

London Mutual Credit Union

TERMS AND CONDITIONS
of your Credit Union Saving
Accounts and Loans



Terms & Conditions

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TERMS AND CONDITIONS OF YOUR CREDIT UNION SAVINGS ACCOUNTS

London Mutual Credit Union offers a range of savings accounts. The conditions set out below, together with the Rules of London Mutual Credit Union Limited and any other conditions which may be implied by law, form the agreement between you, the member and us, London Mutual Credit Union (LMCU). They tell you how the different savings accounts work and what your and our obligations are once you become a member with us.

DEFINITIONS

In these conditions:

- **Savings** account means any of your Credit Union Membership, Christmas Savings, Junior Savings or Holiday Savings accounts operated and maintained by us
- **Credit Union Current account (CUCA)** means your current account operated and maintained by us
- **We, us** or **our** means London Mutual Credit Union Limited, 4 Heaton Road, Peckham, London, SE15 3TH and any person to whom the rights and/ or duties of London Mutual Credit Union Limited are transferred
- **You** or **your** means the member in whose name the account is opened
- **Information** includes any information about you or anyone associated with you, which we hold now or in the future as a result of the application process or other dealings with us, searches or checks at credit reference or fraud prevention agencies, products and services you hold within LMCU and any transactions for goods or services arising out of your account (including the supplier and the type of goods and services), and such information may include sensitive information as defined under Data Protection law.

1 - SAVINGS ACCOUNTS BASICS

1.1 - To open a credit union savings account you must satisfy our common bond – live, work, study or volunteer in the London Boroughs of Southwark, Lambeth, Westminster or Camden; be a serving member of the Armed Forces, or receive a pension from the Ministry of Defence (MOD); work for any employer participating in the payroll deduction scheme; be a family member of a member of the credit union, living at the same address.

1.2 - Only you, the account holder, have the right to access your account, unless you have previously authorised a third party to operate your account and we hold a Third Party Authorisation form signed by both you and the third party you authorised. A third party may also act on your behalf if they have a valid Power of Attorney or are a deputy appointed by the Court of Protection.

1.3 - Your credit union savings accounts are designed to help you save money and they are not to be used as a current account. They are not suitable for receiving salaries, wages or benefit payments, or for paying bills via standing order or direct debit. If you wish to have your wages or benefits paid with the credit union, or you need to pay your bills by direct debit or standing order, you can open a Credit Union Current account (CUCA).

1.4 - There is no minimum duration for your savings accounts.

2 - MEMBERSHIP ACCOUNT

2.1 - When you open a credit union account, we will be opening a membership account for you. This will be your main credit union account where you will be entitled to receive a dividend. An annual dividend may be paid, depending on the surplus generated in the year.

2.2 - We will deduct a one-off, non-refundable fee from your first payment into the credit union membership account. You will not be a full member until this has been paid. Please refer to our Fees and Charges Schedule.

2.3 - You must keep a minimum balance in your membership account to maintain your membership. Please refer to the Deposits and Withdrawals Limits.

2.4 - If you take a loan with us, the funds in your membership account are pledged against your loan balance. As per your loan agreement, you will not be permitted to withdraw from your membership account (attached shares) for the duration of the loan, unless your savings balance exceeds the balance of your loan. If your Membership savings are higher than your outstanding borrowing, you will be able to withdraw the difference.

3 - CHRISTMAS SAVINGS, JUNIOR SAVINGS AND HOLIDAY SAVINGS ACCOUNTS

3.1 - We offer a range of optional savings accounts to cater for the various needs of our members.

- The Christmas Savings account allows you to save throughout the year to cover your Christmas expenses.
- The Junior savings account is useful when you want to put aside something for your children, but want to maintain full control of the account.
- The Holiday Savings account helps you to plan and save for your holiday.

3.2 - You have to be a full member aged over 18 to open a Christmas Savings, Junior Savings or Holiday Savings account. You can open them via your online banking or in branch.

3.3 - There is no minimum amount you are required to pay in or minimum balance you have to maintain in your Christmas Savings, Junior Savings or Holiday Savings accounts.

3.4 - We will not pay a dividend for Christmas Savings, Junior Savings or Holiday Savings.

4 - YOUNG SAVER ACCOUNT

4.1 - Young Saver accounts are specially designed savings accounts for young people under the age of 18, who live or study in the London Boroughs of Southwark, Lambeth, Westminster or Camden, or are a family member of a member of the credit union, living at the same address.

4.2 - After the child reaches the age of 18, the Young Saver account is transferred into a Membership account.

4.3 - Only the trustee named on the account opening form and registered with London Mutual Credit Union can access the Young Saver account.

No other adult will be allowed to access the account or make withdrawals, even if they are relatives of the young saver.

4.4 - The trustee has authority over the Young Saver account until the child reaches the age specified in the Young Saver application form (maximum 18). At that age the young person will have total control of their own account, including withdrawals.

4.5 - A minimum balance must be kept in the Young Saver account to maintain membership. Please refer to the Deposits and Withdrawals Limits.

