with the welcome email when the account was opened.
- By applying for an account you are agreeing to this agreement

You can get a copy of our latest terms & conditions or any of the other information above by:

visiting our website

calling us on 0344 225 3939

emailing us at savings@ccbank.co.uk or

writing to us at Charnwood Court, 5b New Walk, Leicester, England, LE1 6TE

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm registration number 579415. Our registered address is the address shown in the final bullet above. We are a member of the Financial Services Compensation Scheme. There are more details on this in section 21 below.

1. Eligibility and account opening

1.1. You must be an individual or business based or incorporated in the UK and where you and any related entities (including parent companies, directors, controllers, shareholders, beneficiaries or trustees) are liable to pay tax in the UK only and, where you or they are an individual, are aged 18 years old or over.

1.2. You must provide us with a specimen of the signatures of each of your signatories except where you have made an online application to open an account. All signatories must be residents in the UK and be liable to pay tax in the UK only.

1.3. When you apply for an account, you must give us details of the nominated current account that you are going to use to make any deposits or withdrawals from your account. We call this your nominated account. You will only be able to make payments into or from your account using your nominated account. Your nominated account must be in your name. You must deposit funds into your account by either electronic transfer or by cheque from your nominated account. All cheques must be made payable to you.

1.4. When we receive your application and from time to time when you have an account with us, we will check your identity and that of signatories, your owners, beneficial owners and persons with significant control. If you are a limited company or a limited liability partnership, we may request a copy of your certificate of incorporation and, if applicable, you must tell us if there have been any variations to it.

1.5. From time to time, if we ask, you must give us any other information that we reasonably need in order to continue to provide the account to you. This might include, for example, information about you or your business activities, information to keep our records up to date or operate your accounts or information to meet law, regulation to tax requirements. See your privacy notice and section 19 for more information on how we use information about you.

1.6. If you are either:

(a) a micro-enterprise which is a business which employs fewer than 10 people and has a turnover or annual balance sheet of no more than €2 million (or its equivalent); or

(b) a charity which has an annual income of less than £1 million,

and you change your mind and wish to cancel this agreement, you may do so at any time and without penalty, by contacting us within the first 14 days from the day you receive a copy of these terms & conditions. We will transfer your balance to your nominated account within 30 days.

2. Signatories

2.1. Unless you are a limited company, sole trader or charity, we require the approval of two signatories to change either who you have nominated as your account signatories, the organisation name or your nominated account.

2.2. Any other changes, including transfer of your account balances to your nominated account (subject to any notice requirements), can be performed by any signatory.

2.3. If any of your signatories become medically incapacitated (physically or mentally), or we reasonably decide that a signatory has become otherwise unsuitable to hold the position of a signatory, we reserve the right not to act on that person's instructions.

3. Managing the agreement

3.1. We may contact you by email, telephone or post using the latest address, telephone number or email address you have given us. The primary contact on your account is responsible for passing any information we send you to other account holders and signatories. You must keep the contact details we have for you up to date.

3.2. You can contact us by writing to us, emailing us or calling us using the details in the introductory paragraphs above. If you are registered to access our online savings service, you can also contact us by using the secure messaging facility once you are logged into your account.

3.3. We may record or monitor telephone calls and electronic communications (including emails) between us for training purposes and to improve the service we provide. All correspondence between us will be in English.

3.4. You can write to us at the address shown in the introductory paragraphs above, or you can go to our website and download a change of details form at ccbank.co.uk/savingshelp and send it to us by post if you want to:

(a) tell us about any changes to your contact details; or

(b) make any other changes to your account, for example, add or remove signatories or change your nominated account.

3.5. If you change your address or name or make any other changes to your legal status (such as incorporation) we may ask for evidence. Any request to change your nominated account or to add or remove signatories must be signed by at least two signatories (unless you are a limited company, sole trader, charity limited by guarantee).

4. Balance information

4.1. We will send you a statement showing the transactions on your account once a year. You should check each statement carefully and let us know straight away if anything looks wrong.

4.2. By registering to use the online savings service on our website at ccbank.co.uk you can also:

(a) view your account balance;

(b) view any transactions on your account;

(c) request a statement or a withdrawal; and

(d) send secure messages relating to your account.

