

# Agreement to assign windfalls to charity

Words printed in *italics* in this section are explained in the notes below.



**Newbury**  
Building Society

1. Paragraphs 2 to 6, below, will apply to me unless I am an *exempt customer* at the time when the *account* is opened.
2. I agree with the Society that, if the right to any *windfall benefits* is granted to me after the *account* is *opened*, I will assign those *windfall benefits* to the *selected charity* unless the period between my *account* being *opened* and the *conversion announcement date* is more than 5 years (or, if applicable, the *shorter period*).
3. I authorise the Society and the *successor* to pass any *windfall benefits* direct to the *selected charity* (or to any other charity which the *selected charity* may nominate to receive those benefits), without notice to me.
4. I understand that the Society has promised to transfer to the *selected charity* the benefit of the agreement which I have given under paragraph 2, above; neither the Society nor the *selected charity* will release me from that agreement; and any power of the Society to change the terms of its contract with me will not apply to any of the terms set out in the application form.
5. I authorise the Society to give the *selected charity* any information about me or any account which I have with the Society (now or in the future) – but only if the *selected charity* reasonably needs it regarding the agreement I have given under paragraph 2, above.
6. I understand that the Society will require anyone who opens a share account (who is not then an *exempt customer*) to agree to assign to charity the right to any *windfall benefits* to which that person may become entitled. The terms of the agreement will be decided by the Society and may be different from the terms in paragraphs 1 to 5, above. This paragraph will no longer apply if the Society publishes a notice in the press of a decision by the Society that it will no longer require new shareholding members to enter into such agreements.

## Notes

These notes apply to paragraphs 1 to 6, above:

- a) The '*account*' is the share account which you are applying to open when completing an application form.
- b) The '*conversion announcement date*' means the date on which the Society makes a public announcement of a proposal to transfer its business to a successor.
- c) The '*current terms*' means terms which are the same as, or similar to, the terms set out in paragraphs 2 to 5, above.
- d) You are an 'exempt customer' when you open the account if:
  - You have held shares in the Society on, and at all times since, 20 February 2000; or
  - You have already entered into an agreement with the Society binding you to the current terms and have continued to hold shares in the Society at all times since the account for which you were then applying was *opened*; or
  - You belong in respect of the account to one of the groups of other people who, in the Society's opinion, do not need to be asked to agree to the *current terms*. A list of these groups is available from the Society at any time. The Society may alter the number and composition of the groups from time to time, but no alteration will apply retrospectively.
- e) A person '*opens*' an account either by opening a new account or by having an existing account transferred into his or her name (whether as sole or joint holder).
- f) The '*selected charity*' means the Charities Aid Foundation or, if it is at any time no longer a registered charity, any other charity or charities selected by it to receive assignments of *windfall benefits*.
- g) A '*shorter period*' is applicable if, when the Society opens your account, you belong to one of the groups of people who, in the Society's opinion, do not need to be asked to agree the usual 5 year period. A list of these groups, stating the periods applicable to them, is available from the Society at any time. The Society may alter the number and composition of the groups and the periods applicable to them from time to time, but no alteration will apply retrospectively.
- h) The '*successor*' is any company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act 1986 (or under any provision which amends or replaces it).
- i) A '*windfall benefit*' is a benefit which a person has the right to receive as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a successor (i.e. on a conversion or take-over), other than:- the replacement of savings in a share account with the Society with savings in a deposit account with the successor, or any benefit which the Society has decided may be kept by a person who has a number of accounts and was an exempt customer when opening one or more (but not all) of them. A list setting out the conditions which determine whether, and to what extent, such a person may keep a benefit is available from the Society at any time. These conditions may be altered by the Society from time to time, but no alteration will apply retrospectively.
- j) Where more than one of you is signing the application form, paragraph 1 and (if applicable) paragraphs 2 to 6, above, apply to each of you separately.
- k) If the Society no longer exists following a merger with another building society, paragraphs 2 to 6, above, will still apply between you and the other society.