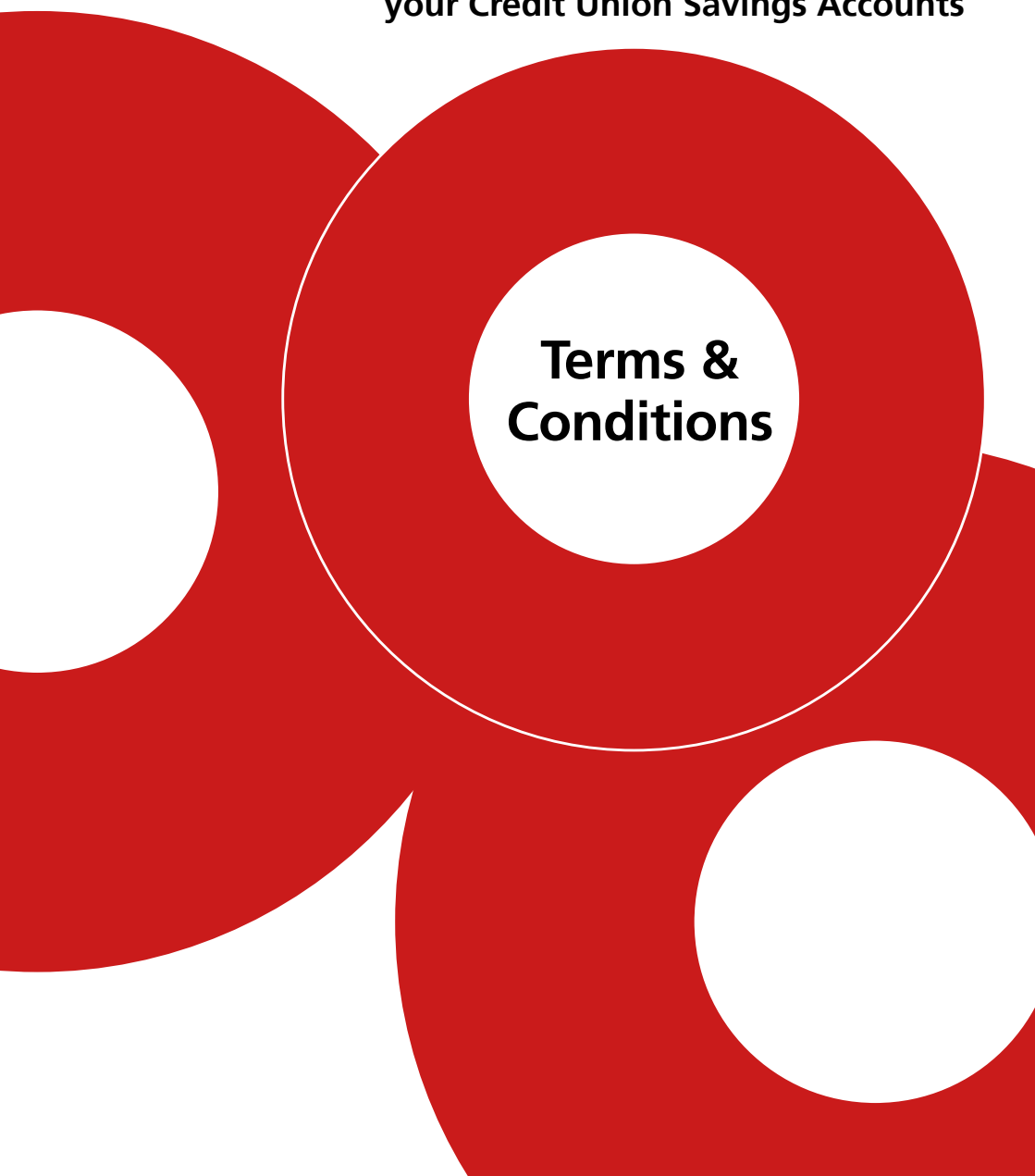


# **London Mutual**

Credit Union

**TERMS AND CONDITIONS**  
of your Credit Union Membership and  
your Credit Union Savings Accounts



**Terms &  
Conditions**

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## General Membership Terms and Conditions

