



Credit
Unions

Member Terms and Conditions



**Lewisham + Bromley
Credit Union**



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Introduction to Terms and Conditions

These terms and conditions contain important information about your membership of Lewisham Plus Credit Union Limited. It explains our obligations to you and your obligations to us.

Your membership agreement with us is contained within these terms and conditions and the Registered Rules of Lewisham Plus Credit Union Limited. There may also be additional terms and conditions that are specific to a particular account or facility. Details of additional terms will be made available to you on applying for the relevant account or facility.

Definitions applicable to this agreement

“You” and “your” mean any customer operating an account with us and include any person you authorise to give instructions on your accounts. “We”, “us” and “our” mean Lewisham Plus Credit Union Limited (LPCU).

“Shares” refer to deposits you hold with us. Members of the credit union have the same rights regardless of the value of their shareholding.

“Working days” means Monday to Friday, except public holidays.

These terms and conditions are governed by English law. This agreement is in English and we will communicate with you in English.

Qualification for Membership

Membership of LPCU is open to anyone living, working or studying in the London Boroughs of Lewisham and Bromley or in SE19.

To become a credit union member you must be at least 16 years of age.

A separate savings facility is provided for people under the age of 16.

We will require evidence of your identity and your current address, and previous addresses if you have moved within the last three months.

We have the right to decline to accept your money or your application to open an account with us.

Your application for membership must also include the nomination of a beneficiary, to whom we will pay net funds held in your LPCU account(s) in the event of your death. These details should also be in your Will.

Your Contact Details

It is your responsibility to notify us of any changes to your contact details. We will send information to you at the last known address we hold on your account. If you do not inform us promptly of changes to your contact details the security of your personal information could be put at risk.

For more information contact: **Lewisham Plus Credit Union Limited,
262 Kirkdale, Sydenham, London SE26 4RS, or your local branch.**
Tel: 020 8778 4738 Email: admin@pluscu.co.uk Web: www.pluscu.co.uk

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority – Firm Reference 213588

Membership and Saving accounts

To become a member of LPCU you must open a “Share1” account, with an initial deposit of at least £5, of which £3 pays your one-off credit union membership fee. Savings above £1 may be withdrawn at any time, but if your Share1 balance falls below £1 we may close your account.

You may close your Share1 account, but must first settle any loan or other balances owed to us, and will then cease to be an LPCU member.

Share 2 - Secured savings

Funds in a secured savings (Share 2) account may only be withdrawn in accordance with the terms of your loan agreement with us – either when your loan is repaid in full (for Save as you Borrow and Flexi loans), or to a level that is not lower than the outstanding loan balance (other loans).

Other savings accounts

Funds held in other savings accounts may be withdrawn on request, subject to any specific restriction in the terms of the account.

Christmas saving accounts may only be withdrawn after 1st November.

Dividends paid on savings accounts

Members attending the Annual General Meeting may vote to declare a dividend on share accounts, up to the level recommended by the Board.

Your dividend is calculated on average end of month savings balances in the year from 1st October to 30th September. It will be credited to your accounts on or before 31st March. Dividends are paid gross, without deduction of tax. LPCU may be required to notify HMRC of dividends above a threshold. You are responsible for declaring the credit union dividend on your tax return and for paying any tax that is due.

Borrowing from the credit union

You must be aged 18 or over to borrow from LPCU.

The maximum amount offered on any loan is at the sole discretion of LPCU and may be different from the amounts shown in loan leaflets. The maximum repayment period may vary according to the type and size of the loan, but will usually not be more than 36 months.

LPCU may conduct a Credit Reference Agency (CRA) search in connection with your loan application. The CRA will record details of the application on your credit report. This will form part of your credit history whether or not you proceed and if you make several applications for credit within a short period of time, this may affect your credit rating.

All loans are legally binding agreements. If you do not keep up with agreed repayments, we can take debt recovery actions. These may include transferring your savings to pay off your loan or using debt collectors, County Court Judgements and attachment of earnings, which may affect your credit rating and others in your household.

