

# Business Savings Accounts

General Terms and Conditions

Effective from 01 April 2019



Building Society



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## A: Important things you need to know

We encourage you to read all of these General Terms and Conditions for our Business and Corporate Saver accounts as they're legally binding. Each account also has some specific terms and conditions, so make sure you read the ones that apply to you.

1. When you open one of our Business or Corporate Saver accounts, you agree to be bound by, and agree the following, form part of your contract with Nationwide:
  - 1.1 your application form;
  - 1.2 these General Terms and Conditions;
  - 1.3 the specific terms and conditions that apply to your account(s); and
  - 1.4 the interest rate (and any charges) notified to you in writing.
2. Just to be clear, here's what we mean when we use the following words and expressions in this document: "terms and conditions" means these General Terms and Conditions; 'you'/'your' means the account holder or holders and its principals; 'us'/'we'/'our'; 'Nationwide' means Nationwide Building Society; 'working day' means Monday to Friday, excluding bank and public holidays.
3. We recommend that you retain a copy of these terms and conditions and the specific terms and conditions that apply to your specific account(s). If you would like further copies, you can contact your relationship team.
4. We have 'Savings Promises' for our savers that we publish from time to time. These won't apply to your account unless we expressly state that they do.
5. You won't be able to borrow money on these accounts.
6. These terms and conditions will apply from the date your account is opened and will continue to apply indefinitely until you or we end them or they otherwise expire in accordance with the relevant provisions of these terms and conditions.
7. These terms and conditions, the operation of the account and any discussions we've had with you about entering into the contract with you will be governed by English law and any disputes which arise out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the English courts. We'll use English in this agreement and all our communications with you.

## Qualifying for a Business or Corporate Saver account and membership status

8. Our accounts have eligibility criteria. Not all our accounts confer membership status. We'll need you to complete an application form and give us the facts and documents to confirm your identity and your status. We'll check whether you meet the eligibility criteria for your account, and whether you are eligible for membership status, before we can open an account for you.
9. You must continue to meet the eligibility and membership criteria for the account at all times (including any revised criteria that we may notify to you in writing from time to time). You must tell us, promptly, about any changes affecting your potential eligibility and/ or your membership status, and if you no longer meet the criteria, we may close your account under condition 32.1 and transfer your money to another account for which you are eligible. The terms and conditions and the interest rate applicable to that account at that time, will apply. We will personally notify you before making this transfer.

## Membership and Charitable Assignment

- 10.1 Where you are a body corporate (whether on your own behalf or as a trustee), including an LLP or a charity which is a body corporate, or an individual acting as a 'bare trustee' (or, in Scotland, a 'simple trustee') for a body corporate, your account is a deposit account with us, you will not have membership rights in Nationwide and conditions 10.3, 10.4 and 10.5 will not apply to you.
- 10.2 Where you are a sole trader, partnership (but not an LLP) or unincorporated body (and you are not a person acting as a 'bare trustee' (or, in Scotland, a 'simple trustee') for a body corporate), your account is a share account with us and, upon opening your account you will become an investing member of Nationwide. By opening this account with us you agree to be bound by our Rules, our charitable assignment scheme and these conditions. A copy of our Rules is available from any of our branches or on our website at nationwide.co.uk and the terms of our charitable assignment scheme are set out in conditions 10.3, 10.4 and 10.5
- 10.3 THE FOLLOWING WORDING IN CONDITIONS 10.4 AND 10.5 BELOW APPLIES TO YOU UNLESS (1) YOU WERE A MEMBER OF THE SOCIETY ON 2 NOVEMBER 1997 AND HAVE CONTINUED TO BE A MEMBER EVER SINCE THAT DATE; OR (2) YOU FALL WITHIN A SPECIAL CATEGORY OF PERSONS TO WHOM OUR CHARITABLE ASSIGNMENT SCHEME DOES NOT APPLY.

