

General Terms and Conditions

1 These Conditions

- 1.1 These terms and conditions (the 'Conditions' or 'General Terms and Conditions') apply to all of the deposit accounts and supersede all previous versions of the terms and conditions.
- 1.2 Our agreement with you for your Account consists of the General Terms and Conditions, the Account Terms, the application documentation and any additional service terms and conditions or tariff of charges which are relevant to the Accounts.
- 1.3 You acknowledge that in entering into this agreement with us you are not relying upon any undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever that was given to you prior to the date of the application documentation, which is not set out in these terms and conditions or in the application documentation.
- 1.4 We shall not be responsible to you for any loss you may incur if we are prevented from, or delayed in, providing you with any banking or other services due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 1.5 We will hold the money placed in any Account offered by us – and any income earned from it – as principal, and will manage and deposit it on these Conditions, as amended from time to time in accordance with Condition 11.
- 1.6 Instructions to effect financial transactions or changes to standing data can be provided in writing. Where reference is made in these Conditions, in the Account Terms or in any additional service terms and conditions which are relevant to your Account to communication being 'in writing', such reference is to communication by:
- Post; or
 - Where permitted in the Account Terms for the Account in question, by scanned written instruction under cover of an email sent to the email address specified in such Account Terms and to which you have received an express acknowledgement of receipt from us (not, for example, an automated reply of any kind); and in each case, unless otherwise specified in these Condition, in the Account Terms or in any additional service terms and conditions which are relevant to your Account, such communication is subject to the following:
 - We will accept the signature(s) of anyone who has been authorised in writing or by another agreed durable medium by you to give instructions on your behalf;
 - Emailed scanned instructions received by us, that it is reasonable for us to assume have been signed on your behalf in accordance with the mandate in place in respect of your Account, will be treated by us, and followed and relied on by us, as if they had been original documents received by post; and
 - You are not required to provide written confirmation of your emailed scanned instructions to us. If you do so, you must mark your letter as 'Confirmation of Emailed Instruction' otherwise we will think that this is a new instruction and process your request twice. If you do not provide such written confirmation, however, this will not affect our right to rely on the emailed scanned instructions.
- 1.7 We may contact you to advise that there may have been suspicious activity on your Account or using a particular service that we provide or leave a message asking that you contact us as

soon as possible. If we leave a message asking you to contact us, you must do so as soon as possible to help us prevent the risk of fraud on your Account.

- 1.8 We reserve the right to delay, decline or reverse any instruction given to us by you or on your behalf if:
- It involves a transaction which exceeds a particular value or other limit or restriction which applies to your Account or to a particular service;
 - We reasonably suspect that you or someone else is using your Account illegally or fraudulently;
 - We reasonably believe that you are not adhering to these Conditions or the Account Terms;
 - There is a dispute on your Account or the money held in your Account;
 - Action is taken by a third party which prevents us from executing the transaction;
 - We reasonably believe that by carrying out the transaction we might breach a legal or other duty that applies to us; or
 - The transaction has not been properly authorised.

Whenever such an occasion arises, we will make reasonable attempts to notify you, either by telephone or in writing, by the end of the next Working Day unless to do so would compromise our security measures or be unlawful. We will unblock any blocked transaction as soon as practicable once the reasons for the block cease to apply.

- 1.9 If you have any questions or wish to contact us at any point in relation to either your Account or these Conditions, please telephone us on 01235 517754, email us at legal.ops@baptist.org.uk or write to us at The Baptist Union Corporation Ltd, 129 Broadway, Didcot, Oxon, OX11 8RT.

2 **Opening an account**

- 2.1 To open an account with us you must:

- Complete and send us the application documentation; and
- Send us by cheque or electronic payment your initial deposit, which must be for a minimum amount as applies to the account to be opened.

Your cheque or electronic payment must be made payable to the Baptist Union Corporation Ltd and drawn from the church's account.

- 2.2 We reserve the right to reject any account-opening application without disclosing the reason(s) for rejection.