4.6 - The purpose of the Young Saver account is to encourage young people to get into the habit of saving small but regular amounts and manage their money – therefore payments into Young Saver accounts may be subject to a maximum monthly limit. Please refer to the Deposits and Withdrawals Limits.

4.7 - Young Saver accounts entitle the young depositors to receive annual interest. An annual interest may be paid, depending on the surplus generated in the year. This could differ from the dividend paid to our adult members.

5 - CASH ISA ACCOUNT

5.1 - A cash ISA, or individual savings account is an account that pays interest tax-free. We will pay fixed interest for your cash ISA savings. Please contact us on for information on the current cash ISA limit set by the government and the interest rate we pay for the current tax year.

5.2 - A minimum payment of £1 is required to open a LMCU Cash ISA and it must stay there for the ISA to remain open.

5.3 - You can withdraw without loss of interest or penalty from your cash ISA. However, once you have paid into your ISA, if you withdraw money you cannot replenish it within the same tax year. For example, if you have invested the maximum for the current tax year in your Cash ISA on the 10th April and withdraw some of the savings on 10th August, you cannot make any further subscriptions to that Cash ISA during that tax year.

5.4 - LMCU reserves the right to discontinue and/or re-introduce this product at any time. Separate Terms and Conditions of Cash ISA will be made available on opening a Cash ISA account.

6 - CHILD TRUST FUND ACCOUNT

6.1 - This product has now been discontinued by the Government. You could however transfer your existing Child Trust Fund account into the London Mutual Credit Union. Simply ask your existing provider to transfer your Child Trust Fund account to the London Mutual Credit Union.

6.2 - Withdrawals from Child Trust Fund accounts are not permitted until the account holder reaches the age of 18.

7 - HOW TO PAY INTO YOUR SAVINGS ACCOUNTS

7.1 - You can use any of the following methods to pay into your savings accounts:

- Set up a Direct Debit
- Set up a Standing Order via your bank
- Online transfer from your credit union current account
- Using Debit/Credit card online
- Via payroll if you are working for one of our payroll providers
- Paying in cash or cheque over the counter in any of our three branches

7.2 - We process Direct Debits on the 1st, 15th, 20th and 25th of each month. If you wish to save regularly by Direct Debit please let us know at least 12 working days before the chosen start date for your Direct Debit. You can set up a Direct Debit in one of our branches or by downloading a Direct Debit Mandate Form from our website and posting it to us.

7.3 - You can transfer funds between any of your savings accounts or from your Credit Union Current account to your savings via online banking, telephone or in branch. These transfers are instant and once processed, we are unable to reverse them. It is your responsibility to ensure you have provided us with the correct bank details and amounts. The funds will be available in the receiving account immediately.

7.4 - You can use the card payment facility on the LMCU website to make payments to your savings or loan account, even if you are not registered for LMCU Online banking. It may take up to 3 working days for the payment to be credited to your account.

7.5 - If your employer is one of the companies with which we have a payroll deduction scheme

in place, you can save in your credit union account directly from your salary. Please contact us or see our website for more information on the participating employers. You can set up your regular payroll deduction in one of our branches, or you can download the form from LMCU website, complete it and post it back to us.

7.6 - Cheques deposited in your credit union savings account may take up to 15 working days to clear before funds are available for withdrawal.

8 - HOW TO WITHDRAW FROM YOUR SAVINGS ACCOUNTS

8.1 - You can withdraw from your savings accounts via the following methods:

- Cash
- Cheque
- Bank transfer to credit union current account
- Bank transfer to external bank account

8.2 - There is a daily limit on the cash you can withdraw from our branches. Please refer to the Deposit and Withdrawal Limits. The daily limit applies to the total amount withdrawn from your savings accounts for the day and not to each type of savings account separately.

8.3 - Upon request we can debit your account and issue a cheque which you can cash at any of our branches; or issue a personal cheque payable either to you or to a third party. We require advance notice of minimum one working day to prepare your cheque withdrawal. There is a cheque encashment charge applicable to cashing cheques in our branches – please see our Fees and Charges Schedule. If you request us to issue a cheque payable to a third party, you must ensure that you have provided us with the correct name of the payee.

8.4 - You can transfer funds from your savings account to your Credit Union Current account via your online banking, telephone or in branch. These transfers are instant and once processed, we are unable to reverse them. It is your responsibility to ensure you have provided us with the correct bank details and amounts. The funds will be available in the receiving account immediately.

8.5 - You can transfer funds from any of your savings accounts to an external bank account via your online banking or in branch. These transfers

are normally processed within one working day and we are unable to reverse, cancel or change such transfers once they are made. It is your responsibility to ensure you have provided us with the correct bank details and amounts. For security reasons we are unable to process requests for transfers to external accounts over the telephone.

9 - FEES AND CHARGES

9.1 - All fees and charges are set out in our Fees and Charges Schedule, which will be made available to you.

9.2 - There is a one-off membership fee that will be deducted from the first payment into your credit union membership account. This is a non-refundable administration fee and you will not be a full member until this has been paid.

9.3 - Cheques issued by us to cash at the branches incur a small charge, depending on the value of the cheque. The full table of the currently applicable cheque charges will be made available to you on request and is subject to change.

