



Penrith
building society

Savings Accounts

Terms and Conditions



Welcome to Penrith Building Society

Thank you for choosing Penrith Building Society. This document, together with the product-specific Summary Box, forms the agreement between you and us. Please read it carefully.

In this document, "we", "us", and "our" refer to Penrith Building Society. "You" and "your" refer to the account holder, including any personal or legal representatives.

Please take the time to read these terms and conditions. If anything is unclear, feel free to contact us for clarification.

You can request a copy of the Terms and Conditions for your account at any time while the account is open.

These terms (called the "Conditions") apply to all savings accounts with us. If there is any difference between these Conditions and the product-specific Summary Box, the Summary Box will take priority. These Conditions also apply to any ongoing or repeated transactions on your account.

We may choose not to carry out any instructions if they go against these terms or the product-specific Summary Box.

These terms are governed by the laws of England and Wales. Those laws also apply to how we deal with you before any contract is made between us.

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Contact Us

You can contact us by:

- Post or by visiting our office at 7 King Street, Penrith, CA11 7AR;
- Telephoning us on 01768 863675;
- Visiting our website www.penrithbs.co.uk
- Emailing us at;
 - enquiries@penrithbs.co.uk (general enquiries)
 - savings@penrithbs.co.uk (branch accounts)
 - support@penrithbs.co.uk (online accounts)

Please note that ways of contacting us may be restricted in relation to certain products. If so, this is mentioned in the product-specific Summary Box.

Language

All communications between you and us will be in English unless we specifically agree otherwise.

Working Day

A Working Day is any day except a Saturday, Sunday or bank holiday.

