



# Products, Services, and Internet usage

## - General Terms and Conditions

May 2020

## **1. Information about Us**

This 6Towns Credit Union site ("the Site") is owned by 6Towns Credit Union Credit Union Ltd ("6Towns Credit Union "). The following terms and conditions (the "Terms") govern your use of 6Towns Credit unions services and products and its website [www.sixtowns.co.uk](http://www.sixtowns.co.uk). By using our services and products and our website you agree to be bound by these Terms. If you do not agree to these Terms please do not use this Site and contact 6Towns Credit Union at its head office for assistance. These Terms may be changed at any time, without notice, by 6Towns Credit Union updating this statement. You agree that you will review the Terms on a regular basis and that your continued access to this Site means that you accept any changes made.

6Towns Credit Union Credit Union Ltd is a Credit Union with its registered address and head office at 6Towns Credit Union, First Floor, Oldbury Municipal Buildings, Freeth Street, Oldbury, West Midlands. B69 2AB. Credit Union Ltd is authorised and regulated by the Financial Conduct Authority (FCA) and its FCA Firm reference number is FRN 419396 also registered under the Industrial & provident Societies Act 1965 No. 713C

## **2. 6Towns Products and Services and the Use of the Site**

This Site and the information contained within it is intended for those who access it from the United Kingdom. If you are viewing this Site from outside of the United Kingdom you should note that the information contained within it may not be appropriate for use in other places and may not comply with the laws of any territory outside of the United Kingdom. Those who choose to access this Site from countries other than the United Kingdom do so at their own risk and are responsible for compliance with local laws. You are responsible for your own use of the Site.

## **3. Accessing our Site**

From time to time 6Towns Credit Union may restrict or suspend access to some parts of the Site, or the entire Site without notice in order to carry out repairs or maintenance or to introduce new facilities or to amend any part of its service or for any other reason it considers appropriate. If you choose, or you are provided with, a user name, pass code, memorable word or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. 6Towns Credit Union have the right to disable any user name, pass code or memorable word, whether chosen by you or allocated by 6Towns Credit Union at any time if in 6Towns Credit Union 's opinion you have failed to comply with any of the provisions of these Terms.

#### **4. Intellectual Property**

The copyright and all other intellectual property rights, existing anywhere in the World, in this Site and all of its contents belong to 6Towns Credit Union. You may not, without the prior written agreement of 6Towns Credit Union, reproduce or adapt any part of this Site other than for the purpose of accessing 6Towns Credit Unions' products or services or printing pages for your own personal records. 6Towns Credit Unions' status (and that of any identified contributors) as the authors of material on the Site must always be acknowledged. Except as provided in this paragraph you may not use, distribute, sell, modify, republish or deal in any way with the trademarks, trade names, logos, software or other intellectual property material or content of the Site without 6Towns Credit Unions' prior written permission. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way and you must not use any illustrations or graphics separately from any accompanying texts.

#### **5. Use of Information**

The contents of any materials posted on this Site are for information purposes only and do not constitute investment, financial or professional advice and no reliance should be placed on the same. Any figures shown on this Site are subject to change.

#### **6. Our Liability**

- a. These provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this Site and the services and products noted within it. Nothing in these Terms shall exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.
- b. These terms and conditions do not apply to or affect our liability to you in respect of any Account opened by you using this Site and our liability to you in respect of such Account is governed by our Terms and Conditions.
- c. 6Towns Credit Union has taken all reasonable steps to ensure the accuracy and completeness of the content of the Site. Save as set out in our Terms and Conditions 6Towns Credit Union accepts no responsibility arising out of the use of or access to or inability to use or results of the use of this Site nor for any errors or omissions contained in this Site nor if this Site is unavailable at any time or for any period. 6Towns Credit Union shall not be responsible for any direct or indirect: financial losses (including without limitation loss of

income, revenues, data, profits, contracts, use, opportunity, business or anticipated savings); loss of goodwill or reputation; any loss or damage 6Towns Credit Union could not reasonably have expected to foresee or reasonably have expected to occur, which you may suffer and which arises out of or in connection with your use of or access to or inability to use or the results of your use of this Site.