- 10.4 By applying to open an account after 2 November 1997, you also apply to be a charity member of The Nationwide Foundation ('the Foundation') unless you are already a charity member. You agree that, if: the account is opened by the Society and you are or become a charity member of the Foundation; and the Society subsequently enters into an agreement to transfer the whole of its business to a company, you will assign to the Foundation (or to any charity(ies) nominated by it, but to no other person) all rights to or in connection with any conversion benefits to which you would otherwise become entitled as a member or depositor at any time before, or within two years after, your membership of the Society comes to an end. You make this agreement: (a) with the Society (acting for itself and for the benefit of the Foundation), in return for the Society opening the account you are applying for and you acknowledge that the Foundation may enforce the benefit of your agreement with the Society under the Contracts (Rights of Third Parties) Act 1999; and (b) with the Foundation directly, in return for the Foundation granting you charity membership (if you are not already a member). This agreement means that, without any further notice to you: the Society may make over to the Foundation (or to any charity(ies) nominated by it) any such conversion benefits; and the Foundation may exercise all your rights in relation to any such benefits. You understand that this agreement is irrevocable and cannot be amended or varied without the consent of both the Society and the Foundation and that neither the Society nor the Foundation will release you from this agreement.
- 10.5 You understand that (except in the case of any class of person where the Society considers this to be inappropriate) the Society will require on behalf of itself and the Foundation that all applicants for share and mortgage accounts agree to the above condition (or a condition having substantially the same effect), unless the Society decides and announces by press release that it is no longer in the best interests of the Society to do so generally on a continuing basis. Any such decision by the Society would not have retrospective effect and you would continue to be bound by the above condition. For this purpose 'conversion benefits' means any benefits under the terms of any future transfer of the Society's business to a company (i.e. on

conversion or takeover) except the statutory right to have shares in the Society (including any balances on share accounts) converted into deposits with the company; and, 'Society' means Nationwide Building Society and, if it merges with any other society, includes such other society.

#### Dealing with disputes and other issues

11. If we find there's a disagreement relating to the account, or ownership of funds in the account (including a dispute between controllers or account holders), or that it's being used (or we reasonably suspect it's being used) for illegal purposes, we might freeze the account. We won't allow withdrawals or other instructions on the account until we're satisfied that it's not being used for illegal purposes or that the dispute has been settled. If funds do need to be frozen, then we're entitled to recover our costs and make a reasonable charge for any time we've spent and any actions we've taken in relation to the account. We won't be liable for any losses arising as a result of an account being frozen for these reasons.
12. We may transfer our rights and obligations under these terms and conditions to someone else, without telling you beforehand. You can't transfer your rights or obligations to a third party.
13. Except where the money held in your account is not owned by you, we have a right of set-off which means that if you're overdue for payment, for example on a loan, credit card, mortgage, overdraft or otherwise, then we can use any money you have in any of your Nationwide accounts to reduce or repay any money you owe Nationwide. We can use this right of set-off against accounts which are in the sole name of you or any of your joint account holders as well as joint accounts you or any of you hold with Nationwide. For the purposes of this condition only, 'Nationwide' means Nationwide Building Society, its subsidiaries which include The Mortgage Works (UK) plc and UCB Home Loans Ltd.

#### If something goes wrong

14. If something goes wrong, please let us know, and we'll do all we can reasonably do to put it right. Call us on **0800 66 55 11** or write to us at: Business Savings, Nationwide Building Society, Kings Park Road, Moulton Park, Northampton NN3 6NW. In addition, you may be eligible to ask the Financial Ombudsman Service (FOS) to get involved if you are not satisfied with the way we have dealt with your complaint. It won't affect your right to take legal action against Nationwide. Where you are eligible to involve FOS, you can also refer your complaint to FOS first without giving us the opportunity to resolve it, but if you do this, they will only consider your complaint with our consent. FOS provides a free, independent, complaint resolution service. Details about their service, eligibility and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk). If you're eligible and you purchased your account online, you may also have the option to refer your complaint to FOS using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>.