Business Hours

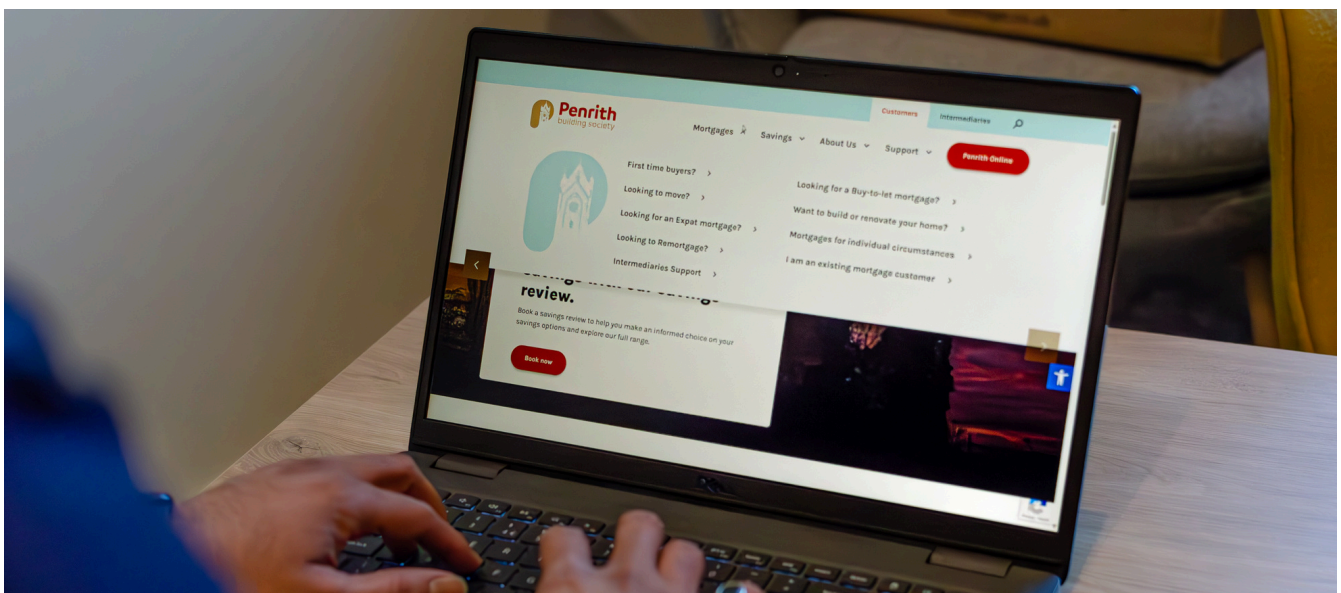
Mon-Thurs 9am-5pm;
Fri 9am-4:30pm

Telephone Line Opening Times

Mon, Tues & Thurs: 9am-5pm; Weds 9am-4pm & Fri 9am-4.30pm

Branch Opening Times

Mon-Fri 9am-4pm
Every first and third Saturday of the month: 9am-12pm



Using Your Account

Paying Money into Your Account

The maximum total savings balance across your accounts with us must not exceed £350,000.

Payments and Standing Orders

Payments can be made by electronic transfer (e.g., CHAPS, Faster Payments) or standing order, unless stated otherwise in your product-specific Summary Box. You must ensure you provide the correct payment instructions. If you don't, your payment may be returned.

Cheques payable to the Society will only be accepted for payment into an account if they include additional details, such as the account holder's name or the account number, so that the intended account can be clearly identified.

We don't accept Direct Debits, and regular payments via standing order should be set up with your bank.

Clearing Times

You will receive interest on your deposit from the day we receive the payment.

The central clearing cycle for cheques and automated payments is three working days.

When Funds are Available

Electronic payments are available once received, subject to conditions found in the Withdrawing Money from your Account section. Payments received outside working hours are processed on the next working day.

Using a Nominated Account

If your account requires a Nominated Bank Account, your initial deposit must come from it. This account must:

- Be a UK bank/building society account
- Support Faster Payments, CHAPS, or BACS
- Be in your name



Your **Nominated Account** is the UK bank or building society account you gave us details of when opening your account with us (or any replacement account you later ask us to use, which we have updated on our records). It must be in your name and capable of receiving Faster Payments, CHAPS and BACS. This is the account we use to send money to and receive money from your account with us.

Currency

All payments must be in pounds (£).

Transferring Your Account

You may request to transfer your account to another person, but we are not required to agree. If we do, we may set conditions or charge a fee.

Withdrawing Money from Your Account

We allow withdrawals for debit card payments after four working days and for cheques after six working days from the date they are paid in.

Money paid into your account by cash or electronic transfer (including Faster Payments, BACS or CHAPS) will be available for withdrawal as soon as we receive it.

Money paid in by cheque or debit card will be available in line with the Society's clearance periods set out above.

Withdrawals can be made during normal business hours, in line with the Society's product-specific Summary Box.

Withdrawals may not be allowed if they would cause the account to be overdrawn, if you fail to produce your passbook (for passbook accounts), or if an electronic transfer is requested to an account other than your Nominated Bank Account.

We may refuse a withdrawal if we do not have proper written authority, if identity verification is not provided when requested, or if we need to carry out further checks to comply with legal requirements. We may also refuse withdrawals if there is suspected fraud, a legal order, a dispute over ownership, or if you exceed the withdrawal limits or lack sufficient cleared funds.

In certain abnormal or unforeseeable situations, such as power failures or strikes, if we have to comply with any law or if we believe there is a risk to our financial stability (e.g. unusual withdrawal activity), we may restrict withdrawals. We will notify you through our website or branches and lift the restrictions as soon as possible. Exceptions may be considered if restricting a withdrawal would cause you extreme hardship. We will not be liable to you if we are unable to provide any services in connection with your account in such cases.

We also do not allow withdrawals by direct debit or standing order.

In exceptional cases, we may transfer funds directly to another UK financial institution, but a fee will apply.

If you need help in managing your financial affairs, we may allow someone acting on your behalf to make withdrawals, subject to appropriate legal approvals.

If a debit card payment or cheque is later not cleared, you must repay the amount withdrawn if there is not enough money in your account to cover it. However, we will not take money from your account or require repayment unless:

- you agree otherwise,
- you are involved in fraud relating to the cheque, or
- the money is reclaimed from your account before 5pm on the sixth working day after it was deposited.

