

Changes to the terms and conditions of the Manchester Savings Accounts which will take effect on the Effective Date

The changes to your existing Manchester savings terms and conditions which will take effect in respect of all existing Manchester savings accounts on the Effective Date are set out in Appendix B of this schedule. A summary of key changes to the terms and conditions is set out in Appendix A of this schedule.

The changes set out in Appendix B allow Manchester savings accounts to operate in a manner which is consistent with Newcastle's systems and procedures to the extent that this is possible to implement from the Effective Date. They also enable Newcastle to make further changes within three years of the Effective Date to more fully integrate Manchester savings accounts with Newcastle's systems and procedures.

If you have a savings account with Manchester, please read the full wording of these changes in Appendix B of this schedule carefully, as they are much more detailed than the summary in Appendix A.

If you have any questions, you should contact our Savings Helpline on 0161 923 8065.

Please note that Newcastle will be unable to answer any questions relating to your specific account(s) as this information will not be available to them prior to the Merger.

**APPENDIX A: Summary of changes to the Manchester savings accounts terms and conditions
2nd January 2020 edition (the Manchester Conditions)**

Manchester Conditions	What the term does	Summary of the change and the new term
Condition 1.0: Definitions/ Condition 3.0: About Us	Sets out the meanings of certain capitalised words and details for Manchester	The definitions of “we” “us” and “the Society” have changed so that they refer to Newcastle rather than Manchester. Similarly, we have included the address and firm registration number for Newcastle (see New Condition 2). We’ve also added some new definitions for new capitalised words used in these Conditions. These are set out in the Glossary at the end of Appendix B.
Condition 4.0: Membership	Sets out whether you are a member or not and refers to Manchester’s Rules	After the merger, you will be a member of Newcastle unless you are a limited company or limited liability partnership. You will be subject to Newcastle’s Rules (see New Condition 1).
Condition 3.3: Making Contact	Sets out the way you can contact Manchester	After the merger, Newcastle may want to contact you by post, telephone or via email. Currently your Manchester terms do not set out how Manchester may contact you, so Newcastle is including terms to allow this (see New Condition 3). The methods by which you contact us about your account after the merger will stay the same as at present, until we tell you otherwise. You are also able to request these Conditions in Braille or larger print (see New Condition 4).
Condition 12: Deposits	Restricts the amounts you can hold in your accounts	The Manchester conditions included maximum limits on the amounts you could hold in your accounts with Manchester up to £85,000. After the merger, any such restrictions will no longer be in place but subject always to any express maximum limitations which may be included in the specific product terms applicable to your account (see New Condition 5).
Condition 13: Withdrawals	Sets out the terms governing withdrawals from your account	After the merger we may carry out additional security checks where a proposed withdrawal exceeds £250,000 (see New Condition 6).
Condition 13: Withdrawals and	Sets out the procedure for making withdrawals from your account	Currently under the Manchester conditions, you must give us notice of your intention to make a withdrawal by notice in writing or by telephone (together with a written request) following which withdrawals can be made by cheque or CHAPS (although CHAPS is not available for easy access accounts, cash ISAs or offset savings

