

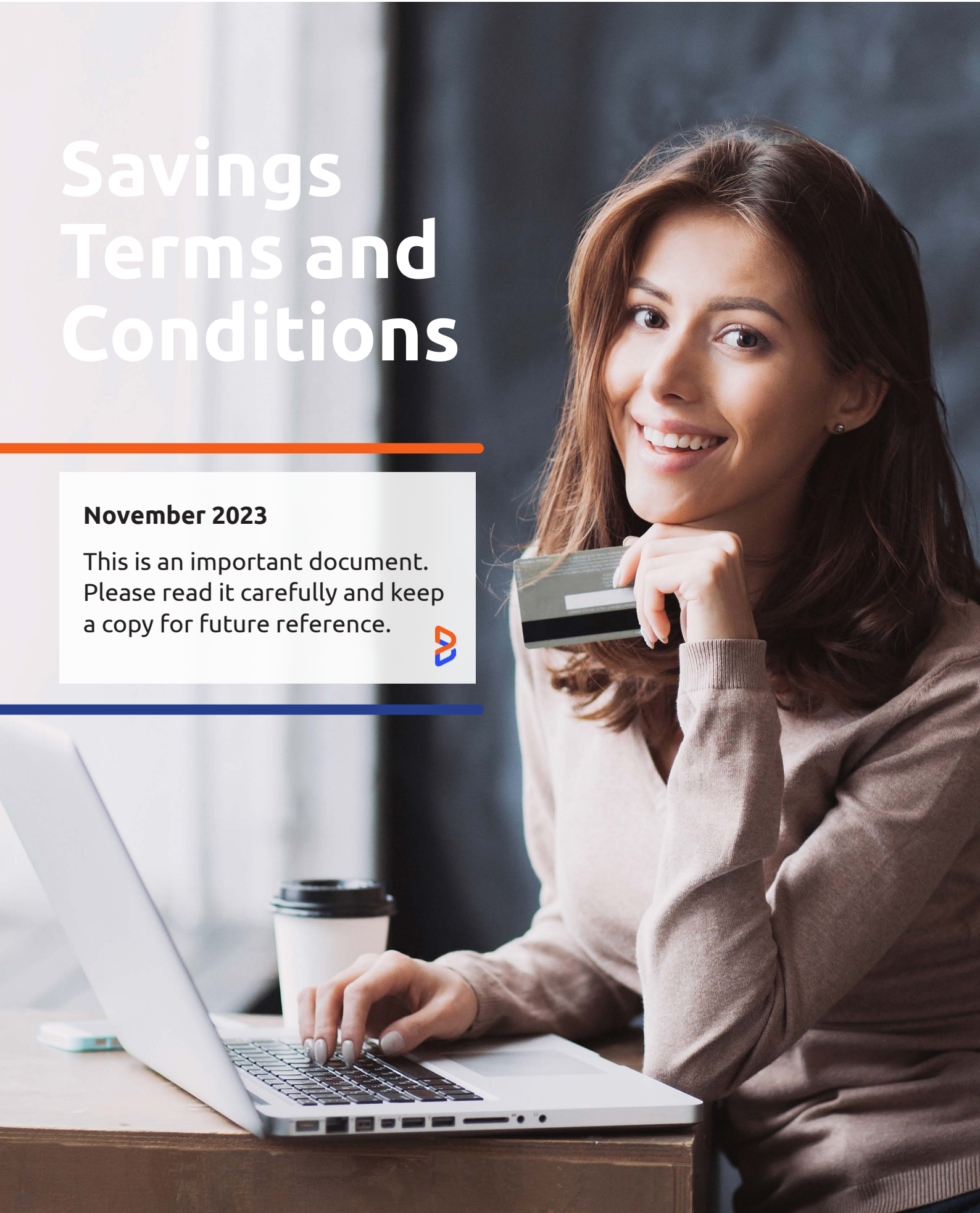
Better banking, made for you



# Savings Terms and Conditions

**November 2023**

This is an important document.  
Please read it carefully and keep  
a copy for future reference.



Before you apply to open your Birmingham Bank savings Account you need to read the Savings Terms and Conditions carefully, along with the Product Terms and Conditions, as these form our Agreement with you.

In the event of any inconsistency between the Savings Terms and Conditions and the Product Terms and Conditions, the Product Terms and Conditions shall prevail.

If there's anything you don't understand, please contact us before you apply to open your Account by email [savings@birminghambank.com](mailto:savings@birminghambank.com), or by calling 03330 048048, (outside the UK +44 3330 048048).

