

# FAIRshare Credit Union Limited

## Terms & Conditions

This document contains important information about your membership of FAIRshare Credit Union Limited. It explains our obligations to you and your obligations to us. A large print version of this document is available on request.

Your agreement with us is contained within these terms and conditions, together with any additional terms and conditions that are specific to a particular account or facility. Details of any additional items will be provided to you on applying for the relevant account or facility. In this agreement “we”, “us” and “our” refer to FAIRshare Credit Union Ltd. “You” and “your” mean any customer opening an account with us and include (where appropriate) any person you authorise to give instructions on your accounts. We may use the term “Shares” to refer to deposits you hold with us. As we are a cooperative organisation you are said to be buying shares when making deposits. All of our members have the same rights regardless of their shareholding (i.e. savings level).

In this agreement, working days means Monday to Friday, except public holidays. These Terms & Conditions are governed by English law. We are required by law to tell you that this agreement is in English and we will communicate with you in English.

A copy of our current Rules is available on our website.

## SECTION ONE – GENERAL TERMS

### 1.1 Adult Membership

- 1.1.1 Adult Membership is open to anyone living, working or studying in Shropshire, or working for a Shropshire based company.
- 1.1.2 To become a member you must be at least 16 years of age. We offer a separate facility for young people under the age of 16.
- 1.1.3 On applying to become a member we will require proof of your identity and evidence of your current address (and previous addresses if you have moved within the last three months).
- 1.1.4 If applying to become a member online, we will confirm your identity and address electronically. If the electronic verification fails, we will contact you and ask you to provide additional documentation.
- 1.1.5 Online applications for membership will not be considered as complete until the applicant has complied with our account activation process. This will either be by confirmation of an issued verification code or production of paper evidence of ID and address.
- 1.1.6 If an online application for membership has not been activated within 12 weeks of initial application, a £5 fee will be taken, and membership closed.
- 1.1.7 We have the right to decline to accept your money or your application to open an account with us.

### 1.2 Junior Membership

- 1.2.1 Junior Membership is open to anyone living or studying in Shropshire.
- 1.2.2 Junior membership is for young people under the age of 16.
- 1.2.3 Proof of identity is required to join. If the account is being opened by a parent or adult who is already a member then either the child’s birth certificate or NHS medical card are sufficient. If the adult opening the account is not a member, proof of the adult’s identity & confirmation of address will also be required (see clause 1.1.3 & 1.1.4).
- 1.2.4 There is no minimum savings requirement for junior members
- 1.2.5 A junior member under the age of 12 years must have a nominated parent or guardian who manages their account.
- 1.2.6 We have the right to decline to accept your money or your application to open an account with us

### 1.3 Deposits

- 1.3.1 Deposits may be made by:-
  - Standing Order or manual electronic transfer from a bank account
  - Payroll Saving (deducted directly from your wages by your employer)
  - Electronic transfer from a third party (i.e. salary or benefit payments)

Cash or cheque over the counter

Cheque by post (you must not send us cash by post)

A deposit slip must be completed for each deposit that you make into your account(s) at any credit union branch office, service point or collection point.

- 1.3.2 You will receive a receipt for each deposit that you make into your account(s) at a credit union branch, service point or collection point. Receipts should be checked for accuracy and kept for checking against your account statements.
- 1.3.3 Cheques should be made payable to "FAIRshare Credit Union Ltd".
- 1.3.4 When sending cheques by post you must write your full name, address and credit union membership number on the reverse of the cheque.  
Any deposits made by cheque will be unavailable for withdrawal until we have received confirmation from our bank that the cheque has been cleared.
- 1.3.5 Standing Orders will generally be credited to your credit union account within 24 hours after the payment has been credited to our bank account.
- 1.3.6 Deposits made by Payroll Saving may take up to 10 working days to reach your credit union account(s) due to the time taken by some employers to notify us of deductions made. You will be notified of the estimated lead time when you sign up for Payroll Saving.
- 1.3.7 We can only accept responsibility for payments into your credit union account(s) after we have received and checked them.
- 1.3.8 All arrangements made by members for payment to us whether electronic or manual must include a reference. This reference must start with your membership number followed by your surname. Ensuring that these details are included at the start of the reference will avoid any delay in your payment being processed accurately and efficiently.
- 1.3.9 Junior members can deposit money into their account through a School Saver Club at participating schools.