- 2.3 Your Account will be opened when:

- We are satisfied that our identification and verification requirements have been met by:
 - The persons who are to be Account signatories;
 - We have completed any other checks we need to undertake to comply with applicable law, regulation and good banking practice; and

- The funds comprising your initial deposit are available to us for crediting to your Account.
- 2.4 Your Account will be opened in a name that is wholly consistent with the information that you have provided to us as part of our account-opening administration process, unless you are a registered charity, in which case your Account will be opened in the official or working name registered with the Charity Commission.
- 2.5 You may designate your Account with a discrete identification number or descriptor, eg 'The XYZ Charity – Number 1 Account' or 'The XYZ Charity – New Roof Account'. Designation of accounts in this way is a facility offered for your convenience, to enable you to more easily identify funds you have decided to earmark for specific purposes and does not imply or impose any obligation on us to check or ensure that the monies within the Account are actually held or used for the purposes stated as part of any such designation.

Please bear in mind that all payments into and out of any Accounts designated in this way must be made in the name in which the Account has been opened by us including any such identification number or descriptor.

3 Deposits and withdrawals or payments

General

- 3.1 Once an Account is open there is a requirement to keep the Account in credit. No Account may become overdrawn without our prior express agreement in writing unless otherwise stated in your application Account Terms. If the balance on your Account falls below zero for any reason, we reserve the right to charge you daily interest at the rate set by us as detailed in the Baptist Union Loan Fund Tariff of Charges unless you return your balance into credit. You must also without delay pay us the total amount your balance is overdrawn by. Any debit interest accrued may be off-set against the next interest payment credited to your account.
- 3.2 Once the Account is open you may deposit or withdraw sums of any size subject to available cleared funds and to the provision of Conditions 1.8, 3.3 and 5.
- 3.3 You must provide seven calendar days' notice for withdrawals unless the Account states otherwise, although we may not always insist upon this and are entitled to process your withdrawal more quickly, without notifying you, if we decide to do so. Please make sure you have available cleared funds to fulfil the withdrawal at the time you make the withdrawal request and until such time as the withdrawal is acted upon by us.

Deposits (payments to your Account)

- 3.4 Subject to Condition 1.8, we will credit payments which are paid into your Account on the day the funds are received by us.
- 3.5 Please note that under no circumstances should cash be posted directly to us. Any such monies will not be attributed to your Account and it may take us some time to correctly identify their source and return it or we may be unable to identify their source at all; and we will not be responsible for any loss suffered as a result.
- 3.6 You can also post sterling cheques, accompanied by a letter to us at The Baptist Union Corporation Ltd, 129 Broadway, Didcot, Oxon, OX11 8RT.
- 3.7 Sterling cheques drawn on UK banks will be cleared for value (i.e. will earn interest) on the second Working Day following the day of effective deposit (see below). The funds paid in will be available for withdrawal on the fourth Working Day following the day of effective deposit.

Days of effective deposit	Day interest is first earned	Day the funds are available for withdrawal
Monday	Wednesday	Friday
Tuesday	Thursday	Monday
Wednesday	Friday	Tuesday
Thursday	Monday	Wednesday
Friday	Tuesday	Thursday

The 'day of effective deposit' is the Working Day on which your sterling cheque is received in time for it to be processed that day, and related payments made. If you send your cheque directly to us, the day of effective deposit will be the day on which the cheque is received in the ordinary course of post.

- 3.8 Sometimes a payment may be recalled by the bank that made it, and sometimes a payment goes into your Account by mistake. This happens rarely, but please keep an eye on your Account and tell us straight away if money appears in it that seems to be a mistake. This is because, to make things right, we can take the payment back out of your Account, even if we have allowed you to make a payment or to take cash out against it. We don't have to tell you before we take the payment back. We will return the payment, even if you have spent the money. If this means any of our charges are triggered, we will still apply them.