## 1. Who are we

Where we refer to 'we', 'us' or 'our' in this Agreement, this means Birmingham Bank Limited. In these terms and conditions, we will refer to you as "you", "your" or "the Account Holder".

We're a company registered in England and Wales (company number 00555071) with our registered office at Riverbank House, 2 Swan Lane, London EC4R 3TT.

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

You can check this by looking at the Financial Services Register under Firm Reference Number 204478 on the Financial Conduct Authority's website at [fca.org.uk/register](http://fca.org.uk/register). You can also contact the Financial Conduct Authority on 0800 111 6768 or the Prudential Regulation Authority on 020 7601 4878.

Our main business is the provision of banking and other financial services.

## 2. Contacting each other

If you need to get in touch with us about your savings Account, you can do so by:

<b>Phone</b>	Call 03330 048048 Our working days are Monday to Friday, 9am until 5pm. We are closed on Bank Holidays in England Your call may be monitored or recorded to maintain a quality service. Call +44 3330 048048 if phoning from outside the UK.
<b>Email</b>	<a href="mailto:savings@birminghambank.com">savings@birminghambank.com</a> We recommend that you don't include sensitive information if you send us an email, in this instance, you can always call us on the above number.
<b>Post</b>	Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF

If we need to contact you, we'll use phone, post, email or text.

We'll use the latest contact details that you've given us. You must let us know when any of these details change for example your name, address, email address, mobile phone number or Nominated Account details.

We may require documentary evidence of these changes (such as a certified copy of your marriage certificate). We cannot be responsible for failing to contact you if you have not informed us of any changes.

If the Account Holder dies, we will need to see the original or a certified copy of the death certificate before funds can be released to the executors/administrators of the estate.

### 3. Complaints handling

We always try to give you the best possible service, but occasionally we don't get things quite right. Bringing this to our attention gives us an opportunity to put matters right and improve our customer service.

We'll always do our best to fix the issue straight away. If we have been unable to resolve your complaint by the end of the third business day after you have contacted us, we will write to you letting you know what we are doing and when you can expect to hear from us.

There is a full summary of our complaint handling procedure, including information about the Financial Ombudsman Service and how to access this, on our Complaints Leaflet. You can download this from our website at [www.birminghambank.com/contact-us](http://www.birminghambank.com/contact-us) or by contacting us as set out below.

If you feel any of our products or our service have not met your expectations, you can tell us about your concerns by contacting us in the following ways:

<b>Phone</b>	<p>Call 03330 048048            Our working days are Monday to Friday, 9am until 5pm.            We are closed on Bank Holidays in England            Your call may be monitored or recorded to maintain a quality service.            Call +44 3330 048048 if phoning from outside the UK.</p>
<b>Email</b>	<p><a href="mailto:complaints@birminghambank.com">complaints@birminghambank.com</a>            We recommend that you don't include sensitive information if you send us an email, in this instance, you can always call us on the above number.</p>
<b>Post</b>	<p>Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF</p>

From time to time, we may make changes to our complaint procedures. If we do, we will update the leaflet and details on our website at [www.birminghambank.com/contact-us](http://www.birminghambank.com/contact-us).

### 4. Our Agreement with you

Our Savings Terms and Conditions make up part of the agreement we have with you. This Agreement is also made up of:

- your Product Terms and Conditions
- your interest rate
- any other document we give you and tell you are additional terms and conditions.

When we talk about the 'Agreement' or the 'terms and conditions' we mean all the information mentioned above. Our right to change the terms and conditions (see Sections 12 and 14) applies to any of this information.

If you prefer paper, you can ask us for a copy of the Savings Terms and Conditions, or any other part of the Agreement whenever you like. Our documentation is available in Braille, large print, and audio versions.