#### **1.4 Disbursements**

- 1.4.1 We use the term "disbursements" to refer to the issuing of share withdrawals and loan payments.
- 1.4.2 Disbursements can be issued using the following methods:-
- Faster Payment (electronic transfer to your bank account)
  - BACS (electronic transfer to your bank account)
  - Transfer onto your Engage Prepaid Visa Card
  - Cash (currently only available from our Telford Town Centre branch)
  - Cheque
- 1.4.3 The maximum disbursement available per cheque encashment is £500.
- 1.4.4 The maximum sum available by either Faster Payment or BACS is £5,000.
- 1.4.5 Requests for withdrawals may be made;
- online through the secure Online Members Access facility
  - in person at our branches (account verification required)
  - by telephone (account verification required)
  - or by email (account verification required)
- 1.4.6 A share withdrawal form must be completed prior to disbursement for all requests made in person.
- 1.4.7 Loan disbursements will only be issued upon completion of a Loan Agreement Form signed by the borrower in person or electronically through DocuSign.
- 1.4.8 All disbursements are subject to the availability of funds in your account(s).
- 1.4.9 A minimum of £5 must remain in the account to keep it open (see clause 1.5.5).
- 1.4.10 Funds deposited by cheque may not be withdrawn until the cheque has been cleared by our bank. This is usually 6 working days after the date you deposit the cheque in your credit union account.
- 1.4.11 We may in exceptional circumstances decide to waive the requirements relating to the size of cash disbursements. Such instances will be entirely at our discretion and will not establish any precedent for future decisions.
- 1.4.12 Members may nominate up to two bank accounts held in their name to receive electronic disbursements remotely by providing the bank name, branch, sort code and account number. Other criteria may apply to other accounts. There may be a charge for subsequent nominated accounts.
- 1.4.13 Under normal circumstances, disbursements made using the Faster Payment or BACS service cannot be cancelled once an instruction has been processed. Members will be liable for any

charges incurred by us in attempting to cancel disbursements requested by cheque to a third party once the member's instruction has been completed.

- 1.4.14 In the event of a loan falling into arrears we reserve the right to stop any disbursements from a member's savings account. Members who have a loan must retain a minimum balance equivalent to 15% of the loan value in a Linked Savings account. This is referred to as 'security' or 'locked savings'.
- 1.4.15 Withdrawals from junior members' accounts can be arranged to a nominated parent or guardian's bank account by telephoning member services.
- 1.4.16 Withdrawals from junior members' accounts can also be made in person by the junior member accompanied by the Nominated Adult/Guardian (if the child is under 12 years old) or by the junior member (if 12 years or older) from our Telford branch.
- 1.4.17 Junior members can administer their account from the age of 12 years.

## **1.5 Charges**

- 1.5.1 A non-refundable one-off administration fee of £5 will be deducted from your first deposit. We reserve the right to waive our entrance fee from time to time. (Not applicable to junior accounts). There is a £2 per month management fee for the Engage Prepaid Visa Card, deducted by Engage from your card.
- 1.5.2 If a member makes a deposit by cheque that fails to clear into the credit union bank account, the member will be liable for any charges incurred by us. These charges will normally be deducted from the member's savings account.
- 1.5.3 Members will be liable for all charges incurred by us in recovering any debt owed to us that has fallen into default.
- 1.5.4 For accounts that are deemed to be dormant (i.e. no transactions in the preceding 12 month period) we reserve the right to charge an annual fee of £5 (or part thereof).