- d. Access to and use of this Site is at your own risk and 6Towns Credit Union does not guarantee that the use of this Site or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. 6Towns Credit Union accepts no responsibility in respect of losses or damages arising out of changes made to the content of this Site by unauthorised third parties.
- e. To provide increased value to users of this Site 6Towns Credit Union may provide links to other 6Towns Credit Union sites or resources for you to access at your sole discretion. You acknowledge and agree that as you have chosen to enter the linked 6Towns Credit Union site 6Towns Credit Union is not responsible for the availability of such third party sites or resources and does not review or endorse and shall not be responsible or liable, directly or indirectly for (i) the privacy practices of such 6Towns Credit Union site(s), (ii) the content of such 6Towns Credit Union sites including any advertising, products, goods or other materials or services on or available from such 6Towns Credit Union sites or resources or (iii) the use that others make of these 6Towns Credit Union sites or resources, nor for any damage, loss or offence caused or alleged to be caused by or in connection with the use of or reliance on any such advertising, products, goods or other materials or services available on such third party 6Towns Credit Union sites or resources.

## **7. Transmission of Information Is At Your Risk**

- a. 6Towns Credit Union cannot guarantee that the transmission of information or messages sent over the internet is completely secure as there is a possibility of interception at all times. Any transmission is at your own risk. 6Towns Credit Union shall not be responsible for any loss, damages or costs whatsoever which you suffer or incur in connection with or arising out of any transmission of information or message sent by you to 6Towns Credit Union over the internet or the alteration, interception or misuse of such information. Once 6Towns Credit Union has received your information or message 6Towns Credit Union will use strict procedures and security features to try to prevent unauthorised access.
- b. It is your responsibility to keep security information, such as PIN numbers or passwords, secure at all times. 6Towns Credit Union will never ask you for this information and you should not disclose it to any third parties. If you receive any email or other request for such information you should delete it immediately and should not respond. If you think you may have disclosed any security information you must advise 6Towns Credit Union immediately.

## **8. Viruses, Hacking and Other Offences**

- a. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any other server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.
- b. By breaching this provision, you would commit a criminal offence. 6Towns Credit Union will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.
- c. 6Towns Credit Union will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any 6Towns Credit Union site linked to it.

**This Privacy Policy** (together with the terms and conditions set out in the [Terms of Use] section of our 6Towns Credit Union site and any other documents referred to in it) sets out the basis on which any information 6Towns Credit Union collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding Your Information and how 6Towns Credit Union will treat it.

- a. By submitting Your Information to the 6Towns Credit Union Site (the Site) (whether during the registration process or when posting your own content or otherwise using our online services), you are consenting to the processing of Your Information by us and our partners in accordance with this Privacy Policy.

## **9. How 6Towns Credit Union May Use Your Information**

6Towns Credit Union may use Your Information in the following ways:

- a. To ensure that content from our Site is presented in the most effective manner for you and for your computer.
- b. To process your application for and set up your accounts and to process your application to use our online services.
- c. To manage your accounts.
- d. To give you statements and to provide you with services available through our Site including the service this enables you to manage your accounts on-line.
- e. To verify your identity and make financial risk assessments including anti money laundering checks and for crime and fraud prevention purposes.
- f. To meet our regulatory compliance and reporting obligations.
- g. To provide you or permit selected third parties to provide you with information, products or services that you request from us or which 6Towns Credit Union or they consider may be of dividend to you, where you have consented to be contacted for such purposes.
- h. To carry out our obligations in respect of the provision of your accounts and the provision of our online services.
- i. To enforce any of our rights against you.
- j. To enable us to carry out assessment and analysis (including credit and/or behaviour scoring, market and product analysis).
- k. To develop and improve our services to you and notify you about changes to our services.

