

MEMBERSHIP & SAVINGS ACCOUNTS TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS FOR LEEDS CITY CREDIT UNION LIMITED MEMBERSHIP AND SAVINGS ACCOUNTS

Effective from June 2023

Set out below are the terms and conditions relating to membership and savings accounts. This forms an agreement between you, the account holder, and us, Leeds City Credit Union Limited. 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).
- **Member 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 UK General Data Protection Regulation and the Data Protection Act 2018
- **Transaction** means any payment for goods or services by cash or any other means and deposits made by any means.
- **We, us or our, Credit Union** means Leeds City Credit Union Limited (trading as Leeds Credit Union) and any person to which the rights and/or duties of Leeds City Credit Union Limited 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 live or work in our common bond. Adult membership, qualifying you to vote in our Annual General Meeting (AGM) and apply for credit products, is only available for members over 18 (See our website for the latest details).
- 1.2 You must ensure that a minimum of £1 is always 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 of any incorrect item on your statement as soon as possible.
- 1.6 We may decide not to accept a deposit or application from you, without giving you a reason.
- 1.7 You must not overdraw your account.
- 1.8 Your account is for personal use only.
- 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.
- 1.10 You must telephone us on **0113 242 3343** or email us at **services@leedscreditunion.co.uk** immediately on any change of name or address, change of e-mail 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.
- 1.11 We may transfer our rights and/or obligations under this agreement to any person. You may not transfer any of your rights or duties under this agreement to any person.

- 1.12 Any terms and conditions of your account will be in English, governed by English Law and we will communicate with you in English.
- 1.13 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 rate tax. You should therefore declare dividend payments to Her Majesty's Revenue and Customs (HMRC) as part of any tax return submissions. Please contact HMRC for advice.
- 1.14 The Credit Union is a member of the Financial Services Compensation Scheme established under The Financial Services and Markets Act 2000. In respect of eligible deposits with a UK office, payments under the scheme are limited to 100% of the first £85,000. This may be subject to change please visit www.fscs.org.uk for the latest details.
- 1.15 You 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 emailing us at **services@leedscreditunion.co.uk**. You will have to repay us any amount you owe us including any interest and charges and, if appropriate, cut up any cards. If you choose not to cancel, this agreement including any interest rates and account charges will apply.
- 1.16 We may use the money in your account towards payment of any money that you owe us that is due for payment but has not been paid. This is known as our right to set off.

2. Dividends and Interest

- 2.1 The target Dividend is subject to surplus and approval by the Board of Directors. Dividends are paid quarterly for some of our accounts and annually for some others. Our Membership Account is not eligible for dividend payments. Dividends are not guaranteed and in some instances the Board may decide not to pay a Dividend.
- 2.2 The target Dividend is declared at the Annual General Meeting, to which all members aged 18 and over are invited.
- 2.3 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.
- 2.4 For accounts where the target Dividend is paid quarterly, the accounting quarter ends will be 31 December, 31 March, 30 June and 30 September each year.
- 2.5 The target Dividend rate will be deposited to the account on the first working day of the quarter following that on which the Dividend is to be paid.
- 2.6 Enquiries about the target Dividend rate can be made to any of our branches, our Head Office or our website – **www.leedscreditunion.co.uk**.
- 2.7 Accounts may include Dividend or interest but not both. For accounts that may attract interest additional terms and conditions may apply.
- 2.8 Once paid, a Dividend may be withdrawn or transferred by you to another Credit Union account without penalty.

3. Access – paying in

- 3.1 Money can be paid into your accounts in various ways:
 - Direct Debit
 - Standing Order
 - Payroll Deduction (from participating employers)
 - Faster Payment
 - Transfer from another Credit Union account
 - Cash at a branch or collection point (providing that the branch or collection point has the facilities to accept payment in cash)
 - Benefits payments
 - Or any other methods which may be introduced.

4. Access – withdrawals

- 4.1 Money can be withdrawn from your accounts in various ways:
 - Standing Order
 - By transfer to another Credit Union account
 - Using the Credit Union secure website (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 £500 daily cash limit unless 48 hours notice is given.)
 - Faster Payment

- CHAPS payment (a fee will be charged)
- Loading onto a pre-paid card and withdrawing at an ATM or 'cash back' in a shop
- Any other methods which may be introduced by us.

5. Charges

- 5.1 A Membership fee may be applicable. If so, you will be advised of this at the time of joining. The Board of Directors shall have the discretion to charge an annual administration fee of up to £10.
- 5.2 Faster Payment recall £20.
- 5.3 A rejected Direct Debit will be charged at £12.
- 5.4 Transfer by CHAPS will be charged at £25.
- 5.5 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. Stopping payment or changing your deposit

- 6.1 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.
- 6.2 If you want to cancel or change a direct debit or similar arrangement, you will be responsible for telling any dependant person or organisation you are paying, that you are closing or cancelling the authority or similar arrangement.
- 6.3 You are required to maintain any loan or budget payment arrangements that you hold with us.