## 5. Some words and phrases used in our Agreement with you

Certain words and phrases in these Savings Terms and Conditions have the following meanings:

<b>Account</b>	means the Account, or Accounts, you hold with us in accordance with this Agreement or any other Agreements including any mortgage, loan, credit card or overdraft
<b>Account Holder</b>	Account Holder means the name or names of the customer or customers in whose names the Account is held.
<b>Agreement</b>	means our Agreement with you as defined in paragraph 4 (Our Agreement with you) in relation to an Account.
<b>Application Form</b>	means the application form or online application (including a declaration made by you) you are required to complete to apply to open an Account.
<b>BACS</b>	means a payment made electronically from one bank account to another through the Bankers' Automated Clearing Services system with payments intended to reach the recipient's account within 3 Working Days.
<b>Bank of England Base Rate</b>	means the Bank of England's base rate of interest (or any other interest rate set by a UK-based financial institution which we reasonably specify as comparable in the event that the Bank of England Base Rate should cease to exist or be published) which may vary from time to time.
<b>CHAPS</b>	means a payment made electronically from one bank account to another through the Clearing House Automated Payment System with payments intended to reach the recipient's account during the same Working Day – you may have to pay a fee for a CHAPS payment.
<b>Electronic Transfer</b>	means any automated payment which includes BACS, CHAPS, Faster Payments, standing orders and any other electronic payment method.
<b>Faster Payments</b>	means payments made electronically from one bank account to another through the Faster Payments system with payments intended to reach the recipient's account during the same Working Day.
<b>Savings Terms and Conditions</b>	means the conditions set out in this booklet. A reference to a numbered paragraph is to that paragraph in this booklet.
<b>Product Terms and Conditions</b>	means the document we give to you before you open an Account which contains a Summary Box and the Specific Conditions.
<b>Nominated Account</b>	means a personal UK bank account in your name (or, if you're opening a joint Account with us, in one of or both the same names as the joint Account), which is used to transfer funds (including interest) into and out of an Account held with us. The UK does not include the Channel Islands and the Isle of Man.
<b>Payment Instruction</b>	means an instruction you give to us to make a payment from your Account.

<b>Personal Security Details</b>	means any personal details or security process that we ask you to use to confirm your identity or authorise a Payment Instruction to us. These may include a password, selected personal information or other security numbers or codes that we give you or that you choose.
<b>Postal Account</b>	means an Account where Account opening and transactions are permitted via post as a channel. The Product Terms and Conditions for your Account detail where this is possible.
<b>Power of Attorney</b>	means either a lasting or enduring power of attorney; it does not include a general power of attorney.
<b>Receivership Order</b>	means a UK court order granting a third party (a receiver) the right to operate your Account on your behalf.
<b>Specific Condition</b>	means any condition contained in the Product Terms & Conditions which applies to an Account in addition to these Savings Terms & Conditions.
<b>Tariff of Fees</b>	means the fees and charges which you may have to pay to use your Account.
<b>Working Day</b>	means any day other than a Saturday, a Sunday or public holiday in England and Wales, Scotland or Northern Ireland.
<b>'You' or 'your'</b>	means the customer or customers in whose name or names the Account is held.

## 6. Opening, operating and closing your Account

You'll need to meet our eligibility requirements when you open, and for as long as you hold, an Account with us and if you no longer meet these requirements, you must let us know. You and any other joint Account Holder must:

- be an individual aged 18 years or over;
- be a UK resident and only tax resident in the UK; and
- not be a US Person (this includes US citizens, residents, green card holders or taxpayers in respect of their worldwide income).

There are a few things we should point out:

- You'll need a personal email account to open and manage your account.
- Provided you meet our eligibility criteria, we'll open your Account when we've received all the information we need, and we've completed our checks. If we need any more information from you, we'll be in touch to let you know what else is required.
- If another person(s) has permission to access and operate your Account (for example through a Power of Attorney or Receivership Order) we'll treat their actions concerning the account as if they're your own.
- Where you have appointed more than one attorney to act for you under a Power of Attorney, the Power of Attorney must be 'joint and several' which means any one of the attorneys alone can sign documents and carry out actions on your behalf. However, you will need to nominate only one of those attorneys as the person who can give us instructions to operate your Account on your behalf. If you have placed restrictions on how the attorneys can deal with your financial assets (such as restricting how the attorney deals with the savings/deposits you hold in your Account), you can continue to give us instructions to deal with your Account whilst you have the mental capacity to do so. If you lose mental capacity, any such restrictions on the attorneys may prevent them dealing with your Account without obtaining a court order:  
 England and Wales <https://www.gov.uk/government/organisations/office-of-the-public-guardian>  
 Scotland <https://www.publicguardian-scotland.gov.uk>  
 Northern Ireland <https://www.nidirect.gov.uk/contacts/office-care-and-protection>
- Please keep your details up to date so we can contact you if we need to.

## 7. Joint Accounts

Some of our accounts can't be operated in joint names or there may be restrictions on the number of Account Holders. If this is relevant to the type of Account you want to open with us, we'll tell you in the Product Terms and Conditions.