5. Making deposits and withdrawals

5.1. All deposits and withdrawals must be from and to your nominated account only.

5.2. We must receive your deposit within five working days of us notifying you of your account number. A working day is a weekday which is not a bank holiday. If we don't receive your deposit within five working days, we may close your account.

5.3. If you make a deposit by electronic transfer, you must include your account name and number as a reference.

5.4. All cheque deposits must be made payable to the name in which your account is held and sent to us at the address shown in the introductory paragraphs above. Cheques presented to us after the end of our working hours, which are 9am to 5pm on working days, will be processed on the following working day.

5.5. If a cheque payable to your account is returned unpaid by the paying bank, we can reduce the balance on your account accordingly up to seven working days after the day it is paid in. We will tell you if we do this.

5.6. You cannot make deposits:

(a) in foreign currencies;

(b) using cheques not denominated in sterling;

(c) using cheques or electronic transfers from banks or building societies not based in the UK;

(d) using post-dated cheques;

(e) using cheques issued more than six months ago; or

(f) using cheques or electronic transfers from non-banks or building societies i.e. pre-payment accounts.

5.7. Subject to any notice period or other restrictions on your account, you can make withdrawals from your account if you have cleared funds available to cover the withdrawal. If you deposit funds by cheque, funds will usually clear two working days after we have paid the cheque into the banking system.

5.8. We may refuse to accept a deposit or allow a withdrawal if we reasonably believe:

(a) that doing so would mean that we may break a law, regulation, code or other duty which applies to us;

(b) that your account is being used or accessed in an unauthorised, illegal or fraudulent manner;

(c) that doing so may damage our reputation; or

(d) it would result in your balance exceeding the maximum deposit amount permitted for your account (see your Summary Box for details).

5.9. If we refuse to accept a deposit or allow a withdrawal, we will contact you and tell you why, unless we are unable to do so for legal reasons.

5.10. If you have an Easy Access account:

(a) the initial deposit can be made by electronic transfer;

(b) you can make additional deposits into your account on any working day, provided the account remains open for deposits. You will find details of when accounts are open for additional deposits on our website at ccbank.co.uk/addingfunds or by calling us. We may change whether an account can accept additional deposits at any time. We will provide seven days' notice of any change on our website.

(c) you can request withdrawals using our online savings service. If our online savings service is not available, please call us to make a withdrawal.

(d) Notwithstanding the above, in order to meet transaction monitoring and regulatory obligations we reserve the right to not process any withdrawal requests on the same working day that a deposit is made on your account.

5.11. If you have a Fixed Rate Bond account:

(a) you can make your deposit by electronic transfer or by cheque. You cannot make any more deposits into the account after the first deposit;

(b) you cannot make withdrawals from the account during the term of the Fixed Rate Bond;

(c) we will close your account at the end of the fixed rate term, which includes non-working days; and

(d) we will write to you, usually in the last 14 days before the end of the fixed rate term, to ask whether you would like the funds to be invested in a new product with us or transferred to your nominated account, and

(i) if we receive your instructions before the end of the term, we will transfer the funds by electronic transfer on the working day after the term ends, unless it is a non-working day in which case we will transfer the funds on the following working day; and

(ii) if we do not receive your instructions before the end of the term, we will open an Easy Access account in your name and transfer the balance into that account.

5.12. If you have a Notice account:

(a) you can make deposits by electronic transfer or by cheque;

(b) you can make additional deposits into your account on any working day, provided the account remains open for deposits. You will find details of when accounts are open for additional deposits on our website at ccbank.co.uk/addingfunds or by calling us. We may change whether an account can accept additional deposits at any time. We will provide seven days' notice of any change on our website.

(c) if you wish to make a withdrawal from your account, you must give us the required notice (see the relevant Summary Box for details). The notice period includes non-working days. You can give us notice that you wish to withdraw funds by:

(i) logging into our online savings service and clicking on your account and selecting "withdraw funds"; or

(ii) completing a notice to withdraw form which is available on the website at ccbank.co.uk/savingshelp or on request by calling us. This form must be completed and signed by a signatory and can be returned to us by email or post.