Withdrawals or payments from your Account

- 3.9 Subject to Conditions 3.10 to 3.18 inclusive, you can withdraw funds from your Account by way of:
- Cheque
 - Faster Payment transfer to the church bank account only
- 3.10 A withdrawal or payment from your Account, whether it is a single payment or a series of payment transactions, will be regarded as authorised by you when you instruct us to carry out the transaction.
- 3.11 Once a payment from your Account has been authorised it cannot be cancelled.
- 3.12 When authorising a payment from your Account to another bank or building society account, you must provide the payee's correct account information: specifically, the sort code and account number or the roll number (in the case of building society accounts).
- 3.13 If you give incorrect details your money may end up in someone else's account and we may be unable to get it back.
- 3.14 We will make reasonable efforts to recover the payment but we will not be responsible for any losses (of whatever kind and however incurred) that you suffer as a result of the payment not reaching the intended payee or in the course of seeking to recover the payment from the actual recipient.
- 3.15 We shall be entitled to levy a charge for any payments that we have to reject due to there being insufficient funds in your Account.
- 3.16 You can transfer money by Faster Payment transfer to another UK bank or building society by contacting us in writing. You can also transfer money by Faster Payment transfer to the UK bank account(s) that you nominated on your application form.

For such payments:

- Valid instructions received by us before 12.00 on a Working Day will be processed on that Working Day. Valid instructions received after that time will be processed as soon as possible, and in any case before the close of business on the next Working Day;
- Unless a restriction applies (either elsewhere in these Conditions or in the Account Terms or any other terms and conditions applicable to the services you are using), they will be credited to the payee's account by close of business on the day of processing unless the instruction is received after 12.00 in which case it will be credited on the Working Day following the day your instruction is processed; and
- The sender is solely responsible for the accuracy of all the information detailed in the payment instruction, including the beneficiary account number, sort code, full name and branch of the beneficiary bank. We will make payments based on the information we require you to provide us. If you provide us with incorrect information, we will not be responsible if the payment is not made, it is delayed or if it is made incorrectly.

3.17 If you become aware of a payment transaction that has not been correctly authorised on your Account, you must notify us by emailing financeoffice@baptist.org.uk or calling us on 01235 517754. Your notification must be made without delay after you became aware of this and, in any case, within 13 (thirteen) months of the date of the transaction. If you do not notify us within this time period, you will not be entitled to reimbursement.

3.18 Where a payment from your Account made in accordance with this Condition 3 was not authorised by you, we will immediately refund the amount of the payment to your Account and, where applicable, restore your Account to the state it would have been in had the unauthorised transaction not taken place, unless you have acted fraudulently or deliberately or with gross negligence in failing to comply with these Conditions.

4 Account Closure or Transfer

4.1 Your Account will remain open until it is closed by either of us (or transferred by you) in accordance with this Condition 4.

4.2 Subject to any required notice period or procedure in your Account Terms or any applicable restriction in these Conditions of the Terms and Conditions of a service of ours that you use, you can close your Account with us at any time without notice or penalty unless other Terms and Conditions apply. We aim to complete any request to close an Account within 10 (ten) Working Days.

4.3 Where you have been notified of changes in accordance with Condition 11.1 and where the provisions of Condition 11.2 do not apply, you have the right to close your Account without charge prior to the proposed date of change.

4.4 We reserve the right to close an Account or suspend or withdraw any service without prior notice if:

- You have breached these Conditions or the Account Terms (or the terms and conditions in respect of a particular account that you have used) in a way or where such breach is considered by us reasonably to be important or significant, or where we have asked you to remedy a breach and you have failed to do so;
- If you have been abusive towards any of our staff members;
- We believe that you are no longer eligible for the Account;

