

# ClientLine Important Information

## Beginning your ClientLine Relationship

To begin a ClientLine Relationship with the Society via your local branch or by post, you will need to provide the following:

- A completed ClientLine Relationship Application Form signed by all the Authorised Signatories;

AND

- A Letter of Authority on your Organisation's business letterhead providing a written request to begin a ClientLine Relationship with the Society and details of the Authorised Signatories;

AND

- A copy of the Professional Qualification Certificate for each Authorised Signatory (i.e. Practising Certificate for Solicitors, Professional Accountancy Certificate for Accountants or Financial Planning Certificate(s) for Independent Financial Advisors).

## Opening a Client Account

You must first have in place a ClientLine Relationship with your local branch as detailed above. To open a Client Account for each of your clients you will need to provide:

- A deposit for your investment - this can be by way of cheque, by BACS, Faster Payments or CHAPS from your Organisation's Bank Account once you have received confirmation that the Client Account has been opened;

AND

- A Letter of Authority on your Organisation's business letterhead signed by your minimum number of Authorised Signatories providing details of the Client's full name and the amount to be deposited. Alternatively, you can visit your local branch but if you do not have a Letter of Authority as detailed above, your minimum number of Authorised Signatories will need to be present.

Further Client Accounts can be opened at any time by visiting your local branch, or by post, and providing the documentation above.

The ClientLine Relationship and all Client Accounts are with Leeds Building Society and our Head Office is at 105 Albion Street, Leeds LS1 5AS. The Society's main business is the provision of savings products, mortgages and general insurance.

## Customer Service and Protection

We aim to provide a high quality service to customers at all times. Unfortunately mistakes do occur, but when this happens we shall do our best to resolve problems or misunderstandings that may arise. Should you need to refer a matter of complaint to us, details of the procedure are available from your local branch or our Customer Helpline. Ultimately, your complaint may be referred to the Financial Ombudsman Service of South Quay Plaza, 183 Marsh Wall, London E14 9SR or to the Financial Services Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS.

The Society is a participant in the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Payments under the Scheme are limited to a maximum of £85,000 of an investor's total shares and/or deposits in a society. Most investors are covered, including individuals and small firms. A small number of categories of shares and deposits are not covered, for example deferred shares - permanent interest bearing shares.

Although most shares and deposits are denominated in sterling, all other currencies are covered. Separate leaflets outlining the details of the Financial Ombudsman Service and the Financial Services Compensation Scheme are available on request from your local branch or our Customer Helpline.

The Society is authorised and regulated by the Financial Services Authority and our registration number is 164992. You can check this on the FSA Register by visiting the FSA website at [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

## How to contact us?

Branches are usually open from 9am to 5pm Monday to Friday and from 9am to 1pm on Saturdays (Head Office branch is open until 4pm most Saturdays). Once a week, opening may be delayed by 30 minutes to allow for staff training.

The telephone number for your branch will be listed on our website at [www.leedsbuildingsociety.co.uk](http://www.leedsbuildingsociety.co.uk) or in local directories. A message receiving service is available outside of opening hours. Alternatively, you may contact our Customer Helpline on 0113 225 7777 from 8am to 8pm seven days a week.

The Society takes seriously the need to ensure security of your personal and financial information. Please quote your Organisation's full name and address and the full name and account number of the Client Account whenever you contact us by post or telephone. For your protection when you contact us by telephone, we will confirm with you some security details before we discuss any information.

You may also obtain information about current interest rates from our website or by calling 08450 505 074 or by asking at your local branch.

## Automated Payments can be made to your Client Account(s) in the following ways:

- BACS, CHAPS or Faster Payment quoting sort code 40-27-15 account number 12440040 and your Client Account number.

## Automated Payments can be made from your Client Account(s) in the following ways:

- CHAPS.

## ClientLine Tariff of Fees and Costs

Copies of documents such as cheques or statements	<b>£5 per item or page</b>
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Cheques credited to your account but returned to us unpaid by the paying bank or building society	<b>£10 per cheque</b>
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Other charges may be applied to accounts that operate outside of the agreed account terms and conditions	<b>These will be advised when charged</b>
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# ClientLine Terms and Conditions

The following terms and conditions apply to your ClientLine Relationship and Client Account(s). Please read this literature and keep it in a safe place for future reference. (Effective from date of account opening)

## 1 Definitions

In these terms and conditions, unless the context requires otherwise:

“**Authorised Signatories**” means the authorised signatories of your Organisation that you have informed us have the authority to operate the ClientLine Relationship and all Client Accounts on your behalf and the minimum number of these authorised signatories required to authorise an instruction.