- l. 6Towns Credit Union does not disclose information about identifiable individuals to our advertisers, but 6Towns Credit Union may provide them with aggregate information about our users. 6Towns Credit Union may also use such aggregate information to help advertisers reach the kind of audience they want to target. 6Towns Credit Union may make use of Your Information to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- m. If you contact us on 0121 553 3110 when using any of our services, 6Towns Credit Union will verify your identity by asking you a number of questions based on information known to us about you. 6Towns Credit Union will let you know if 6Towns Credit Unions records your telephone conversation with us.

## **10. Disclosure of Your Information**

6Towns Credit Union may disclose Your Information to third parties:

- a. If 6Towns Credit Union merges with another Credit Union 6Towns may disclose Your Information to the prospective partner 6Towns Credit Union will endeavour to ensure any prospective partner treats your Information as confidential.
- b. 6Towns Credit Union is under a duty to disclose or share Your Information in order to comply with any legal or regulatory obligation, or as part of legal proceedings, or in order to enforce or apply our Terms and Conditions which apply to your accounts or to protect the rights, property, or safety of 6Towns Credit Union, our Members, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- c. If 6Towns Credit Union uses third parties to process Your Information on our behalf, 6Towns Credit Union will endeavour to make sure that they have adequate security measures in place to safeguard Your Information.
- d. When you have not consented to be contacted for such purposes, 6Towns Credit Union will not knowingly disclose your Information to third parties for marketing purposes.
- e. 6Towns Credit Union may disclose your information to other third parties this may include credit reference and fraud prevention and law enforcement agencies and identity and address verification agencies who may record and use Your Information and disclose it to other organisations for debt tracing, fraud and money laundering prevention purposes.

## **11. General Terms and Conditions & Terms and Conditions for Your 6Towns Account(S)**

### Introduction

- a. These Terms and Conditions contain important information which you should read carefully as they explain our obligations to you and your obligations to us.
- b. The Terms and Conditions are divided into two Parts. The first Part called "General Terms and Conditions" sets out the general terms and conditions which apply to any Account you hold with us. The second Part called "Specific Terms and Conditions" contains the Account specific information which relates to the particular Accounts which you have with us or services which you use.
- c. You should read all these Terms and Conditions carefully and keep them in a safe place for future reference, as they form a legal contract between you and us 6Towns Credit Union.
- d. 6Towns Credit Union will direct you to our website for up to date copies of these Terms and Conditions (and or any other documents which form part of the contract between 6Towns Credit Union, you and us) our website is [www.sixtowns.co.uk](http://www.sixtowns.co.uk)

## **12. General Terms and Conditions**

### Meaning of Words

- a. Account means your 6Towns Credit Union Ltd account(s) and services taken with us from time to time;
- b. Authorised Signatory means the Account holder(s) in case of an individual Account and a designated person or persons who are allowed 6Towns Credit Union to operate the Accounts on behalf of a firm or organisation;
- c. Banking Hours means the hours our branch or office is open for business;
- d. Our branch or office hours are Monday to Friday, 10:00 – 15:00
- e. Cut-off Time means the UK time within which a transaction or a request should be made by you in order to be processed on the same Business Day. Cut-off Time depends on the cut-off time for the particular method of making or receiving payments.
- f. General Terms and Conditions means the general terms and conditions applying to your Account and dealings with us and set out in Part 1 of these Terms and Conditions;