## **1.6 Accessing account information**

- 1.6.1 Members receive a statement of account from us at least once a year showing all recent transactions on share (savings) and loan accounts.
- 1.6.2 Members can check balances on their accounts at any time through the secure Online Members' Access facility or by contacting Member Services during branch opening hours.
- 1.6.3 Members should tell us as soon as possible if they believe a statement or account balance includes something they believe to be incorrect or not processed in accordance with their instructions.
- 1.6.4 We will correct any erroneous entries on members' accounts as soon as possible after they have been identified and verified.
- 1.6.5 Information requested from the member is verified against information held on our records. We may not be able to assist you if we are unable to confirm your identity from the information provided.

## **1.7 Dividends**

- 1.7.1 A dividend may be declared on shares held during the preceding financial year. New members joining partway through a financial year will be entitled to a proportional dividend based on shares held for each full day of membership.
- 1.7.2 Our financial year runs from 1<sup>st</sup> October to 30<sup>th</sup> September.
- 1.7.3 The proposed rate of annual dividend, by product, will be determined by the Board of Directors and ratified by the members at the Annual General Meeting. Dividends will be paid to members as soon as practicable thereafter.
- 1.7.4 Dividends will be credited to members' accounts gross i.e. without any deduction of tax. It is the member's responsibility to notify HM Revenue & Customs of its receipt.
- 1.7.5 Junior members are not entitled to a dividend however a bonus may be awarded to Junior Savers at the discretion of the Board of Directors.

## **1.8 Miscellaneous**

- 1.8.1 We can act on our members' instructions when they are legally and lawfully given:-
  - In writing, including an original signature (or that of an authorised third party)
  - Verbally, when the member (or their authorised third party) has satisfied our security procedures

- By email, when the member (or their authorised third party) has satisfied our security procedures
  - By 'Secure Message' from within the Online Members Access facility.
- 1.8.2 When visiting our branches, collection points and service points we require members to treat our staff and other customers with respect and courtesy. We reserve the right to close the account of any member breaching this requirement by providing them with 14 days notice in writing.
- 1.8.3 We may use any contact details provided to us for service related reasons. In the first instance, Members' annual statements of account and any other general information about us will be sent to the email address provided by the member. Alternatively paper copies of statements will be sent to the member's home address unless we are told otherwise.
- 1.8.4 It is the member's responsibility to notify us of any change in their contact details. We will continue to send information to the last known email & postal address we have on file. Members who do not inform us promptly about changes in their details risk the security of their personal information.
- 1.8.5 A member can authorise another person to operate their account(s) by signing a third party mandate. If a member decides to do this they accept that they will be responsible for the other person's actions or omissions as if they were their own.
- 1.8.6 Members can transfer money internally between their accounts. These transfers will normally be actioned on the same day we receive the instruction.
- 1.8.7 If there is no activity on a member's account for a 12-month period, we may make their membership dormant. Members will be contacted prior to us taking this action and given the opportunity to reactivate or close their account (see clause 1.5.6).
- 1.8.8 The maximum amount which can be held in a savings account is £10,000 or 1.5% of the total Non-Deferred Shareholdings in the Credit Union, whichever is the greater figure.
- 1.8.9 We may, at our discretion, vary or add to our Terms and Conditions to reflect a change in:-
- Market conditions
  - The cost of providing services to our members
  - Technology for our facilities or services
  - Good credit union practice
  - The law
- 1.8.10 Except for changes in any interest rate, we will give members at least 30 days notice of any variation or addition to our Terms and Conditions. We reserve the right to notify members by a method of our choice. This will include notice by email, by post, by placing a notice on our website, by advertising in one or more local newspapers or by notification in branches, service points and collection points.

## SECTION TWO – ACCOUNTS

The following terms & conditions apply to all savings accounts. Additional criteria may apply to some specific accounts.