“**Automated Payment**” means any automated payment into a Client Account by Faster Payment, CHAPS or BACS or out of a Client Account by CHAPS.

“**BACS**” stands for Bankers’ Automated Clearing Services and is a way of electronically transferring funds from one account to another.

“**CHAPS**” stands for the Clearing House Automated Payment System and is the process for making electronic bank-to-bank sterling payments within the United Kingdom (also known as telegraphic transfers).

“**Client**” means your clients(s) on behalf of whom you hold money (which may include joint clients).

“**Client Account**” means each individual client account for each of your Clients under your ClientLine Relationship.

“**ClientLine Interest Rates and Key Product Features Leaflet**” means the Society’s published list of interest rates.

“**ClientLine Relationship**” means your Organisation’s relationship with the Society which governs all your Client Accounts.

“**ClientLine Tariff of Fees and Costs**” means the Society’s published list of Fees and Costs for the Client Account(s) which will be provided to you before you commence your ClientLine Relationship.

“**Costs**” means all our costs and expenses incurred because you fail to fulfil an obligation under these terms and conditions.

“**Faster Payment**” is a way of electronically transferring funds from one account to another.

“**Fees**” means the fees we charge for any service we provide in connection with the ClientLine Relationship and all Client Accounts including (but not limited to) the examples given in condition 11.

“**Letter of Authority**” means a letter on your Organisation’s business letterhead signed by your minimum number of Authorised Signatories detailing your instructions.

“**Organisation**” means the organisation named in the ClientLine Relationship and Client Accounts which holds money on behalf of its Clients in Client Accounts.

“**Organisation’s Bank Account**” means a bank account in the United Kingdom, which is held in your Organisation’s name.

“**Reference Rate**” means any externally set interest rate such as the Bank of England Base Rate.

“**Society**” means Leeds Building Society.

“**We/our/us**” means the Society.

“**Working Day**” means any day which is not a Saturday, Sunday or English bank or public holiday.

“**You/your**” means your Organisation.

## 2 Eligibility

Your Organisation must be a firm of Solicitors, Accountants or Independent Financial Advisors and each of your Authorised Signatories must be a Solicitor, Accountant or Independent Financial Advisor with the necessary professional qualification certificates (i.e. Practising Certificate for Solicitors, Professional Accountancy Certificate for Accountants or Financial Planning Certificate(s) for Independent Financial Advisors).

## 3 Membership

The Client Accounts are deposit accounts with the Society. As a depositor you will not have voting or other rights which membership confers.

## 4 Operating your ClientLine Relationship and Client Account(s)

- 1 Your Client Account(s) must always be kept in credit.
- 2 Your ClientLine Relationship and all your Client Account(s) are held entirely on your own behalf and the Society need not accept notice of any rights to, or interest in, the money in your Client Account(s).
- 3 You must inform us straight away, of any changes to your ClientLine Relationship and/or Client Account(s) including but not limited to your Organisation’s name, address, Organisation’s Bank Account, contact details and changes to Authorised Signatories. You can notify us of any changes to your ClientLine Relationship and any or all of your Client Account(s) by providing a Letter of Authority detailing the change(s) required to your local branch or to our Customer Services Department at Head Office. Please ensure you include your Organisation’s current full name and address on your communication. Alternatively, contact your local branch to arrange a time for all the Authorised Signatories to visit and sign the Society’s internal form(s) to authorise these changes. You may be asked to produce evidence of any such change.
- 4 If you wish to open a new Client Account or close an existing Client Account, you must provide the full name of the Client and the amount to be invested if relevant by providing a Letter of Authority or contacting your local branch to arrange a time for the minimum number of Authorised Signatories to visit and sign the Society’s internal form(s).
- 5 Where you are providing services to Clients under the same matter, a Client Account can be opened in the joint names of the Clients. When you open the Client Account you must include such a request in a Letter of Authority.