- g. Sort Code is a 6 digit identifier code used for making bank to bank payments within the UK;
- h. Specific Terms and Conditions means the specific terms and conditions which apply to your Account in addition to the General Terms and Conditions and as set out in Part 2 of these Terms and Conditions;
- i. Transaction Time means the time taken for processing a Member request;
- j. *Tariff of Charges* 5.16.1 means the Schedule of Charges as amended from time to time in accordance with the General Terms and Conditions and provided to you at the time of opening the Account;
- k. Terms and Conditions means this document, consisting of Parts 1 & 2 and our application form;
- l. 6Towns Credit Union website means our internet presence at [www.sixtowns.co.uk](http://www.sixtowns.co.uk)
- m. Working Days means Monday to Friday except public holidays;
- n. 6Towns Credit Union ", "us" and "our" means 6Towns Credit Union;
- o. "you", "your" and "yourself" refers to each person who is named as the Account holder and it refers to any company or other business entity which is an Account holder. If there is more than one of you then it refers to all of you individually and jointly. 6Towns Credit Union explains more about what this means for joint Account holders in sections 2 and 17.1 below.

### **Opening an Account**

- a. Accounts can be opened by individuals, partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework may be held by jointly by more than two named individuals unless otherwise.
- b. Our application form for Membership and Account(s) for which you are applying will contain the eligibility criteria for opening that Account. You should read the application carefully to ensure that you are eligible. The information contained in the application form, including that filled in by you, forms part of our contract. If you have any queries please contact us on 0121 553 3110
- c. The agreement between 6Towns Credit Union and us relating to the Account is made up of these Terms and Conditions and includes any other special conditions such as dividend rates, notice periods and charges whether on our 6Towns Credit Union website or in paper form.
- d. You must hold a minimum of £1.00 in your account at all times, 6Towns may hold these funds in a separate account called allocated funds. You can ask for a statement of this account at any time. On closure of your account the £1.00 will be returned to you along with any other funds you may hold with us.

Please see sections 6 and 15 for details of when 6Towns Credit Union may make changes to these Terms and Conditions or your Account.

**PRIORITY ACCOUNTS** – the Priority Account is designed to be ring-fenced to allow safe and reliable payments of Housing Benefits, Rent to landlords and other payee. If you have opted for this account your funds will be ring-fenced therefore your access to the same will be restricted.

**If you have opted for the Priority Account to specifically manage your Housing Benefits/Rent you agree to be bound by the following terms.**

### **CONSENT PERMITTING DEDUCTIONS OF RENT PAYMENTS TO MY LANDLORD FROM MY 6TOWNS ACCOUNTS**

6Towns has an agreement with Housing Benefits and Landlords to ensure Housing Benefits are paid to the landlord, therefore ring-fenced and held in a special account called Priority. I would like to instruct 6Towns to make deductions from my Engage Account as indicated below for the payment of rent debits including fee(s).

1. I wish to instruct 6Towns to make deductions for rent from my 6Towns account stated above and pay the money to my landlord.
2. When making deductions from my 6Towns account in order to pay my landlord, 6Towns will make those deductions from my account on or around the last working day of the month
3. Any changes in my circumstances which may affect my rent payment shall be notified to 6Towns in writing
4. I hereby warrant that the deductions made by 6Towns from my account in accordance with the terms of this Letter are at my request. If any damages or mistakes are sustained by 6Towns, I agree to compensate 6Towns for the damages
5. I understand 6Towns will only send funds to my landlord if I have funds in my Priority Account, otherwise my rent will not be paid
6. This Consent shall be effective from the date of this application
7. I understand, 6Towns will continue to take payment from my 6Towns account until I inform 6Towns in writing of any changes, and that notified changes can take up to 20 business days to process.
8. If at the time of signing this document I do not know the amount of rent to be paid to my landlord, I authorise 6Towns to determine this figure at a later date, and that 6Towns will not be liable for any losses I incur.

9. Where applicable any fees/charges payable by my landlord for this service may be deducted from my account, without further notice.
10. I understand 6Towns will not be liable for any losses that occur financial or otherwise if I do not adhere to this agreement.
11. I authorise 6Towns to provide Housing Benefits/DWP with my account details.