<p>Condition 15: Electronic Payments</p>	<p>Sets out the restrictions and procedures for making payments out by CHAPS</p>	<p>accounts). It is not currently possible to make withdrawals by cash.</p> <p>Under the revised conditions (see New Condition 7), there are two key changes:</p> <p>First, if you have a personal savings account (not business savings accounts which already have the ability to set up nominated bank accounts), you can set up a nominated linked account for making withdrawals.</p> <p>Establishing a nominated linked account will allow withdrawals to be made electronically by faster payments to your nominated linked account.</p> <p>The change will mean that payments can be made from your account quickly and without the charges associated with CHAPS payments, but it is also necessary to meet Newcastle's procedures for safeguarding against fraud.</p> <p>Second, from the date the change comes into effect, customers will no longer be able to make withdrawals by CHAPS (except where this is for a house purchase). Until a nominated linked account is established to enable automated payments, customers will only be able to make withdrawals by cheque.</p> <p>It is not possible for these changes to take place immediately upon the merger. Newcastle intends to make the change on a later date within 12 months of the merger, once the operational integration work is completed. Newcastle will notify you 60 days in advance of the changes and let you know what will be needed to set up the nominated linked account.</p> <p>If the changes are disadvantageous to you (for instance because you can no longer make withdrawals by CHAPS (except where this is for a house purchase)), you may within 60 calendar days of receiving our notice close your account or transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account), in each case without giving any notice which may be required by your product special conditions, paying any fee or losing any interest which has accrued up to the date of closure or transfer.</p> <p>Once it has been set up, your nominated linked account must be in your name and registered to your address.</p>
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<p>Condition 5: Manchester</p> <p>Changes to terms and conditions/ Condition 11: Condition 5 sets out the circumstances in which Manchester can change the terms and conditions which apply to your account.</p> <p>Interest/ Condition 18: Manchester Condition 11.8 to 11.13 deals with changes to the interest rate applicable to your account.</p> <p>Charges Manchester Condition 18.4 to 18.8 deal with changes to the charges for items relating to your account.</p>		<p>The circumstances in which changes can be made to the Conditions, charges and to the interest rate applicable to your account remain similar. The following key changes are being made:</p> <ul style="list-style-type: none"> • The provisions governing the changes we may make to the Conditions, charges and interest rates are now brought together in one clause for simplicity (New Condition 8) • The time periods for giving notice of changes are visible in one simple table (see New Condition 8). There are differences in the timings for when certain changes become effective as follows: <ul style="list-style-type: none"> ○ Where a change to the Conditions or product specific conditions disadvantages you or increases the charges applicable to your account, Newcastle will give 30 calendar days' notice of the change before it is effective (Manchester gave 2 months) but you will have 2 months from the date of our notice to close the account without charge. ○ where we make a change which decreases the interest rate, you will still get 14 days' notice of the change as before and will have a period of 30 days to close the account without charge. <p>In addition, Newcastle is including a right (see New Condition 8.3) to make further changes to the Conditions and to any product specific terms where Newcastle reasonably believes the change is needed to fully integrate Manchester's products with Newcastle's systems and procedures, for instance dealing with the way you can pay in and withdraw monies into/from your account. The ability to make such changes will remain in place for a period of three years from the Effective Date, which is the period Manchester and Newcastle believe is reasonably required for integration.</p> <p>If a change made under New Condition 8.3 is to your disadvantage, you will have the right to close your account or transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account), within</p>

		<p>60 days of notice of the change, without giving any notice which may be required by your product special conditions, paying any fee or losing any interest which has accrued up to the date of closure or transfer.</p> <p>You have an additional right to close your account or transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account), within 60 days of the Effective Date, if any of the changes under the New Conditions are to your disadvantage.</p>
Condition 22: Unauthorised payment transactions	Sets out how to dispute unauthorised or incorrect payment transactions and the circumstances in which Manchester will or will not be liable for unauthorised or incorrect transactions.	The new terms are much shorter and clearer and aligned with Newcastle's systems and procedures for dealing with unauthorised or incorrect transactions. The terms are however similar.
Condition 25: data protection and confidentiality	Sets out how Manchester can hold and use your personal data	<p>The terms of Newcastle's privacy policy will apply to your account as from the date of the merger.</p> <p>Newcastle's current privacy policy, can be viewed at: www.newcastle.co.uk/faqs/website-online-services/privacy-data-protection-policy</p>

APPENDIX B: The New Conditions

The changes set out in this Appendix B will override any conflicting terms which apply to your account immediately before the Effective Date (including terms contained in Manchester's rules or your application form, terms contained in interest rate or charge leaflets, any terms which apply to particular types of savings account and terms which apply to savings accounts generally).

These New Conditions are limited to those which we and Manchester agree are reasonably required to integrate Manchester's savings products with our systems and procedures. Except where they are overridden, the terms which apply to your account immediately before the Effective Date will continue to apply.

References in this Appendix B to "the Conditions" cover your Existing Conditions as amended by the New Conditions.

These changes will take effect from the Effective Date.

1 Your Membership of the Society

- 1.1 Unless the product specific terms of your account say otherwise your account is a share account. This means it gives you membership rights in Newcastle Building Society, but only the first named account holder can vote in our annual AGM. Sole traders and partnerships will have a share account with Newcastle and will therefore be members. Limited companies and limited liability partnerships will have a deposit account with Newcastle and will not therefore have membership rights.
- 1.2 As you have an account with us, you are bound by the Rules of Newcastle Building Society. If you'd like a copy of our Rules, call us or visit our website: www.newcastle.co.uk/about-us/governance/our-committees/.