## 5 Payments into your Client Account(s)

- 1 Only Authorised Signatories can operate your ClientLine Relationship and open new Client Account(s).
- 2 The minimum investment and operating balance is £100 per Client Account and must be maintained at all times. In the event that the balance falls below £100, please see the ClientLine Interest Rates and Key Product Features Leaflet for the rate which will apply until the Client Account returns to the minimum balance. The maximum investment and operating balance is £2,000,000 per Client Account.
- 3 Payments into your Client Account(s) can only be made by cheque or Automated Payment from your Organisation’s Bank Account. Cheques can be sent to the Society by post for the credit of your Client Account(s) but we are not responsible for cheques or any other items lost in the post. When you pay in money by cheque:
  - (a) interest is calculated from the second Working Day after the cheque is paid in at the branch or the second Working Day after the cheque is received at the Society’s Head Office. Cheques received after 3.30pm will be held over until the next Working Day before being processed;
  - (b) the cheque should be made payable to your Organisation re Client name or your Organisation re Client Account number. For example, “Organisation re Mr A.B. Smith”, or “Organisation re a/c no. 1234567890” and must be drawn on the Organisation’s Bank Account;
  - (c) the cheque may be returned unpaid due to lack of funds, the cheque being stopped, irregularities in the way the cheque has been completed or other reasons as determined by the bank on which the cheque has been drawn. In such circumstances the Society will debit the value of the cheque to your Client Account and may apply a Fee for this;
  - (d) the cheque will normally be deemed as being out of date if it is paid in more than six months after its date. We will use our discretion when deciding whether or not to pay an out of date cheque into your Client Account. We may contact you if an out of date cheque is presented;
  - (e) cheques should be crossed “account payee only”.

- 4 When you pay money into a Client Account by Automated Payment, from your Organisation’s Bank Account, interest is paid from the day of receipt of the payment into your Client Account.
- 5 When money is paid into a Client Account by Automated Payment, provided the payment is received by us prior to 3pm on a Working Day you will be able to withdraw the funds that day, subject to our normal opening hours. Otherwise, you will be able to withdraw the funds on the next following Working Day, subject to our normal opening hours.
- 6 You may not pay in money in a currency which is not legal tender in the UK. Payments into your Client Account(s) cannot be accepted if made by way of:
  - (a) cash;
  - (b) foreign currency;
  - (c) foreign currency travellers cheques;
  - (d) cheques from foreign banks;
  - (e) cheques in a foreign currency.

## 6 Withdrawals

- 1 Only the Authorised Signatories can operate your ClientLine Relationship and authorise withdrawals from your Client Account(s).
- 2 You can only make withdrawals from your Client Account(s) by Automated Payment to your Organisation’s Bank Account or by cheque made payable to your Organisation. Cheques cannot be made payable to third parties.
- 3 You may not withdraw funds against a cheque until the money has reached your Client Account(s) (cleared) in accordance with the central clearing cycle operated by banks. A cheque deposited to your Client Account(s) will be available for withdrawal no later than the sixth Working Day after the cheque is paid in at the branch or the sixth Working Day after the cheque is received at the Society’s Head Office. Cheques received after 3.30pm will be held over until the next Working Day before being processed. By the end of the sixth Working Day after the cheque is paid in at the branch, or the end of the sixth Working Day after the cheque is received at the Society’s Head Office, you can be certain that the money is yours and cannot be reclaimed without your permission (as long as you are not party to any deliberate fraud).
- 4 Maximum building society cheque withdrawal limits apply. Ask your local branch or contact our Customer Helpline for details.
- 5 We will debit your Client Account(s) with the amount of:
  - (a) Automated Payments you have instructed us to pay and authorised;
  - (b) cheques paid into your Client Account(s) which are subsequently returned unpaid;
  - (c) any Fees and Costs which are incurred in the operation of your Client Account(s);
  - (d) any direct loss or expense which the Society suffers in connection with your Client Account(s) following a breach by you of these terms and conditions;
  - (e) any other transaction which you have authorised.
- 6 Before a withdrawal is made from any Client Account, this must be authorised by you in one of the following ways:
  - (a) by you giving us notice in writing in a Letter of Authority;
  - (b) by the appropriate number of Authorised Signatories visiting a branch and signing the Society’s internal form(s).
- 7 In the event that an Automated Payment is not authorised in accordance with condition 6.6, you may authorise the payment after it has been made by providing consent to us verbally or in writing.
- 8 Your instructions and authorisation for an Automated Payment may not be withdrawn (or revoked) after the point in time at which your instructions and authorisation for the payment have been received by us. However, in respect of future dated Automated Payments your instructions and authorisation to make the payment may be withdrawn if you give notice to us provided the notification of cancellation is received by us no later than close of business on the Working Day before the date set for execution.
- 9 Where we receive your instructions and authorisation in accordance with condition 6.6 to carry out an Automated Payment and your instructions and authorisation is received before 3pm, we will treat your instructions to make the payment as having been received on that day. For any instructions and authorisation received after 3pm, or received by us on a non-Working Day, your instructions and authorisation will be treated as having been received by us on the next following Working Day. For example, if we receive your instructions and authorisation to make a CHAPS payment at 3.30pm on Tuesday, we will treat your instruction to make the payment as having been received on Wednesday for the purposes of determining when the money is transmitted (provided both Tuesday and Wednesday are Working Days).
- 10 Any instructions and authorisation received on a non-Working Day are deemed received on the next following Working Day.
- 11 Where you have instructed and authorised us to make an Automated Payment out of your Account the money will be available to the payee:
  - (a) (unless the Automated Payment is initiated by way of a paper-based authorisation process) within 1 Working Day of the day after we receive your instructions under condition 6.9;
  - (b) where the Automated Payment is initiated by a paper-based authorisation process, within 2 Working Days of the day after we receive your instructions under condition 6.9.Subject in each case to the provisions of condition 6.9 where your instructions and authorisation are received after 3pm.
- 12 We are not obliged to stop payment of a building society cheque issued from your Client Account(s) unless you return the cheque to us for cancellation before it is presented for payment.
- 13 We reserve the right to refuse to pay a building society cheque where the cleared balance in your Client Account(s) is insufficient and payment would cause the Client Account(s) to become overdrawn.
- 14 If an Authorised Signatory wishes to make a withdrawal from your Client Account(s) they may be asked to produce confirmation of their identity before the transaction is carried out and a withdrawal is not authorised by you until this confirmation has been provided to us.