(d) once the notice period has expired, we will transfer the funds using Faster Payments and they will arrive in your nominated account no later than the next working day.

6. Interest and charges

6.1. The current interest rate on your account can be found on your statement, via the online savings service or by visiting ccbank.co.uk/savingshelp. Interest accrues on a daily basis on your account balance up to and including the day prior to account closure.

6.2. If you have an Easy Access account or a Notice account:

(a) interest can be added to your account or paid to your nominated account either monthly or annually, depending on your instructions (see your Summary Box for details); and

(b) if interest is added to your account on a monthly basis, it will only accrue the annual equivalent rate of interest if the interest remains in your account until the end of each year.

6.3. If you have a Fixed Rate Bond:

(a) interest is added to your account on maturity of the fixed rate term or annually if the fixed rate term is greater than one year.

6.4. When working out the interest earned on the amounts paid into your account:

(a) we treat a cheque as being cleared (so that interest can start to accrue) two working days after it has been deposited. A cheque presented to us after the end of working hours, is treated as deposited on the following working day.

(b) all amounts deposited electronically into your account before the end of working hours are cleared (so that interest can start to accrue) on the same day.

6.5. If you have a Fixed Rate Bond account, the interest rate is fixed for the term of the account. If we open an Easy Access account in your name at the end of the Fixed Rate Bond term and transfer the balance into that account we will tell you the new interest rate which applies.

6.6. If you have an Easy Access account or a Notice account, our interest rates are variable (see section 14 for further details). You can find out details of our current interest rates by calling us or by visiting our website at ccbank.co.uk/savingshelp.

6.7. We pay interest without deducting tax unless we are required to do so by law. It is your responsibility to pay any tax to HMRC on interest that you earn. You are fully responsible for, and indemnify us against, any liability, assessment or claim for taxation which may arise from or made in connection with the interest payable on your account. You agree to 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. We may satisfy this indemnity (in whole or in part) by deducting an amount from any funds held in your account or from any payment due to you. We will tell you if we exercise this right.

6.8. We will charge you for the additional services set out in our tariff of charges. Our tariff of charges is available on our website at ccbank.co.uk/savingshelp. We may vary our charges as set out in section 13.

7. Liability for unauthorised withdrawals

7.1. If you are either:

(a) a micro-enterprise which is a business which employs fewer than 10 people and has a turnover or annual balance sheet of no more than €2 million (or its equivalent); or

(b) a charity which has an annual income of less than £1 million,

then sections 7.2 to 7.3 apply to you. If you do not fall into (a) or (b) above then section 7.4 applies to you.

7.2. You must tell us immediately (by calling us) if you think that a withdrawal has been made from your account that was not authorised by you or is incorrect in any way. If we were responsible for allowing the incorrect withdrawal, we will refund it and restore your account balance to the level it would have been if we had not allowed the withdrawal to be made from your account. However if you or any of your signatories or anyone acting on your behalf has acted fraudulently, we will not refund the withdrawal.

7.3. If an unauthorised withdrawal has arisen from you acting fraudulently or with gross negligence, or because you have failed to use your security procedures or personalised device (such as your mobile phone, tablet or computer which you use to access your account) in line with this agreement (including the obligation to keep your security details safe), we will not refund the payment and you will be liable for the full amount of all losses you suffer.

7.4. If section 7.1(a) or (b) does not apply to you, then:

(a) subject to the rest of this section 7.4, if we have not acted in accordance with your instructions, or if we have caused an error or delay, we will be liable for the amount of your losses, or the amount of any interest you have not received as a result of our failure, error or delay, whichever is lower;

(b) we will not be liable for any losses you may suffer if:

(i) we have acted in accordance with your instructions or those of a signatory on your account, even if your instructions were incorrect; or

(ii) our failure to act on your instructions, or an error or delay is as a result of something we cannot reasonably control, for example, a machine or an electronic device failing to work, industrial action or disputes and strikes;

(c) we will not be liable to you for any indirect or consequential loss, however caused, even if it would have been foreseeable, which you suffer in connection with the account, including:

(i) loss of profits, sales, business, or revenue;

(ii) business interruption;

(iii) loss of anticipated savings; or

(iv) loss of business opportunity, goodwill or reputation; and

(d) we will not be liable for any losses you suffer which are caused by you, any of your signatories or any third party acting on your behalf acting fraudulently, intentionally or negligently (for example by not keeping a password or personalised device, such as your mobile phone, tablet or computer which you use to access your account, secure).