### 2.1 General Terms

- 2.1.1 The first deposit should be at least £6. This covers the one-off administration fee (see 1.5.1) plus a minimum of £1 (minimum shareholding) to open the account.
- 2.1.2 The minimum required balance held with us to remain a member is £5.
- 2.1.3 The maximum combined savings balance permissible in an individual's savings accounts is laid down at Paragraph 47 of the FAIRshare Model Rule Book. This states that no member shall have savings exceeding £10,000 or 1.5% of the combined total of members' savings, whichever is the greater. The maximum savings limit of a joint account is double the limit on an account held by an individual member.
- 2.1.4 If online membership has not been activated, but additional funds are being received into the account, no withdrawals will be permitted until the activation process is complete.
- 2.1.5 Members may hold more than one savings account.
- 2.1.6 Unless specified otherwise members qualify for an annual dividend subject to one being paid.
- 2.1.7 Regular savings of £1 per week (£5 per month) are required to avoid charges being applied to the account (see 1.5.5).

2.1.8 Members may choose to close some or all of their savings accounts at any time (subject to the conditions in 3.1.10) by contacting Member Services or by completing a Closure of Account form. We reserve the right to require a maximum of 30 days notice of the account closure.

2.1.9 Members closing all of their accounts automatically end their membership and cease to be shareholders.

## **2.2 Standard Share or Access Savings Account**

2.2.1 Minimum balance conditions apply – see clause 2.1.2. If either a Standard Share Account or an Access Savings Account is the only account held the minimum balance will be £5.

2.2.2 Members qualify for an annual dividend subject to one being awarded on these types of account.

## **2.3 Young Saver Account**

2.3.1 Young Saver accounts can be opened by adults for children from birth up to the age of 16 years.

2.3.2 Proof of identity is required to open a Young Saver account (see clause 1.2.3)

2.3.3 There is no minimum savings requirement for young saver accounts.

2.3.4 Parents, guardians, relatives and friends can also deposit savings into a Young Saver Account.

## **2.4 School Saver Account**

2.4.1 Participating schools can verify the young members' identification when opening a School Saver account.

2.4.2 Junior members under the age of 12 must have a nominated parent or guardian who manages the account. Proof of identity & address is required for the nominated parent or guardian (see clause 1.2.3).

2.4.3 There is no minimum savings requirement for school saver accounts.

2.4.4 If the junior member leaves a participating school their school saver account will be converted to a Young Saver account unless the school to which they move has a participating School Saver Club.

## **2.5 Support Savings Account**

2.5.1 Members who are approved and issued a Family Support Loan will be allocated a Support Savings Account.

2.5.2 A compulsory regular amount will be deducted automatically from the value of a member's Child Benefit being used to repay a Family Support Loan.

2.5.3 The minimum amount of regular savings is fixed at £2 weekly or £8 4-weekly for both the initial Family Support Loan and the first Top-Up to Family Support Loan £750. This amount is increased to £3 weekly or £12 4-Weekly when a loan is subsequently topped-up to the Family Support Loan £1000.

2.5.4 Withdrawals from the Support Saver Account will only be allowed once the total amount saved in this account exceeds 15% of the outstanding loan balance. Only the amount saved, in excess of 15% of the outstanding loan balance, will be available to withdraw

## **SECTION THREE – BORROWING**

The following terms & conditions apply to all our loan products. Additional criteria may apply to some specific accounts.

### **3.1 General information**

3.1.1 You must be aged 18 years or over and a member to borrow from us.

3.1.2 The minimum amount that can be borrowed is £50.

3.1.3 The maximum amount that can be borrowed is £7,500 above any amount held in savings, subject to status.

3.1.4 The amount members are able to borrow is assessed on an individual's ability to afford the repayments. Assessment will be based on evidence provided from bank statements issued by their bank for accounts held in their name (or in a joint account). We do not guarantee to grant the loan amount requested.

3.1.5 We will make searches about you at Credit Reference Agencies who will supply us with credit information as well as information from the Electoral Register.

3.1.6 The maximum repayment period for our loans is five years. The actual maximum repayment period may vary according to the type and size of loan applied for.

