

General Investment Conditions (Gibraltar/Offshore)

This leaflet sets out the Society's General Investment Conditions (Gibraltar/Offshore).

You will find specific Product Conditions and information about how your investment account works in the product leaflet for the account you have chosen.

If there is a conflict between the General Conditions and the Product Conditions then the Product Conditions will take precedence.

Please read this leaflet and keep it in a safe place for future reference together with the product leaflet.

1 Account Opening

1.1 The Society is subject to obligations which require that we verify both the identity and address of investors. When accounts are opened each investor must provide at least one document from each of the lists below. For confirmation of identity, the documents produced must be originals or copies certified by an Accountant, Banker, Senior Civil Servant, Doctor, Financial, Institution, Justice of the Peace, Lawyer, Member of the Gibraltar Parliament, Minister or Religion, Police Officer or Teacher. For confirmation of address, the documents produced must be originals.

Confirmation of Identity;

- Current UK or Gibraltar passport;
- Gibraltar National card.

Confirmation of Address;

- Bank, building society or credit card statement;
- Utility bill (not mobile phone bill).

1.2 When opening your Account, you will also need to provide us with information detailing the purpose of the Account and the reason for opening it. We are also required to enquire as to the origin of funds paid into the account.

1.3 If your account is opened by post two original documents confirming address will be required (each document must be from a different source). One of the following documents can be used as a second form of address confirmation in addition to those specified above.

- Mobile telephone bill;
- Listing in local telephone directory;
- IBI tax document;
- Letter or policy document from a home or motor insurance company quoting a policy number.

The Society may accept other forms of appropriate identification at its discretion.

1.4 The Society takes appropriate steps to satisfy itself regarding the identity of its investors and these may include making further enquiries or seeking additional references.

1.5 If you already have an account with the Society, you do not need to provide confirmation of identity, provided your account has been active within the previous 12 months (however the Society would still require you to provide confirmation of address as above).

1.6 Where the above requirements cannot be satisfied, a birth certificate will be accepted as proof of identity for investors under the age of 18. Proof of parent or guardian's address will be acceptable as confirmation of address.

1.7 From the date of account opening, or (if later) the date you receive the account terms and conditions on paper or electronically, you have 14 days to notify us (in writing) 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 account opening or, subject to eligibility, transfer the investment to another account of your choice without any charge for early withdrawal.

1.8 No one apart from you or your personal representatives can enforce against us either these conditions or your rights in respect of the account.

2 Joint Accounts

If the account is held in joint names:

- all information regarding the account will be sent to the first named account holders registered address.
- liability to the Society is joint and several, meaning that each named investor is responsible for all the obligations of the account.
- if one investor dies the account vests in the name(s) of the survivor(s) and will be automatically transferred to the other(s) on production of the death certificate or a certified copy.
- unless you have given us written notice to the contrary any investor named on the account will be able to withdraw money from the account and give other instructions as to the operation or closure of the account without the authority of the other(s).
- it is the responsibility of joint account holders who are partners and become subject to divorce or separation to give notice to the Society if they wish to change the operation of their account (i.e. both to sign).

3 Membership

Investments in Gibraltar/Offshore accounts are deposits only and do not represent shares in the Society.

4 Payments to your Account

4.1 The minimum and maximum amounts which you can invest and the minimum balance you must keep in the account (if any) are set out in the Product Conditions.

4.2 When you pay in money by cheque:

- interest is calculated from the third working day after the payment is received (Saturdays, Sundays and Gibraltar National Holidays are not working days).
- the cheque should be made payable to the investor(s) or to Leeds Building Society for the account of the investor(s). Your account number should be written on the back.
- 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 from your account and may make a charge for this.
- the cheque will normally be deemed as being out of date if it is paid in more than six months after its date.

4.3 When you pay money in by cash or bank transfer or from another account with the Society (cleared funds) or an automated payment such as an internet payment or standing order, interest is paid from the day of receipt.

4.4 Except for payments to your account by way of international money order, we will not carry out any currency conversion when you pay money into your account. Accordingly if the account is a euro account, you may only pay in money in euros. If the account is a pounds sterling account, you may only pay in money in pounds sterling.

5 Withdrawals

5.1 You may not withdraw against a cheque, or and automated payment such as an internet payment or a standing order, until the money has reached your account (cleared) in accordance with the central clearing cycle operated by banks. Between banks this normally takes 3 working days but as we are not a clearing bank, the cheque or other payment will not be cleared until (normally) 6 working days after we receive it.

5.2 We are not obliged to stop payment of a cheque issued from your account unless you return the cheque to us for cancellation before it is presented for payment.

5.3 We can (after giving you written notice) keep any money in any account which you have with us and set it off against any money you owe us whether under a mortgage, guarantee, or otherwise (including overdrawn balances and account charges) provided that the money is due. Interest or bonuses will not be payable on any money used in this way. Money which is used in this way may be converted to the currency of the debt or sum of money which is owed to us (if different). This conversion will be carried out at the exchange rate which is prevailing at the time of set-off without any reference to you. Accordingly, any currency exchange risk will be yours

and no liability in this respect will be accepted by us.