If a cheque you deposit is not cleared, we will notify you in writing. The date of deposit is the day the cheque is paid in at branch or the day we receive it by post. If it is paid in or received after 5pm on a working day, the date of deposit will be treated as the next working day.

Overdrawn Accounts

You must not make a withdrawal that would take your account into overdraft. If this happens, you will need to pay money into the account to bring the balance back into credit.

Large Cash Withdrawals

We need 48 hours' notice is required for cash withdrawals over £500. The maximum cash withdrawal is £5,000. We may ask for additional identification. In exceptional cases, we may transfer funds to another UK account instead, and a charge may apply.

If You are Unable to Manage Your Affairs

If it appears that you are unable to manage your financial affairs, we may allow someone who appears to be caring for you or managing your affairs to make withdrawals from your account.

In England and Wales, we will normally notify the Court of Protection unless urgent circumstances apply. In Scotland or Northern Ireland, approval may be required from the relevant legal representative.

We may require the person acting for you to provide an indemnity and, in some cases, obtain court authority.

Our Liability for Payment Errors

If we make an error in processing a payment, we will be liable unless you provided incorrect payment details or did not notify us of the error within 13 months. Our liability for errors is limited to the amount of the payment and any interest or charges you may have incurred as a result. However, we are not liable if the error was caused by circumstances beyond our control.

Our Other Account Types

Joint Accounts

Joint accounts can be opened with two to four people, unless stated otherwise in the product-specific Summary Box. Having an account in multiple names can have significant implications, so it's important to understand how this works. For more details, refer to the booklet "You and Your Joint Account."

If you have any questions, feel free to ask for a copy of this booklet.

Joint Accounts and Trusts

In a joint account, only the first named person has membership rights (e.g., voting and attending our Annual General Meeting), unless the law states otherwise. You can choose the order of names, and we'll update our records within a reasonable time.

For tax purposes, joint holders are treated as owning the money equally. However, if one of you passes away, the surviving holder(s) will be treated as the sole owners, once we have proof of death. Joint accounts cannot be held as tenants in common.

All account holders must sign for withdrawals unless we've been authorised to accept one signature or a combination of signatures. Only authorised holders can withdraw all the money. If you want to cancel this authorisation, you must notify us at least three working days in advance.

If there is a dispute between account holders, we may require all signatures, even if we previously accepted one or a combination of signatures. If a relationship ends, let us know if you want to close the account or remove a name. If you don't, we'll continue following the existing instructions.

We may freeze the account if there's a dispute over the money, but only if required by law or court order. Correspondence will be sent to the first named account holder, unless you request otherwise.

All joint account holders are equally responsible for the account, including any debts or charges, not just their share. We do not recognise claims from anyone not named on the account unless required by law.

Business and Corporate Accounts

Companies and Corporations

For limited companies or other types of corporations, you must authorise specific officers to operate your account. The application form provides more details, and we'll require proof of identity and address for the authorised individuals.

In these cases, references to "you" or "your" will apply to the authorised officer, where relevant.

Unincorporated Organisations (e.g., Partnerships, Clubs)

Accounts for unincorporated organisations, such as partnerships or clubs, are held in the organisation's name. However, the individuals named on the account will be considered the legal owners.

Providing Information

If you're a limited company, corporation, or unincorporated organisation, you must provide us with any business-related information we request, now or in the future.

For clubs and other unincorporated bodies, additional requirements may apply.

If you have an ISA

To open and keep an ISA account with us, you must be the owner of the money in the account and remain so at all times. The account must not be used as security for a loan, and it must be held in your name only. You cannot open the account jointly with someone else or on behalf of another person.

The Society will only recognise you, the named account holder, as having any rights to the money in the account. It won't accept claims or interests from anyone else unless the law says it must.