9.4 - If your account has been dormant for a period of minimum 12 months, we will charge an annual administration fee, according to the current Fees and Charges Schedule. We will write to you if your account becomes dormant and give you the chance to either reactivate or close your account before we apply this fee.

9.5 - If you hold an E account with us and you transfer funds from your Current account to any of your savings accounts, we will charge a cash withdrawal fee if you withdraw the funds over the counter within one calendar month of the transfer.

9.6 - We may charge you a fee for an unpaid or dishonoured cheque, according to our Fees and Charges Schedule.

9.7 - Overdraft is not permitted on your Savings accounts. If any of your Savings accounts balance fall below £0, you may be charged interest according to our Fees and Charges Schedule.

10 - CHANGES TO TERMS AND CONDITIONS

10.1 - We may make changes to this agreement at any time.

10.2 - We will give you 30 days' notice in writing before we make changes.

10.3 - We may make or introduce charges from time to time in respect of the account, please refer to the Fees and Charges schedule for details. We may also vary the charges or introduce new ones but will give you 30 days' notice in writing, before doing so.

11 - CLOSING YOUR ACCOUNT

11.1 - You may close your account at any time, however if you have an outstanding loan with us you will have to repay the loan first.

11.2 - You can close your account by writing to us or by visiting any of our branches. Upon closure of your account, we will repay all monies held in your accounts, subject to the daily cash withdrawal limits. You can also withdraw the available funds via bank transfer or cheque.

11.3 - LMCU may close your account if you fail to operate your account in accordance with these Terms and Conditions or in case of fraud or misuse of the account. If we close your account, we will write to you and, unless there are exceptional circumstances (such as, but not limited to fraud investigation or misuse of the account), we will give you 30 calendar days' notice of our intention to close your account(s). LMCU will repay any credit balance to you and require you to repay any money owed to us (including interest and charges).

11.4 - If you have a card, you must confirm that it has been destroyed or return it to us cut in half.

11.5 - Any termination will not affect your obligations under this agreement to us which have arisen before termination including any transactions charged to your account after the return of any card.

12 - STATEMENTS OF ACCOUNT

12.1 - We will provide you with regular statements of all accounts you hold with us. Statements of your Savings accounts and Loan products will be sent annually.

12.2 - If you have registered for our Online services, your statements will be available to view or print online through your secure online login. You will also be able to view or print your latest transactions.

12.3 - You can choose to have your statements available only through the Online services (Green statement). If you change your mind about how

you want to receive your statements you can tell us at any time.

12.4 - If you chose to receive paper statements, we will send them by post to the last known to us home address. It is your responsibility to inform us if you change your address.

12.5 - We reserve the right to suspend posting you statements if we have reasonable grounds to believe that you are not resident at the address last known to us and we were unable to obtain your current address.

12.6 - You can request a copy statement or an additional statement (more frequently than specified in 12.1) at any time. We reserve the right to apply a small charge for paper statements – please see our Fees and Charges Schedule. You can also view or print previous statements and your latest transactions via our Online Services.

12.7 - You must inform us as soon as possible of any incorrect item on your statement.

13 - IDENTIFICATION AND SECURITY DETAILS

13.1 - You will be required to provide a valid proof of ID when visiting a branch. We may not be able to provide you with information about your account or process your requests if we are unable to identify you as the account holder.

13.2 - In addition, you will be required to register a separate telephone passcode, which we will use to identify you if you call us. This is separate from your Online banking login details. You can set it up the first time you telephone us.

13.3 - When you use your telephone passcode you are authorising us to carry out all your instructions given over the telephone including instructions to make payments from your account.

13.4 - You must do all you can to stop anyone else using your telephone passcode and must not:

- write it down
- tell it to anyone else

13.5 - If you suspect that someone knows your passcode, you must telephone us immediately.

13.6 - The maximum you will have to pay us for our losses if your passcode is used by someone else without your permission is £35.

13.7 - If your passcode is used by someone with your permission or as a result of your fraud or

gross negligence you may have to repay us for all our losses.

13.8 - We may ask that you agree to assist us in our efforts to recover any loss as a result of unauthorised use of your customer security details.

13.9 - For your protection, we reserve the right to suspend access if:

- incorrect telephone passcode is used to attempt to access your account
- we suspect an unauthorised person is attempting to access your account.

The services available to you using your telephone passcode may vary over time and we may suspend or terminate any services available but will inform you of any changes in accordance with clause 7 (Changes to Terms and Conditions).

14 - CHANGES OF YOUR PERSONAL DETAILS

14.1 - You must tell us if your name or 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.

14.2 - If you have changed your name, you will need to inform us either in person in one of our branches, or via your secure online login if you are registered for our Online services. We will ask you to complete and sign a Change of Name form and provide us with a proof of the name change. This could be a marriage certificate or divorce decree or other acceptable proof of ID, as per our Identification Policy.

14.3 - If your address has changed, you will need to inform us either in person in one of our branches, or via your secure online login if you are registered for our Online services. We will ask you to complete and sign a Change of Address form and provide us with a proof of the new address. This could be a recent bank statement, utility bill, council or DWP letter, or other acceptable proof of address, as per our Identification Policy.