7.5. 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).

7.6. If you break any term of your agreement with us, you will be liable for our losses and costs incurred as a result, including (but not limited to) the cost of tracing you, communicating with you and enforcing payment of any amount due to us (including our legal costs). You will be liable for these losses in addition to any sums that you already owe us under this or any other agreement.

7.7. Nothing in this agreement limits our legal responsibility for acting fraudulently or with extreme carelessness or otherwise excludes or limits any legal responsibility we may have to you that we are not permitted to exclude or limit by law.

8. Professional practice accounts

8.1. This section applies if you have an Easy Access account and you are a limited company, partnership or other legal entity that carries on a business as solicitors, accountants or any other profession we may approve from time to time.

8.2. In order to be eligible to open an account with us as a professional practice, you must hold (and give us the identification number associated with) a current registration with the Solicitors Regulation Authority, or an accounting body, being the ICAEW, CIPFA, ACCA or such other similar body that we may approve from time to time.

8.3. You must ensure that the account is operated in accordance with any relevant rules prescribed by your professional body including rules applicable to you when you hold client money. If we require you to do anything that we think is necessary to ensure compliance, you must do as we ask.

8.4. We will close your account if:

(a) we change our list of approved professions and you are no longer an approved profession;

(b) we receive notice that your registration with the relevant professional body has been terminated; or

(c) you do not comply with section 8.3 above.

8.5. If we close your account:

(a) for one of the reasons in section 8.4, we will not be liable to you for any direct or indirect loss or harm caused to you; and

(b) for the reason in section 8.4(b), you will indemnify us against any costs, claims, damages and expenses we incur whether directly or indirectly, as a result.

9. Keeping your account safe

9.1. You must take all reasonable steps to keep your account and any personalised device (such as your mobile phone, tablet or computer which you use to access your account) or security procedures used to access your account and initiate withdrawals, safe to prevent any unauthorised use by:

(a) following all reasonable instructions that we give you which will help to protect you and us from any unauthorised access to your account;

(b) taking reasonable steps to maintain the hardware and software on any mobile phone, tablet or computer you use to access your account or initiate withdrawals, which may include carrying out regular virus checks and security updates;

(c) ensuring that any personalised device (such as your mobile phone, tablet or computer which you use to access your account) and security information are kept secure; and

(d) not disclosing your online savings service password and security information to any third party individual or provider.

9.2. You must call us immediately and no later than the next working day, if you:

(a) become aware that someone has used or has access to your account or your personalised device (such as your mobile phone, tablet or computer which you use to access your account) or security without your authority; or

(b) believe there are unauthorised transactions on your account.

9.3. If you contact us for the reasons in section 9.2 outside of working hours, please leave a message and contact number and we will contact you on the next working day.

10. Suspending your account

10.1. We may suspend, restrict or stop access to your account or any related service at any time if:

(a) you tell us that there has been unauthorised access to your account;

(b) we reasonably believe it is needed to protect your account;

(c) we become aware of a dispute between you and any other account holders or signatories, which means that the account cannot be operated until the dispute is resolved;

(d) we need to do so to comply with a law, regulation, code or other duty which applies to us;

(e) you no longer meet our eligibility criteria;

(f) we become aware that steps have been taken in connection with your bankruptcy, insolvency or any similar process;

(g) we reasonably consider it is necessary to protect us or our reputation;

(h) you have broken a term of this agreement in a material way or have been abusive to our customer support team; or

(i) we suspect fraud or other criminal activity.

10.2. If we suspend your account, we will tell you and we will explain our reasons for doing so and what you can do to put things right, unless we are unable to do so for legal reasons. For example, if we become aware of a dispute between the signatories on the account, we will allow you to use the account once we reasonably believe the dispute has been resolved or we receive instructions from all of the signatories on the account.

