

Membership and Savings Account Terms and Conditions

General Terms and Conditions for Credit Union Membership and Savings Accounts for Adults Effective from April 2016.

Set out below are the terms and conditions. This forms an agreement between you, the account holder, and us, the Credit Union. These Terms and Conditions tell you how your account works and what your and our obligations are once you open an account with us.

In these conditions:

- ACCOUNT means the credit union membership or savings account operated and maintained by us.
- AVAILABLE MONEY means funds which have cleared on your account, less any loan, budget or other payments which are due to someone (including us).
- CUSTOMER SECURITY DETAILS means your password and personal information registered with us.
- 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 the Credit Union 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 in the Data Protection Act 1998.
- TRANSACTION means any payment for goods or services by cheque, cash or any other means and deposits made by any means.
- WE, US OR OUR CREDIT UNION means Nottingham Credit Union, 69 Maid Marian Way, Nottingham, NG1 6AJ and any person to which the rights and/or duties of Nottingham Credit Union are transferred.
- WORKING DAY means any day other than Saturday, Sunday and Bank Holidays in England.
- YOU OR YOUR means the member in whose name the account is opened.

1 General

- 1.1** To be eligible for membership of the credit union you must be in our common bond (see website for the latest details).
 - 1.2** You must ensure that a minimum of £1 is kept in your account at all times.
 - 1.3** Statements are available on request.
 - 1.4** We will provide statements either by post or via the secure login area of our website
 - 1.5** You must inform us as soon as possible of any incorrect item on your statement.
 - 1.6** We may decide not to accept a deposit or application from you.
 - 1.7** You must not overdraw your account
 - 1.8** Your account is for personal use only. If you need an account for business purposes please request for details of the appropriate business account from us.
 - 1.9** 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 subcontractors.
- 2** You must telephone us on 0115 828 3121 or write to us at Nottingham Credit Union, 69 Maid Marian Way, Nottingham, NG1 6AJ immediately on any change of name or address, change of email address or change of telephone or mobile telephone number. If you do not do this we may charge your account with the costs of locating you. Proof of a change of name or address will be required.
- 2.1** We may transfer our rights and/or duties under this agreement to any person. You may not transfer any of your rights or duties under this agreement to any person.
 - 2.2** Any terms and conditions of your account will be in English, governed by English Law and will communicate with you in English.
 - 2.3** Dividend payments are not taxed at source, therefore you may be liable for taxes or costs that are not paid by or via us e.g. higher tax rate.

- 2.4** The credit union is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2002. In respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £75,000. This may be subject to change please visit www.fscs.org.uk for the latest details.
- 2.5** You also have a right to cancel your account 14 days from our receipt of your signed agreement or when you have started to transact on the account. You can cancel by writing to us. You will have to repay any amount you owe us including any interest and charges and, if appropriate, cut up any cards. If you choose not to cancel, the terms and conditions including any interest rates and account charges will apply.
- 2.6** There is no minimum duration for this account.

3 Dividends And Interest

- 3.1** The dividend will be paid annually and gross of tax and is subject to surplus and approval by the Board of Directors (not guaranteed).
- 3.2** The dividend is declared at the Annual General Meeting, to which all members aged 18 and over are invited.
- 3.3** Dividend or interest will only be paid to those in membership at the time the dividend is declared or when interest is due to be paid.
- 3.4** Enquiries about the target dividend rate can be made to any of our branches, our Head Office or our website – www.nottinghamcu.co.uk.
- 3.5** Accounts may include dividend or interest but not both. For accounts that may attract interest additional terms and conditions may apply.

4 Access – Paying In

4.1 Money can be paid into your accounts in various ways:

- Standing Order
- Payroll Deduction (from participating employers)
- BACS transfer from another bank account – please note that a BACS transfer from another account may take up to 3 working days
- By transfer from another Credit Union account
- Cash at a branch.
- Cheque by post or at a branch– please see section 3.3 for details of cheque clearance cycle
- Benefits payments
- Paypoint.

4.2 When you deposit a cheque, the dividend will begin to accumulate from the day it is deposited. Please note the cheque will need to be deposited in a branch before 3.30pm to be included in that day's deposits. A cheque that is sent by post will be deemed to be deposited when it is received by us. See also section 5.6.

4.3 If you pay money into your Account by cheque, the cheque will be put through a clearing process. The following timescales will apply. We call the day we receive the cheque 'Day T' (day of transaction - 'Days' are working days) and subsequent days are called T +1, T+2 and so on.

On Day T: You will start to earn a dividend

On Day T+2: Your cheque will enter the clearing process*

On Day T+10: You can withdraw your money (if your account allows this)

On Day T+10: BY THE END OF Day 10 you can be certain that the money is yours and cannot be reclaimed without your permission (as long as you have not deliberately committed fraud). However up until the end of Day 8 a cheque may still bounce and the money may be reclaimed from your Account.

Up until the beginning of Day 10 you will not be able to withdraw any money against the cheque.