If we pass on any of our responsibilities to someone else, for example, to help manage your account, we will make sure that person or company is properly qualified to do the job. Your account will always be managed in line with current government regulations and ISA rules, which may change in future.

To keep your account open, you need to maintain a minimum balance, as set out in your product-specific conditions. If you ever decide to move your ISA to another provider, we'll handle the transfer for you. Once we receive your new provider's request, we'll send them your funds and any necessary details within five business days. If you ask us to close the account or withdraw your funds, we'll do so within the timeframe you request.

Managing Your Account Online (Penrith Online)

Penrith Online is our secure online account management service, available to eligible account holders.

You can register for Penrith Online if:

- You're 16 or over and the account is in your sole name
- You're a joint account holder (see page 8 for further information on joint accounts)
- You have power of attorney on an account
- You're a trustee on an account

If you have a joint account, each person can register and use Penrith Online with their own User ID and password. However, your account must allow any one of you to authorise transactions or changes on your own. If your account requires two or more people to authorise changes together, then you cannot manage your account via Penrith Online.

We may refuse to act on instructions that go against these Conditions or your product-specific Summary Box.

Keeping Your Online Account Safe

Once you're registered for Penrith Online, you must keep your User ID and password private. **Never share them with anyone - not even our staff. We will never ask you for your password.**

If you think someone else may know your login details and you can't change them yourself, **please contact us straight away** by calling us on 01768 863675 or emailing support@penrithbs.co.uk to ask us to temporarily block your access until you're able to update your details.

If you don't tell us someone else may know your login details, you could be responsible for any activity on your account, even if you didn't authorise it. Once you report it, you won't be liable for any further unauthorised use, **unless you've acted fraudulently or didn't take reasonable care of your information.**

We **strongly advise** against using Penrith Online on public or unsecured internet connections, like in libraries, cafes or open WI-FI networks, as they may not be safe.

While we've taken reasonable steps to keep the service secure, we can't guarantee the privacy of information sent over the internet. By using Penrith Online, you accept that risk.

We may also suspend or end your access to Penrith Online if we have reason to believe you've tried to access our systems or other customers' accounts without permission, or attempted to introduce a virus. **Please remember that deliberately spreading viruses is a criminal offence.**

Availability

We aim to make Penrith Online available 24 hours a day, but we cannot guarantee that the service will always be free from technical problems. We may suspend access temporarily or permanently without notice. We will not be responsible for any loss or damage if the service is unavailable or suspended.

If You have Security Concerns

If you think someone else knows your security details and you cannot change them using Penrith Online, you must contact us immediately by calling **01768 863675** or emailing support@penrithbs.co.uk so we can suspend access.

If you do not tell us promptly, you may be responsible for instructions carried out through Penrith Online even if you did not authorise them. Once you notify us, you will not be responsible for unauthorised transactions unless you have acted fraudulently or with gross negligence, for example by not taking care of your security details.

Interest, Charges, Tax, and Changes

Interest

When you open your account, we'll inform you of the interest rate and when it's paid. You can find this information on our website, in our Interest Rates leaflet, or by asking us directly. Interest is generally calculated from the day we receive your deposit until the day before you make a withdrawal. If we receive it outside business hours, it will be treated as received the next working day.

Interest is paid in the way you choose: added to your account, paid into another of your accounts with us, or paid into your nominated account, depending on the account type. Please check your account details for more specifics.



Changes in Interest Rates

We may change interest rates at any time, if we reasonably believe that the change is needed, for any of the following reasons:

- in response to changes in the law or the decision of a court or ombudsman;
- in response to changes in the Bank of England base rate;
- in response to general mortgage or interest rate changes (including those paid by other providers);
- to meet regulatory requirements;
- in response to new or updated statements or codes of practice or industry guidance designed to enhance consumer protection;
- in response to changes to our administration costs or the cost of providing our services or facilities;
- to manage the difference between the interest we charge borrowers and the interest we pay to investors or others who provide us with funds, taking into account the needs of our business, our Members and your rights as an account holder.