## 7 Blocking the Account

We can refuse to carry out any transaction on a Client Account if we reasonably think that:

- (a) you or someone else is using the Client Account illegally or fraudulently or outside of these terms and conditions;
- (b) we are required to do so by law;
- (c) you are the subject of insolvency or where you have lost your regulatory status or where we reasonably believe that any of these are likely to happen;
- (d) the relationship between you and us has irretrievably broken down (for example you have been threatening or abusive to our staff);
- (e) there is a dispute (which we reasonably believe to be genuine) about the ownership or entitlement to the money in the Client Account;
- (f) there are insufficient cleared funds in the Client Account to cover the amount of the payment;
- (g) the terms of the payee’s account prevent completion of the Automated Payment;
- (h) there are technical issues which prevent us from executing the Automated Payment;
- (i) circumstances beyond our reasonable control prevent us from offering a normal service (such as computer failure or industrial action).

Provided it would not be unlawful for us to tell you why we refused to authorise an Automated Payment, we will notify you either verbally or in writing when we have done this at the earliest opportunity and in any event no later than the day by which funds should have been available to the payee under condition 6.11. Following receipt of this notification you can contact us at any of our branches or by calling our Customer Helpline for details of how to rectify any errors. If a Client Account is blocked for any of the reasons listed in condition 7(a) to (e), it will not be possible to make deposits or withdrawals. If your ClientLine Relationship is blocked for any of the reasons listed in condition 7(a) to (e), you will not be able to set up any new Client Account(s) and any existing Client Account(s) will be blocked.

## 8 Interest

- 8.1 Interest will normally be paid after deduction of income tax at the relevant rate.
- 8.2 Interest payments are ordinarily calculated several days in advance of the actual payment. If transactions occur after the preparation of the interest calculation they will not be taken into account until the next interest payment date. It may be necessary to adjust your capital balance to compensate for any overpayment of interest if withdrawals have taken place in this period.
- 8.3 We will pay interest on each Client Account at variable tiered rates set by us from time to time. Details of rates applying at account opening are detailed in our ClientLine Interest Rates and Key Product Features Leaflet. We also have a 24 hour Investment Interest Rateline, telephone 08450 50 50 74, calls are charged at local rates. Details of interest rates are also available on our website.
- 8.4 Subject to condition 8.6, we can vary the interest rates applicable to any Client Account at any time for any of the reasons specified in condition 8.5, by giving you at least two months notice in writing at the last address known to us. Where we give you notice under this condition 8.4, the change will automatically take effect and you will be taken to have accepted the change unless you notify us that you do not agree to the change as soon as possible and in any event by the end of the two month period. If you notify us that you do not agree to the change, we will take this as notification that you wish to close the Client Account immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 8.5 We can change the interest rate on each Client Account at any time if we believe that the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):
- to respond, in a proportionate manner, to changes in the Bank of England Base Rate or changes generally in the interest rates offered by our competitors in the personal savings market;
  - to enable us to maintain the competitiveness of interest rates charged to our borrowers or paid to the providers of funds to us, while having regard to the interests of our investors, in the interests of our business as a whole;
  - to manage margins between interest rates charged to our borrowers and interest rates paid to our investors, or the providers of funds to us, in the interests of our business as a whole;
  - to respond, in a proportionate manner, to any increase or reduction in costs reasonably incurred by the Society in operating its personal savings business;
  - to enable us to maintain our financial strength in the interests of all our customers;
  - to enable us to harmonise, in a reasonable manner, the interest rates being paid to investors following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with another savings provider or deposit taker;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - for any other valid reason.
- 8.6 Condition 8.4 does not apply to any change in the interest rate applied to any Client Account where:
- the change is to your advantage; or
  - the interest rate applied to the Client Account is linked to a Reference Rate and a change in the interest rate occurs as a result of a change in the Reference Rate.