14.4 - You can inform us about a change of your telephone number or email address in person, via our Online services or by telephoning us.

14.5 - Remember to keep your beneficiary and next of kin details up-to-date, in case we need to contact them in case of emergency.

15 - USES OF YOUR INFORMATION

15.1- In this clause personal information means:

- Information you give us, or which we already hold about you, including any phone number you call us from, which we may record;
- Information we receive from enquiries we make so we can deal with any queries in relation to your account; and
- Information we receive from anyone who is allowed to give us information about you.

15.2 - In accordance with Data Protection Act 2018, and the General Data Protection Regulation 2018, the London Mutual Credit Union Ltd will ensure that your personal data is processed lawfully, fairly and transparently.

15.3 - We will keep your personal information for only as long as we need to or are allowed to by law. You have certain rights in regards to your information, including the right to receive a copy of the personal information we hold about you.

15.4 - Data will be collected for specified, explicit and legitimate purposes and not processed in a manner incompatible with those purposes. We will process and record your personal information for the following purposes:

- To enable us to provide a credit union service to our members,
- To maintain our own accounts and records and to support and manage our employees,
- We share personal data for crime and fraud prevention and the apprehension and prosecution of offenders,
- For data analysis, research and marketing purposes, where permitted by Data Protection Legislation.

15.5 - The personal data that we hold will be accurate and where necessary be kept up to date.

15.6 - Your personal details will be treated confidentially. London Mutual Credit Union Ltd will not pass your personal data on to any third parties except where processing by a third party is necessary for the performance of a task or a contract. Where necessary or required we share information with:

- Credit reference agencies,
- Family, associates and representatives of the person whose personal data we are processing,

- Debt collection and tracing agencies,
- Financial organisations,
- Ombudsmen and regulatory authorities,
- Suppliers,
- Business associates and advisers,
- Fraud prevention agencies.

15.7 - It may sometimes be necessary to transfer personal information overseas. When this is needed information may be transferred to countries or territories around the world. Any transfers made will be in full compliance with all aspects of Data Protection legislation.

15.8 - We may release some information about you to fraud prevention agencies. We will tell fraud agencies if you give us false or inaccurate information or we suspect fraud.

15.9 - The fraud prevention agencies will share search details and account information with us and other organisations so that we and they might:

- Assess applications for services and manage accounts;
- Check your identity to prevent money laundering;
- Prevent, detect or prosecute fraud and other crimes; and
- Recover and trace debts.

15.10 - The fraud prevention agencies will share records with other organisations and will also use personal information for statistical analysis about fraud. If fraud is detected, you could be refused certain services, finance, or employment. For further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, please visit creditunion.co.uk or ask in branch for the full Fair Processing Notice.

16 - MISCELLANEOUS

16.1 - It is your responsibility to ensure that the details of your account with us are correct and up-to-date (including your name, address, telephone number, email address, beneficiary and next of kin details). You must inform us as soon as possible of any change of this information as and when this occurs.

16.2 - We may decide not to accept a deposit or application from you.

16.3 - You may be liable for other taxes or costs that are not paid by or via us, e.g. higher rate tax.

16.4 - We will not be liable if we are unable to perform our obligations under this agreement due

(whether directly or indirectly) to:

- The failure of any machine, data processing system or transmission link
- Any period of essential maintenance, critical change, repair, alteration to or failure of computer systems
- Any industrial dispute
- Anything outside our reasonable control or that of our agents or sub-contractors.

16.5 - You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

16.6 - If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16.7 - If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

16.8 - A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

16.9 - These Terms and Conditions are to be read in conjunction with the Rules of London Mutual Credit Union Ltd.

16.10 - Upon termination of this agreement, the Terms and Conditions that are capable of continuing to apply will do so.

16.11 - Any terms and conditions of your account will be in English, governed by English Law and will communicate with you in English. We both agree to the non-exclusive jurisdiction of the English courts.

16.12 - If you would like to request a copy of this document in a larger font, please contact us.

TERMS AND CONDITIONS OF
CREDIT UNION LOANS AND
LMCU PAYDAY LOANS

1 - DEFINITIONS

- **Lender, we or us** means the London Mutual Credit Union Limited (also referred to as LMCU)
- **Borrower or you** means the member taking the Loan
- **Account** means the Loan account maintained by the Lender for the Borrower in connection with the Loan Agreement
- **Conditions** means these terms and conditions in force which may be varied from time to time
- **Loan** means the loan sum requested by the Borrower in their loan application.

2 - HOW THE AGREEMENT BETWEEN YOU AND LONDON MUTUAL CREDIT UNION IS MADE

2.1 - To qualify for a LMCU Loan, you should be a member of London Mutual Credit Union. If you are applying for a LMCU Payday loan or Dual loan, your web application for the loan is also your application for membership of London Mutual Credit Union.

2.2 - Lender will approve the amount and repayment terms of Loan based on your ability to repay which will be assessed by us and include checks with a Credit Reference Agency (see section 9 below on what we will check and what we will do with the information received).

