

CHURCH HOUSE TRUST

1. Church House Trust Instant Access Accounts

Church House Trust Limited whose registered office is at Discovery House, Whiting Road, Norwich NR4 6EJ is the provider of your account. Church House Trust Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and is entered on the Financial Services Register number 204459.

In these Terms and Conditions, references to either gender include the other and references to the singular include the plural.

2. HICA and 10 day notice account terms and conditions

The minimum initial deposit and minimum balance on all accounts is £1. There is no maximum permitted deposit.

Interest at the published rates, which have been applicable throughout the year, will accrue daily and is paid annually on the 15th October.

3. Terms applicable to all accounts

3.1 Cancellation rights – if you change your mind about opening an account with us, you have the right to cancel it within 14 days of it being opened. You can do this by telling us that you wish to cancel the account in writing to 3 Goldcroft, Yeovil, Somerset BA21 4DQ. If you choose not to cancel the account, it will remain open until such time as you request its closure and the notice period applicable to that account would then apply. If you do cancel, then we will return your money. You would not receive any interest earned on the deposit and no fee would be charged for cancelling the account.

3.2 Charges – for providing standard services in connection with your account are set out in our tariff. You will have received a copy of the tariff before you opened your account and can request a further copy from us at any time. We may make a reasonable charge for providing you with any non-standard service which you request in connection with your account. We will confirm the charge before we provide you with the service.

We have the right to vary these charges and introduce new charges for standard services. We will write to advise you of any change in the level of charges or of any new charge at least two months before they take effect. At the expiry of this period you will be deemed to have accepted the changes. In the meantime you will be free to close your account immediately and without charge.

We will only increase a service charge:

- (a) if we reasonably need to make the change in order to manage our business prudently and/or reasonably profitably by responding to changes or expected

Church House Trust Limited 3 Goldcroft, Yeovil, Somerset BA21 4DQ
Tel: 01935 609600 Fax: 01935 410674 www.church-house-trust.co.uk

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changes in our administrative costs and charges for doing the work or providing the service concerned, or in other costs which are outside our control and/or external circumstances affecting our business;

- (b) if we reasonably need to make the change in order to fund steps to maintain or improve our competitive position overall against other providers;
- (c) if our costs have increased and we reasonably decide to take the increase into consideration;
- (d) to reflect any change in the law or decision by an Ombudsman, code of practice or regulatory guidance or change in the regulatory system governing us;
- (e) to allow us to harmonise the service charges charged should we acquire the accounts of or take over or merge with another provider of accounts;
- (f) if it is necessary for us to make changes to maintain our financial stability.

Any change we make for one of more of the reasons detailed above we will do so in a reasonable and proportionate manner.

3.3 Communicating with us – you can communicate with us by post at 3 Goldcroft, Yeovil, Somerset BA21 4DQ, by telephone on 01935 609600 or by e-mail to theteam.yeovil@church-house-trust.co.uk

3.4 Closure of the account – you may close the account at any time by providing written confirmation in accordance with the current mandate. The funds will be paid to you once all monies held in the account have been cleared through the banking system.

We can close your account if there are good commercial reasons for doing so. Where your account has a nil balance we may close it after giving you 30 days written notice, otherwise we will give you at least two months' notice in writing.

3.5 Death of account holder – on the death of an account holder the capital value of the account and accrued interest is payable to the deceased's personal representatives. On the death of a joint account holder, the capital value of the account and accrued interest will be payable to the survivor or the survivor may elect to have the account transferred into the survivor's name. In either circumstance Church House Trust must be presented with the appropriate documentation.

3.6 Deposits – deposits can be made by cheque, cash or by bank transfer. See below at condition 3.15 for further details. All payments into your account must be in Sterling.

3.7 Dormant accounts – we will treat an account as inactive if you do not make any transactions, enquiries or changes to your account within any three year period (or in the three years after maturity of a fixed rate account), and if correspondence or a statement is returned as undelivered. Interest will continue to be applied in accordance with the terms of the product. To reactivate the account we would need to obtain evidence of your identity and confirmation of your address. These measures are for security and to protect you and your funds.

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3.8 Electronic verification – the identity checks that we undertake periodically may take the form of electronic searches of a number of databases. These searches are not credit searches and are used solely to help verify your identity.

3.9 Fraud – we reserve the right to reverse or recall any transfers or payments which we have reasonable grounds for believing may be fraudulent or illegal. We may also terminate your account immediately if we have reasonable grounds for believing that your account may be operated negligently, illegally or fraudulently or we believe that the security of our systems used to provide the account may be compromised. We may close your existing account and open a new one in appropriate circumstances, for example where the security of your account has been compromised.

3.10 Incorrect or unauthorised transactions – To help us to detect errors and fraud you must tell us immediately by calling 01935 609600 if you do not recognise any transactions or if you think that any payment you have authorised has been executed incorrectly.