If you have an Account that can be operated in joint names, you both agree:

- We'll act on the instructions of either of you, but both of you are fully responsible for each instruction given. Either of you can ask us instead to act only on written instructions signed by both of you;
- Both of you need to comply with these terms and conditions and are fully responsible for any money which you may owe us;
- We'll only remove a joint Account Holder if you both ask for it in writing; and
- If we receive conflicting instructions from joint Account Holders we may refuse to carry out and/or suspend transactions or further instructions until both of you've agreed on the instructions.

## 8. Nominated Accounts

When you apply to open an Account you must give us details of a personal UK bank or building society current account in your name. If the Birmingham Bank Account is in joint names, your personal, current account may be in the name of either or both of you. We'll check the information you give us matches the details on your personal, current account electronically. If we're unable to confirm this, you'll need to send us a copy of your personal, current account statement and we'll let you know if this is needed when you apply.

This personal, current account will be your Nominated Account for payments to and from your Birmingham Bank Account. Your Nominated Account needs to be capable of sending and receiving Faster Payments, CHAPS and BACS payments.

You'll need to send any money you take out of your Birmingham Bank Account to your linked Nominated Account. You can only pay money into your Birmingham Bank Account from your linked Nominated Account.

If you change your Nominated Account to another account meeting the above requirements after you've opened your Birmingham Bank Account you can provide your instruction to make this change. We'll check the details we hold for you match those on your new Nominated Account electronically. If we're unable to confirm this, you'll need to send us a copy of your personal, current account statement and we'll let you know if this is needed when you provide your instructions.

## 9. Cancelling or closing your Account

Other than for Easy Access Accounts which you can close at any time by requesting a closure, or Fixed Rate Bonds that do not have a cooling-off period, all other Accounts have a cooling-off period starting on the date you open your Account. During the cooling-off period you can close it without any charges. After this cooling-off period ends, you'll only be able to close the Account as permitted in these Savings Terms and Conditions. The cooling-off period for each of the products is stated in the Product Terms and Conditions.

If you have the right to cancel your Account, this will be set out in your Product Terms and Conditions.

If you would like to cancel your Account during any permitted cancellation period let us know by:

- Writing to us as Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF
- calling us on 03330 048048 (or if calling from outside of the UK+44 3330 048048)

Otherwise, the Account will continue in accordance with the terms and conditions of the Account. If you cancel your Account during any permitted cancellation period, we won't charge you for the cancellation.

When you close your Account, we'll pay the balance with any accrued interest and send you a closing statement.

We may suspend, withdraw, restrict, or close your Account immediately and without notice if:

- we reasonably believe that you're acting fraudulently;
- we're ordered to by a legal or regulatory authority or law enforcement agency;
- you're declared bankrupt;
- you're in serious or persistent breach of any of these terms and conditions;
- you no longer meet the eligibility conditions for your specific account;
- you give (or have given) us false or misleading information; or
- our relationship has broken down because of your actions.

In these circumstances we may recall or not make a payment, refuse to follow, or ask for confirmation before following, a Payment Instruction, delay (or refuse) opening or closing your Account or delay (or refuse) withdrawals or payments to or from your Account or paying interest.

We'll try to let you know before we take any action and why we're doing so. If we can't let you know in advance we'll do so immediately after, unless we can't for legal or security reasons. If we suspend the service available to you, we'll resume that service once the circumstances that led to the suspension of the service have been resolved.

Unless we're closing your Account for any of the reasons set out above, we won't close it without giving you at least two months' notice.

If you die and you're the only Account Holder we'll need to see the original or certified copy death certificate, and we may require a certified copy of the grant of probate or letters of administration before taking instructions from your executors or personal representatives to close your Account. If you hold your Account in joint names and one Account Holder dies, we'll need to see the original or certified copy death certificate only and the Account will remain open in the name of the surviving Account Holder.

## **10. Paying into and withdrawing from your Account**

### **10.1 Paying in by Electronic Transfer**

You may pay money in by Electronic Transfer from your Nominated Account where the Product Terms and Conditions permit this. Please refer to your Product Terms and Conditions for further information on whether you can transfer funds into your Account on an ongoing basis after you have made your initial deposit.

When paying money in by Electronic Transfer you must provide your bank or building society with our bank account number, together with the account number of your Account held with us. We will write to you to confirm your Account number after we have opened your Account, and you can also check your Account number by contacting us.