5.4 If you wish to make a withdrawal from your account at our Gibraltar branch, you may be asked to produce confirmation of identity before the transaction is carried out.

5.5 You must produce the relevant Account Document (see section 8.1) before making a withdrawal except where alternative methods of withdrawal are permitted as specified in the Product Conditions.

5.6 Except for withdrawals from your account by way of international money order, we will not carry out any currency conversion when you withdraw money from your account. Accordingly if the account is a euro account, you may only make a withdrawal in euros. If the account is a pounds sterling account, you may only make a withdrawal in pounds sterling.

6 Interest Payments

6.1 Interest will be paid gross - without the deduction of income tax. Payment of gross interest does not imply that the interest you receive is exempt from tax. It is your responsibility to advise the appropriate tax authorities of any interest received.

6.2 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.

7 Account Closures

7.1 Unless the investment has been accepted for a fixed term which has not yet expired we can at our discretion repay to you all or part of your investment at any time on giving 30 days notice provided that if you are required to give more than 30 days notice to close your account we shall give you an equivalent period of notice before closing your account.

7.2 If you want to transfer your investment to some other person you need to have our prior approval which is at our discretion. Only the named account holder(s) has any rights to the money held in their account or the right to operate an account held with the Society.

7.3 If you have an investment account with a balance of less than £100 (or the equivalent sum in euros if the account is a euro account) which has not been used to deposit or withdraw money for three years or more we can close the account and retain the balance if we cannot trace you after reasonable enquiry. If you then contact us at a later date requesting that the account be reopened we shall not unreasonably refuse such a request. We may change the account to a different account type, and credit interest accordingly, or else repay the account balance to you with interest.

7.4 You may close an account with us by telling us in writing, returning your Account Document, (see section 8.1) paying any money you owe us in respect of the account, and withdrawing the account balance. In relation to some accounts such as fixed term investments, the Product Conditions may impose further Conditions upon closing the account

further Conditions upon closing the account which you must comply with.

- 7.5 If there is reasonable suspicion that your account may be being used for illegal purposes or if we become aware that there is a dispute over ownership of the account (including a dispute between joint investors), then we may freeze the account until the position is resolved. If an account is frozen it will not be possible to make deposits or withdrawals in respect of it.

8 Account Documentation

- 8.1 An "Account Document" means your passbook, certificate or similar item which we have designated an Account Document. All Account Documents remain our property and must be returned to us on request. We may need to request the return of the Account Document to update your account or for other purposes.
- 8.2 If you discover that an Account Document is missing or stolen (or you believe it contains an error or discrepancy) you must tell us as soon as possible by contacting our Gibraltar branch or our Customer Helpline. In the case of a lost or stolen Account Document you will be issued with a new Account Document after you have given such evidence of loss as we may reasonably require and provided us with an indemnity or payment of a fee if we reasonably require this.
- 8.3 If someone other than you uses the Account Document dishonestly, in circumstances where you have acted dishonestly or without reasonable care and money is withdrawn from your account, you will be liable for the withdrawal.
- 8.4 You must write straight away to our Gibraltar branch to advise of any change of name and/or address. Please enclose your Account Document with the letter. Alternatively, you may call into our Gibraltar branch to advise of these changes.

9 Statements

Statements will be issued on request or, annually for postal accounts. A charge will be made for duplicate requests.

10 Account Charges

- 10.1 Details of account charges are listed in our Tariff of Investment Services Charges Euro/Sterling (as the case may be) which is reviewed annually.
- 10.2 We may change or increase charges or introduce a new charge at any time for any of the following reasons:
- to reflect changes in costs (including our own reasonable management and administrative costs) which we reasonably incur in respect of the relevant activity or service;
 - to reflect changes we may reasonably make in the service or activity we are providing or undertaking; and
 - if we reasonably consider it is fair to do so in the interests of our business as a whole;
- 10.3 Whenever we change or increase any of these charges or introduce a new charge for any reasons mentioned in section 10.2 we will give you individual notice at least 30 days before the charge is to take effect.

10.4 We may also change or increase charges at any time for any valid reason (not being a reason mentioned in section 10.2). If we do so:

- we will give you individual notice at least 30 days before the change is to take effect;
- we will tell you the reason for the change in the notice we send you; and
- if the Product Conditions for your account require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or number of withdrawals you may make in any period, then from the date you receive notice of the change you will have a minimum of 30 days or if greater, a period of time equal to your notice period, to close your account without notice and without loss of interest.