2 When we refer to us

- 2.1 Whenever we use the words "we", "us", "our" or "the Society", we mean Newcastle Building Society and "we" includes any successor to our business or to whom our rights under your account are transferred.
- 2.2 Newcastle Building Society's principal office is at: 1 Cobalt Park Way, Wallsend, NE28 9EJ. Newcastle Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Newcastle Building Society is entered in the Financial Services Register under number 156058.

3 How we can contact you

- 3.1 We may contact you by post, telephone or electronically using the contact details we have for you, including any e-mail addresses you have agreed we can use. Correspondence will be sent to the first named account holder. Where we hold an e-mail address for you, correspondence may be sent by e-mail, otherwise it will be sent by letter. It is your responsibility to ensure that the e-mail address we hold for you is kept up-to-date. If any e-mail cannot be successfully delivered to you, we will send you information by letter.
- 3.2 We will never ask you for details about your account, security details or any confidential information by e-mail. So please do not reply to any e-mail asking for this information. Please tell us if your contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We'll communicate with you in English.

4 Accessibility

We're committed to making sure that all of our products and services are accessible to all of our members. If you want these Conditions in larger print, in Braille or audio format, please let us know. If you'd like more information or want to receive correspondence from us in an alternative format please call us on: 0161 923 8065. You can ask for a copy of these terms at any time.

5 Deposits

The minimum and maximum amounts that can be held in any particular account are set out in the Product special conditions for that account. Other than as may be set out in the Product special conditions, there is no restriction on the maximum amount you can deposit and hold in your accounts with us.

6 Security checks for withdrawals

- 6.1 You may have to go through extra security checks if you want to withdraw more than £250,000 and any withdrawals must be authorised by you.
- 6.2 We may ask you to give us proof of your identity or provide additional information or documents to us, before we agree to carry out the transaction. The withdrawal cannot be authorised by you until you have provided us with the information we ask for.

7 Nominated linked accounts for personal savings accounts

- 7.1 The provisions set out in New Conditions 7.2 to 7.11 will come into force and be effective from the Nominated Account Date. We will give you at least 60 days' notice in advance letting you know when the Nominated Account Date will be and the process for setting up the Nominated linked account. If the change is to your disadvantage (for example, because you can no longer make withdrawals by CHAPS (except where this is for a house purchase)), you will have the right to close your account or transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account) without giving any notice which may be required by your product special conditions, paying any fee or losing any interest which has accrued up to the date of transfer or closure.
- 7.2 For personal savings accounts only (not business savings accounts), from the Nominated Account Date:
 - 7.2.1 you can set up one Nominated linked account to be used for automated payments from your account;
 - 7.2.2 automated payments can only be made from your account to the Nominated linked account in your name; and
 - 7.2.3 withdrawals by CHAPS from your account will only be available for house purchases.
- 7.3 You can only have one Nominated linked account which will apply across all of your accounts with us. If you hold a joint account, the same Nominated linked account will also be linked to this.
- 7.4 The Nominated linked account must be a UK personal current account, held in your name and registered to your home address. We may ask for proof of this.
- 7.5 If you hold an online account, you can change your Nominated linked account online. If you hold any other type of account, then you can write to us to change it.
- 7.6 The quickest way to change your Nominated linked account is online.

- 7.7 If you add or change your Nominated linked account online, a code will be sent to you by 2nd class post. Once received you can activate your Nominated linked account by following the instructions provided to you.
- 7.8 If you add or change your Nominated linked account by telephone, post or in branch, it can take up to 6 working days for this to happen and you may be required to complete security checks.
- 7.9 Until it is changed, no withdrawals can be made to the new Nominated linked account but you can continue to make withdrawals to your existing Nominated linked account.
- 7.10 We may carry out electronic checks to ensure the Nominated linked account is held in your name.
- 7.11 If we cannot confirm that the Nominated linked account is held in your name we may ask you to provide documents to prove ownership.