You're responsible for ensuring your bank or building society correctly provides the information we tell you we need when it sends the payment. If the correct information is not provided and we're therefore not able to allocate the money to your Account, we'll return the money to that bank or building society without interest. If this happens, we won't be liable to you for any losses you incur (e.g., loss of interest) because of incorrect details being provided. This applies even if the bank or building society also supplies other information such as your name. If you, or the bank or building society, ask us to assist in recovering funds where incorrect information has been provided by them, we will use reasonable efforts to do so and may charge you our reasonable costs for this. We will co-operate with you and them in your and their efforts in recovering the funds, in particular by providing you or them with all relevant information including our name and address for service of legal proceedings.

If any funds we receive are sent from a source account other than your Nominated Account, we'll return those funds to the source account without interest.

We will credit money to your Account on the day we receive it provided the source account is your Nominated Account. Money paid in by Electronic Transfer is available for payment out of your Account the day it appears on your Account subject to the terms and conditions.

If interest is payable on your Account, you'll start to earn interest on money paid in on the same Working Day provided we receive it before 8pm.

There may be a maximum or minimum limit to the amount of money that can be held in an Account – if this is relevant to your Account, we'll tell you in advance in the Product Terms and Conditions.

## **10.2 Paying in by standing order**

A standing order is a regular payment you can set up, amend, or cancel as and when you like via your Nominated Account.

We'll allow inbound standing orders on some of our products meaning a standing order is set up on your Nominated Account and the payment is received into your Account with us.

We'll let you know in the Product Terms and Conditions whether your Account has this feature.

Where you pay money into your Account by standing order, interest will start to be earned on the day of receipt by us in accordance with 10.1 above (Paying in by Electronic Transfer).

If payments are received by standing order, you can withdraw those funds as soon as they are received subject to 10.4 below (Taking money from your Account).

## **10.3 Paying in by cheque**

The Product Terms and Conditions may restrict your ability to make payments by cheque into your Account.

If the Product Terms and Conditions do permit you to make a payment into your Account by cheque, the cheque must be made out to Birmingham Bank and drawn on the Nominated Account.

The payment of cheques into your Account is subject to the rules and clearing processes of the paper cheque clearing process.



When you make a deposit by cheque, cheques received will start earning interest on the second Working Day after the Working Day we receive your cheque. Subject to the Product Terms and Conditions, you will be able to withdraw funds deposited by cheque from your Account on the 6th Working Day after the Working Day we receive your cheque. After the 6th Working Day, the cheque should not be returned unpaid (or 'bounced') and we cannot reclaim money from it without your consent.

Cheques expire after six months; we'll return out-of-date cheques to you.

Cheques may be returned unpaid (or 'bounced') by the bank which holds your Nominated Account. If we've made funds available to you for a cheque that's returned unpaid (or 'bounced'), we can deduct the amount of the cheque which has been returned unpaid (bounced) from your Account balance up to and including the Cheque Clearance Day. (But please note - if you've been fraudulent, we can recover these funds at any time.) If deducting the amount of the cheque from your balance causes you to have a negative balance, you must pay that amount to us immediately.

We'll not re-present cheques where these have been returned unpaid (or 'bounced') by the bank.

#### **10.4 Taking money from your Account**

We'll allow payments from your Account into your Nominated Account or another Account you have with us (subject to the terms and conditions of that Account) and only if you have enough available money in your Account to cover the payment. Please refer to the Product Terms and Conditions for further information on when and how many payments you can make from your Account.

#### **10.5 Making a payment from your Account – how to give us Payment Instructions**

Subject to the Product Terms and Conditions of your Account, you can give us a Payment Instruction to make a single payment or a regular weekly or monthly payment.

If you give us a Payment Instruction, you're consenting to us making a payment from your Account. We'll only make payments from your Account directly to your Nominated Account or another Account you have with us (subject to the terms and conditions of that Account). Payments to any other bank or other account are not permitted.

We'll generally be treated as having received a Payment Instruction from you at the time we actually receive that instruction. But we make a few exceptions to this:

If we receive the Payment Instruction on a non-Working Day or after 3pm on a Working Day, then we're treated as having received it on the following Working Day, and

If your Payment Instruction specifies the payment is to take place on a specific day, or on the last day of a certain period, we'll treat it as having been received before 3.00pm on the day specified (unless that's a non-Working Day, in which case we'll treat it as having been received on the following Working Day).

You will not be able to cancel a Payment Instruction unless the Payment Instruction specifies the payment is to be made on a future date or is to make a regular weekly or monthly payment.