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## INTRODUCTION

- i.** London Mutual Credit Union Limited ('the Credit Union' or 'LMCU') is a financial co-operative owned by its members. Its registered office is at 4 Heaton Road, Peckham, London, SE15 3TH.
- ii.** The objectives of the Credit Union are:
  - a. The promotion of thrift among its Members by the accumulation of their savings;
  - b. The creation of sources of credit for the benefit of its Members at a fair and reasonable rate of interest;
  - c. The use and control of Members' savings for their mutual benefit; and
  - d. The training and education of Members in the wise use of money and in the management of their financial affairs.
- iii.** The Credit Union has adopted the following additional social goals within its policies:
  - a. To contribute towards the alleviation of poverty within the community; and
  - b. To contribute towards the economic regeneration of the community.
- iv.** These Terms and Conditions are to be read in conjunction with the Rules of London Mutual Credit Union Limited, which are available from the Credit Union on demand and free of charge.

## 1 – MEMBERSHIP

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### Common bond qualifications for membership

**1.1** – Admission to membership of the Credit Union is restricted to:

- A) Individuals residing in or being employed in the locality of the London Boroughs of Southwark, Lambeth, Camden and Westminster City Council.
- B) A corporate body, an individual in his/her capacity as a partner in a partnership, an individual in his/her capacity as a trustee for an unincorporated association, if the body corporate, partnership or unincorporated association has:
  - a place of business in the above locality
- C) An individual who is employed by the following employer:
  - The Ministry of Defence
- D) An individual who is associated with other individuals through being in receipt of a pension from the following employer:
  - The Ministry of Defence
- E) An individual who is associated with other individuals through being a serving member of the:
  - Royal Navy Reserves
  - Army Reserves
  - Royal Marines Reserves
  - Royal Air Force Reserves
  - Special Forces Reserves
- F) An individual who follows an occupation in the following 'Minor' Groups of the Office of National Statistics' Standard Occupational Classification:
  - 118 Health and social services managers and directors
  - 124 Managers and proprietors in health and care services
  - 221 Health professionals
  - 222 Therapy professionals
  - 223 Nursing and midwifery professionals
  - 231 Teaching and educational professionals
  - 245 Librarians and Related Professionals
  - 321 Health associate professionals

- 612 Childcare and Related Personal Services
  - Membership of the credit union is only open to persons following the above occupations who live within Greater London.
- G) An individual who is a member of the same household as, and is a relative of, an individual who is a member of the credit union and falls directly within a common bond specified above.

### Joint Accounts

**1.2** – The Credit Union may offer a joint account facility to Members that are individuals. A joint account shall only be available to two individuals who each qualify for, obtain and continue to hold membership under the common bond qualification.

**1.3** – In the event of the death of one of the holders of a joint account, the joint account shall, subject to any contrary written agreement between the holders and lodged with the Credit Union, become the property of the survivor.

### Non-qualifying Members

**1.4** – A Member who ceases to fulfil the qualifications for admission to membership shall retain their membership and voting rights in the Credit Union, and continue to acquire Shares and to receive loans subject to legislation and the provisions of the relevant Terms and Conditions and the Credit Union Rules.

**1.5** – A limit on the number of non-qualifying members may be imposed by resolution of the members at the annual general meeting.

### Junior savers

**1.6** – The credit union may take deposits from a person who would otherwise qualify for membership of the credit union and is under the age at which he may become a member (currently 18).

**1.7** – A junior saver, who is eligible for membership of the credit union will convert to full membership of the Credit Union upon reaching the age of 18.

## Applications for membership

**1.8** – In order to be admitted into membership of the Credit Union, the applicant should support the objectives and social goals of the Credit Union, has paid the entrance fee as stated in the Fees and Charges Schedule, has completed an application for membership and the Credit Union has approved the application as per its Policies and Procedures.