If you have asked us to make a payment and it has not been made correctly or arrived at the right destination we will refund that payment to you or in the case of overpayment, refund the excess. However, we will not refund the payment if there was a mistake in the payment instruction you gave to us or if we can provide evidence that the payment did arrive at the correct destination. Where we are responsible for an incorrect payment, we will restore your account to the state it would have been in had the incorrect payment not been made.

We will also refund any unauthorised payment made if we are satisfied that this is correct and that you are not responsible. You will be responsible for unauthorised transactions where you or anyone authorised by you has acted fraudulently, with intent or very carelessly (known as gross negligence). Where you are not responsible but an unauthorised transaction has taken place because you failed to keep your account details safe, you will be liable to us for up to £50 for any loss relating to that unauthorised transaction or series of connected unauthorised transactions.

You have 13 months from the date of the payment being made to query any entry by calling 01935 609600.

3.11 Interest payments & tax treatment – interest is paid net of basic rate tax unless the account falls within an exempt category or you are a non-tax payer and send us the completed HM Revenue and Customs form. For joint accounts where one of you is a non-taxpayer interest will be paid net of tax for both people and you will need to claim back the tax from HM Revenue and Customs.

Interest can be added to the account, paid direct to an appointed bank or building society, paid direct by cheque to the beneficiary or an appointed third party, or credited to another Church House Trust account. In the case of a trust account interest payments will be made as directed by the trustees. Interest applied to the account can be withdrawn at any time during the subsequent year without loss of interest, subject to the giving of seven days notice. Interest is calculated on a daily basis and calculated on the day up to and including the day before withdrawal or closure, or until the actual date of transfer to another account with us.

3.12 Interest rates – all products attract a variable interest rate. Current interest rates can be found via our web-site on www.church-house-trust.co.uk or by calling 01935 609600. We calculate interest on the balance in your account on a daily basis.

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We may increase interest rates at any time. We may reduce a variable interest rate for any one or more of these reasons:

- (a) because there has been a reduction in the Bank of England Base Rate (or any rate that replaces it) or in interest rates generally offered by other providers of savings accounts with whom we compete;
- (b) because we need to reduce the interest rate charged on our mortgages to attract and retain business from borrowers;
- (c) because our administrative costs and charges have increased or we reasonably believe they are likely to do so;
- (d) to allow us to harmonise the interest rates we pay should we acquire the accounts of or take over or merge with another provider;
- (e) if it is necessary for us to make changes to maintain our financial stability.

Any change we make for one of more of the reasons detailed above we will do so in a reasonable and proportionate manner.

We will write to advise you of a change in interest rate on your account. If the rate is reduced then we will give you at least two months notice of the change, after the expiry of which period you will be deemed to have accepted the change. In the meantime you will be free to close the account immediately without charge.

3.13 Joint accounts – where a joint account is held, the terms and conditions of the account apply to all of you together and each of you on your own. You will be treated as jointly entitled to any money held on the account. We may act on instructions given by any one of you, unless one of you has advised us not to, in which case we will only act upon the written instructions of all joint account holders. We may treat any authority to operate your account as revoked if we are aware of any dispute between the parties which may affect the account, or may require all future instructions to be in writing from all of you..

3.14 Payment Services – aspects of the payments into and withdrawals from your deposit accounts are known as payment services. We are only responsible for making payments into, and withdrawal payments out of, your deposit account once we have received the cleared funds to do so. However, we occasionally make payments on your behalf in advance of having received cleared funds so as to improve the service that you receive.

Once we receive a valid instruction for a payment it will be checked for completeness, authorisation and then processed in line with the timescales set out below. Payments received after the cut off time shown will be deemed to have been received on the next working day.

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In respect of deposits, an eligible depositor is entitled to claim up to £85,000. 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 the bank, including their share of any joint account, and not to each separate account.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 01935 609600, refer to the FSCS website www.FSCS.org.uk or call the FSCS on 0800 678 1100 or 0207 741 4100. Please note *only* compensation related queries should be directed to the FSCS.

Church House Trust will use your information to service your product, improve the service that is delivered to you, assess financial risk, prevent and detect crime, and aid asset recovery. Further detail on this is set out below:

- a. Information about you may be used for the purposes of complying with the law, supporting law enforcement, and controlling financial risk. This may involve the disclosure of information to UK or overseas governmental or regulatory authorities or to any person we reasonably think necessary for these purposes (including fraud prevention and credit reference agencies).
- b. Unless you have indicated otherwise, Church House Trust may use relevant information about you, your transactions and your relationship with us, for general business purposes and research, and to give you information about products and services and promotions which may interest you. You may be contacted for this purpose by telephone, post, email, mobile messaging services and other appropriate methods. If you are not happy for your information to be used in this way, you can tell us at any time and we will stop.
- c. Whether it is processed in the UK or overseas, your information will be protected by strict rules on secrecy and security. We will ensure that adequate procedures and safeguards are in place to protect your information at all times in accordance with UK laws.
- d. After your account is closed and we have stopped providing services to you, we will keep hold of relevant information on you for an appropriate period to allow us to deal with queries that may arise at a later time.