10.3. If you have an Easy Access account or a Notice account, we may also suspend your account immediately if we become aware that the sole signatory on your account has:

(a) become medically incapacitated (physically or mentally);

(b) died; or

(c) is otherwise, in our reasonable opinion, unsuitable to hold the position of a signatory.

10.4. In these circumstances, we will keep the account open for 30 days before closing it, unless we are instructed by someone else who we reasonably decide has authority to manage the account. If the account is closed, we will transfer your balance to your nominated account within 30 days.

10.5. If you have a Fixed Rate Bond account and the sole signatory becomes medically incapacitated (physically or mentally), dies or is otherwise, in our reasonable opinion, unsuitable to hold the position of signatory, the account will remain open until the end of the fixed rate term at which point we will transfer the funds.

11. Closing your account

11.1. We can close your account at any time without notice, if we reasonably believe that:

(a) you are not eligible to have an account with us or you no longer meet our eligibility criteria;

(b) you have given us any false or misleading information at any time, in circumstances where we would not have entered into an agreement with you had we received the correct information or you've not provided us with up-to-date information on request;

(c) you or someone else is using the account illegally or for criminal activity;

(d) your behaviour or that of any of the signatories means that it is inappropriate for us to maintain your account;

(e) the conduct of your account has been consistently unacceptable or you are abusive towards our customer support team;

(f) by maintaining your account we may break a law, regulation, code or other duty which applies to us;

(g) by maintaining your account we may damage our reputation;

(h) steps have been taken in connection with your bankruptcy, insolvency or any similar process;

(i) you have been in serious or persistent breach of this agreement; or

(j) 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).

11.2. We can also close your account immediately if:

(a) sections 5.2 (making deposits), 8.4 (professional practices) or 10.3 (sole signatory incapacity and unsuitability) applies; or

(b) the minimum balance required for the account has not been maintained. Details of the minimum required balance for the account are in the Summary Box for your account.

11.3. If we close your account:

(a) we will tell you we are doing so either before or immediately afterwards and we will explain why, unless we are unable to contact you or there is a legal or security reason which means we cannot provide an explanation; and

(b) we will transfer your balance to your nominated account within 30 days.

11.4. You can close your account by exercising your right of withdrawal as described in section 1.6.

11.5. If you have an Easy Access account or a Notice account, you can request to close your account at any time by telling us you wish to do so. If you have a Notice account you must give us the required notice set out in the Summary Box for your account. You can tell us you wish to close your account by:

(a) logging in to the online savings service and clicking on your account and selecting "withdraw funds";or

(b) calling us;

(c) completing a notice to withdraw form which is available on our website at ccbank.co.uk/savingshelp or by calling us. This form must be completed and signed by a signatory and can be returned to us by email or post,

11.6. Any request to close your account must be authorised by a signatory.

11.7. If you close your account:

(a) and it is an Easy Access account, we will transfer your balance to your nominated account the next working day;

(b) and it is a Notice account, we will transfer your balance to your nominated account on the working day after the account is closed.

11.8. If you have a Fixed Rate Bond account, you cannot close your account during the fixed rate term, unless you are exercising your right to cancel as described in section 1.6.

11.9. We may decide not to close your account until you have repaid any money you owe under any other agreement you have with us.

11.10. Once your account is closed:

(a) we will refuse to accept any more deposits into the account. If an attempt is made to make a deposit into the account after it has been closed, we will take reasonable steps to return the payment to the sender;

(b) you must cancel any direct or regular deposits scheduled to be made into your account.

12. Switching your account

12.1. If you have an Easy Access or a Notice account, you may transfer the balance, in part or in full to another savings account in our range, subject to you:

(a) giving us any notice required under your existing account; and

(b) meeting any eligibility conditions of the new account.

12.2. If you transfer a balance between two savings accounts within our product range, interest will be added to the existing account:

(a) on closure, if you close your account; or

(b) in accordance with the existing account terms, if the account remains open.