We may also change interest rates by introducing or adjusting interest rate tiers. This means that no interest may be paid on balances below a certain amount, or that different rates may apply depending on the balance in your account.

If the interest rate increases, we will notify you within three working days through notices in our head office and, on our website. or in the Cumberland and Westmorland Herald newspaper. If it decreases, we'll inform you at least 14 days before the change takes effect.

If your interest rate is reduced and your account balance is £100 or more, you'll have 30 days from notification to close or switch your account without penalties.

These notification conditions do not apply to fixed-rate accounts, interest tiers below the minimum operating balance, or changes that are not material (a change is not material if your balance is £100 or less when the decision to change the rate is made).

Charges

The charges for your account include a £15 fee for exceptional direct transfers to another UK financial institution. Any charges will be deducted from your account, and we'll notify you beforehand.

We may change our charges at any time for any of the following reasons:

- in response to changes in the law;
- to meet regulatory requirements;
- in response to new or updated statements or codes of practice or industry guidance designed to enhance consumer protection;
- in response to changes to our cost of providing products or services.

If charges change, we will give you at least 30 days' notice before introducing or increasing any charge. If we change charges related to electronic payments, we will give you at least two months' notice, and you can close or switch your account without extra charges or losing interest until the date that the change comes into effect.

We may also charge £10 if a cheque paid into your account is returned unpaid by the issuing bank. We will always notify you before deducting any charge from your account.

Tax

For ISAs, we pay interest tax-free. For other accounts, interest is paid gross, and you may need to pay tax depending on your circumstances. You can find more information about the Personal Savings Allowance on the government's website. If HMRC requires us to deduct taxes from your account, we will do so in accordance with the law.

Changes to These Conditions

We may change these terms for reasons such as changes in the law or to improve fairness or consumer protection. These changes will take effect immediately and we will tell you about them within 30 days.

For any changes to payment methods, we'll give you at least two months' notice. For changes that disadvantage you, we'll give at least 30 days' notice, and you can close or switch your account without penalties within 60 days.

If there are significant changes, we'll send you a summary or full copy of the updated terms. Notifications will be sent according to your preferred contact method or posted publicly in our office and on the website or by notice within the Penrith Online service, if you have an online account.

Looking After Your Money and Data

Data Protection and Confidentiality

Under the General Data Protection Regulations (GDPR), Penrith Building Society is the data controller responsible for protecting your personal data. You have the right to request a copy of the data we hold, ask us to correct or delete it, or restrict its use. If you have concerns, you can complain to us or to the Information Commissioner's Office (ico.org.uk). For full details, you can view our Privacy Notice on our website here: [Privacy Policy](#) in-branch, or request a copy from us.



Data Retention

We will keep your personal data for seven years after your account is closed, unless the law requires us to retain it for longer.

Using and Sharing Your Data

We use your data to manage your account, fulfill legal obligations, and provide our services. If we suspect fraud, we may share your details with fraud prevention agencies. We only process your data for lawful reasons, such as contractual obligations, legal requirements, or our legitimate interests. To withdraw consent, you can contact us by phone, in-branch, or by post.

For Penrith Online, to help you navigate our website and to prevent fraud, we may use cookies. Cookies are small data files sent to your device that help recognise you when you return. These cookies don't collect personal information unless you choose to provide it.

If necessary to operate your account, we may share essential information with carefully selected third parties or with agents acting on our behalf. All such parties must keep your information confidential.

By accessing any part of our website, you are deemed to have accepted these Conditions and our Privacy Policy in full.

Protecting Your Money

To help protect your account, keep your personal details safe. Let us know immediately if your details change, or if you notice any discrepancies in your statements. Shred any sensitive documents to prevent fraud, and never share your account details or security information unless you're certain of the recipient's identity.

Passbook and Account Documents

We may issue a passbook, certificate or similar document for your account. These remain our property and must be returned to us if we reasonably request them. You must keep them safe and tell us as soon as possible if they are lost or stolen by calling 01768 863675.