Where we make a change to the interest rate applied to each Client Account under this condition 8.6 the change will be applied to the Client Account immediately and will be publicised on our website, in our branches and on our 24 hour Investment Interest Rateline.

- 8.7 Interest is calculated daily and paid annually on 30 September. Annual interest can be credited to your Client Accounts or transferred to your Organisation's Bank Account.
- 8.8 You will continue to earn interest on amounts invested up to and including the day before withdrawal.

## 9 Account closures

- 9.1 Your ClientLine Relationship and any or all of your Client Accounts will remain open until they are closed by either you or us in accordance with this condition 9.
- 9.2 From the date you commence your ClientLine Relationship and the date you open each of your Client Accounts, or (if later) the date you receive these terms and conditions on paper or electronically, you have 14 days to notify us (in writing) at Customer Services Department, Leeds Building Society, 105 Albion Street, Leeds LS1 5AS if you are not happy with your choice of account. Within that period we will, if instructed by you, refund your investment with interest from the Client Account opening or, subject to eligibility, transfer the investment to another account of your choice without applying any Fees, Costs or other charges associated with early withdrawal which would otherwise be due.
- 9.3 If you wish to close your ClientLine Relationship and/or any or all of your Client Accounts you must first:
- give us notice to this effect in writing in a Letter of Authority or by all the Authorised Signatories calling into your local branch and completing a form confirming the closure of the Client Account; and
  - pay all amounts you owe us on your Client Account(s), including any Fees and Costs due.
- 9.4 We can, at our discretion, close your ClientLine Relationship and/or any or all of your Client Account(s) by giving you at least two months notice sent to the last known address to us unless the relationship between you and us has irretrievably broken down (for example you have been threatening or abusive to our staff) in which case we will treat you as being in breach of these terms and conditions and can immediately terminate this agreement with you and close your ClientLine Relationship and/or any or all of your Client Accounts. If we terminate this agreement and close your ClientLine Relationship and/or any or all of your Client Accounts, we will return all funds to you with any interest we owe you on each Client Account.
- 9.5 If we close your ClientLine Relationship and/or any or all of your Client Accounts you must pay all amounts you owe us, including any Fees and Costs due.
- 9.6 We can close your ClientLine Relationship and all of your Client Accounts immediately, if we receive notice of your insolvency or loss of regulatory status.
- 9.7 If you want to transfer your ClientLine Relationship and/or any or all of your Client Accounts to another person you must provide a Letter of Authority and you need to have our prior approval which is at our discretion. Only you have any right to the investment or the right to operate the ClientLine Relationship and Client Accounts held with the Society.
- 9.8 If any of your Client Account(s) has a balance of less than £100 and has not been used to deposit or withdraw money for three years or more, we can close the Client Account(s) and retain the balance if we cannot trace you after reasonable enquiry. If you then contact us at a later date requesting that the Client Account(s) be re-opened we shall not unreasonably refuse such a request (providing that you supply to us satisfactory proof of your identity). If we agree to re-open the Client Account(s), we may change the Client Account(s) to a different account type, and credit interest accordingly, or else repay the Client Account balance(s) to you with interest.
- 9.9 If you have money in a dormant Client Account(s), this will always be your property, no matter how many years have passed.
- 9.10 We can close your Client Account(s) and transfer the money to the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008 if:
- we have not been able to find you after making reasonable attempts; and
  - you have not taken any money out of your Client Account(s) or paid any money into it for the past 15 years.

- 9.11 If we close your Client Account(s) under condition 9.10, we will re-open the Client Account(s) if:

- you ask us to; or
- we think it is reasonable to re-open it.

If we re-open your Client Account(s), we will pay back any money which was in the Client Account(s) when we closed it, together with any interest which the money would have earned if the Client Account(s) had stayed open in the meantime. We will reclaim this money back on your behalf from the reclaim fund under the Dormant Bank and Building Society Accounts Act 2008.

## 10 Statements and information

- 10.1 We will issue you with a monthly statement for each of your Client Accounts and a monthly summary statement for all Client Accounts. We may charge for duplicate requests, please see our ClientLine Tariff of Fees and Costs. Each statement will include the following information: a reference enabling you to identify each transaction (and where appropriate information relating to the payee); the amount of the transaction; any charges for the transaction; and the date of a payment into or out of that Client Account.
- 10.2 You must check your statements regularly and tell us as soon as possible of any disputed entry. Please see conditions 13 and 14 for further details in relation to disputed transactions.
- 10.3 You can request a copy of these terms and conditions, our ClientLine Interest Rates and Key Product Features Leaflet and our ClientLine Tariff of Fees and Costs at any time free of charge on request to us.