12.3. Interest on the new account will accrue at the interest rate set out in the welcome email for the new account and will be applied to your new account in accordance with the terms & conditions for that account. The interest rate for an account can also be found on your statement, via the online savings service or by visiting ccbank.co.uk/savingshelp.

13. Changing the terms of this agreement

13.1. We may change the terms & conditions applicable to your account, including our charges, (other than those relating to changes to the interest rates which are dealt with in section 14) for any one or more of these reasons:

(a) to reflect, in a reasonable way, any changes in the practice of other financial institutions which offer savings accounts to customers, including the way in which accounts are managed or operated;

(b) to reflect, in a reasonable way, any change in interest rates charged by other financial institutions in the UK;

(c) to improve efficiency (which may include reducing costs), for example, to take into account changes in technology, introducing new technology or making changes to the systems we use;

(d) 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;

(e) to reflect any actual or expected increase or decrease in our existing administrative costs and charges in providing the account to you;

(f) to enable us to meet the requirements of our regulators or to reflect any change in the law, regulatory guidance, a decision by the courts or an ombudsman or a change in the regulatory system governing us;

(g) to make these terms & conditions easier to understand or to correct any errors;

(h) to allow us to harmonise these terms & conditions if we acquire the accounts of, or take over or merge with, another provider; or

(i) if it is necessary for us to make changes to maintain our financial stability.

13.2. Any change we make under section 13.1 will be proportionate to the reason or reasons for making it.

13.3. We will tell you about any changes to the terms & conditions, including our charges, in writing at least 30 days' in advance of making the change.

13.4. If we make a significant change to these terms & conditions or a number of minor changes in any one year, we will send you a summary of the changes. A copy of the terms & conditions is available on our website at any time.

14. Changes to interest rates

14.1. If you have a Fixed Rate Bond account, the interest rate is fixed until the end of the fixed rate term and it will not change. At the end of the fixed rate term, the account will be transferred into an Easy Access account if you do not provide us with your instructions to return the funds to your nominated account or invest the funds in a new product with us and we may change the interest rate in accordance with section 14.2 below.

14.2. If you have an Easy Access account or a Notice account, we may change the interest rate on your account for any one or more of the reasons set out in section 13.1.

14.3. We may also change the interest rate on your account for other reasons we have not set out above and we will only make these changes if it is reasonable and proportionate for us to do so.

14.4. If you have an Easy Access account:

(a) if a change to the interest rate is not to your advantage, we will tell you about the change by email or post as follows:

(i) for all changes to interest rates on accounts with a balance of £100 or greater, we will give you at least 14 days' advance notice before the reduction is applied;

(ii) for accounts with balances below £100, we may apply the reduction immediately and notify you after the change has been made;

(b) if you do not agree to an interest rate change, you can close your account. If you do not ask us to close the account, we are entitled to assume you have accepted the interest rate change from the date the change comes into force.

14.5. If you have a Notice account:

(a) if a change to the interest rate is not to your advantage, we will tell you about any changes by email or post as follows:

(i) for all changes to interest rates on accounts with a balance of £100 or greater, we will give you either:

(A) at least 14 days' advance notice plus the notice period required for withdrawals on your account before the reduction is applied; or

(B) at least 14 days' advance notice before the change takes effect;

(ii) for all changes to interest rates on accounts with balances below £100, we may apply the change immediately and notify you after the change has been made; and

(b) if you do not agree to the interest rate change, you have a right to close your account. If we have told you the change will take effect at least 14 days after the notice period, your right to close the account is on the basis set out in sections 11.5 to 11.7. If we have told you the change will take effect in a period which is shorter than the notice period, then you will be able to withdraw funds or close your account without giving notice or incurring any penalty provided you do so within 30 days. If you do not close the account, we will assume that you have accepted the interest rate change.

14.6. If your account has an interest rate which tracks a publicly available reference rate (e.g. Bank of England Base Rate), any change in the interest rate to reflect a change in that reference rate, will be applied immediately or as detailed in the Summary Box for your account and will not be notified in writing.

14.7. We may immediately suspend the accrual and addition of interest to your account for any period during which the minimum balance required for the account is not maintained. Details of the minimum required balance for your account can be found in the Summary Box for your account or on request by calling us.