2.3 - Interest rate for LMCU loans will be from 4.5% APR to 42.6% APR. Interest rate for LMCU Payday loan will be 42.6% APR. It will never be more than 42.6% Annual Percentage Rate (APR).

2.4 - Once the loan application has been approved:

- If you made an application in person, then you will be required to sign our Loan Agreement before the loan sum is released to you. The agreement between us will come into existence when you sign the Loan Agreement.
- The agreement between us will come into existence if we approve your loan application and accordingly your loan will be released immediately on approval and completion of all required documentation.
- If you applied for a LMCU Payday loan, then you have already agreed to the terms of our Loan Agreement when you submitted your application online. The agreement between us will come into existence if we approve your loan application and accordingly your loan will be released immediately on approval.

In certain circumstances we may ask a member to deposit money into their LMCU account to cover the first loan repayment and agreed savings.

2.5 - The charges for any optional services that you have selected as part of the application process for a LMCU Payday loan will be added to your loan repayment(s). These charges include those for faster payment service, and one off payments of your membership and first savings to advance the loan to you [and are set out in your loan

application summary documentation].

2.6 - The Borrower may repay the outstanding balance of the Loan Agreement at any time without incurring any penalties.

3 - REPAYMENT OF LMCU LOANS

3.1 - The maximum repayment period for the LMCU Loan will be eighty-four months depending on the amount applied for. The maximum repayment period for the LMCU Payday Loan will be three months.

3.2 - The minimum repayment period for the LMCU Loan will be one month. The minimum repayment period for the LMCU Payday Loan will be your next pay date.

3.3 - Charges for any optional Payday loan services will be added to your loan repayment(s).

4 - REPEAT LOANS

4.1 - You will be able to apply for further loans, provided that you have maintained your previous loan repayments promptly. We recommend that you reduce your present loan by at least one third of the total balance before applying for a further loan.

4.2 - Revolving Payday Loan Facility is also available for LMCU Payday Loans. Once you have set a LMCU repeat loan account you will be able to borrow further loans provided:

- That you have maintained your previous loan repayments promptly.
- Completely cleared your previous payday loan.

4.3 - Depending on your previous loan repayment history LMCU loan officers may increase your Payday loan limits up to £1000.

4.4 - Once the Payday loan has been approved by the lender (and in the case of an application in person, the separate loan agreement has been signed by the borrower), London Mutual Credit Union will transfer money into the Borrower's current account. At the beginning of the application process, if you have agreed to pay an additional optional charge for the faster payment, we will transfer the money within 24 hours of approval of the loan. Otherwise the money will be transferred using the BACS transfer which will take up to 4 working days to receive the money into your current account.

5 - RENEWAL OF LOAN

5.1 - The Lender will review your loan account for renewal from time to time either on request of the borrower or where the lender deems it is necessary to do so.

5.2 - The Lender's decision will be final and binding on the Borrower.

6 - CANCELLATION OF THE LOAN BY THE BORROWER

6.1 - Under the Financial Services (Distant Marketing) Regulations 2004 you have 14 days from the commencement to cancel your agreement. You will have to repay all money lent to you within 14 days. If repayment is not made within 14 days interest will be charged at the rate stated on the loan agreement.

7 - DEFAULT

7.1 - The Borrower agrees that if they give or receive notice of termination of their employment the Borrower shall advise the Lender immediately. The Borrower agrees that should they fail to make payment of any amount due to the Lender, or should their employment end for whatever reason, or should the Borrower set up a Individual Voluntary Arrangement or become bankrupt, the entire balance outstanding will immediately become due and payable, and the Lender shall have the right to recover any sums due to them from the Borrower's final wage or salary payment, including redundancy monies, severance payments, expenses and any other sums due to the Borrower.

7.2 - The Borrower assigns to the Lender all paid shares and payments on account of shares held with the Lender which the Borrower has now, or which the Borrower may have in the future, as security for payment of the balance outstanding and also interest and expenses which may be due or become due, and the Borrower authorises the Lender to apply any or all such paid shares or payments on account of shares towards the satisfaction of any amount which the Borrower may owe to them.

7.3 - If the Borrower is an employee of any employer within the common bond of Lender and

has failed to pay of amount due to the Lender, the Borrower authorises his/her employer to deduct, on the termination of the Borrower's employment for whatever reason, any amount due and payable to the Lender from the Borrower's final wage or salary, including from any redundancy money or expenses which are due to the Borrower, and pay such amount to the Lender.

7.4 - The Borrower will be required to repay the Lender's costs, charges and expenses of whatever nature if the Lender is required to take any action to obtain repayment of all sums due under the Loan Agreement, and such sums will be added to the debt on an indemnity basis.

7.5 - The Borrower is aware that the Loan Agreement is a legally binding contract and that if the Borrower fails to comply with any of its terms the Borrower may render themselves liable to further action, which may include Court action. The Borrower will be required to repay the Lender's legal expenses and administration charge if the Lender requires taking Court action to obtain repayment of all sums due under the Loan Agreement.