## 11 Fees and Costs

- 11.1 The Society will not charge for the normal use of cheques or Automated Payments debited to your Client Account(s). However, the Society reserves the right to apply Fees and Costs, if the Society provides other services to you in connection with your Client Accounts, or if you do not comply with these terms and conditions.
- Where we charge a Fee because you ask us to provide a service in connection with your Client Accounts, whether to you or anyone else and the amount of the Fee is set out in our ClientLine Tariff of Fees and Costs, it may only be changed in accordance with conditions 11.3 and 11.4. Examples of activities we may charge a Fee for under this condition include (but are not limited to):
    - cheques credited to your Client Account(s) which are unpaid;
    - stopped cheques.
  - Where we incur a Cost because you fail to fulfil an obligation you have under these terms and conditions, you must pay us all reasonable Costs which we reasonably incur as a result of your failure. Where we have made a genuine pre-estimate of the expenses we are likely to incur, the amount of the Cost we will charge will be set out in our ClientLine Tariff of Fees and Costs and may only be changed in accordance with conditions 11.3 and 11.4.
- 11.2 Where a Fee for a particular service is not set out in our ClientLine Tariff of Fees and Costs, we will tell you the Fee for any other service or product before we provide that service or product and at any time you ask.
- 11.3 We can vary the Fees and/or Costs set out in our ClientLine Tariff of Fees and Costs, charge new or different Fees or Costs or change how you have to pay the Fees or Costs or any of the reasons specified in condition 11.4 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 11.3, the change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change as soon as possible and in any event before the end of the two month period. If you do not agree to the change you can close your ClientLine Relationship and all of your Client Accounts. If you notify us that you do not accept a change, we will take this as notification that you wish to close your ClientLine Relationship and all your Client Accounts immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 11.4 We can at any time vary the Fees and/or Costs set out in our ClientLine Tariff of Fees and Costs in accordance with the notice provisions in condition 11.3 for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- to respond, in a proportionate manner, to changes in the expenses which we reasonably incur in carrying out the relevant activities;
  - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
  - to respond, in a proportionate manner, to changes we may reasonably make in the activities we carry out or to carry out new activities;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - to enable us to harmonise, in a reasonable manner, the Fees and Costs concerned following any acquisition or transfer of deposit or savings accounts or any takeover of, or merger with, another deposit taker or savings provider;
  - to correct an error, if it is reasonable to do so;
  - to enable us to maintain our financial strength in the interests of all our customers;
  - to respond, in a proportionate manner, to increases in inflation;
  - if we have not previously charged, or charged the full cost, for any activity or service, to reflect the costs which we reasonably incur in carrying out the activity or service;
  - for any other valid reason.

## 12 Changes to these terms and conditions

- 12.1 We can vary these terms and conditions at any time for any of the reasons set out in condition 12.2 by giving you at least two months notice in writing at the last address known to us. Where we give you notice of a change under this condition 12.1, the change will automatically take effect and you will be taken to have accepted the change unless you notify us that you do not agree to the change as soon as possible and in any event by the end of the two month period. If you notify us that you do not agree to the change, we will take this as notification that you wish to close your ClientLine Relationship and all your Client Accounts immediately and you may do so without notice or loss of interest and without paying any Fees and/or Costs for withdrawal which would otherwise be due.
- 12.2 We may vary these terms and conditions for any of the following reasons:
- to respond, in a proportionate manner, to changes in the products or services we provide or the way we provide these;
  - to respond, in a proportionate manner, to changes in technology or general practice in the personal savings market;
  - to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
  - to correct errors, if it is reasonable to do so;
  - if we reasonably believe the change is necessary in the interests of our business as a whole;
  - if the change is to your advantage;
  - for any other valid reason.

## 13 Liability

- 13.1 Where an Automated Payment is properly authorised in accordance with condition 6.6 we are responsible for its correct execution unless we can prove that the error was due to the fault of the payee's bank or building society. Where we are liable for an incorrectly executed Automated Payment out of a Client Account we will restore that Client Account to the state in which it would have been had the defective payment not taken place in accordance with condition 14. Where we are liable for the misallocation of funds into a Client Account we will restore that Client Account to the state it would have been in if the payment had been correctly allocated.
- 13.2 Where you wrongly identify the Organisation's Bank Account (including account number and sort code) to which an Automated Payment should be made, we will make reasonable efforts to recover the payment made, but we will not be liable for any losses which may be incurred by you.