15. Our right of set-off

15.1. If you fail to make a payment to us when it is due, under this agreement or under any other agreement we have with you, we can take any funds in your account and use them to reduce or repay any amount you owe us (for example under a loan). This right is called our right of set-off. If we exercise our right of set-off, we will tell you in advance unless we reasonably believe you will do something to prevent us from taking payment. We will inform you as soon as possible after the date we exercise our right of set-off and we will tell you the amount deducted from your account.

16. Unclaimed balances and dormant accounts

16.1. If there have been no deposits or withdrawals on your account for a period of 15 years, and we cannot trace you (after having made reasonable efforts to do so), then we may close your account.

16.2. If we close your account in accordance with this section and you wish to reclaim the funds that were in the account:

(a) you can contact us and we will tell you how to do so; and

(b) we may carry out an electronic search to verify your identity, and/or request evidence of identity from you.

17. Transfer of rights

17.1. We can transfer all or any of our rights or obligations under this agreement and your account to another person at any time. We may provide any information we hold about you and your account to any person who wants to take over our rights or obligations so far as reasonably necessary to help with the transfer of those rights or obligations. If we transfer our rights to another person, that person can exercise and enforce our rights only to the same extent as we could before the transfer. Any transfer will not affect your rights under this agreement.

17.2. You may only transfer your rights or your obligations under this agreement to another person if we agree in writing.

18. Waiver and enforcement

18.1. If we do not insist that you perform any of your obligations under this agreement, 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.

18.2. This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

19. Data protection and prevention of criminal activities

19.1. All personal information you give us will be treated as private and confidential even when you are no longer our customer. However, 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.

19.2. 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.

19.3. Further details of how we use your personal information and what your rights are in relation to it can be found in our Privacy Notice which is at ccbank.co.uk/privacy-notice. By agreeing to these terms & conditions, you agree that we may process your personal information in line with our Privacy Notice and you confirm that all of the data you provide to us is accurate. We may change our Privacy Notice from time to time. Any changes will be posted on our website and may also be notified to you.

19.4. If:

(a) you need any further information;

(b) you do/do not want to receive any marketing materials from us; or

(c) you are an individual, and you wish to enquire about personal information that we hold about you by making a Data Subject Access Request (DSAR);

please get in touch by writing to our Data Protection Officer or by calling us using the contact details shown in the opening paragraphs above, or by emailing dataprotection@ccbank.co.uk. You may be asked to provide evidence of your identity before we can comply with your request.

20. Complaints procedure

20.1. Our aim is to provide the highest possible standard of service to all of 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:

(a) call us on 0344 225 3939;

(b) e-mail us at complaints@ccbank.co.uk; or

(c) write to us at Complaints, Cambridge & Counties Bank, Charnwood Court, 5B New Walk, Leicester, LE1 6TE.

20.2. Please include your name, address, contact phone number and account number so that we can properly investigate your complaint.

20.3. A copy of our complete complaints procedure is available free of charge upon request by calling us. You can also visit our "How to make a complaint" page on our website at: ccbank.co.uk/complaints.

20.4. If you are not happy with our resolution of your complaint, you may be able to refer your complaint to the Financial Ombudsman Service. You can contact them by post at Financial Ombudsman Service, Exchange Tower, London E14 9SR or by telephone on 0800 023 4567. You can also visit their website at www.financial-ombudsman.org.uk.

21. Financial Services Compensation Scheme

21.1. 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 on the FSCS you can contact us on 0344 225 3939 or the FSCS directly as set out in clause 21.2.

21.2. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website at: 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.

22. Conflict

22.1. Unless we clearly tell you otherwise, if there is an inconsistency between these terms & conditions and the provisions of any other documents referred to in these terms & conditions, these terms & conditions will apply.

23. Jurisdiction

23.1. 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 this agreement (including any non-contractual dispute or claim).

24. Governing law

24.1. This agreement and any dispute or claim arising out of or in connection with it (including any non-contractual dispute or claim) are governed by the laws of England and Wales.

Cambridge & Counties Bank

Built on understanding

0344 225 3939 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.

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