### **13. Proof of Your Identity and Address**

- a. When you open an Account with us, 6Towns Credit Union needs to obtain sufficient proof of your identity and address to enable us to satisfy our legal obligations and protect you, the public and us against fraud and misuse. Please note that in some instances 6Towns Credit Union may need to ask you to send in further information or documents or ask you to visit your local collection point or office. From time to time 6Towns Credit Union may also need to update the proof of identity and address 6Towns Credit Union hold for you or make any other enquiries necessary.
- b. Until 6Towns Credit Union have sufficient evidence to verify your identity and address, 6Towns Credit Union will not accept you as a member, you may not use our services or register for our products.
- c. You may have more than one Account with us and these Terms and Conditions will apply to each Account unless you are otherwise notified.

## 14. Instructions

- a. Any request or instruction should be given in writing signed by the Authorised Signatory(s). Firms, companies and other organisations should use their letterhead in giving instructions. For partnership firms, companies, charitable organisations, trusts or any other organisations formed within the legal framework 6Towns Credit Union does not accept instructions over the telephone.
- b. From time to time 6Towns may not accept Instructions by email, we will inform you if this applies to you.
- c. All instructions given to us should be in English.
- d. Third Party Mandates
- e. The Account holder(s) can authorise another person to operate the Account by executing a third party mandate in our standard format. The Account holder(s) will continue to be responsible for the actions or omissions of the mandate holder. The mandate is available on our website, [www.sixtowns.co.uk](http://www.sixtowns.co.uk)

### Paying into your Account

Once your Account is open, you can make further payments into your Account:

- a. By instructing another bank or building society to make an electronic transfer from your Account with them to your Account with us; or instruction from your employer or a body such as the DWP to issue benefits into your account.
- b. By visiting one of our collection points or office and depositing a cheque or cash with one of our cashiers by completing a deposit slip.
- c. By standing order through another bank or building society;
- d. By paying cash at a collection point or office.
- e. By CHAPS, an electronic same-day payments system, within the UK;
- f. We do not accept international electronic transfers from other countries.
- g. Paying in by cheque
- h. Please do not send cash by post;
- i. When you pay a cheque into your Account, the value of the cheque is added to your Account balance on the date 6Towns Credit Union receive the funds, which is normally seven Working Days after you have paid it in. When you send a cheque to us by post, the value of

the cheque is added to your Account balance on the date 6Towns Credit Union receive it and pay it into your Account. In both cases, they are 'un-cleared' funds and not yet available to you for withdrawal. 6Towns Credit Union must first ask the bank of the person who issued the cheque to confirm they will pay us the value (to 'clear' the cheque). If the other bank refuses to pay us its value, the value of the cheque is deducted from your Account as at the date it was added.

- j. If a cheque which you have paid into your Account is returned unpaid, its value will be deducted from your Account together with our cheque return charges set out in our *Tariff of Charges 5.16.1*. 6Towns Credit Union will inform you when this has been done. Depending on the reasons why the cheque was unpaid, 6Towns Credit Union will either ask for payment again from the issuing bank of the person or business that issued it, or return it to you.
- k. Cash is accepted only at our office or official collection points and during our Banking Hours before the Cut-Off Time. **Note.** Official collection points may not operate the same hours as our office hours contact your local collection point before making a trip.
- l. Cash payments into your Account will be credited on the same day if deposited within business hours at our head office otherwise next Working Day. The transaction may take longer time if your instructions are incomplete or partially incorrect or in any way gives rise to suspicion in which case the matter would be investigated before any decision is taken regarding application of funds. 6Towns Credit Union will not be held liable for such delays and no back valuation will be permitted in such cases.

## **15. Dividend**

A dividend is declared by 6Towns Credit Union at the end of each financial year.

Not all accounts attract a dividend, 6Towns Credit union decides which products or accounts attract dividend.