The document will normally need to be produced before a withdrawal is made. We may charge for a replacement and may require evidence of the loss or theft, cooperation with the police, temporary withdrawal restrictions, or a signed declaration covering any loss.

You should check your passbook regularly and tell us as soon as possible if you believe an entry is incorrect.

Unauthorised Transactions

If you notice a transaction you didn't authorise, report it to us within 13 months. We may investigate suspected fraud or security breaches, and you must cooperate with us and law enforcement. You are responsible for any losses resulting from fraud or negligence in protecting your account details until you notify us of the issue. If we confirm a transaction was unauthorised, we will refund the amount but may reverse the refund if the transaction was later found to be authorised.

Statements

We will send you a statement unless there have been no transactions other than interest payments, your account has a passbook, or you've chosen not to receive statements. It's important that you carefully check your statements and notify us immediately if you notice any errors.

For any payments made from your account, we will provide details within 30 days. This may include updating your passbook for in-branch payments, or sending a written notification for other types of payments.

Choosing to Close Your Account

You can close your account at any time, subject to product-specific conditions and administrative requirements. If you open a new account and decide to change your mind within 14 days, you can either receive your money back or switch to another account. In this case, you won't need to give notice, lose interest, or pay any charges. This does not apply to most fixed-rate accounts or to accounts where the price depends on movements in financial markets outside our control during the cancellation period. We may allow you to close a fixed-rate account, such as a Fixed Rate ISA subject to a penalty. Always read your product-specific Summary Box for more information.

If We Close Your Account

We reserve the right to close your account without any reason, except in exceptional circumstances.

We may close your account with 60 days' notice for other reasons. If you provide false information, become bankrupt, use the account illegally or fraudulently or fail to meet your obligations, use threatening or abusive behaviours to our staff we may close your account immediately. We will not close your account in response to a valid complaint.

We reserve the right to close your account if the balance falls below the minimum requirement. You'll be given at least 30 days' notice, and during that time, you can top up the account to meet the minimum balance.

If we close your account, we will pay interest up to the date of repayment and may issue the payment via cheque. Once the account is closed, you'll no longer have any rights to it.

In cases where your account has been dormant for 5 years (or 3 years for balances under £100) and we cannot trace you, we may close it. If you later contact us and provide proof of identity, we'll reopen the account and credit the balance including interest we would have paid, had the account remained open.

We also have the right to use your account balance to pay any money you owe us, such as for a mortgage or guarantee. However, this right of set-off does not apply if the funds are necessary for essential living expenses or are held on behalf of someone else or you have received monies and are legally obliged to keep the money and use it in a particular way. We will notify you at least 14 days before we use this right of set-off, and during that period, withdrawals may be restricted. Once we apply the set-off, the money will no longer be considered yours.

We may also close your account if:

- we are notified that you have been made bankrupt or are subject to a bankruptcy, liquidation, receivership or administration order, or another insolvency arrangement (including a voluntary arrangement with creditors);
- we reasonable suspect the account is being used for an illegal purpose;
- the contract between us is void or unenforceable; or
- we are legally required to close the account.

Our Relationship with You

By opening a savings account you become a shareholding member of Penrith Building Society, unless you have a business or corporate account. This means you own a small part of the Society and have the right to vote on certain decisions if you are over 18 and have at least £100 across your accounts. Each member is entitled to one vote, regardless of how many accounts they hold, and for joint accounts, only the first-named person can vote.

As a member, the Society's Rules will also apply to you. If you only have a deposit account, you do not have membership rights, but you are still bound by some of our Rules. Whether your account is a deposit account will be specified in the product-specific conditions. In the event of any inconsistency between the Rules and these Conditions or the product-specific conditions, the Conditions will take priority. You can request a copy of the Rules by email, phone or by requesting one in branch.

The Rules outline your rights and responsibilities as a member. If you hold a joint account, all account holders are considered members, but only the first-named person can exercise membership rights, such as voting at our Annual General Meeting.