Loan Interest charges and repayment

By law, the maximum interest rate we may charge on your loan is 3% per month (42.6% APR). The actual interest rate charged will depend on the loan product and your circumstances.

Interest is calculated daily on the reducing balance of your loan. You may make additional repayments to reduce your loan more quickly, but must make the minimum payment set out in your loan agreement on time. There is no charge for early repayment of a loan.

We share details of your borrowing with Credit Reference Agencies (CRAs). If you fail to respond to loan default notices sent by us, we will register the default with CRAs and this may affect your ability to obtain further credit.

Saving deposits and loan repayments

Savings deposits and loan repayments may be made as follows:

- Cash or cheque over the counter at a branch or collection point.
- Cheque by post (please do not send cash to us by post).
- PayPoint payment at a participating outlet (please retain the receipt).
- Standing Order quoting your Member Number as a reference.
- Debit card using our web site (please register for the Members' Area).
- Electronic credit of a benefit or salary. Where this exceeds your loan repayment and saving deposits, you must also confirm a bank account or Engage debit card to which we can transfer your excess funds.

A deposit slip must be completed for each deposit made over the counter.

Cheques should be payable to **yourself**, or to "Lewisham Plus Credit Union Limited" followed by your account number on the front of the cheque. Please write your account number on the reverse of any cheque sent by post. Cheques take ten or more working days to clear into your account.

We can only accept responsibility for payments after we have received, checked and cleared them into your account.

If you think we have missed a deposit, please contact us with the details. We will try to find your funds and check in our suspense account.

Saving withdrawals and loan repayments

Savings withdrawals and loan payments may be made as follows:

- Cash or cheque (payable to you or to a nominated third party) over the counter at a branch, or for a cheque optionally by post if necessary.
- Same working day credit or BACS transfer to your Engage debit card or bank account, where confirmed before 1pm, otherwise next working day (subject to £5,000 maximum and account limits on Engage cards).

The most that you can draw in cash over the counter is £500 each week in Sydenham, or £100 each week from other branches (where available).

Other people cannot draw money from your accounts, unless we have a signed authority from you for them to do so in advance. If you give this authority, it only applies to your savings. **You cannot authorise someone else to sign a Loan Agreement on your behalf.**



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Information about your accounts

We will send a statement of your account at least annually. We will also make transaction and balance information available on the secure members' area on our web site (request a PIN online for access).

You must inform us promptly if your statement or account includes something you believe to be incorrect or not in accordance with your instructions. We will rectify our errors as soon as reasonably possible.

If you need to make a complaint, please raise this with a member of staff. If you are still not satisfied, write to the Credit Union CEO stating your name and address and telling us what happened. We will try to put things right and will provide you with the complaints procedure.

If we can't resolve your complaint you then have the right to take the matter to the Financial Ombudsman Service.

Data Protection

LPCU will process your data in accordance with your rights under the Data Protection Act 1998. Your information may be processed in any form and on any database used by us for the following purposes:

- To consider any applications made by you and to operate your account(s) or run any other services we provide to you;
- To help us to make credit decisions about you and anyone to whom you are linked financially or other members of your household;
- To undertake statistical analysis; financial risk assessment; money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and debt tracing.

Your personal details will only be shared with other agencies for the purpose of credit referencing and debt recovery, as part of our work in managing your accounts, or as required by law.

Other Charges (see also Engage product terms & conditions)

In addition to our one-off £3 membership fee, loan interest payable and debt recovery costs, we make the following charges where applicable:

£2.50 dormant member fee if you have not made a deposit to any LPCU account, loan repayment or other account transaction for a full year.

£2 for the issue of a lost replacement passbook or PayPoint card.

50p for each PayPoint transaction received.

Bank charges at cost incurred by LPCU if your payment bounces or if you instruct us to attempt to cancel a cheque or other payment made. Exceptional cost charges for unusual banking activities where agreed.

Changes to Terms and Conditions

We may make changes to this agreement at any time and may make, vary or introduce charges from time to time in respect of the account.

We will give you 30 days' notice in writing before we make changes, either by post (including by our newsletter), by placing a notice on our website or by advertising in one or more local newspapers.