8 Changes to our terms and conditions, interest rates and charges

8.1 We can change these terms and conditions and the product specific terms for your account at any time. This includes changes to interest rates and charges BUT any change will be appropriate and in proportion to the impact on us. Unless the Product special conditions say otherwise, we can change these terms, the rate of interest or any charges for any of the following reasons:

- to reflect changes in market conditions;
- if the change is to the advantage of our members;
- to respond to changes in how much it costs us to provide accounts, including our funding costs if relevant;
- to make the interest rates being paid to savers consistent following any acquisition or transfer of savings accounts or any conversion or takeover of, or merger with, another financial institution;
- to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation or services;
- to make sure we maintain our financial strength and are run prudently for the benefit of our members;
- to correct mistakes (if it is reasonable for us to do so);
- to respond to changes in the law, the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or any code of practice with which we intend to comply; or
- to respond to changes in a reference rate.

8.2 How we let you know if we make any changes to our terms, interest rates or charges under New Condition 8.1 (see the table below):

Type of change	Notice	When we inform you	Can you close your account without charge?
Changes to the Product special conditions, terms or charges that disadvantage you	Personal notice in writing	At least 30 calendar days	Yes – within 60 calendar days of our notice
Changes to your interest rate that disadvantage you	Personal notice in writing	At least 14 calendar days	Yes – within 30 calendar days of our notice

Any other changes	Personal notice and/or notice in branch or our website	Immediately	Yes - unless the product special conditions say you can't
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8.3 We can also change these Conditions, the Product special conditions for your account and any other terms which apply to your account at any time within the period of three years from the Effective Date (being the period Manchester and we believe is reasonably required to fully integrate Manchester's products with our systems and procedures), if we reasonably believe the change is needed for any of the following reasons:

- To allow your account to be migrated from the IT systems used by Manchester to the IT systems used by us to maintain and operate accounts;
- To allow your account to be operated in a way consistent with our systems and procedures for:
 - a. the methods by which you can pay into and make withdrawals from your account;
 - b. any relevant cut-off and processing times applicable to payments into and withdrawals from your account (and when interest will start to be calculated, for payments in);
 - c. access, security and authorisation for payments into, withdrawals from and the operation and administration of your account;
 - d. accruing (or charging), calculating and crediting (or debiting) interest;
 - e. implementing changes in the interest rate applicable to your account;
 - f. charging, calculating, debiting and changing charges relating to your account (including the amount of applicable charges); and
 - g. implementing changes to the terms which apply to your account;
- To ensure that the provisions for giving and receiving notifications and communications under the terms of your account are consistent with our procedures for giving and receiving notifications and communications (including by updating your or our contact details);
- To ensure that the terms of your account are consistent with our systems and procedures for closing accounts;
- To ensure the terms of your account are consistent with our systems and procedures for complaint handling; and
- To comply with legal and regulatory requirements and the guidance and recommendations of our regulators in connection with the operation of your account and its transfer to us.

8.4 Where we make a change under New Condition 8.3, we will give you at least 60 calendar days personal notice in writing.

8.5 If a change we make under New Condition 8.3 is to your disadvantage (on its own or in combination with other changes made using New Condition 8.3), you may within 60 calendar days of receiving our written notice under New Condition 8.4 either:

8.5.1 close your account; or

8.5.2 transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account),

in each case without giving any notice which may be required by your Product special conditions, paying any fee or losing any interest which has accrued up to the date of closure or transfer. Our notice under New Condition 8.4 will state that the change is being made under New Condition 8.3 and refer to your rights under this New Condition 8.5.

8.6 If any of the changes made under the New Conditions is to your disadvantage, you may within 60 calendar days of the Effective Date, either:

- 8.6.1 close your account; or
- 8.6.2 transfer the funds held in the account to another new or existing account of Newcastle (subject to complying with the eligibility criteria and the terms of the relevant Newcastle account),

in each case without giving any notice which may be required by your Product special conditions, paying any fee or losing any interest which has accrued up to the date of closure or transfer.

9 Using and protecting your account

- 9.1 You must keep all your security details safe and secure at all times. We will never give out your security details but we may include your account number on correspondence we send to you for ease of reference.
- 9.2 You should inform us if your personal details change. So we can continue to contact you about your account, you should let us know as soon as possible if you change your:
- name;
 - address;
 - phone number; or
 - e-mail address.
- 9.3 We may ask you for proof of identity when you change your details.
- 9.4 You must tell us immediately if your security details are used by someone else. You must tell us immediately if your security details are lost, stolen or at risk of being misused.
- 9.5 We may stop the use of your security details if we reasonably think, or suspect, they could be used by someone else.