*Because the Credit Union is not a clearing bank our cheques from branches are posted to head office for banking. Should we experience additional delays we will try to let you know.

Important Notes:

- Only bank working days are counted when calculating these timescales and Saturdays, Sundays and bank holidays in England are not bank working days.
- Our 'cut off time' is 3.30pm. If you deposit a cheque after this time, Day T will begin the next day.
- Also remember that if a cheque is paid in on a Saturday, Day T will be the following Monday (although dividend will accrue from the Saturday).

- If a cheque is delayed for any reason before entering the clearing system, we will let you know – provided we have an up to date telephone number.

*If cheques are returned as unpaid, we reserve the right to pass on bank charges we incur namely a £6 return fee.

5 Access – Withdrawals

5.1 Money can be withdrawn from your accounts in various ways:

- By BACS transfer to another bank account – Please note that a BACS transfer to another account may take up to 3 working days
- By transfer to another Credit Union account
- Using the Credit Union secure website (PIN required)
- Using the Credit Union secure mobile app (PIN required)
- Cash at a branch (providing that the branch or collection point has the facilities to issue withdrawals in cash. Please note: There is a £250 daily cash limit).
- Cheque
- By CHAPS payment (fee payable).
- By loading onto a pre-paid card and withdrawing at an ATM or ‘cash back’ in a shop

5.2 Withdrawal requests can be made by fax but NOT via email.

6 Charges

6.1 A Membership fee may be applicable. If so, you will be advised of this at the time of joining.

6.2 BACS trace and recall will cost £25.

6.3 Transfer by CHAPS will be charged at £25.

6.4 The amount of any cheque deposit in a currency other than sterling will be converted into sterling at a rate set by the Co-Operative Bank who may apply a commission charge. You may request an estimate of charges before depositing your cheque. Please note: Foreign currency cheques DO NOT clear in the same timescales indicated in the standard cheque clearance cycle shown section 3.3 – please ask for details.

6.5 You authorise us to debit your account with our fees and charges as soon as they are due. We may also vary the charges or any rates of interest or introduce new ones but we will let you know if we do so.

6.6 The Board of Directors shall have the discretion to charge an annual administration fee on each dormant account not in excess of £5 in order to defray the expenses of maintaining a dormant account if permitted by the Regulator or the Law, provided that any such fee shall not be levied in addition to an administration fee.

8 Stopping Payment or Changing Your Deposit

8.1 Subject to any statutory rights you may have, you may not use any claim against any other person as a defence or counterclaim against us.

8.2 You are required to maintain any loan or budget payment arrangements that you hold with us.

9 Using and Sharing Your Information

Your information may be held by us in any form and used by us for the purposes set out below: 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 facilities
- 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 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

9.2 When you apply to us to open an account, we may check the following records about you and others:

- i) Our own
- ii) Those at Credit Reference Agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.
- iii) Those at Fraud Prevention Agencies (FPAs)
- iv) Those at agencies for the purpose of identity confirmation.

We will make checks, such as assessing applications for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us, and comply with Anti Money Laundering Regulations.

9.3 If false or inaccurate information, including immigration, is provided and fraud is identified, details will be passed to Fraud Prevention Agencies.

9.4 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

9.5 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 the terms of the Data Protection Act 1998.

9.6 We may link your information between your account(s) and other products and services you have with us and with information about others with whom you have a financial link.

9.7 We may identify and tell you by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and services which may be of interest to you and which are offered by us. (If you do not wish to receive such information, please write to us at, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you).

9.8 You do agree that we can forward any newsletter, marketing materials, statement message, new terms and conditions or information about any changes to the way your account(s) operate.

9.9 We will disclose information outside the Credit Union;

- To our agents, subcontractors or partners 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 below;
- 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 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; 7.10 If you write to us and pay a fee you have a right of access to your information held by us. Write to us.

9.10 You can 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 Ltd, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414 • Equifax PLC, Credit File Advice Centre, P.O. Box 1140, 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 481 8000 or log onto www.experian.co.uk

• Please contact us at Nottingham Credit Union, 69 Maid Marian Way, Nottingham, NG1 6AJ if you want to receive details of the relevant fraud prevention agencies.

9.11 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

9.12 Law enforcement agencies may access and use this information.

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

10 Customer Security Details

10.1 As part of this agreement you must register a password or security code known only to you (“customer security details”) for use when you become a customer. You must keep this password secure and known only to yourself at all times.

10.2 When you use your customer security details you are authorising us to carry out all your instructions given over the telephone or in branch.

10.3 You may request a security pin for online access to your account where you can read your balance or request a transfer. Do not share this pin with anyone else.

10.4 You must do all you can to stop anyone else using your customer security details and must not:

- Write them down
 - Tell them to anyone else
- 8.5** If you suspect that someone knows your customer security codes, you must immediately contact us on 0115 828 3121.

10.6 If your customer security details are 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.

10.7 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.