### **6Towns Accounts that Attract dividend.**

- a) Christmas Account
- b) Savings Plus Account

Dividend rates for corporate accounts may vary

It is the responsibility of the member to ensure their savings are in the most appropriate account, It is the responsibility of the member declare their dividend for tax purposes.

## **16. Right of Set Off**

6Towns Credit Union may use any Account(s) held by you with us which are in credit to reduce or repay any amount you may owe to 6Towns Credit Union In the process 6Towns Credit Union may appropriate funds held by you with us for a certain period along with the dividend payable by us.

## **17. Charges**

When you open your Account, 6Towns Credit Union will give you or tell you where to find details of our *Tariff of Charges* 5.16.1. for the day to day running of your Account. You can also find out about these charges by contacting our office or looking at our 6Towns Credit Union website.

If 6Towns Credit Union increase any of these charges or introduce a new charge, 6Towns Credit Union will tell you via your nominated e-mail address or via our website [www.sixtowns.co.uk](http://www.sixtowns.co.uk) at least 30 calendar days before the changes take effect. 6Towns Credit Union will tell you the charge for any other service or product before 6Towns Credit Union provide it to you, and at any time should you request it. Before 6Towns Credit Union deduct charges for standard Account services from your Account, all correspondence will be conducted by sending you an e-mail or other electronic communication

## Fig. 5.16.1. Tariff of Charges

### Tariff of Charges – PLEASE READ CAREFULLY

Engage Card on sign up	FREE
New card following expiry of old card - card has three-year cycle	FREE
POS Transaction, including online purchase, and cashback.	FREE
Balance inquiry - ATM	£0.10
PIN Management at ATM	FREE
ATM Transaction in UK £ (£250 daily limit)	£0.75
Declined Transaction	FREE
6Towns weekly account charge for prepaid card holders.	£0.89
Junior Accounts	FREE
Cheque withdrawal fee (per cheque)	£5.00
6Towns Standing Order (outgoing)	£0.70
Replacement LOST cards	£5.00
Bank transfer request (Share withdrawal request) Four FREE requests within a per calendar year	£1.50
Bounced Cheque processing	£20.00
Credit Check fee (fee applicable to successful applications)	£14.50

## **17a. Account Fee for Engage Account and Card.**

### **Account Fees.**

6Towns will charge you an Account Management fee, this fee is for having an Engage Account and Card.

*Here is a breakdown of how charges are made up.*

The card supplier Engage will charge you £2.00 every month, they will deduct their fee from your card.

6Towns Account Management fee will be £0.89 per week..

6Towns will automatically deduct this fee from your account. You will not be charged any other transactional fees except for ATM withdrawals.

The fee is automatically deducted from your account every week. It is your responsibility to ensure you have enough money in your account to cover your fee, and to ensure your account does not go into arrears. If your account goes into arrears it may result in you incurring fees and/or your Engage Card being blocked for use. 6Towns will automatically allocate and withdraw this fee from your account. 6Towns will endeavour to take the fee from your Engage Account, however if you do not have sufficient funds in your account we will take the fee from any other account you may hold with us. The first payment will be due on the week following your card application. If you do not have sufficient funds in your account to cover the first payment 6Towns may overdraw your account, you will not be charged any interest or penalty for this facility.

## **17b. Overdraft**

6Towns does not provide an overdraft facility on our account(s), however sometimes it may be necessary to make corrections or adjustments to your account which may result in your account going overdrawn. You will not be charged any interest or penalty during the period your account(s) is overdrawn.

## **18. 6Towns Account without an Engage Card**

If you choose not to have a Engage Card you may make up to four withdrawals using internet banking per fiscal year free of charge, if you go over this limit account charges will apply, see our *tariff of charges*. Applicable charges will apply if you have a Engage Card see *Tariff of charges* 5.16.1.