- 13.3 If someone other than an Authorised Signatory uses your ClientLine Relationship and/or your Client Accounts dishonestly, in circumstances where they or any other Authorised Signatory has acted dishonestly or without reasonable care and money is withdrawn from your Client Accounts, you will be liable for the withdrawal.
- 13.4 We may give the police or any other prosecuting authority any information we consider relevant.
- 13.5 In case of any disputed transaction, the burden of proving fraud or that your Organisation and/or any or all of your Authorised Signatories have acted without reasonable care, will lie with us. In such cases, we shall expect your Organisation and/or all the Authorised Signatories to co-operate with us in our investigations.

#### **14 Refunds**

- 14.1 You may be entitled to claim a refund in relation to an Automated Payment where:
- (a) the payment was not authorised by you in accordance with condition 6.6; or
  - (b) we are responsible for the transaction which has been incorrectly executed and you have notified us in accordance with condition 14.2.
- 14.2 If you become aware of an Automated Payment which has not been properly authorised or has been incorrectly executed on any Client Account you must notify us by calling our Customer Helpline on 0113 225 7777. This notification must be provided as soon as you become aware of the error and in any event within 13 months of the date of the Automated Payment. If you do not notify us within these timescales you will not be entitled to a refund under this condition 14.
- 14.3 If you are entitled to a refund we will reimburse you for any interest and charges you have incurred as a result of the incorrect execution. We will not be responsible for any losses which are not directly associated with the incorrect execution of the Automated Payment, for example, any liability you incur to a third party for late payment.
- 14.4 In the case of a disputed Automated Payment the burden of proving fraud or gross negligence will lie with us.

#### **15 Confidentiality**

- 15.1 We will only give details of your ClientLine Relationship and/or Client Account(s) to anyone else if:
- you have specifically requested or consented to the disclosure; or
  - the law requires us to do so; or
  - our interests make disclosure necessary; or
  - we have a public duty to disclose.
- Your application form may include a declaration requesting your consent to disclosure for particular purposes.
- 15.2 If, after beginning your ClientLine Relationship, you would like to exercise the right to refuse receiving information about additional services and products, please contact your local branch or call our Customer Helpline.

#### **16 General**

- 16.1 Where necessary, any word in these terms and conditions which is in the singular shall also be read as in the plural and any word which is in the plural shall also be read as if it was in the singular.
- 16.2 These terms and conditions constitute a legal agreement between the Society and you and govern the conduct of your ClientLine Relationship and your Client Account(s).
- 16.3 We will not be liable for any loss you may suffer of any kind whatsoever if we are unable to operate your ClientLine Relationship and/or Client Account(s) or fulfil our obligations to you because of any abnormal and unforeseeable circumstances beyond our control.
- 16.4 Any failure by the Society to enforce any of its rights against you on one occasion, whether in whole or in part, should not be regarded as a waiver of the Society's rights to enforce these obligations on any other occasion whether in whole or in part.
- 16.5 Each of the provisions of these terms and conditions is severable and distinct from the others and if at any time one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.
- 16.6 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 16.7 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

#### **17 Applicable law and jurisdiction**

- 17.1 The relationship between you and the Society is based on the laws of England and Wales.
- 17.2 The terms and conditions of your ClientLine Relationship and your Client Account(s) are subject to the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.
- 17.3 The terms and conditions of your ClientLine Relationship and your Client Account(s) and all documentation relating to these are supplied in English. All communications issued by the Society will be in English.

# ClientLine Relationship Application Form

Please complete this form and return it with a copy of the Professional Qualification Certificate(s) for each of the Authorised Signatories and a 'Letter of Authority' (on your business letterhead) instructing Leeds Building Society to begin the ClientLine Relationship with your Organisation.

## 1 Organisation Details:

Name of Organisation	
Address of Organisation	
	Postcode
Telephone Number	Fax Number
Email	

## Registration Numbers (Please complete all relevant sections)

Company Reg. No.
Law Society Reg. No.
FSA Reg. No.

## 2a Authorised Signatories:

Please enter details of all individuals within your Organisation that will act as an Authorised Signatory.

It is important that you read the section entitled 'Use of Personal Information' (including the information regarding credit reference and fraud prevention agencies) set out below in this application form and by signing this application, you agree that we can use your personal information in this way.

The organisation consents to receive marketing information as detailed in 'Use of Personal Information' section below unless this box is ticked.   
By signing below, you are agreeing to abide by the declarations set out in section 3.