#### Staying in touch

15. You must post all communications to Business Savings, Nationwide Building Society, Kings Park Road, Moulton Park, Northampton, NN3 6NW. If we change address, we'll tell you.
16. Unless we are required by law to contact you in a particular way we can contact you by post, by telephone or by email (using the details which you provided to us on the application form relating to the account or the details that you have since informed us are correct) or by posting a notice on our website.
17. If we are sending a copy of a notice to you, we will only send one copy. This applies even if the account is held in the names of two or more persons.
18. Any notice sent by post in the UK shall be deemed to have been delivered on the second working day after posting if first class post has been used, or on the third working day after posting if second class post has been used.
19. Any notice sent from outside the UK shall be deemed to have been delivered on the third working day after posting.
20. Any notice sent by e-mail before 5pm on a working day will be deemed to have been delivered on that day, but otherwise on the next working day.

21. If we post information on our website, it is considered received by you at the time that the notice is uploaded or first becomes available for viewing on our website. It is your responsibility to check our website regularly for any notices applicable to you.
22. You can change your contact details by giving 5 days' written notice to us.
23. If any notices, statements or other information are returned from the address to which we sent them and we hold alternative details for you then we'll try to contact you but we won't send any further correspondence or carry out any withdrawal requests (including interest payments) until you've confirmed your new address in writing.
24. We might from time to time issue other accounts with the same or different terms without offering you the opportunity to transfer your investment into the new account free of these terms.
25. If we stop offering an account to new customers, we don't need to let you know about it.
26. If you open extra accounts then we reserve the right to ask for up-to-date or additional information and/or documentation. For security reasons we might also ask any named account holder to prove their identity to our reasonable satisfaction.
27. You need to notify us if you wish to make any changes to the authorised signatories to your account.
28. You agree to provide us promptly with any information required to help us comply with any regulatory and/or legal requirements.
29. You need to declare the source of the funds you deposit, the purpose of holding the account and the underlying source of wealth. We reserve the right to request additional information before allowing withdrawals.

### How we use your information

30. To see how Nationwide uses your information please visit [nationwide.co.uk/privacy](https://www.nationwide.co.uk/privacy)

### Closing the account

31. We may close your account and terminate our relationship with you at any time for any reason by giving two months' written notice to you.
32. We may close your account and terminate our relationship with you immediately in the following exceptional circumstances (and we will provide you with such notice (if any) that we are required by law to provide to you):
- 32.1 if you have committed a serious breach of these terms and conditions or have repeatedly breached them;
- 32.2 if you have carried out (or we reasonably suspect you have carried out) illegal or fraudulent activity in the opening or operation of the account;
- 32.3 if you do anything which we reasonably believe will damage our reputation;
- 32.4 if you are threatening or abusive towards our staff;
- 32.5 if you use the account for or in connection with any purpose which is or may be unlawful;
- 32.6 if you use your account for day-to-day transactions;
- 32.7 if you breach or attempt to breach any applicable law or regulation;
- 32.8 if the conduct of your account raises issues relating to our ability to comply with anti-money laundering requirements;
- 32.9 if you fail to pay any charges that are due to us in connection with the account;
- 32.10 where we are required to do so in order to comply with legal, fiscal or regulatory reasons or we reasonably consider we may be exposed to any action from any government, regulator or law enforcement agency;
- 32.11 if you haven't provided us with any evidence we have requested about your identity or liability for tax.
33. We may suspend your account immediately and/or refuse to accept deposits or withdrawal instructions if any of the circumstances in condition 32 occur.
34. We can only carry out a request to close your account when all the funds in the account are cleared.
35. Your account won't earn interest once you've closed it.