- 3.1.7 As a condition of borrowing from us members must retain a minimum balance in a Linked Savings account equivalent to 15% of the outstanding loan value. This is referred to as 'linked' or 'locked savings' and is retained as a measure of security. Members who do not have this security when taking out a loan will be required to build up their savings to the required amount. Withdrawals during this period may be permitted at our discretion.
- 3.1.8 Loan repayments can be increased without any penalty.
- 3.1.9 Before a member can close their account and end their membership, all outstanding loans must be repaid in full.

### **3.2 Handi-Loan with OpenCash (withdrawn for new business on 1 May 20)**

- 3.2.1 The maximum Handi-Loan value is £500.
- 3.2.2 Non-members may apply for a Handi-Loan but if approved must join before funds are released.
- 3.2.3 The first deposit into the account should be at least £10. This covers the non-refundable one-off administration fee (see 1.5.1) plus a minimum of £5 to open the account.
- 3.2.4 Members must save a minimum of £3 a week for 55 concurrent weeks or £12 a month for 15 concurrent months before saving withdrawals can be made unless the Handi-Loan is repaid in full. A specific 'Locked Savings Account' will be opened for this purpose. Subject to a good repayment history and no repayment arrears, the Locked Savings Account will be converted to a Linked Saver Account after 55 weeks (15 months) and 15% of loan value must be retained (see clause 3.1.8).
- 3.2.5 Initial funds will be transferred by BACS payment and take at least 3 working days to be credited to your account, excluding weekends & bank holidays. Optionally, funds can be in your bank account within 24 hours of your loan agreement being signed by paying a £10 faster payment charge paid prior to the funds being released. Repayments must be made by standing order or benefits being paid directly to our bank account, weekly, 2 weekly, 4 weekly or monthly.
- 3.2.6 OpenCash is not available if loan repayments are in arrears.
- 3.2.7 Subject to qualifying (see clauses 3.2.6 & 3.2.8) a Handi-Loan can be topped up using OpenCash whenever the Handi-Loan balance is £300 or less. The minimum top up value is £50.
- 3.2.8 25 regular weekly or 7 regular monthly repayments are required before OpenCash top ups will be considered.
- 3.2.9 Only 1 Handi-Loan will be issued at a time. If the initial Handi-Loan has been repaid in full you can apply for a new Loan but our standard terms will apply to all subsequent loans.

### **3.3 Handi-Loan Plus with OpenCash (no longer available)**

- 3.3.1 The maximum Handi-Loan Plus value is £1500.
- 3.3.2 Non-members may apply for a Handi-Loan Plus but if approved must join before funds are released.
- 3.3.3 The first deposit into the account should be at least £6. This covers the non-refundable one-off administration fee (see 1.5.1) plus a minimum of £1 to open the account.
- 3.3.4 Members must save a minimum of £2.56 a week for 78 concurrent weeks or £11.74 a month for 18 months before saving withdrawals can be made unless the Handi-Loan Plus is repaid in full. A specific 'Locked Savings Account' will be opened for this purpose. Subject to a good repayment history and no repayment arrears, the Locked Savings Account will be converted to a Linked Saver Account after 78 weeks (18 months) and 15% of loan value must be retained (see clause 3.1.8).
- 3.3.5 You may pay a £10 faster payment charge for funds to be in your bank account within 24 hours of your loan agreement being signed. If you prefer not to pay this charge funds may take up to 5 days to be credited to your account excluding weekends and bank holidays.
- 3.3.6 Repayments must be paid weekly or monthly by standing order. Failure to do so could affect your OpenCash facility.
- 3.3.7 OpenCash is not available if loan repayments are in arrears.
- 3.3.8 Subject to qualifying (see clauses 3.3.6 & 3.3.7) a Handi-Loan Plus can be topped up using OpenCash whenever the Handi-Loan Plus balance is £1400 or less. The minimum top up value is £50.
- 3.3.9 12 weekly or 3 monthly repayments are required before OpenCash top ups will be considered.
- 3.3.10 An early repayment penalty of £20 will be charged if a loan is repaid in full within 12 weeks of the original date of issue.
- 3.3.11 Only 1 Handi-Loan Plus will be issued at a time. If the initial Handi-Loan Plus has been repaid in full you can apply for a new Handi-Loan Plus but our standard terms will apply to all subsequent loans.