Payments and withdrawals by cheque are permitted for some Accounts. Where this is possible it is detailed in the Product Terms and Conditions for the Account.

For cheque withdrawals you can instruct us to make a payment from your Account by writing to us at Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF Your instruction must specify the amount you wish to pay from your Account, when you want us to pay it, include details of your Account Number and be signed by you.

## Refusal to act on Payment Instructions

We can refuse to act on any Payment Instruction you give us, if:

- you don't have enough available money in your Account;
- we suspect it may cause us to be in breach of any law;
- we suspect it relates to fraud or another type of criminal act;
- you're in breach of your Agreement, or
- it exceeds any transactional limits we've previously agreed with you.

If we refuse to act on a Payment Instruction, we'll tell you (where the law permits us to do so):

- that we've done so;
- the reason we refused, and
- how you can ask us to fix the situation if you think we've made a mistake.

We'll give you this information at the earliest opportunity and in any event by the end of the Working Day after the day we receive your Payment Instruction. For example, if we receive your Payment Instruction on Monday, we'll give you this information by the end of Tuesday.

### 10.6 Timing for payments out of your Account

We normally take payments by Electronic Transfer from your Account on the Working Day we receive your Payment Instruction, or by the following Working Day if your Account is a Postal Account and we receive your Payment Instruction by post, provided it is received prior to the 'cut-off time'.

The 'cut-off time' for Electronic Transfers is 3pm on a Working Day. Any Payment Instruction received after this time may be actioned the following Working Day.

The payment will normally reach your Nominated Account by the end of the Working Day following the Working Day on which we receive your Payment Instruction although this will depend on the processes of the bank or building society which operates your Nominated Account. If you have a Postal Account, and we receive your Payment Instruction by post, the payment will take an additional Working Day. For example, if we receive your instruction at 10am on a Tuesday, the payment will normally reach your Nominated Account by close of business on the Wednesday unless your Account is a Postal Account in which case the payment may not reach your Nominated Account until the end of Thursday.

## 11. Protecting your account

We'll do all we can to keep your Account safe, but there are things you need to do too: Check your Account transactions regularly by looking at your statements and tell us straight away if there's anything you weren't expecting, or you don't recognise.

If you have an online Account (your Product Terms and Conditions will detail if you have this type of Account), keep your security information safe, this can include:

- your log-in details
- your password
- any other security information

It's best practice never to write down your security details. If you do, only do so in an encrypted (coded) format in a way someone else won't understand and not in a place where they might be found easily or makes it obvious what they are.

Follow any instructions we give you about protecting your Account, making sure you take sensible precautions to check they are genuine instructions from us. Remember, we will never ask you to reveal your full security details to our staff.

Let us know as soon as possible if you think someone else knows any of your security information or is using it without your permission.

## 12. When we can make changes to your Agreement or Account

From time to time, we may change our terms and conditions.

We can make changes to the terms and conditions of your Account for any one or more of these reasons:

- to adhere to regulatory requirements or any change in the law or decision by an Ombudsman, code of practice or regulatory body;
- to enhance technology or the systems we use or to improve the way we look after your Account;
- to correct errors in the terms and conditions to make them more favourable to you; and
- to add or remove services, functionality or facilities to the Account.

Where we make changes favourable to you, we will notify you of these changes via email before the change takes effect where possible.

If we need to make any changes which are not favourable to you, where reasonably possible, we will give you a minimum of 30 days' notice in writing before they take effect. What is reasonable will depend on the circumstances such as how quickly we feel we need to make the change and the impact on you. After this, we will assume you have accepted the changes.

If the change is to your disadvantage, you will be free to close or transfer your account straightaway and without charge during a 30-day period from the date of the notice.

We reserve the right to move your Account to another savings account with us if we consider there are significant commercial reasons for doing so – for example, if we decide to stop offering your particular type of Account. We would always give you 30 days' notice of this and during this period you have the right to request closure of the account without penalty.

## 13. Paying you Interest

We'll tell you about the initial interest rate(s) on your Account in the Product Terms and Conditions for your Account and whether the interest rate is variable or fixed.

If your Account has a variable interest rate, for information on the current interest rate on your Account, please:

- go to [birminghambank.com](http://birminghambank.com)
- call us on 03330 048048 (or if calling from outside of the UK+44 3330 048048)

We calculate the interest we pay you on the balance in your Account daily. The Product Terms and Conditions explain when and how often we pay you interest.