### Keeping you and your account safe

36. The care of your passwords, statements and other security information is essential to help prevent fraud and protect your accounts. Please make sure that you follow the steps below:
- 36.1 always take reasonable steps to keep your password and other security information secret at all times;
- 36.2 you should memorise your password and keep it secret;
- 36.3 if you fail to receive a statement or any other expected financial information, you should contact us immediately;
- 36.4 you should check statements regularly and alert us to any irregularities.
37. You must tell us without undue delay by contacting your branch (during opening hours) or calling **0800 66 55 11** (between 9am and 5pm) if you think someone else knows your password or may be accessing your account without your permission.
38. You must tell us straightaway if you change your name, address, telephone number or, if we communicate with you by e-mail, your e-mail address. We reserve the right to require evidence of your new address.
39. If you authorise someone who's not a named account holder to be a signatory on the account, you'll need to give us identity documents relating to that signatory that meet our reasonable satisfaction.
40. If you're depositing client monies you're responsible for checking the identity of each client in accordance with UK anti-money laundering legislation. You also agree to provide us promptly with any due diligence that you've undertaken on your client at any time for up to six years after the account is closed.
41. We don't give advice on the suitability of our accounts. Nor do we exercise any judgement on your behalf, especially relating to your tax position. We aren't liable for any loss resulting from your use of our accounts other than as provided for in these terms and conditions. It's your responsibility to take independent advice as to the suitability of our accounts for you.
42. Our telephone calls can be monitored or recorded for security, quality control and training purposes.

### Paying interest

43. The interest rate that is applicable to your account will be notified to you in writing before you open your account.
44. We calculate interest on a daily basis. One year is defined as 365 days for the purpose of interest calculations.
45. We'll pay interest gross, without deducting tax, whenever the law allows us. But we reserve the right to deduct tax before paying interest if laws and regulations come into force which require us to do so.
46. Because each account holder might have different tax obligations, we reserve the right to treat you independently when we divide up interest.
47. It's your responsibility to declare the interest earned to the appropriate tax authority. You should seek appropriate advice about any changes in tax regulations and guidance.

## B: Using your account

### Taking money out

Some accounts have specific conditions about payments (see the specific terms and conditions that apply to your account(s)). But in general:

### Payment Instructions

48. You can have access to the money in your account, provided the funds have cleared and are available for withdrawal. We'll only carry out payment instructions contained in our withdrawal form and signed in accordance with the mandate we hold. We will accept these instructions by post (to the address in condition 15), fax or emailed PDF.
49. As your account is not intended for making day-to-day transactions, the ways in which you can make withdrawals are limited; you can only take money out of your account:
- 49.1 by internal transfer to another Business or Corporate Saver account in your name; or
- 49.2 by direct electronic payment (in the form of a telegraphic transfer using CHAPS) to the UK based account, which must be held in your business name, that you have previously notified to us in writing that you wish to designate as your nominated account (the "Nominated Account") and such notification should include the name of the account, the account number and sort code of such Nominated Account (the account number and sort code being the "unique identifier").

50. You give your consent to us making the above payments by completing, signing and returning the Withdrawing Money From Your Business Savings Account form. You must ensure that the completed form includes details of:
- your Nominated Account or the account number of the Nationwide account you want to make an internal transfer to;
  - the date you want the payment to be made; and
  - the amount of the payment.
51. You can request to change your Nominated Account at any time in writing using the Permissions to Set-up or Change Your Nominated Account form. We will confirm by post once your request to change the Nominated Account has been completed.
52. You need to make payments in sterling.
53. If we receive your payment instruction before 3pm on a working day, we will make the payment that day. For CHAPs payments, the money will arrive at the bank that holds your Nominated Account that day. For internal transfers, the money will be received into your Nationwide account that day. If we receive your payment instruction after 3pm on a working day or on a non-working day, we will make the payment the next working day.

### Withdrawing a payment instruction

54. Unless you have requested a payment to be made on a future date, you will not be able to withdraw a payment instruction once we have received it. You can withdraw a payment instruction to make payment on a future date provided that you give us notice by post, fax or email of your wish to withdraw the payment instruction no later than 4pm on the working day before the relevant payment is due to be made.
55. Where you notify us that you wish to withdraw your consent to a payment transaction in accordance with condition 54 above, we will not make the relevant payment(s).
56. If you notify us that you would like to recall:
- 56.1 a payment to be made on a future date after the end of the working day before such payment is due to be made; or
- 56.2 in respect of any other type of payment, a payment after you have provided the instruction to us, we will provide reasonable assistance to you but you acknowledge that:

- 56.3 we may not be able to recall the payment and we will have no responsibility to you for any loss or damage that you may suffer if we are unable to do so; and
- 56.4 if the payment has already been credited to the Nominated Account, we will only be able to recall the payment with the agreement of the beneficiary.
57. We don't take responsibility for any delays in mail or other communication or for external clearing system lead times or for any loss which might result.