### **3.4 Family Support Loan (introduced 1 May 20)**

- 3.4.1 The Family Support Loan is a tiered product available to both qualifying members and non-members. Applications may only be made online.
- 3.4.2 Applications for Family Support Loans will not normally be subject to a Credit Reference Agency search. Where deemed necessary, we reserve the right to conduct a Credit Reference Agency check in line with Anti-Money Laundering Policy and for the purposes of avoiding, detecting and reporting suspected fraudulent activities
- 3.4.3 Three tiers of Family Support Loan are available;
- Family Support Loan £500 (Initial level for all applicants).
  - Family Support Loan £750
  - Family Support Loan £1000
- 3.4.4 All first-time applications for a Family Support Loan will be for a fixed sum of £500. Subsequent applications to 'Top-Up' a Family Support Loan can be made (see 3.4.10).
- 3.4.5 Non-members applying for and being conditionally approved for a Family Support Loan must join and meet all relevant lending criteria before funds will be released.
- 3.4.6 The first deposit into the account should be at least £6. This covers the non-refundable one-off administration fee plus a minimum of £1 to open the account.
- 3.4.7 Members approved for and issued with a Family Support Loan must make a regular minimum savings contribution (see 2.5.3). The minimum savings requirement of this loan is 15% or the outstanding loan balance. A specific 'Support Savings Account' will be opened for this purpose (see 2.5).
- 3.4.8 Initial funds will be transferred by Faster Payment to credit a member's bank account, details of which will be requested as part of the account opening and activation process (see 1.1.5). Optionally, funds may be transferred to a member's Engage Card Account. Loan disbursements will only be carried out during our published opening times. No loans will be disbursed in cash or any other non-electronic method of payment.
- 3.4.9 Evidence of payment of Child Benefit to our bank account must be provided before a loan is issued. This can either be a PDF copy of Change of Circumstance confirmation page from the online HMRC Child Benefit section or that CHB has physically been received by our bank.
- 3.4.10 Repayments of all Family Support Loans must be made by direct transfer of Child Benefit payments to our bank account. In line with current DWP payment practices, this will either be weekly or 4-weekly. Evidence to support the change of destination will be required.
- 3.4.11 Repayments are calculated on the basis of the value of Child Benefit received for the first eligible child only. First eligible child must be under 16 years of age at time of application. Additional Child Benefit does not affect or alter the repayment value or loan term.
- 3.4.12 Topping-Up a Family Support Loan can be made 12 weeks after the date of issue of the current Family Support Loan. Subject to qualifying clauses, a Family Support Loan can be topped up by completing an online Family Support Loan Top-Up form.
- 3.4.13 A Family Support Loan can only be topped up to the maximum value of the current level of Family Support Loan or to the fixed maximum value of the next available level of Family Support Loan (see 3.4.3).
- 3.4.14 Once a member has applied, and been approved, for a Family Support Loan £1000 and after 12 weeks from the date of issue of the Family Support Loan £1000 product, they will, subject to qualifying (see 3.4.16) be eligible to apply to use our OpenCash facility. This facility will be available after each successive 12 week period, providing all loan payments have been made in line with the loan schedule.
- 3.4.15 Our OpenCash facility is a quick and flexible method of obtaining a top-up to your Family Support Loan £1000. OpenCash Top-ups are made by telephoning our member services support line. Completion of an application form is not required.
- 3.4.16 The OpenCash facility is only made available to members who have an excellent repayment history and will not be made available if loan repayments are in arrears. It is only offered, and continued, at our discretion.
- 3.4.17 Only one Family Support Loan will be issued at a time. Subsequent applications for Family Support Loans can be made but only after any current Family Support Loan is repaid in full.
- 3.4.18 Where a member wishes to borrow an amount greater than the maximum Family Support Loan, or on different repayment terms, an application must be made for a Family Saver Loan. Our standard terms will apply to that application.