7. 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 ask for (and you will provide us with) various information from you, including any information required by us to enable us to comply with all 'know your customer' or similar identification procedures under all applicable laws and regulations.

- 7.1 Your personal information will be held securely in Leeds City Credit Union Limited systems so that we and any other companies in our Group that you have dealings with, either now or in the future, can manage your relationship with us. This will include information you provide when you apply to us, and any additional information provided by you or others.

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.

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

- Our own
- 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
- Those at Fraud Prevention Agencies (FPAs)
- Those on the Electoral Register
- 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

We may also make periodic searches at CRAs and FPAs to manage your account with us, and comply with Anti-Money Laundering Regulations.

- 7.3 If false or inaccurate information, including immigration, is provided and fraud is identified, details will be passed to Fraud Prevention Agencies.
- 7.4 We and other organisations may access and use from other countries the information recorded by Fraud Prevention Agencies.
- 7.5 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 UK General Data Protection Regulation and the Data Protection Act 2018.
- 7.6 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.
- 7.7 If you have provided your consent for us to do so, we may contact you by letter, telephone, text message, fax, newsletter, email or any other means of communication about products and services which may be of interest to you and which are offered by us.

You may opt in or out of our marketing list at any time by emailing us at services@leedscreditunion.co.uk.

If you choose not to receive any marketing from us, this may mean you will not receive information about business, product or service developments which may be of benefit to you. We will, however, contact you with matters relating directly to your own account and we will still be obligated to send you a notification of Member's meetings and any other information relating to your Membership of the Credit Union.

As we are a member-based organisation, members who have joined Leeds Credit Union before 25th May 2018 and have not chosen to opt out of our marketing list will continue to receive marketing and product information from us.

- 7.8 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 above and below;
 - To fraud prevention and other agencies to help prevent crime or where we suspect fraud only 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 and/or obligations under this agreement.

- 7.9 You have the right to access your information held by us; requests of this nature are known as Data Subject Access Requests (DSARs).

Data Subject Access Requests must be made in writing by email to services@leedscreditunion.co.uk.

You must include your name, address and membership number in all correspondence. Upon receipt of a Data Subject Access Request, we will respond within 28 days. We may contact you to confirm your identity when we receive a Data Subject Access Request.

- 7.10 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.
- TransUnion Ltd, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 060 1414
 - Equifax Ltd, Customer Service Centre, PO BOX 10036, Leicester, LE3 4FS or call 0800 014 2955
 - Experian, Credit Expert, PO BOX 7710, Nottingham, NG80 7WE or call 0800 013 88 88
 - Please contact us at by email at services@leedscreditunion.co.uk if you want to receive details of the relevant fraud prevention agencies.
- 7.11 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- 7.12 Law enforcement agencies may access and use this information.

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

7.14 Our current Privacy Policy is available to view on our website www.leedscreditunion.co.uk/regulatory-information
If you would like a copy of our Privacy Policy, you can request this in any branch or by emailing us at services@leedscreditunion.co.uk

8. Member security details

- 8.1 As part of this agreement you must register a password or security code known only to you ('member security details') for use when you become a member. You must keep this password secure and always known only to yourself.
- 8.2 When you use your member security details you are authorising us to carry out all your instructions given over the telephone or in branch.
- 8.3 You must do all you can to stop anyone else using your member security details and must not:
- Write them down
 - Tell them to anyone else.
- 8.4 If you suspect that someone knows your member security details, you must immediately contact us on 0113 242 3343.
- 8.5 If your member 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.
- 8.6 We may ask that you agree to assist us in our efforts to recover any loss as a result of unauthorised use of your member security details.
- 8.7 For your protection, we reserve the right to suspend your account (and access to it) if:
- Incorrect member security details are used to attempt to access your account
 - We suspect an unauthorised attempt to access your account, or other fraudulent activity related to your account.
- 8.8 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.

9. Ending this agreement

- 9.1 You may close your Account by requesting a closure form or emailing us at services@leedscreditunion.co.uk
With the exception of any account with an outstanding loan balance, closures will take effect immediately. Any pending deposits will need to be cancelled immediately by you and will be your responsibility.
- 9.2 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).
- 9.3 You must repay to us any amount owing to us on the account, in full including interest and charges.

10. Changes

- 10.1 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.

- 10.2 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.

11. Complaints

- 11.1 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 **0113 242 3343** or visit www.leedscreditunion.co.uk.
 - Write – address your letter to our Member Services Manager. For branch address details, please call us on **0113 242 3343** or visit www.leedscreditunion.co.uk.
 - Telephone – please call **0113 242 3343** 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.

- 11.2 You must give the Credit Union 8 weeks to resolve any complaint before taking your issue further.

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.

- 11.3 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
- Send photocopies of any relevant documents
- Keep a photocopy of every letter you write.