7.6 - If the borrower defaults on repayments, information about their outstanding loan may be passed on to the Department of Work and Pensions (DWP) for their consideration of deductions from the benefits that the borrower is currently or will become entitled to. DWP ALRN 01.

8 - TERMINATION

The Lender may terminate the Loan Agreement and demand immediate repayment of all sums due in respect of the Loan Agreement after giving any written notice required by law if:

8.1 - The Borrower shall fail in any material respect to keep any part of the loan Agreement.

8.2 - The Borrower shall have deliberately given false information or given inaccurate information in connection with the Loan Agreement or any other Credit Agreement between the Borrower and the Lender.

8.3 - The Lender may make such enquires about the financial affairs of the Borrower as the Lender may see fit. The Borrower will inform the Lender immediately in writing of any material change in

his/her financial circumstances, which is likely to affect his/her ability to repay the loan or if he/she gives or receives notice of termination of his/her employment.

8.4 - The Borrower shall become bankrupt or make or seek an arrangement with his/her creditors or an interim order shall be made under Section 252 (1) of the Insolvency Act 1986 in relation to the Borrower or if any steps or proceedings shall be taken which may lead to the occurrence of any such matters.

8.5 - The Borrower shall be the subject of a Court action which has the effect of taking away from the Borrower's control of the whole or a substantial part of the Borrower's assets.

8.6 - The Borrower shall become incapable in law of managing their own affairs. Should the Lender terminate the Loan Agreement or should the Borrower default, the Lender is entitled to the repayment of the whole sums due under the Loan Agreement and may retain any monies held by the Lender for the Borrower in any other type of account and apply the said monies held on or towards payment of the balance outstanding in terms of the Loan Agreement.

9 - PERSONAL INFORMATION AND CREDIT REFERENCE POLICY

Your information may be held by us in any form and used by us for the purpose set out below.

9.1 - We may use, analyse and assess your information to maintain and develop our relationships with you. Other organisations may also access and use this information to prevent fraud and money laundering. This may include the following purposes:

- checking details on applications for credit and credit related or other facilities;
- helping us to make credit decisions about you and anyone to whom you are linked financially or other members of your household;
- managing credit and credit related accounts or facilities;
- to consider and implement business, product and technology developments;
- to undertake statistical analysis, financial risk assessment, money laundering checks (which

may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt;

- checking details on proposals and all types of insurance for you and anyone else linked to your insurance proposal or claim;
- to help us identify products and services which may be of interest to you;
- checking details of job applicants and employees;
- meeting any obligations we may have under the card scheme your card is issued under.

9.2 - When you apply to us to open an account, the London Mutual Credit Union will:

- a. Check our own records for information on
 - i. Your personal accounts;
 - ii. and, if you have one, your financial associates' personal accounts;
 - iii. if you are an owner, director or partner in a small business we may also check on your business accounts.

In these terms:

- Financial associate will be someone with whom you have a personal relationship that creates a joint financial unit in a similar way to a married couple. You will have been living at the same address at the time. It is not intended to include temporary arrangements such as students or rented flat sharers or business relationships. Financial associates may "break the link" between them if their circumstances change such that they are no longer a financial unit. They should apply for their credit file from a credit reference agency and file for a "disassociation".
 - Small business is defined as an organisation which might be sole trader, partnership or a limited company that has three or less partners or directors.
 - Credit reference agencies may link together the records of people that are part of a financial unit. They may do this when people are known to be linked, such as being married or have jointly applied for credit or have joint accounts. They may also link people together if they, themselves, state that they are financially linked.
- b. Search at credit reference agencies for information on:
 - i. Your personal accounts:

- ii. and, if you are making a joint application now or have ever done the following we will check your financial associates' personal accounts as well
 - previously made joint applications
 - have joint account(s);
 - are financially linked;
- iii. very occasionally if there is insufficient information to enable us to assist you, we may also use information about other members of your family;
- iv. if you are a director or partner in a small business we may also check on your business accounts;
- c. Search at fraud prevention agencies for information on you and any addresses at which you have lived and on your business (if you have one).

9.3 - What we do with the information you supply to us as part of the application:

- a. Information that is supplied to us will be sent to the credit reference agencies.
- b. If you are making a joint application or tell us that you have a spouse or financial associate, we will:
 - i. Search, link and/or record information at credit reference agencies about you both.
 - ii. Link any individual identified as your financial associate, in our own records.
 - iii. Take both your and their information into account in future applications by either or both of you.
 - iv. Continue this linking until the account closes, or is changed to a sole account and one of you notifies us that you are no longer linked.

So you must be sure that you have their agreement to disclose information about them.

- c. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.
- d. Your data may also be used by us to offer you other products, but only if you have given your permission. That will be on the front of any form that you have completed. You do agree that we can forward any newsletter, statement message, new terms and conditions or information about

any changes to the way your account(s) operate to provide information.