### Signatory A

Title	Surname								
Forename(s) in full									
Role/Job Title									
Signature	Date								
	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

### Signatory C

Title	Surname								
Forename(s) in full									
Role/Job Title									
Signature	Date								
	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

### Signatory B

Title	Surname								
Forename(s) in full									
Role/Job Title									
Signature	Date								
	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

### Signatory D

Title	Surname								
Forename(s) in full									
Role/Job Title									
Signature	Date								
	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

## 2b Operating Instructions:

Please specify the **number** of Authorised Signatories detailed above who are required to sign for changes, conduct general administration of the ClientLine Relationship and the operation of all Client Accounts (including carrying out day to day transactions).

## 3 Declarations:

### I, as an Authorised Signatory:

- request that the above named Relationship be opened in the name of the Organisation set out above, and that the ClientLine Relationship and all Client Accounts will be administered according to the above details.
- agree that the Organisation and all its Authorised Signatories will be bound by the ClientLine Terms and Conditions and the Society's Rules.
- confirm that I have received a copy of the ClientLine Terms and Conditions.
- declare that this application form and all future written applications for Client Accounts have been or will be completed to the best of my knowledge and belief.
- confirm that I have full authority, in accordance with the Organisation's constitution, to commence and operate the ClientLine Relationship and all Client Accounts on behalf of the Organisation set out above.
- agree to notify the Society in accordance with the ClientLine Terms and Conditions of any change to the ClientLine Relationship and/or Client Accounts.
- confirm that the Organisation will have sufficiently verified the identity of all its Clients for whom it opens a Client Account in accordance with all applicable statutes, legislation, regulations, codes of conduct and proactive requirements including but not limited to the Money Laundering Regulations, the EU Third Money Laundering Directive and the Joint Money Laundering Steering Group Guidance.
- agree that the Organisation will if requested by the Society provide full details of the identity of the Client(s) for all/any Client Accounts.

### Use of Personal Information

Information which you provide or which we obtain through your dealings with us will be held on the Society's computers and in other records. We may pass on such information as follows:

- To subsidiary and associated companies of the Society who may use it for marketing purposes as mentioned below. You can ask for a list of such companies.
- To anyone whom we transfer our rights and duties under our agreement with you.
- If we have a duty to do so or if the law allows us to do so.
- If you are not an existing customer for whom we already hold sufficient identification details, we may use electronic means to verify and validate your identity.

We may undertake a search with a credit reference agency for the purposes of verifying your identity and the details submitted, in line with regulatory requirements.

We use the Experian credit reference agency for our identity checks. Experian may check the details supplied against any database (public or otherwise) to which they have access. They may also use the details in the future to assist other companies for verification purposes. A record of the search will be retained, but it will not affect future credit.

You have the right to apply directly to Experian (at the address below) for details of information, which they hold about you - this is subject to payment of a fee. You should ensure that your letter includes:

- Your full name: title, forename, 2nd initial, surname (and maiden name if appropriate)
- Details of all addresses you have lived at over the last 6 years - including town, county, postcode and date you moved in
- A cheque or postal order, payable to 'Experian' for the fee, currently £2.00
- The date and your signature to authorise the Credit File request.

Consumer Help Services, Experian, PO Box 8000, Nottingham NG1 5GX. Website: www.experian.com

By proceeding with this application you are agreeing to a search being undertaken in this way.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Checking details on applications for credit and credit related or other facilities
- Managing credit and credit related account or facilities
- Recovering debt
- Checking details on proposals and claims for all types of insurance
- Checking details of job applicants and employees

Please contact us on freephone 0500 225777 if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

You have the right on payment of a fee to receive a copy of the information we hold about you if you apply in writing to the Compliance Department, Leeds Building Society, 105 Albion Street, Leeds, LS1 5AS. We may monitor and/or record your telephone conversations with the Society to ensure consistent service levels (including staff training).

### Leeds Building Society Group Marketing Programme

We may use and share your customer records including your contact details, details about this application and any of the services we provide to you, with:

- companies within Leeds Building Society Group (including in particular Leeds Financial Services Limited) and;
- companies which form part of its strategic partnerships.

You can ask us for a list of such companies.

This is so that we or they may contact you by mail, telephone, fax or email with Society news, and to inform you about our or their financial services including mortgages, savings and investments, life products, loans and credit cards, general insurance and financial planning services and of competitions or offers which may be of interest to you. By submitting this application you agree to being contacted as described unless you have ticked the box in the consent section in 2a above.

www.leedsbuildingsociety.co.uk  
105 Albion Street, Leeds LS1 5AS  
Tel: 0113 225 7777

**Leeds**  
Building Society