**1.9** – An applicant for membership of the Credit Union may be admitted to membership only when:

- a. They fall within the common bond and as a result qualify for admission to membership;
- b. They have provided sufficient evidence to prove their identity (and proof of incorporation if a corporate body) and address, as required to comply with all relevant laws and Regulations established in respect of money laundering prevention;
- c. They have paid any entrance fee agreed by the Members at the annual general meeting and specified in the Fees and Charges schedule; and
- d. They hold and have paid for at least a £5 Non-Deferred Share in the Credit Union

**1.10** – A Member of the Credit Union may only hold one membership in the Credit Union but they may have more than one accounts under the same membership number.

## Cessation of Membership

**1.11** – A Member shall cease to be such if:

- a. They die, or if a body corporate, is wound up or goes into liquidation; or
- b. By virtue of a Member becoming a Non-Qualifying Member of the Credit Union, the number of Non-Qualifying Members exceeds the maximum permitted by the Credit Union Rules or by law; or
- c. By virtue of being a Corporate Member of the Credit Union who has been expelled in accordance with the Credit Union Rules;
- d. They voluntarily withdraw from the Credit Union in accordance with these Terms and Conditions and the Credit Union Rules; or
- e. At the discretion of the Credit Union, membership shall be withdrawn if a Member's Share balance is not brought up to the minimum

shareholding requirement within 6 months of becoming a Member of the Credit Union, or it is reduced to below the minimum shareholding requirement and they fail to take action to increase their shareholding; or

- f. They are expelled by the Credit Union in accordance with these Terms and Conditions and the Credit Union Rules.

## Withdrawing from membership

**1.12** – A Member without any liability to the Credit Union may voluntarily withdraw from membership of the Credit Union at any time by applying for, and receiving, their shareholding in the Credit Union; subject to any notification period in place as agreed from time to time by the Credit Union. Members with an outstanding liability to the Credit Union shall be required to settle their account prior to being permitted to withdraw from membership of the Credit Union.

**1.13** – Those Members holding Deferred Shares shall not have the power to withdraw them. Repayment of any Deferred Shares shall be made in accordance with the issue documents which comply with s31A CUA 1979.

## Expulsion from Membership

**1.14** – A Member may be suspended, and subsequently expelled, from the Credit Union for any grave and sufficient reason including, but not limited to, the following:

- a. Wilful breach of, or refusal to comply with, the Credit Union Rules;
- b. Divulging confidential information obtained by virtue of being a Member of the Credit Union;
- c. Deceiving the Credit Union with regard to the purpose of money borrowed or its subsequent use;
- d. Default and continued refusal to honour a debt (the loan repayment terms of which had been agreed in a signed loan agreement);
- e. Maliciously and knowingly spreading incorrect reports about the management of the Credit Union;
- f. Wilfully making any entry, error or erasure in, or omission from any passbook, record or return of the Credit Union with the intent to falsify it;

- g. Actively working against the interests of the Credit Union and/or its membership;
- h. Allowing their account to become dormant and failing to remedy the situation;
- i. Using the Credit Union as a vehicle for committing an offence under the Money Laundering Regulations 2007;
- j. Committing an offence of dishonesty against the Credit Union, wilfully destroying or damaging records or other property of the Credit Union, or knowingly passing forged papers through the Credit Union;
- k. If, after admission as a Member of the Credit Union, their application form is found to include wilfully false or misleading information or any defect is discovered in their qualification for membership at the time of their admission which in the opinion of the Board of Directors is of such consequence as to justify expulsion;
- l. Abusive behaviour towards the employees or volunteers of the Credit Union.

### **Liability of withdrawn and expelled Members**

**1.15** – Withdrawal or expulsion of a Member from the Credit Union shall not relieve such Member from any liability which existed at the time of their withdrawal or expulsion.

**1.16** – The amount deposited by a Member who withdraws or is expelled shall be paid to them as funds become available, but only after all monies owed by them to the Credit Union have been deducted. Any amount due to a withdrawn or expelled Member shall be repaid within a period of less than 60 days beginning on the day following the expulsion or notice of withdrawal. No payment shall be paid to such a Member unless all of their liabilities to the Credit Union have been fully discharged.

### **Dormant accounts**

**1.17** – If a period of 12 months passes without any transactions on the account of a Member (or on any of their accounts if they have more than one), the Credit Union shall have the discretion to declare that the account has become dormant.