9.4 - With the information that we obtain we will:

- a. Assess this application for credit and/or;
- b. Check details on applications for credit and credit related or other facilities;
- c. Verify your identity and the identity of your spouse, partner or other directors/partners and/or;
- d. Undertake checks for the prevention and detection of crime, fraud and/or money laundering.
- e. We may use scoring methods to assess this application and to verify your identity.
- f. Manage your personal and/or business account (if you have one) with ourselves.
- g. Undertake periodic statistical analysis or testing to ensure the accuracy of existing and future products and services.
- h. Any or all of these processes may be automated.

9.5 - What we do when you have an account:

- a. Where you borrow or may borrow from us, we will give details of your personal and/or business account (if you have one), including names and parties to the account and how you manage it/ them to credit reference agencies.
- b. If you borrow and do not repay in full and on time, we will tell credit reference agencies.
- c. We may make periodic searches of our own group records and at credit reference agencies to manage your account with us, including whether to make credit available or to continue or extend existing credit. We may also check at fraud prevention agencies to prevent or detect fraud.
- d. If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

9.6 - We will disclose information outside the Credit Union only:

- where you have provided your agreement;
- to our agents or subcontractors for operational reasons;
- to any persons, including, but not limited to, insurers, who provide a service or benefits to you for us in connection with your account;
- to licensed credit reference agencies as set out in these Terms and Conditions;

- to fraud prevention and other agencies to help prevent crime or where we suspect fraud;
- if compelled to do so by law;
- for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register;
- to any person to whom we will or intend to transfer our rights or obligations;
- if your card or PIN are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under.

9.7 - You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

9.8 - You have a right of access to your information held by us. Write to us at London Mutual Credit Union Limited, 4 Heaton Road, Peckham, London SE15 3TH.

9.9 - We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

What Credit Reference and Fraud Prevention Agencies do

9.10 - When credit reference agencies receive a search from us they will:

- a. Place a search "footprint" on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future.
- b. Link together the records of you and anyone that you have advised is your financial associate including previous and subsequent names of

parties to the account. Links between financial associates will remain on your and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies.

9.11 - Supply to us:

- a. Credit information such as previous applications and the conduct of the accounts in your name and of your associate(s) (if there is a link between you – see 9.5b above) and/or your business accounts (if you have one).
- b. Public information such as County Court Judgments (CCJs) and bankruptcies.
- c. Electoral Register information.
- d. Fraud prevention information.

9.12 - When information is supplied by us, to them, on your account(s):

- a. Credit reference agencies will record the details that are supplied on your personal and/or business account (if you have one) including any previous and subsequent names that have been used by the account holders and how you/they manage it/them.
- b. If you borrow and do not repay in full and on time, credit reference agencies will record the outstanding debt.
- c. Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted.

9.13 - How your data will NOT be used by credit reference agencies:

- a. It will not be used to create a blacklist.
- b. It will not be used by the credit reference agency to make a decision.

9.14 - How your data WILL be used by credit reference agencies:

- a. The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to
 - i. Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and credit related or other facilities.
 - ii. Check the operation of credit and credit-related accounts.

- iii. Verify your identity if you or your financial associate applies for other facilities.
- iv. Make decisions on credit and credit related services about you, your partner, other members of your household or your business.
- v. Manage your personal, your partner's and/or business (if you have one) credit or credit related account or other facilities.
- vi. Trace your whereabouts and recover debts that you owe.
- vii. Undertake statistical analysis and system testing.

9.15 - The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. For further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, please visit creditunion.co.uk or ask in branch for the full Fair Processing Notice. How your data may be used by fraud prevention agencies:

- a. The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to prevent crime, fraud and money laundering by, for example;
 - credit and credit related or other facilities
 - Managing credit and credit related accounts or facilities
 - Cross Checking details provided on proposals and claims for all types of insurance.
 - Checking details on applications for jobs or when checked as part of employment
- b. Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims.
- c. Trace your whereabouts and recover debts that you owe.
- d. Conduct other checks to prevent or detect fraud
- e. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- f. Undertake statistical analysis and system testing.

9.16 - Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under Data Protection legislation.

9.17 - Your data may also be used to offer you other products, but only where permitted.

9.18 - If you would like further information as to how your personal data may be used by credit reference agencies please request a copy of the Credit Reference Information Notice (CRIN) from your local Credit Union office, email a request to info@creditunion.co.uk, or download from the LMCU website. You can also contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.myequifax.co.uk
- Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk

9.19 - Law enforcement agencies may access and use this information.

10 - NOTICES

10.1 - All notices sent by you to us must be sent to London Mutual Credit Union at 4 Heaton Road, Peckham, London SE15 3TH or to loans@creditunion.co.uk. We may give notice to you at either the e-mail or postal address you provide to us in the loan application. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

10.2 - The Lender is a data controller of information provided on this form in terms of the Data Protection Act 1998 as amended. In processing the application, this information

will be disclosed to recognised credit reference agencies for credit checking. These agencies record this check, which may affect the Borrower's credit rating. The Lender may also consult with other Credit Unions and will take into account information concerning the Borrower's employment prospects which the Lender may have become aware of. If the application is successful, the Borrower's details will be held by the Lender to enable the Borrower's loan to be managed.

Details of any financial transactions involved (such as payroll deduction) will be made by the company or organization concerned.