### **3.5 Secured Saver Loan**

3.5.1 Savings are locked to the value of outstanding loan balance whilst repaying the loan.

### **3.6 Consolidation Loan**

3.6.1 Disbursement will be made directly to creditors.

3.6.2 No Top Ups are permitted, but one additional loan product (not a second Consolidation Loan) may be available to a member dependent on affordability.

### **3.7 Interest charges**

3.7.1 The maximum rate that we are permitted to charge on a loan account is 3% per calendar month on the reducing balance of the loan (42.6% APR).

3.7.2 Interest is calculated daily on the reducing balance of your loan.

### **3.8 Defaults**

3.8.1 We may use any balances held in a member's savings account to reduce or repay any loan held by them that falls into default. We will notify members that this may happen and give them the opportunity to make the necessary repayments.

3.8.2 We may share details of how members manage their borrowing from us with Credit Reference Agencies (CRAs). We may register the default of members who fail to respond to default notices sent by us, with CRAs. The registration of a default notice may affect their ability to obtain further credit.

3.8.3 We will take all necessary steps, including legal action, to recover loans in default. Failure to respond to default notices sent by us may result in court action being taken or the debt being passed to a debt collection agency to recover all monies owed.

3.8.4 We also retain the right to pass the debt to the DWP for recovery through the Eligible Loan Deduction Scheme.

## **ABOUT US**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our members' savings are protected under the terms of the Financial Services Compensation Scheme (FSCS). This provides guaranteed protection of 100% of the first £85,000 you have saved or in the case of joint accounts held by two eligible depositors, £85,000 each making a total of £170,000.

## **COMPLAINTS**

We comply with the requirements of the Financial Ombudsman Service (FOS). We will investigate any complaint as quickly as possible and take appropriate steps to rectify the situation in line with our internal complaints procedure. If having received our response a member is not completely satisfied, they will be able to refer their complaint to the FOS at, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## **DATA PROTECTION**

We will process your data in accordance with your rights under the Data Protection Act 1998 and the EU General Data Protection Regulation (GDPR). Your information may be processed by us in any appropriate form and on any database used by us for the following

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

- To help us identify products and services that may be of interest to you. You may tell us at any time if you do not wish to receive marketing communications from us by writing to us with your full name, address and account details.

We are committed to protecting our members' privacy. Data may be processed outside the European Economic Area by a company which complies with the [EU-US Privacy Shield](#)<sup>1</sup> and GDPR.

### **Privacy Statement**

We are committed to protecting our members' privacy. We will only use your personal information to administer your account, to meet legal obligations or to enable us to perform our contract with you. To view our Privacy Notice and find out how will we use this information please [click here](#)<sup>2</sup>

### **Credit Rating Agencies**

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). Further information is available [here](#)<sup>3</sup>.

### **Sharing information**

We hold relevant Consumer Credit permissions and will only disclose information outside the credit union to the following: -

- Our agents or subcontractors for operational reasons including debt collection agencies
- Any persons including but not limited to insurers who provide a service or benefits to you for us in connection with your account(s)
- Licensed credit reference agencies in accordance with the Data Protection Act and the terms of the Consumer Credit Act
- Fraud prevention and other agencies to help prevent crime or where fraud is suspected
- 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.

### **LAW AND LANGUAGE**

If you hold an account with us we will always communicate with you in English. The contract you form with us when you open an account is also in English. It will be governed by English Law and will be subject to the exclusive jurisdiction of the courts of England and Wales. English Law will also govern any pre-contract relationship existing between us.

<sup>1</sup> [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/eu-us-privacy-shield_en)

<sup>2</sup> <http://www.fairshare.uk.com/privacy-notice>

<sup>3</sup> <https://www.fairshare.uk.com/important-information/>