10 Unauthorised Transactions

- 10.1 You authorise a transaction where you ask us to make a withdrawal in accordance with these terms and conditions. Once you give us authority to make a withdrawal, you cannot cancel it.
- 10.2 An 'unauthorised' transaction is a payment made from your account without your permission.
- 10.3 A transaction is also 'unauthorised' if it was fraudulent or there's a dispute.
- 10.4 A transaction is not unauthorised if:
- We can prove you authorised the transaction; or
 - We can prove you are at fault because you acted fraudulently or because you deliberately or with 'gross negligence', failed to protect the details of your passbook, passcard or security details in a way that allowed the transaction.
- 10.5 A payment is incorrect if, contrary to your instructions, we give wrong information to your payee's bank, e.g. the account number or the amount.
- 10.6 We are liable for an incorrect payment unless we can show that the payee's bank received the payment correctly.
- 10.7 We are responsible for carrying out your instructions correctly.
- 10.8 If you discover an incorrect or unauthorised transaction, you must inform us as soon as possible but always within 13 months of the date of the transaction. If you do not notify us within 13 months, we might not give you a refund.

- 10.9 If you tell us that you didn't authorise a payment from your account, except when we decide to investigate, we will refund the amount taken out within 24 hours (or by the end of the next business day if we are notified on a Friday) and return your account to the position it would have been in if the transaction had not taken place.
- 10.10 If we later discover that you did allow the transaction, we will claim the amount back from you as well as any fees and interest you owe us.
- 10.11 If we reasonably suspect that you may not be entitled to a refund we may investigate before giving you the refund.
- 10.12 If we decide to investigate we will tell you this by the next working day and may ask you to confirm in writing that you didn't authorise the payment. We will then carry out an investigation. Unless we can show that you authorised the transaction or that you are responsible for the unauthorised or incorrect transaction, we will refund you within 24 hours.

11 Privacy Policy

- 11.1 The privacy notice previously used by Manchester will be changed to the privacy policy used by Newcastle. A copy of this is available on Newcastle's website:
www.newcastle.co.uk/faqs/website-online-services/privacy-data-protection-policy.
- 11.2 Newcastle may change its privacy policy periodically to keep it up to date.

GLOSSARY

In the Conditions:

“Account” or “savings account”	means your savings account with us subject to these terms and conditions and any Product special conditions.
“Account holder(s)”	means a person whose name the account is held in (whether alone or with someone else).
“Conditions” or “these terms and conditions”	means the Existing Conditions (as modified by the New Conditions set out in this Appendix B).
“Effective Date”	means the date (proposed to be 1 July 2023) specified in the registration certificate issued by the Financial Conduct Authority to Newcastle Building Society pursuant to section 94(8) of the Building Societies Act 1986 in connection with the transfer by the Manchester of all its engagements to Newcastle Building Society in accordance with the Building Societies Act 1986.
“Electronic” or “electronically”	means any form of message made by any type of telecommunication, digital or IT device – including the internet, e-mail and/or SMS.
“Existing Conditions”	the Manchester 2 January 2020 Terms & Conditions applicable to savings accounts.
“Manchester”	means Manchester Building Society.
“New Conditions”	means the conditions set out in this Appendix B.
“Newcastle” or “Newcastle Building Society”	means Newcastle Building Society.
“Nominated linked account”	means a UK personal current account, which can receive electronic transfers and is held in your name.
“Nominated Account Date”	means the date specified in any notice sent to you under New Condition 7 (in relation to setting up nominated accounts) which will be on or before the date which is 12 months from the Effective Date.
“Ombudsman”	means an official appointed to investigate individuals’ complaints against an organisation, for example the Financial Ombudsman.
“Personal notice”	means a notice we give to you individually either by letter, by e-mail or by an insert in a statement.
“Principal Office”	means Newcastle Building Society, 1 Cobalt Park Way, Wallsend, NE28 9EJ.

“Product special conditions”	means the product terms and conditions of your account which are set out in the product terms.
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