#### Non-completion of payment instructions

58. We won't be liable or responsible for not completing your payment instruction if we're able to show:
- 58.1 you don't have sufficient cleared funds in your account;
- 58.2 you haven't given us complete and correct payment instructions;
- 58.3 you haven't given us identification documents and/or other information required by law and/or regulations;
- 58.4 a legal order has stopped payments from your account, or
- 58.5 to do so could jeopardise our ability to comply with any applicable laws and regulations.
59. We reserve the right to contact you about a payment instruction so we can carry out any security checks. If we need to contact you because of a suspected fraud or because of security concerns relating to your account, we will do this by a secure method of communication. As part of this we may need to carry out checks to make sure we are talking to you.

#### Refunds for unauthorised payment transactions

60. If you believe a payment has been made from your account without your permission you can claim a refund from us. To do this you must tell us as soon as possible and, in any case, within 13 months from the date of the payment. We will normally refund your account by the end of the next working day with the payment amount and any interest or charges you've paid as a result of that payment. To tell us about an authorised payment you should phone or email us.
- If we later become aware that we're not responsible for the refunded payment, we'll deduct the amount of the refund from your account.
61. We won't make a refund if we can show that you did authorise the payment or we suspect fraud or we can show that, with gross negligence, you failed to keep your security information safe. However, in these situations we will investigate the payment as quickly as we can.

#### Paying money in

Some accounts have specific conditions about deposits (see the specific terms and conditions that apply to your account(s)). But in general:

62. You can pay money into your account in the following ways:
- 62.1 by direct electronic transfer in the form of a telegraphic transfer through CHAPS and SWIFT;
- 62.2 by BACS;
- 62.3 by the faster payments service;
- 62.4 by transferring the money from any other account you hold with us; and
- 62.5 by cheque drawn on a UK bank, sent by post in accordance with condition 15.
63. All cheques go through a process called 'clearing'.

#### The clearing process affects:

- when we start to calculate interest on the money;
- when you can withdraw the money; and
- when the money will be 'cleared for certainty' which means that it's definitely staying in your account, unless you are, or we reasonably suspect you are, a knowing party to fraud.

If you deposit a cheque drawn on a UK bank then you'll earn interest from the next working day following the working day we receive it. You'll be able to withdraw the money and you can be certain that the money is staying in our account at the end (11.59pm) of the next working day following the working day we receive it.

64. We only accept funds in Sterling. If we receive funds in your name for your account in a currency other than Sterling, such funds will be rejected by us and returned to the payer. We will not be liable for any loss or damage that you suffer arising out of or in connection with funds being transferred to us in a currency other than Sterling (including without limitation any foreign exchange charges).
65. If we receive a transfer into your account before 4pm on a working day by one of the methods above (in conditions 62.1 - 62.5), then it earns interest on the date we receive it. If we receive it after 4pm on a working day or on a non-working day then it will earn interest on the next working day after the date of receipt.
66. So that we can credit your account, any payments received by electronic transfer must contain details of the ordering customer, together with details of your name and account number. If we receive payments electronically and they can't be applied to your account for any reason then they'll be returned to source.
67. We will remove any funds that have been paid into your account in error and to which you are not entitled.

#### Liability for losses

68. You will be liable for all losses incurred in respect of an unauthorised payment transaction if you have acted fraudulently or you have intentionally, or with gross negligence, failed to comply with conditions 37 and 38. Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 68.1 after you have notified us in accordance with condition 38 of any of the matters in that condition occurring; or
- 68.2 if we fail to provide you with the means to notify of the matters in condition 37 occurring.
69. Where you are not liable we will refund the amount of the payment and any charges or interest you paid or lost as a result of the payment. We will not have any further liability to you. We will normally refund this amount the same working day but we won't do this if we reasonably believe you have acted fraudulently and we have disclosed this to the relevant authorities.
70. If you ask us to make a payment and the payment is not made properly or the person you are paying does not receive it, we will investigate what went wrong if you ask us, and will refund the amount of the transaction and any charges or interest you paid, and pay you any interest we would have paid on that amount, unless:
- a) we can show that the payment was received by the recipient's bank; or
  - b) you provided us with incorrect payment details. In this case, we are not responsible but if you ask us, we will make reasonable efforts to recover the payment and will tell you the outcome (we may charge our reasonable costs for doing so).
- If a payment is made late due to our error, you can ask us to make sure the payee's bank adds the payment to the payee's account as if it had been made on time.