For calculating interest, we work on the basis there are 365 days in a year. This means in a leap year, if you hold an Account on the 29th of February, we'll pay an additional 1/365th amount of interest for that day.

The interest paid is calculated on the end of day balance for the funds held in the Account.

When you pay money into your Account, you'll earn interest from the day we receive the money into your account.

You will stop earning interest on amounts you withdraw from your Account at the end of the day before the Working Day you make the withdrawal.

Interest will be paid gross, without deduction of tax on all savings accounts. We will provide you with an annual statement of interest via the post. This information is sometimes needed by HMRC to calculate your tax liability. You are responsible for any tax due to HMRC. You can find out more by contacting your local tax office or by visiting [www.hmrc.gov.uk](http://www.hmrc.gov.uk). If HMRC instruct us to do so we will withdraw funds from your account relating to recovery of money you owe them.

#### **14. Changes to your interest rate**

If the interest rate for your Account is fixed it won't be changed during the term specified in your Product Terms and Conditions.

If the interest rate for your Account is variable, and we reduce the interest rate, we'll give you a minimum of 30 calendar days' notice of the rate change.

You'll have a minimum of 30 days from the date that we let you know to tell us you want to close your Account or switch to a different account. If you do that, you won't have to observe any notice period, pay any charges, or suffer any loss of interest that might otherwise have applied. If you don't contact us, we'll assume you've accepted it.

If we increase the variable interest rate on your Account, we'll let you know within 30 calendar days of having done so.

#### **15. Overdrafts**

No overdraft service is available on any of your Accounts held with us.

#### **16. Statements**

Statements relating to your Account are provided to you in the post. You should regularly check your statements and let us know as soon as you can if you think they're wrong.

We will send you a statement biannually, in April and October.

Your statement(s) will include the following information on any transaction:

- details of the transactions into and out of the Account including a reference enabling you to identify the transaction;
- the amount of the transaction;
- any charges (and where applicable, a breakdown of such charges) applied to your Account in relation to the transaction, and
- in the case of a payment out of the Account, the date the funds were debited to the account
- in the case of a payment into the Account, the date of payment of those funds into the Account.

We may charge you our reasonable costs for providing a duplicate of a statement that we have previously provided.

## 17. Transferring rights or obligations under this agreement

We can transfer any of our rights and responsibilities under these terms and conditions at any time to another deposit taker. We'll only do so if we're satisfied they'll provide you with the same level of service. We may give information we hold about you and your Account(s) to any organisation(s) we might transfer them to. If we transfer our rights, the organisation we transfer them to can only exercise the same rights we could before the transfer. You'll keep the same guarantees and rights under these terms and conditions.

## 18. Notices and contacting you about your Account

Unless this Agreement specifically says otherwise, any written notices you want to give us should be given either by e-mailing us at [savings@birminghambank.com](mailto:savings@birminghambank.com) or by writing to us at Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF quoting your Account number and including your signature.

We may contact you either:

- by post at the address you have given us;
- by email where you have provided us with your email address, or
- by phone where you have provided us with your contact telephone numbers

If you have a joint Account, we may send a notice to you both at either the postal or email address we have for the Account holder whose name appears first in the Application Form. If your relationship with the other Account Holder has broken down, we will, if you ask us to, send such information to each of you at different addresses.

Please remember communications may contain confidential information and if anyone else has access to your email inbox they may be able to see this.

You must ensure the contact details you give us are accurate and kept up to date.

It is therefore vital that you tell us about any address, email, or phone number changes, by writing to us at Birmingham Bank Savings, Lewis Building, Ground Floor, Spaces, 35 Bull Street, Birmingham, B4 6AF quoting your Account Number and including your signature.

If you don't, you may not get important Account information from us, including notices of changes to this Agreement, fees, interest rates, and so on. In those circumstances, these changes or new fees, interest rates and so on will still apply to you and the Account.

## 19. Circumstances outside our control

We'll not be responsible to you for any loss you suffer because of circumstances which are outside our reasonable control. Also, if we're unable to provide services to you because of circumstances outside our control, we won't be responsible for any loss you suffer.

## 20. Call recording and monitoring

We may record and monitor telephone calls:

- to make sure that we carry out your instructions accurately;
- to maintain the quality of our service and for security and training purposes;
- for regulatory purposes;
- as evidence in any dispute relating to our services, and
- to help us monitor and improve the quality of our service.