You can request in writing a copy of the personal records we hold on you – we may charge for providing this information. We can also provide you with details of the fraud prevention and credit reference agencies that we use so that you can request from them copies of the information that they hold on you.

The operation of the account will be governed by English Law and the language we will use in our communications will be English. Any dispute which arises in relation to these terms and conditions shall be dealt with by any court in the United Kingdom which is able to hear the case.

These terms and conditions take effect from 29th July 2013

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Payments into your Deposit Account				
Payment method	How payment can be made	Cut off time for instructing us	Clearance times for funds to reach us from your bank	When funds are paid into your account and start to earn interest
CHAPS/Faster Payment	Via your clearing bank	N/A	N/A	On receipt of funds prior to 4pm
Cheque	By post or by visiting the office	N/A	3 business days after we deposit the cheque	Same day if received prior to 15.30pm in anticipation of your payment clearing – otherwise the next working day.
Cash	By post or by visiting the office	N/A	N/A	Same day if received prior to 15.30pm – otherwise the next working day.

Withdrawals will be made by cheque or a same day faster payment to your bank at no extra charge. Once we have received a valid withdrawal instruction it will be checked for completeness and authorisation and processed in line with the timescales set out below. Withdrawal instructions received after the cut off times shown will be deemed to have been received the next working day.

Withdrawals from your Deposit Account				
Withdrawal method	How it can be initiated	Cut off time for instructing us	Time it takes to process a withdrawal	Time it takes to send you the money
Cheque	Phone or letter	2pm on a business day	Same day subject to cut off time	We will send the cheque the same day subject to cut off times
Faster Payment	Phone or letter	2pm on a business day	Same day subject to cut off time	We will send the payment to your bank the same day subject to cut off times

3.15 Security – you must advise us promptly of any change of name and correspondence address. Supporting evidence will be required in every instance. We will also require written confirmation of any change to your nominated bank account, your tax status or your residence for tax purposes. Never give your account details or other security information to anyone unless you know who they are and why they need them. Take care when storing or disposing of information about your account.

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3.16 Statements – on or shortly after the interest payment date a tax deduction certificate and Annual Statement of Account will be issued and forwarded to the account holder by post. We recommend that you read the transaction confirmations and periodic statements that are sent to you.

3.17 Withdrawals – notice of withdrawal of cleared funds may be given by telephone or email, subject to satisfactory security checks. Confirmation by way of signed instructions by letter or withdrawal form will be required in every case unless a suitable indemnity is held by Church House Trust. The signature must match that held on our account records. Payments may be made by cheque to the account holder, or a same day Faster Payment at no extra charge. You are responsible for ensuring that we are kept informed of your correct and up to date details. If you fail to do this we will not be responsible if your payment into or withdrawal out of your account is not made, is delayed or is made incorrectly. Most instructions will be initiated as soon as you instruct us and will not be capable of being reversed or cancelled, unless you cancel your instructions at least one business day before the payment is due to be made..

3.18 Varying the agreement – we may change the Terms and Conditions of your account (other than those relating to changes in charges and interest rates, which are dealt with in conditions 3.2 and 3.12 respectively) where we reasonably consider that the change would not be to your disadvantage, or for one of the following reasons:

3.18.1 to improve efficiency (which may include reducing costs), to take account of changes in technology and to reflect changes that we reasonably make in the way we look after your account or in the way we offer savings services and facilities to our customers generally;

3.18.2 to reflect or anticipate any change in the law or decision by an Ombudsman, code of practice or change in the regulatory system governing us, or to meet the requirements of our regulator; and/or

3.18.3 to make the terms and conditions easier to understand and to correct errors.

Any change we make for one or more of the reasons detailed in conditions 3.18.1 to 3.18.3 will be made in a reasonable and proportionate manner. We will give you at least two months' notice in writing of any change.

We will consider any change to be accepted by you unless you contact us to tell us you do not accept it before the change takes effect. If you tell us this, we will treat this as your instruction to end our agreement with you and we will close your account without any charge being made.

3.19 Other important information

If you have a complaint which you require to be investigated, you should set this out in writing to Church House Trust, 3 Goldcroft, Yeovil, Somerset BA21 4DQ who will investigate and inform you of the internal complaints handling procedure. If you are not satisfied with the manner in which the matter is addressed you can normally refer the complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

We are covered by the Financial Services Compensation Scheme ("FSCS"). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors, including most individuals and small businesses, are covered by the scheme.

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