#### When we're not responsible

71. We won't be responsible if we don't comply with any of these terms and conditions due to:
- a) abnormal or unforeseeable circumstances beyond our control e.g. an industrial dispute, the consequences of which would have been unavoidable despite all our efforts; or
  - b) us having to comply with any law, regulation, code or other duty that applies to us or which we have agreed to follow.

#### Statements of account

72. We will provide you with an annual statement of your account and we'll send you a monthly statement if there have been any transactions on your account during that period. We will only send one copy to you, this applies even if the account is held in the name of two or more persons. We can send duplicate copies to you at your request, subject to the charge agreed with you.
73. We will provide you with a monthly statement, irrespective of whether there have been transactions on your account, upon request. We will not charge for this. We will only send one copy to you, this applies even if the account is held in the name of two or more persons. We can send duplicate copies to you at your request, subject to the charge agreed with you.

## C: Changes we may make from time to time

### Changes to terms and conditions

74. We can make changes to these terms and conditions:
- 74.1 where the change is to our payment services or conditions relating to those payment services (including conditions 3, 6, 7, 14, 15 - 23, 31, 36 - 37 and all of the conditions in Section B), at any time for any reason on providing you with at least two months' notice before we make the change unless the change is required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible; and
  - 74.2 where the change is to a condition that does not relate to payment services, immediately where the change is more favourable to you and we will tell you about the change within 30 days of it being applied by letter or email or by putting a notice on our website. Where the change is not favourable to you we'll make sure we tell you, by letter or email, giving you 30 days' notice before it happens.
75. If you do not agree to a change pursuant to condition 74.1 you can, at any time up to two months from the date we notify you of the change, close your account immediately without paying any extra charges or interest. If you do not close your account you will be deemed to have accepted the change and the change will come into effect automatically upon the expiry of the two month period.
76. If you do not agree to a change that is not favourable to you pursuant to condition 74.2 you can, at any time up to two months from the date we notify you of the change, close your account immediately without paying any extra charges or interest. If you do not close your account you will be deemed to have accepted the change and the change will come into effect automatically upon the expiry of the two month period.

### Changes to interest rates

77. Unless you have a Fixed Rate Saver account we might vary the interest rate on your account in accordance with the specific terms and conditions that apply to your account(s) for one or more of the following reasons:
- 77.1 to reflect changes in general interest rates, including the interest rates or terms on which similar accounts are offered by other providers of financial services;
  - 77.2 to reflect any changes or anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
  - 77.3 to respond to changes in the rates applying to our mortgage business;
  - 77.4 to reflect changes to our costs, including administration, providing services or facilities, or changes in the costs to us of borrowing funds; and
  - 77.5 to maintain our financial strength for the benefit of our members.

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Any questions?

Call **0800 66 55 11**

Fax **01604 852 810**

Monday to Friday, 9am to 5pm, except bank holidays.

**Or write to us at:**

Business Savings  
Nationwide Building Society  
Kings Park Road  
Moulton Park  
Northampton  
NN3 6NW.

You can order all our publications in large print, Braille, or audio recording. Just let us know by calling **0800 66 55 11** or emailing us at **[commercial.deposits@nationwide.co.uk](mailto:commercial.deposits@nationwide.co.uk)**

Nationwide Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 106078. You can confirm our registration on the FCA's website **[fca.org.uk](http://fca.org.uk)**

Nationwide's head office is at Nationwide House, Pipers Way, Swindon, SN38 1NW.