## 21. Enforcement costs

We can charge your Account with our reasonable costs of enforcing our Agreement. These costs can include costs in tracing you, collection agency costs and legal costs. You must pay these costs to us immediately.

## 22. Law and Jurisdiction

English law will decide any legal questions about this Agreement and our dealings with you generally and the courts of England and Wales shall have exclusive jurisdiction unless you live in Scotland or Northern Ireland in which case the laws and courts of Scotland or Northern Ireland shall apply.

This document is available only in English and all communications from us will be in English. We'll only accept communications and instructions from you in English.

Each of the paragraphs of these Savings Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## 23. When we can use money between Accounts

If any money is overdue for payment on any other Account or Agreement you have with us, we may take the money you owe us out of your Account to pay that money. This is called a right of "set-off". We can do this where you have Accounts which are held in your sole name as well as joint Accounts you hold with another person or persons. Where possible, we'll give you advance notice, unless we reasonably consider you may move your money to stop us. Where we take money from your Account under this provision, we'll give you notice that we have done so.

## 24. Dormant accounts

If your Account becomes dormant, we may participate in the unclaimed assets scheme established under the Dormant Bank and Building Society Accounts Act 2008 (as may be amended from time to time).

The purpose of the scheme is to enable money in dormant Accounts (meaning balances in Accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

Under the scheme, we may transfer balances of dormant Accounts to Reclaim Fund Limited ('RFL'). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

If we transfer the balance of your Account to RFL, you'll have against RFL whatever right to payment of your balance you would've had against us as if the transfer had never happened. However, we'll remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we'll do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your balance.

Both we and RFL participate in the FSCS. The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

## 25. How your savings are protected



Your eligible deposits held with Birmingham Bank are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme.

Protected

For joint Accounts, each Account Holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with Birmingham Bank, including their share of any joint account, and not to each separate Account. Any deposits you hold above the limit are unlikely to be covered.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask us for further information or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 26. Customer Privacy Notice (Short form)

### Your Personal Data

When you do business with us, we need to collect some personal data about you. This note gives you a brief overview of what we collect, when and why.

Our full Data Privacy Notice is available by clicking our website footer, [www.birminghambank.com](http://www.birminghambank.com).

If you have any questions or need more information, you can contact us at [gpr@birminghambank.com](mailto:gpr@birminghambank.com).

### Data Controller/Processor

Birmingham Bank will be the data controller for any personal data we collect from you or get from other sources e.g., Credit rating agencies. This means we are responsible for the data we collect from you and for making sure your data is stored safely. We only collect the data we need; we don't hold it any longer than necessary and we will never sell your data.

If your broker shares your data with us to apply for a product for you, we will act as Data Processor and your broker will be the Data Controller.

We don't normally share your data outside of the United Kingdom but where we do, we make sure that the data protection is to the same standard.

### What

We need to collect information to identify you or your business and confirm that ID, we also collect information like address, contact and bank details and depending on the product you're applying for, we may need to perform assessments like credit checks. We also keep copies of all our correspondence with you, including recording telephone calls.

### Why

We need to collect personal data to help us make decisions about the products (loans or savings) you apply for and whether they are right for you.

### When

We collect data from the moment you apply for a product, or from when your broker shares your information with us in connection with applying for a product. If we start a business relationship with you, we will usually need more data to allow us to put a contract or Agreement in place and to manage your Account. During the lifetime of your relationship with us, we may occasionally need to confirm or update your information on file.

### Your rights

The UK GDPR gives you some rights relating to your personal information:

Right to be informed – about the collection and use of your data

Right to erasure – to request that we delete your data

Right of access and data portability – to ask for a copy or transfer of the data we hold about you

Right to rectification – to have any errors corrected Right to restrict processing – to ask that processing be restricted

Right to object – to object to certain types of processing

The UK GDPR says that firms can only use personal data where there is a fair reason to do so.

Some of the acceptable reasons it states are when:

- the processing is necessary to do with your account, or
- we have a legal duty to process the data, or
- we have a legitimate interest in processing the data, or
- we have your specific consent.

We may hold marketing preferences on file for you. If you want to change these preferences at any time, just let us know. Even if you opt out of marketing, we will still send you any information that we're legally or regulatorily obliged to.

We're always happy to answer any questions you have about how we manage your data, and we encourage you to get in touch either by email [gdpr@birminghambank.com](mailto:gdpr@birminghambank.com) or by phone on 03330 048048.

### **Birmingham Bank Savings' documentation is available in Braille, large print, and audio versions**

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