11 Changes to Conditions

11.1 Unless the Product Conditions provide otherwise we can change the rate of interest to be paid at any time for any of the following reasons:

- if it is reasonable to change the rate to reflect changes which have occurred, or which we reasonably expect to occur, in interest rates generally or in the personal savings market;
- to enable us to maintain the competitiveness of interest rates paid to our borrowers;
- 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 reflect changes and costs incurred by the Society or in the financial strength of the Society;
- 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 deposit taker; and
- if it is reasonable to make a change following a decision or recommendation made by a court, regulatory body, Ombudsman or other official body or as a result of a change (or anticipated change) in the law or the interpretation of the law, or any relevant codes.

11.2 We will notify you of any change under Section 11.1 either by:

- notice to you individually within 30 days of the change taking effect; or
- a general notice displayed in our Gibraltar branch, Head Office and on our website, and by advertisement in two national newspapers (selected at our discretion from The Times, The Telegraph and (the Daily Mail) within three working days of the change taking effect;

For postal, internet and telephone accounts details of changes will be given to you by individual notice within 30 days of the change taking effect.

11.3 Unless the Product Conditions provide otherwise we may also change the rate of interest to be paid at any time for any valid reason (not being a reason mentioned in Section 11.1) if we do so:-

- we will give you individual notice of the change before, or as soon as reasonably practicable after, such change is to take effect; and

- we will tell you the reason for the change in the notice we send you.

11.4 Any notice of an interest rate change under this Condition will clearly state the previous and new interest rate.

11.5 We may vary the Conditions (other than in respect of changes to interest rates or charges) at any time for any of the following reasons:

- to reflect changes in the products or services we provide or the way we provide these;
- to reflect changes in technology or general banking or building society practice;
- if it is reasonable to make the change following a decision or recommendation made by a court, regulatory body, Ombudsman or other official body or as a result of a change (or anticipated change) in the law or interpretation of the law;
- to correct errors;
- if we reasonably believe the change is necessary in the interests of our business as a whole;
- if the change is to your advantage.

11.6 Unless we consider any variation of the Conditions under section 11.5 (other than in respect of changes to interest rates or charges) is to your disadvantage we may make the change immediately and may notify you individually within 30 days of the change becoming effective.

11.7 We will give you individual notice of any change under 11.5 (other than in respect of changes to interest rates or charges) which we consider is to your disadvantage at least 30 days before the change becomes effective. You may close your account within 60 days of the date of such a notice without giving notice or paying any charge for early withdrawal which would otherwise be due.

11.8 We may also vary the Conditions (other than in respect of changes to interest rates or charges) at any time for any valid reason (not being a reason mentioned in section 11.5) if we do so:

- we will give you individual notice at least 30 days before the change is to take effect;
- we will tell you the reason for the change in the notice we send you; and
- if the Product Conditions for your account require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or number of withdrawals you may make in any period, then from the date you receive notice of the change you will have a minimum of 60 days or if greater, a period of time equal to your notice period, to close your account without notice and without loss of interest.

11.9 If there is a major change or a number of minor changes we will send you a revised copy of the Conditions.

12 How to contact us

12.1 Our Gibraltar branch is usually open from 9am to 5pm Monday to Friday. Opening may be delayed by 30 minutes to allow for staff training.

12.2 The telephone number for your branch will be listed in local directories. A message receiving service is available outside of opening hours. Alternatively you may contact our Customer

Helpline on +44 113 225 7777 from 8am to 8pm seven days a week.

12.3 If you have a postal account please telephone Leeds Building Society Direct for your requirements during branch opening hours. The number is +44 113 225 7777. At other times ring the Customer Helpline. Branches are not able to effect transactions on postal accounts.

12.4 If you would like information about the interest rates currently applying to the Society's investment accounts, please telephone (00350) 200 50602 for details of postal accounts or (00350) 200 50602 for details of all other accounts, or ask at any branch.

12.5 Please quote your account number whenever you contact us by post or telephone.

12.6 You may also obtain information about our accounts and interest rates currently available from our website at: www.leedsbuildingsociety.co.uk/gibraltar.

13 Customer Service and Protection

13.1 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 which may arise. Should you need to refer a matter of complaint to us details of the procedure are available from our Gibraltar branch or our Customer Helpline.

13.2 The Society is a member of the Financial Services Compensation Scheme. A separate leaflet outlining the details of this is available on request from our Gibraltar branch or our Customer Helpline.

13.3 We will only give details of your account or personal details to anyone else if:

- you have specifically requested or consented to the disclosure;
- the law requires us to do so;
- 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.

14 Applicable Law and Jurisdiction – Gibraltar / Offshore

14.1 The relationship between yourself and the Society is based upon Gibraltar law.

14.2 The Conditions shall be construed in accordance with Gibraltar law and any dispute shall be subject to the exclusive jurisdiction of the Gibraltar court.

14.3 The terms and conditions of your account and all documentation relating to your account are supplied in English. All communications issued by the Society to you will be in English.

Large text, Braille and audio tape versions of our our brochures are available on request.