**1.18** – The Credit Union shall charge an annual administration fee of £5 on each dormant account,

as agreed by the Members at the 34th annual general meeting in February 2016 and published in the Fees and Charges Schedule.

## **2- SHARES**

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**2.1** – The Credit Union may offer Non-Deferred Shares and Deferred Shares. The nominal value of each Share shall be £1.00. A Member must purchase and hold at least one £1 Share in the Credit Union.

### **Minimum Shareholding**

**2.2** – The minimum shareholding required to remain in membership of the Credit Union shall be a sum of £5.00. Deferred Shares are not included in the minimum shareholding. The Credit Union shall have the discretion to withdraw membership from any Member whose account has not been brought up to the minimum Non-Deferred Shareholding requirement within six months of admission to membership, or any Member whose account is reduced below the minimum Non-Deferred Shareholding.

### **Maximum shareholding**

**2.3** – No Member shall have, or claim an interest in, Non-Deferred Shares of the Credit Union, exceeding £10,000 or 1.5 per cent (or such other sum as may be permitted by the Relevant Authority), of the total Non-Deferred Shareholdings in the Credit Union, whichever is the greater figure.

### **Withdrawing Shares**

**2.4** – Money paid in on Shares, may be withdrawn by a Member on any day. However, if required, the Credit Union may request up to sixty days' notice from a Member of their intention to withdraw their shareholding. Share withdrawals are also subject to clause 2.4 of the Terms and Conditions of your Credit Union Savings Accounts.

### **Financial Services Compensation Scheme**

**2.5** – Members' Non-Deferred Shares and junior savers' deposits are protected by the Financial Services Compensation Scheme, subject to the current terms of the Scheme that may be in

existence. Deferred Shares are not covered by the Financial Services Compensation Scheme.

## **Dividend on Shares**

**2.6** – There shall be no maximum amount payable as dividend on Dividend Bearing Shares. If a surplus has been achieved, and dividends are payable, the Board of Directors shall recommend the rates of any dividend payments for agreement by the Members of the annual general meeting.

## **3 - LOANS**

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### **Loans to Members**

**3.1** – The Credit Union may make loans to Members eligible to receive them. No individual under 18 years shall be eligible to receive a loan from the Credit Union.

**3.2** – All loans are subject to LMCU Loans Policy and Procedures and the Terms and Conditions of the relevant loan product.

**3.3** – The Credit Union shall not at any time make a loan to a Member if the making of such a loan would bring the total amount outstanding on loans to Members above such a limit as may be prescribed by law or rules established by the Relevant Authority.

**3.4** – Two Members agreeing to take out a loan on a joint account shall be held jointly and severally liable for repayment of the loan.

### **Recovering Loans from Members**

**3.5** – All sums due from any Member shall be recoverable from him or her, their executors or administrators, as a debt due to the Credit Union.

**3.6** – The Credit Union shall have a lien on any Shares of a Member for any debt due to it by a Member or for any debt which the Member has guaranteed, and may offset any sum standing to the Member's credit, including any Shares, interest rebate and dividends, in or towards, payment of such debt.

## **4 - MEMBERS' MEETINGS**

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### **Attendance at Members' meetings**

**4.1** – Meetings of the Credit Union shall be either

an annual general meeting or a special general meeting. Every Member shall be entitled to attend such general meetings.

### **Annual General Meeting**

**4.2** – The annual general meeting shall be held within six months of the end of the year of account at such date, time and place as the Credit Union may determine by resolution.

**4.3** – The business of the annual general meeting shall comprise:

- The receipt of the accounts and balance sheet and of the reports of the Board of Directors and the auditor (if any);
- The appointment of an auditor;
- The election of the Board of Directors or the results of the election if held previously by ballot;
- The application of surplus;
- The transaction of any other business included in the notice convening the meeting.

### **Notification of Members' meetings**

**4.4** – At least 14 and not more than 30 days before the date of a general meeting, the Credit Union will send notice in Writing of the date, time and place of the meeting to each Member. In addition to the above, the Credit Union may also give notice of any meeting by posting notice in a conspicuous place in a place of business of the Credit Union to which Members have access, including any electronic correspondence or website operated by the Credit Union, at least 14 days prior to the meeting.