- You have provided us with false information or we believe that you have otherwise acted dishonestly in your dealings with us;
 - We reasonably believe that you or someone else is using the Account illegally or fraudulently; or
 - If we are obliged to do so by law or by any regulatory authority.
- 4.5 Should we need to close your Account or suspend or withdraw any service for any other reason, we will provide you with at least two months advance notification.
- 4.6 Where you have let us know that your closure notice under Condition 4.2 is because you wish to transfer your Account to another bank or building society account in your name, we will assist you with such transfer as quickly and efficiently as possible to enable you to set up your new account as quickly as possible.
- 4.7 Whether closing your Account or transferring your Account, remember to maintain sufficient funds in the Account (and, where necessary, in your new account) during the closure or transfer period.
- 4.8 Where your Account is so closed or transferred, we will return (or transfer) any money due to you along with any interest we owe you on your Account.
- 5 Our right to refuse or limit deposits and withdrawals and to impose conditions or restrictions**
- 5.1 We reserve the right to:
- Refuse a deposit;
 - Refuse a withdrawal request;
 - Limit the amount of any deposit or withdrawal;
 - Impose such conditions or restrictions (including, but not limited to, payments on Account closure or transfer).
- as we feel is necessary in order to run our business lawfully, to make sure that our regulators approve of the way we run our business, or to protect you by minimising the risk of fraudulent or criminal activity taking place (for example, if we are in any doubt as to your identity).
- 5.2 We will only block a payment where we have reasonable grounds for doing so.
- 5.3 Where we block a payment, we will contact you by telephone and/or in writing as soon as practicable unless such contact would breach our security measures or be unlawful.
- 5.4 We will unblock any payment that has been blocked as soon as practicable once the reasons for the block cease to apply.
- 6 Interest**
- 6.1 Our interest rates are reviewed and updated, in accordance with Condition 11. Where we do update our interest rates, we will show the new applicable rate on our website from the date of the change.

- 6.2 Where your Account is a variable rate Account and the base rate to which that variable rate is linked changes, we will show the new applicable rate from the date of change.
- 6.3 The interest rates are published daily on our Website at www.baptist.org.uk/depositaccounts
- 6.4 Subject to Condition 3.7, we will pay interest on money deposited into your Account, from the Working Day on which we receive the funds.
- 6.5 We will pay interest in any amounts withdrawn or paid from your Account up to and including the Working Day of the withdrawal or payment transaction.
- 6.6 Account holders are entitled to interest calculated daily. We will apply the interest rate of the day to the balance of funds cleared for value on your Account, in accordance with our published rates applicable to the Account type.
- 6.7 Every six months we will add the accrued interest to your Account. The interest payment dates are 30 June and 31 December, or the nearest Working Day after these dates.

7 Changing Account details: giving us instructions, correspondence etc

- 7.1 If you need or wish to change any details relating to any of your Accounts with us, such as the Account name, the Account address, the signatories, or any other details, the appropriate change of details, must be notified to us and our administrative requirements met. Any other checks that we need to complete for legal and regulatory purposes must also be successfully completed before we can action any such change.
- 7.2 You must take care to ensure the correctness and completeness of every form and every instruction you give us, specify the Account(s) to which the form or instruction relates and clearly identify the Account holder by the exact name and number of the Account. We reserve the right to reject instructions that are incomplete, wholly or partly illegible, or that in some other way give us concern as to their correctness and completeness.
- 7.3 Should your contact address not be kept up to date or is invalid we will block your Account until you are able to notify us of the correct information in accordance with Condition 7.1.
- 7.4 Those you have designated as Account signatories must use their names when dealing with us and not, for example, their job titles; we will not act on instructions given only in the name of 'the Minister', 'the Treasurer', 'the Secretary' or in the name of any similar office-holding position.
- 7.5 If for any reason there is a change in the style of a signature of any Account signatory, you must notify us promptly.
- 7.6 Any form changing your Account details should be emailed to financeoffice@baptist.org.uk or sent to the Baptist Union Corporation Ltd, 129 Broadway, Didcot, Oxon, OX11 8RT.

8 Statements

- 8.1 You will receive a statement annually at the end of each calendar year.
- 8.2 The statement will show all movements on your Account, including interest credited and any charges incurred, since the date of the previous statement.
- 8.3 You can request copy statements by contacting us (by email, telephone or in writing).
- 8.4 Statements may be issued in hard copy or (if we so determine) in electronic form.

8.5 You must check your Account statements regularly and carefully and you must notify us without delay if you do not recognise any transactions shown on a statement or otherwise appearing on your Account. Please see Conditions 3.17 and 3.18 for further information.