11 - GENERAL

11.1 - If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

11.2 - If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

11.3 - You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

11.4 - A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

11.5 - These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.

OTHER LONDON MUTUAL TERMS AND CONDITIONS

1 - FINANCIAL SERVICES COMPENSATION SCHEME

1.1 - London Mutual Credit Union is a member of the Financial Services Compensation Scheme established under The Financial Services and Markets Act 2002. In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the credit union, including their savings and current accounts, and not to each separate account. Further details of the scheme are available on www.fscs.org.uk or from the credit union on request.

2 - DISTANCE MARKETING

2.1 - If your account opening or loan application is concluded using distance communication only, i.e. with no face to face contact, it will be affected by the Distance Marketing Directive (DMD). The most common forms of distance communication are telephone, internet, email or post. However if there is any interface with a human e.g. returning a form to a collector, the transaction is no longer at a distance.

2.2 - Under the DMD we must provide you with all the contractual terms and conditions and the information referred to in the distance marketing disclosure rules on a durable medium and in good time before you are bound by any distance contract or offer.

2.3 - Under the DMD you have the right to cancel your account or loan with the credit union without penalty within 14 days of the day of the conclusion of the contract, or from when you received the contractual terms and conditions.

2.4 - If you decide to cancel your membership, we will return, no later than 30 days after the date, any money paid to the credit union. We reserve rights to request that you pay for any services provided up to the date of cancellation, provided it does not amount to a penalty.

2.5 - If you cancel your current account, we shall immediately block your card. You will be liable for all transactions and charges incurred until we receive your notice of cancellation. You will also be liable for all transactions and charges incurred after we have received your notice of cancellation and where we can demonstrate that you carried out the transaction or incurred the relevant charge prior to cancellation.

For example, if you carry out a transaction and cancel your card the following day, you will still be liable for the transaction even if the transaction does not show on your card until after you have submitted your notice of cancellation.

2.6 - If you wish to cancel your loan agreement you will have to repay all money lent to you within 14 days from the commencement of the agreement, otherwise interest will be charged at the rate stated on the loan agreement.

2.7 - If you wish to cancel your contract concluded

at a distance please contact London Mutual Credit Union immediately.

3 - COMPLAINTS

3.1 - We aim to offer our members consistent, high quality and value for money services. If you have a concern about our services please tell us.

3.2 - If you have a complaint please telephone us, send us an email or write to The Complaints Officer, London Mutual Credit Union Limited, 4 Heaton Road, Peckham, London, SE15 3TH.

3.3 - We aim to deal with your complaint as thoroughly and as quickly as possible. We will acknowledge, investigate and try to resolve your complaint and if you are not satisfied with our final response you may be able to take your complaint to the Financial Ombudsman Service.

3.4 - For more information or if you wish to receive a copy of our Complaints procedure, please visit our website www.creditunion.co.uk, phone us or speak to one of our staff in branch.

4 - FINANCIAL OMBUDSMAN SERVICE

4.1 - The Financial Ombudsman Service (FOS) has been set up by law to help settle individual disputes between consumers and financial firms. The FOS will only look at complaints if the credit union has had the opportunity to investigate the complaint first and provide a response.

4.2 - We have an internal complaints procedure to resolve any issues or concerns. In the event that a member has a complaint that we are not able to resolve, it can be forwarded to the Financial Ombudsman Service, within six months of the credit union's final response letter.

4.3 - If you are not happy with a final response given to a complaint or if no final response has been provided within an eight-week period from the date of initial complaint, you are eligible to contact the Financial Ombudsman Service and request that they investigate the matter on your behalf. No charge is made for this and any decisions made are binding on the financial institution concerned.

4.4 - More information on the Financial Ombudsman Service can be found at: www.financial-ombudsman.org.uk

HOW TO CONTACT US

GENERAL ENQUIRIES

Telephone: 020 3773 1751

Fax: 0207 277 8755

Email: info@creditunion.co.uk

Web: www.creditunion.co.uk

Address for correspondence:

London Mutual Credit Union,
4 Heaton Road, Peckham,
London, SE15 3TH

Card Activation Telephone:

0330 088 1728

Lost or Stolen Card Telephone:

0330 088 2747

To get your latest balances

Register for our secure on-line service
CU On-line at creditunion.co.uk or text
bal to 80011.

Mobile app

You can access your credit union accounts on the go with our mobile app. The App is for Apple iPhone and Android devices and you can download it from Apple Store or Google Play. Before you do, make sure you are registered for on-line services – you can do this quickly and easily at creditunion.co.uk



London Mutual
Credit Union

BRANCHES & OPENING HOURS

4 Heaton Road, Peckham,
London SE15 3TH

Opening hours:

Monday-Friday: 9.30am-4.30pm

10 Acre Lane, Brixton,
London SW2 5SG

Opening hours:

Monday-Friday: 9.30am-4.30pm

177 Walworth Road,
Elephant & Castle,
London SE17 1RW

Opening hours:

Monday-Friday: 9.30am-4.30pm,
Saturday: 9.30am-1.30pm

London Mutual Credit Union is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 213248). London Mutual Credit Union Terms and Conditions v4 March 2020