### **Special general meetings called by the Credit Union**

**4.5** – Any general meeting of the Credit Union other than an annual general meeting shall be a special general meeting. The Board of Directors of the Credit Union may for good reason convene a special general meeting for any purposes not specifically provided for elsewhere in the Rules.

### **Special general meeting at Members' request**

**4.6** – Upon an application, signed by one tenth of

the total number of Members, or 100 Members, whichever is the lesser number, delivered to the registered office of the Credit Union, the Board of Directors shall convene a special general meeting of Members. The purpose of the special general meeting shall be stated in the application and notice of the meeting. No business other than that stated in the notice of the meeting shall be conducted at the meeting.

### **Voting**

**4.7** – Each Member of the Credit Union shall hold one vote only irrespective of the size of their Shareholding in the Credit Union or the number of accounts held.

## **5 - MAINTENANCE OF MEMBERS' ACCOUNTS**

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### **Record of account**

**5.1** – A statement of account shall be issued to each Member in Writing, at least annually, or upon their request.

### **Conducting transactions**

**5.2** – Any person may pay money into a Member's account on account of Shares or a reduction of loan capital or interest outstanding. Only the Member themselves may enter into a loan agreement or make a withdrawal from their share account. As well as formal notices of power of attorney, the Credit Union shall have the discretion to accept an authenticated request in Writing from an incapacitated Member permitting a named person to conduct transactions on the Member's behalf. The Credit Union shall take all reasonable steps to assure itself of the validity of each request made in Writing and shall be indemnified by the Member in the event of a subsequent dispute.

### **Nominations**

**5.3** – A Member may in accordance with the law nominate any person(s) to whom any of their property in the Credit Union at the time of their death shall be transferred (subject to the provisions of the law as to amount and the persons to whom

a valid nomination may be made).

**5.4** – On receiving satisfactory proof of death of a Member who has made a nomination the Credit Union shall, if and to the extent that the nomination is valid under the law, either transfer or pay in accordance with the law the full value of the property comprised in the nomination to the person entitled.

## **6 - COMPLAINTS AND DISPUTES**

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**6.1** – A formal written complaints procedure is maintained by the Credit Union and made available to all Members and junior savers. The Credit Union shall aim to resolve a complaint and send a final response within eight weeks of the receipt of a complaint (or such other time period as may be prescribed by the Relevant Authority).

**6.2** – If a complainant remains dissatisfied at the completion of the Credit Union's internal complaints procedure, and from the date of receipt of the Credit Union's final response, the complainant shall have six months (or such other time period as may be prescribed by the Relevant Authority) within which to refer their complaint to the Financial Ombudsman Service.

**6.3** – Complainants who remain dissatisfied following a formal decision by the Ombudsman may jointly agree with the Credit Union to refer their complaint or dispute to the County Court, or in Scotland the Sheriffs Court, who shall in accordance with section 83 of the Friendly Societies Act 1992, hear and determine such dispute. The County Court or Sheriffs Court shall have the power to order the expenses of the determining the dispute to be paid either out of the funds of the Credit Union or by such party to the dispute as it shall think fit, and such determination and order shall be binding and conclusive on all parties without appeal and shall not be removable into any court of law or restrainable by injunction.

## **7 – INTERPRETATIONS**

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**7.1** – In these Terms and Conditions, the following terms shall, unless the context requires otherwise, have the meanings attached to them:

- "CUA 1979" means the Credit Unions Act 1979 or any successor Act and/or Order.