## **19. Closing Your Membership Account**

You may close your Membership Account at any time, however if you have an outstanding loan with us you will have to repay the loan first. If you have less than £5,000 in your account closure of the membership can take up to 30 working days from receipt of this signed request. If you are closing your account and your savings are greater than £5,000, we will release your funds in increments of £5,000, until your balance reaches zero.



## **19. a Operating your account in accordance with these Terms and Conditions**

6Towns Credit Union may close your Account if you fail to operate your Account in accordance with these Terms and Conditions or regularly fail to ensure that there are sufficient cleared funds in your Account to make requested payments. If 6Towns Credit Union close your Account, 6Towns Credit Union will write to you and, unless there are exceptional circumstances including but not limited to poor account management, 6Towns Credit Union will give you 30 calendar days' notice of our intention to close your Account(s). 6Towns Credit Union will repay any credit balance to you and 6Towns Credit Union will require you to repay any money owed to 6Towns Credit Union.

## **20. Withdrawals and Account Closures:**

The maximum you can withdraw from your account in a 30-day period is £5,000. If you are closing your account and your savings are greater than £5,000, we will release your funds in increments of £5,000, until your balance reaches zero. This rule also applies if you are not closing your account and you intend to withdraw more than £5,000.

### **20a. Dormant Accounts**

If your balance is less than £50, 00 for 24 months with no activity, or if your account has been inactive for the same period we may make your account dormant; you can claim your money at any time. Before reactivation of a dormant Account, you may be required to provide suitable evidence of your identity and your legal claim on the Account.

## **21. Changes to Terms and Conditions**

- a. 6Towns Credit Union may from time to time amend our Terms and Conditions.
- b. To comply with our legal obligations;
- c. To reflect changes in general banking practice;
- d. To reflect regulatory changes;
- e. Where required to do so or to reflect a decision or recommendation as the result of any ruling by a competent Court or any other law enforcing body;
- f. to reflect changes in costs associated with the relevant technology, the costs 6Towns Credit Union pay to others relating to the Account or services and/or our costs of providing the Account, service or facilities.
- g. 6Towns Credit Union will tell you about any other changes to these Terms and Conditions and when they come into effect by placing a notice on our website, email or by post.
- h. If 6Towns Credit Union decides to make any change to these Terms and Conditions 6Towns Credit Union will give you 60 calendar days' notice of the change.
- i. If you reject the proposed changes, 6Towns Credit Union may take this as a rejection of the contract with us and a notice of termination. 6Towns Credit Union will notify you of our intentions before we close your Account. If 6Towns Credit Union does not hear from you,

6Towns Credit Union will consider that you have accepted the changes 6Towns Credit Union have made to the Terms and Conditions.

## **22. Statements**

Statements for all Accounts are issued annually via your by sending you an e-mail or other electronic communication.

You can also choose a statement frequency that results in a statement every time there is a transaction on your Account or you can choose another frequency, you can also contact us and request an up to date statement paper statement for your Account at any time, see our *tariff of charges 5.16.1..*

## **23. Instructions**

For the purposes of this section 19 and the 6Towns Credit Unions requirements you agree:

- (1) To provide written confirmation of your request to make a withdrawal from your Account; and
- (2) to provide all other instructions in relation to the operation of your Account in writing (unless 6Towns Credit Union have made other specific and documented arrangements), you can comply with these requirements by providing us with the relevant details using your authenticated security details on our 6Towns Credit Union website.

Please pay careful attention to the security notice set out in the following section and comply with it.