- 11.4 If you are still unhappy:

In most cases, complaints can be resolved 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 within 8 weeks.

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**.

12. Terms and Conditions applying to specific Leeds Credit Union Savings Accounts

12.1 Regular Saver Account

- 12.1.1 The following Terms and Conditions apply only to the Regular Saver Account and are additional to the main Terms and Conditions, as stated above, and if they vary from the main Terms and Conditions, then the Regular Saver Terms and Conditions will take precedence.
- 12.1.2 You must always retain a minimum balance of £20 in your Regular Saver Account. If at any time the balance of the account falls below £20 then no Dividend will be payable for the quarter.
- 12.1.3 A minimum of £20 per month or £5 per week must be deposited.
- 12.1.4 You may make a maximum of 6 withdrawals per annum. Notice of withdrawal must be made on the appropriate withdrawal form or via our website, www.leedscreditunion.co.uk.
- 12.1.5 If more than 6 withdrawals are requested, all sums will be transferred to your Membership Account and the Regular Saver Account will be closed. The Regular Saver Account cannot be reopened for a period of 12 months following closure.
- 12.1.6 You must always retain a minimum balance of £20 in your Regular Saver account.

12.2 30-Day Notice Account

(NEW ACCOUNTS NO LONGER AVAILABLE – EXISTING ACCOUNTS ONLY)

- 12.2.1 The following Terms and Conditions apply only to the 30-Day Notice Account and are additional to the main Terms and Conditions, as stated above, and if they vary from the main Terms and Conditions, then the 30-Day Notice Account Terms and Conditions will take precedence.
- 12.2.2 You must always retain a minimum balance of £50 in your 30-Day Notice Account. If at any time the balance in the account falls below £50 then no Dividend will be payable for the quarter.
- 12.2.3 You may make unlimited withdrawals, provided that 30 days notice is given. Notice of withdrawal must be made on the appropriate withdrawal form or via our website – www.leedscreditunion.co.uk.
- 12.2.4 All requests for withdrawals will be held for 7 days after the 30-Day notice period. If any sums requested have not been collected within that time, then the transaction will be cancelled and a further 30 days notice will be required.
- 12.2.5 Any request to close the account must be made in writing, giving 30 days notice.

12.3 Christmas Club Account

- 12.3.1 The following Terms and Conditions apply only to the Christmas Club Account and are additional to the main Terms and Conditions, and if they vary from the main Terms and Conditions, then the Christmas Club Terms and Conditions will take precedence.
- 12.3.2 No withdrawal (other than account closure) permitted until 1st November.
- 12.3.3 Withdrawals may be made from your account between 1st November and 24th December. On 25th December your Christmas club will start again for the following year.
- 12.3.4 The Dividend will be paid to each account annually on 31st October.

12.4 Loyalty Account

- 12.4.1 The following Terms and Conditions apply only to the Loyalty Account and are additional to the main Terms and Conditions, as stated above, and if they vary from the main Terms and Conditions, then the Loyalty Account Terms and Conditions will take precedence.
- 12.4.2 You must always retain a minimum balance of £1,000 in your Loyalty Account. If at any time the balance in the account falls below £1000 then no Dividend will be payable for the quarter.
- 12.4.3 The account must be maintained for a minimum period of 12 months.
- 12.4.4 You may make 1 withdrawal per annum. Notice of withdrawal must be made on the appropriate withdrawal form or via our website – www.leedscreditunion.co.uk.
- 12.4.5 If a further withdrawal is requested, then all sums will be transferred to your Membership Account and the Loyalty Account will be closed. The Loyalty Account cannot be re-opened for a period of 12 months.
- 12.4.6 Any request to close the account must be made in writing with 60 days' notice.

12.5 First Saver Account

- 12.5.1 The following Terms and Conditions apply only to the First Saver Account and are additional to the main Terms and Conditions, as stated above, and if they vary from the main Terms and Conditions, then the First Saver Terms and Conditions will take precedence.
- 12.5.2 First Saver Accounts are available for applicants under 18 with the support of a parent/guardian, acting as a trustee.
- 12.5.3 You must always retain a minimum balance of £1 in your First Saver Account.
- 12.5.4 You may make unlimited withdrawals if authorised by the account trustee.
- 12.5.5 Withdrawals must be made in person at an LCU branch, with trustee present.

Data Protection Statement

In accordance with General Data Protection Regulation 2018 and 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 appropriate PRA permissions. 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.

Our current Privacy Policy is available to view on our website:

www.leedscreditunion.co.uk/regulatory-information

If you would like a copy of our Privacy Policy, you can request this by emailing us at services@leedscitycreditunion.co.uk.

Leeds City Credit Union Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – firm reference number 213369. This information may be checked by visiting www.fca.org.uk or www.bankofengland.co.uk/pru. Leeds Credit Union is a trading name of Leeds City Credit Union Limited.

Leeds City Credit Union Limited
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LCU June 2023



Affordable. Flexible. Fair.