- “Address” means a postal address or, in the case of Corporate members the registered address; or, in the case of an unincorporated partnership or association an address agreed by resolution of the partnership or governing body; or for the purposes of electronic communication, a fax number, email address or telephone number for receiving text messages.
- “Corporate Member” unless the context requires otherwise has the meaning attached to it in section 5A (6) of CUA 1979.
- “Deferred Shares” has the meaning attached to it by section 31A of CUA 1979.
- “Deposit(s)” shall have the meaning attached to it by the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 – SI2001/544 (or any successor Act and/or Order).
- “FSMA” means the Financial Services and Markets Act 2000 or any successor legislation.
- “Industrial and Provident Societies Act 1965” means Act and any successor Act and/or Order.
- “Issue Document” shall be the document produced in accordance with any issue of Deferred Shares of the Credit Union.
- “Legislative Reform (Industrial and Provident Societies and Credit Unions) Order 2011” means this Order and any successor legislation.
- “Member” has the meaning attached to it under these Rules, and unless the context requires otherwise includes individuals, corporate bodies and Designated Representatives of unincorporated associations or partnerships.
- “Money Laundering Regulations 2007” means these Regulations or any successor Regulations.
- “Non-Deferred Share(s)” means a share issued as per rules 35 to 41 of the Credit Union Rules.
- “Officer” includes any president, vice-president, treasurer, assistant treasurer, secretary, other elected Director, member of any committee or servant of the Credit Union, other than an employee appointed by the Board of Directors, but it does not include an auditor appointed by the Credit Union in accordance with the provisions of these Rules.
- “Non-Qualifying Member” means those Members outlined in rule 11 of these Rules.
- “Ombudsman” means the Financial Ombudsman Service or any successor body.
- “Relevant Authority” means the Financial Conduct Authority and the Prudential Regulation Authority or any successor bodies.
- “Regulations” means regulations made by the Treasury in a statutory instrument and rules made by the Relevant Authority.
- “Relative” has the same meaning as in Section 31 of the CUA 1979;
- “Rules” means the Credit Union’s registered Rules unless the context indicates otherwise.
- “Share” and “Shares” shall include both Non-Deferred Shares and Deferred Shares.
- “Treasury” means HM Treasury or any successor body.
- “Writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## 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

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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**

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**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**

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**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**

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**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**

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**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.

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## **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.

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## **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.

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## **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**

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**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.

**8.6** In some circumstances, it may take us longer to process your payment. For example, to protect you from fraud and scams, we may verify some payments to new payees manually. For transactions made outside of working hours, the payment may not be released until the next available working day.

## **9 – FEES AND CHARGES**

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**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**

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**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**

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**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**

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**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**

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**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**

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**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**

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**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](http://creditunion.co.uk) or ask in branch for the full Fair Processing Notice.

## **16 – FINANCIAL SERVICES COMPENSATION SCHEME**

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**16.1** – 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](http://www.fscs.org.uk) or from the credit union on request.

## **17 – DISTANCE MARKETING**

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**17.1** – If your account opening 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.

**17.2** – 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.

**17.3** – Under the DMD you have the right to cancel your account 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.

**17.4** – 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.

**17.5** – If you wish to cancel your contract concluded at a distance please contact London Mutual Credit Union immediately.

## **18 – COMPLAINTS**

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**18.1** – 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.

**18.2** – 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.

**18.3** – 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.

**18.4** – For more information or if you wish to receive a copy of our Complaints procedure, please visit our website [www.creditunion.co.uk](http://www.creditunion.co.uk), phone us or speak to one of our staff in branch.

## **19 – FINANCIAL OMBUDSMAN SERVICE**

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**19.1** – 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.

**19.2** – 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.

**19.3** – 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.

**19.4** – More information on the Financial Ombudsman Service can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **20 – MISCELLANEOUS**

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**20.1** – 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.

**20.2** – We may decide not to accept a deposit or application from you.

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

**20.4** – 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.

**20.5** – 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.

**20.6** – 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.

**20.7** – 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.

**20.8** – 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.

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

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

**20.11** – 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.

**20.12** – If you would like to request a copy of this document in a larger font, please contact us.

## HOW TO CONTACT US

### GENERAL ENQUIRIES

Telephone: 020 3773 1751

Fax: 0207 277 8755

Email: [help@creditunion.co.uk](mailto:help@creditunion.co.uk)

Web: [www.creditunion.co.uk](http://www.creditunion.co.uk)

### Address for correspondence:

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

### To get your latest balances

Register for our secure on-line service  
CU On-line at [creditunion.co.uk](http://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](http://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

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).

*Terms and Conditions of your Credit Union  
Membership and your Credit Union Share Accounts  
v3 May 2022*