A booklet titled "Your Rights as a Building Society Member" is also available on request.

We can refuse to open an account without giving any reason. There will be no contract between us until we've opened an account.

Before we can open your account, we need to verify your identity and address. We do this using an electronic check, and we may ask for supporting documents. We do not carry out a credit check. If we receive money before identity checks are complete, we may return it or hold it pending the outcome of the check.

Financial Services Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if we cannot meet our financial obligations to you. Details of the scheme, including who is covered and how to make a claim, will be provided separately. More information is available at www.fscs.org.uk

Charitable Assignment Scheme

At Penrith Building Society, we are committed to mutuality and serving genuine members. To prevent disruption from individuals opening accounts in hopes of receiving windfall benefits from a potential conversion or takeover, we require all new savings members to assign any potential future windfall rights to the Charities Aid Foundation for a period of five years from the date the account is opened.

This requirement does not apply to individuals who:

- Have held a share account with the Society since before 1 October 2000, or
- Have a mortgage with us when opening a savings account.

Other exceptions may apply. Please contact our Secretary at 7 King Street, Penrith, CA11 7AR or email support@penrithbs.co.uk for details. Full terms are provided in our account application forms.

The Charities Aid Foundation is a registered charity that supports charitable donations to worthy causes.



Things You'll Need to Do and Staying in Touch

Account Details

The address you provide on your application form will be your registered address until you notify us of any changes. Your registered address should be the same across all the accounts you hold with us. It's your responsibility to inform us if your address, name, phone number, or email address changes. You must notify us in writing or via secure message in your Penrith Online portal, and provide any required evidence of your new details. For accounts with a passbook, you'll need to send it in or bring it to us for updating.

If you lose your passbook and change your address, we will not issue cheques from your account to anyone other than you for 7 days after receiving your notification to protect against fraud. Each account has a unique account number, which you should use when communicating with us.

You can request to change your Nominated Bank Account in writing or via Penrith Online. Changes will take up to 5 working days to process. During this period, payments can still be made to your original Nominated Account. We will not be responsible for money lost as a result of you not keeping your details up to date.

If you move overseas, you must notify us immediately. You'll need to close your account, but there will be no charges and no loss of interest.

How We'll Stay in Touch

Notices

You'll be deemed to have received any communication (letter, email, or other notice) 72 hours after we've sent it. If we make an error in a notice, but correct it with a follow-up, the original notice's date will apply.

Keeping You Up to Date About Products and Services

We may send you information about our products, services, and promotions that may interest you. You can update your marketing preferences anytime by writing to us or through occasional reminders or by updating your preferences in your Penrith Online portal.

Accessing These Terms and Conditions

You can request a copy of these Conditions at any time, either in writing, by email, in branch, or via our website.

Other information

The content on our website is for general information only and doesn't count as financial or professional advice. If you're considering any of our services, please contact us directly or speak to an independent financial or professional adviser.

We're not responsible for the content of any external websites linked to or from our own site.

Copyright

All copyright and other rights in the material on our systems belong to us. You may download or print information from our website for your personal use only and must not change, copy, store or share it for any other purpose.

Complaints

At Penrith Building Society, we aim to provide great service. However, if things go wrong, we are committed to resolving issues quickly and fairly.

How to Make a Complaint

If you have a complaint, you can contact us by:

By email:

enquiries@penrithbs.co.uk

By phone:

01768 863675

By post:

Penrith Building Society
7 King Street
Penrith
Cumbria
CA11 7AR

We will acknowledge your complaint and work to resolve it as quickly as possible.

You can find out more about our complaints procedure on our website [here](#).

Financial Ombudsman Service (FOS)

If you're unhappy with how we handled your complaint, you may be able to refer it to the FOS. You must normally do so within six months of the date of our final response. For more details, visit www.financial-ombudsman.org.uk.

Penrith Building Society Registered Office 7 King Street, Penrith, Cumbria CA11 7AR. A member of the Building Societies Association. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Reg No 164473.

www.penrithbs.co.uk

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