9 **Using and sharing your information**

9.1 We are entitled to use and share information about you:

- With other constituent parts of the Baptist Family. We will not share your information with any other organisation except as part of providing a product or service or when legally obliged to do so;
- As authorised by you in your Account application documentation at the time that you opened your Account
- In accordance with these Conditions, the Account Terms and any other terms and conditions applicable to any of our services that you use;
- As is reasonably necessary in order for us to operate your Account or otherwise provide our services to you, to provide you with information about your Account and the services we are providing to you and to register your use of your Account and our services;
- Where the law or regulation says we must or the police, a Court (or Court order), a government entity, tax authority or a regulatory authority requires or necessitates it;
- Where we have a public duty to do so; and/or
- Where it is necessary to protect our interests.

10 **General limitations on our liability to you**

10.1 In addition to any specific limitation on our liability set out elsewhere in these Conditions the Account Terms and any terms and conditions relating to an account that you use, we shall not be liable to you, whether in contract, breach of statutory duty, or otherwise (including because of our negligence), for any loss of profit, loss of business, revenue, goodwill, profit or anticipated savings, reputation or any other reasonably unforeseeable purely financial loss arising from any failure or delay in fulfilling our obligations under these Conditions, the Account Terms and any terms and conditions relating to a service that you use.

10.2 Only these Conditions, the Account terms and any terms and conditions relating to an account that you use apply to the relationship between you and us, and all other warranties, conditions and other terms that could otherwise be implied are expressly excluded from the relationship between us.

10.2 However, nothing in these Conditions, the Account Terms and any terms and conditions relating to an account you use shall limit or exclude our liability to you for death or personal injury or for any fraud or fraudulent misrepresentation by us or our representatives.

11 **Amendments to the terms and conditions relating to your Account**

11.1 We may alter these Conditions and/or the Account Terms (and/or any terms and conditions relating to an account that you use) from time to time by giving not less than two months' written notice to you.

11.2 We do not need to give you prior notice as stated in Condition 11.1 where:

- The alteration is a change that could be reasonably considered to be to your advantage;

Or

- Is a change to the variable interest rates of a variable rate Account where at anytime there is a change (or we reasonably expect that there will be a change):
 - (i) in the costs we incur in providing the Account (including, but not limited to, funding costs such as a change to the Bank of England base rate); or
 - (ii) in the requirements of any law, regulation, code or industry guidance that is applicable or industry guidance that is applicable or relevant to us;

In which case, in amending our interest rates, we will respond in a fair and proportionate manner to any such change or expected change.

11.3 Such changes can be made immediately but we will tell you about them within 30 (thirty) days. We will tell you about any such change by displaying a notice on our Website.

11.4 As mentioned in Condition 4.3, where you have been notified of changes and where the provisions of Condition 11.2 do not apply, you have the right to close your Account immediately without charge prior to the proposed date of change. If you do not notify us that you wish to so close your Account prior to the proposed date of change, you will be deemed to have accepted the changes.

11.5 We welcome your feedback on all aspects of our service, including the terms and conditions. Please contact us with any feedback at any time by telephone, in writing or by email to legal.ops@baptist.org.uk .

12 **General**

12.1 You may not pass on to anyone else any of the rights, obligations or interests created by these Conditions, the Account Terms and the terms and conditions relating to an account that you use, but subject to any legal requirements, we may do so at any time.

12.2 Apart from you and us, no other person has any right to enforce any of the terms of these Conditions, the Account Terms and the terms and conditions relating to an account that you use.

12.3 Each of these Conditions, each provision of the Account Terms and each of the terms and conditions relating to an account that you use is separate from all other Conditions, provisions and terms and conditions, so that if one is found to be invalid or unenforceable this will not affect the validity of any of the others.

12.4 We may occasionally allow you extra time to comply with your obligations or decide not to exercise some of our rights. However, we can still insist on the strict application later on of these Conditions, the Account Terms and the terms and conditions relating to an account that you use.

12.5 These Conditions, the Account Terms and the terms and conditions relating to an account that you use are governed by, and are to be construed in accordance with, English Law.

12.6 You and we agree that we are both subject to the jurisdiction of the courts in England and Wales.

- 12.7 These Conditions, the Account Terms and the terms and conditions relating to an account that you use are only available from us in English and whenever we communicate with you we will do so in English. We will only accept communications and instructions from you in English.