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

- Incorrect customer security details are used to attempt to access your account
- We suspect an unauthorised person is attempting to access your account.

10.9 You will be asked for personal information as a security check before any account information is given to you, either in a branch or over the telephone. We may also ask you for proof of ID.

10.10 A membership card will be required to conduct transactions in branch.

11 Ending This Agreement

11.1 You must give 60 days notice to close your membership account in writing by visiting a branch or contacting us at Nottingham Credit Union, 69 Maid Marian Way, Nottingham, NG1 6AJ. Notice periods apply to certain savings accounts please see key features table for these.

11.2 We may end this agreement without providing any reason but will give you 30 days’ notice before we do so (except in exceptional circumstances, e.g. fraud investigation, misuse of the account or abusive behaviour).

11.3 You must repay to us any amount owing to us on the account, in full including interest and charges.

12 Charges

12.1 We may make changes to this agreement at any time. If the change is to your disadvantage, we will notify you personally via letter or email at least 30 days before we make the change. At any time up to 60 days from the date of the notice you may, without notice, switch your account or close it without having to pay any extra charges or forfeit any dividend for doing this.

12.2 We may make or introduce charges from time to time in respect of the account. We may also vary the charges or introduce new ones but will give you 30 days’ notice in writing, before doing so.

13 Complaints

13.1 If you are not satisfied with any aspect of our service or products, you can tell us about your concern in the following ways:

- Visit a branch – visit any of our branches and speak to a member of staff. For details of the opening times of your nearest branch, please call us on 0115 828 3121 or visit www.nottinghamcu.co.uk
- Write – address your letter to the Branch Manager of the branch you wish to tell us about. For branch address details, please call us on 0115 828 3121 or visit www.nottinghamcu.co.uk
- Telephone – Please call 0115 828 3121 to speak to a member of our Customer Service Team who will be pleased to help you.
- A copy of our Complaints Procedure can also be obtained from these sources.

13.2 You MUST give the Credit Union chance to resolve any complaint before taking your issue further. The best way to complain depends how the situation arose. If you are already dealing with a member of staff then contact that person or their Supervisor directly either by telephone or by letter. You could also make an

appointment to see them in person. Many complaints are due to a misunderstanding and can often be resolved instantly. If you have followed these guidelines and are still unhappy, please address your complaint directly to the Complaints Officer.

13.3 How to make a written complaint:

- Include your full name, address and any reference or Membership number, at the top of the letter
- The date you made your complaint (you can then monitor the time it takes to receive a response)
- Write a brief summary of your complaint at the beginning of your letter
- List the facts clearly and in a sensible order of events
- Do not go into too much detail and try not to be repetitive
- Send photocopies of any relevant documents – but be sure
- Keep a photocopy of every letter you write

13.4 If you are still unhappy: In the majority of cases, complaints can be resolved very quickly and to everyone's satisfaction. If not, you can take your complaint to the Complaints Officer. This person has special responsibility for complaints within the Credit Union. They will undertake an independent review on your behalf and provide you with a written response according to the aforementioned time-scale. If your complaint has been taken through the Credit Union's Internal Complaints procedure and you are still dissatisfied with the final response letter, you may be able to take your complaint to the Financial Ombudsman Service, within 6 months. Their booklet will be enclosed with your final response letter. For further information on the Financial Ombudsman, please visit www.financial-ombudsman.org.uk or call 0800 023 4567

14 Terms and Conditions Applying To Specific NCU Savings Accounts

14.1 Share Account

14.1.1 The following Terms and Conditions apply only to the Share Account and are additional to the main Terms and Conditions, as stated above.

14.1.2 You must retain a minimum balance of £1 in your Regular Saver account at all times.

14.1.3 You are not allowed to have a minus balance

14.1.4 For accounts that have a balance below £50:

- If you have not transacted on the account during the last calendar year and:
- You do not use other credit union products during the last calendar year
- We will deem your account to be Dormant and reserve the right to charge a £5 dormancy fee each year until either there is no balance in your account or you have resumed using your account.

14.2 Christmas Club

14.2.1 The following Terms and Conditions apply only to the Christmas Club Account and are additional to the main Terms and Conditions.

14.2.2 No withdrawal (other than account closure) permitted until November 1st.

14.2.3 Withdrawals may be made from your account between 1st November and 24th December. On 25 December your Christmas club will start again for the following year.

14.2.4 The dividend will be paid to each account annually on May 1st.

14.2.5 At any time, only one Christmas Club Account is permitted per member.

Data Protection Statement

In accordance with the principles of the Data Protection Act 1998, we will use your personal details for the purposes of managing your accounts with the credit union. Your personal details will be treated confidentially and will only be shared with other agencies, as described in Section 7, for the purposes of credit referencing and debt recovery, for which purpose we hold a Category F Consumer Credit Licence. We will not sell/pass on any of your details to any third parties however from time to time we may wish to contact the account holder about other Credit Union accounts or services that we think may be of particular interest to you. If you do not want to receive any further information please notify us in writing.