### **Security notice**

Internet/mobile banking is safe and convenient as long as you take a number of simple precautions, including (but not limited to) the following:

- a. Keep your computer secure. Make sure that any device you are using benefits from up-to-date anti-virus and spyware software and a personal firewall. If you use a public computer (for example, in an internet café), you should ensure you do not leave any personal details stored on that device after you have finished using it;
- b. Keep your username and passwords secret. This includes (but is not limited to) taking the following precautions:

- c. Destroying any password notification immediately after receipt from us;
- d. Never writing your password or username details in a way that might be understood by someone else or recording them on any item or in any place that might be accessed by someone else;
- e. Taking all reasonable care to ensure that no-one sees your password or username when you use them;
- f. you are advised to avoid choosing a password that is generic in nature, guessable/inferable from personal data such as name, date of birth, address, telephone number, driving license/car number etc.;
- g. Treat e-mails you receive with caution and be very wary of e-mails or calls asking you to reveal any personal security details. 6Towns Credit Union will never contact you to ask you for your internet banking password or username information;
- h. Always access our 6Towns Credit Union website via the [\[www.sixtowns.co.uk\]](http://www.sixtowns.co.uk) site or by typing the address into your web browser. Please ensure that you double check the spelling is correct when typing our address into the browser, before using the 6Towns Credit Union website that you are directed to. 6Towns Credit Union will never send you an e-mail with a link through to our internet banking 6Towns Credit Union website;
- i. Follow any further security advice 6Towns Credit Union may offer from time to time on our 6Towns Credit Union website;

Visit [www.sixtowns.co.uk](http://www.sixtowns.co.uk) for more useful information.

Please remember that internet communications are not secure unless the data being sent is encrypted. 6Towns Credit Union cannot accept any responsibility for any unauthorised access by a third party and/or corruption of data being sent to us by e-mail.

If you are a victim of internet fraud and someone gains unauthorised access to your Account, then 6Towns Credit Union will refund the full amount of money taken from your Account, once we have conducted our investigation and that each of the following conditions applies:

- a. you have not given your security details (including your password or username details) to anyone else;
- b. the loss was not caused by your use of an account aggregation service (i.e. a service provided by another company that allows you to view all of your bank details on a single 6Towns Credit Union website);
- c. you have not sent us incorrect payment instructions;

- d. you have used reasonable care when using internet banking (e.g. logging off at the end of each internet banking session and not leaving your computer unattended while logged on to the internet banking service);
- e. you inform us as soon as possible of any security breach, or potential breach, of which you are aware;
- f. you have not acted fraudulently;
- g. You have taken the precautions described in these Terms and Conditions and complied with all other reasonable instructions 6Towns Credit Union may give from time to time regarding security details.
- h. The circumstances are beyond your or our reasonable control.

#### **24. Credit Reference Agencies and Fraud Prevent Agencies**

6Towns Credit Union may give Your Information to and receive information from credit reference agencies and fraud prevention agencies. 6Towns Credit Union and other organisations may access and use this information to prevent and detect fraud, money laundering and other crimes, to make credit assessments and decisions about credit related services to enable us to manage and take decisions about your Accounts, identity, insurance policies and insurance claims and to recover debt.

Information held about you by the credit reference agencies may already be linked to records relating to your partner or members of your household where a financial "association" has been created. Any enquiry 6Towns Credit Union make at a credit reference agency may be assessed with reference to any associated records. Another person's record will be associated with yours when:

- a. You make a joint application;
- b. You advise us of a financial association with another person; or
- c. If the credit reference agencies have existing linked or "associate" records.

This "association" will be taken into account in all future applications by either or both of you and shall continue until one of you applies to the credit reference agencies and is successful in filing a "disassociation".

Credit reference agencies keep a record of our enquiries and may record, use and give out information 6Towns Credit Union give them to other financial institutions, insurers and other organisations. If false or inaccurate information is provided or fraud is suspected details may be passed to fraud prevention and credit reference agencies. Law enforcement agencies may access and use this information. The information recorded by fraud prevention agencies may be accessed and used by organisations in a number of countries including the UK. 6Towns Credit Union can provide the names and addresses of the credit reference and fraud prevention agencies 6Towns Credit Union use if you would like a copy of Your Information held by them.

## **25. Loans**

All loans are disbursed to your 6Towns Account ; Members may draw on funds using using their Engage Card free of charge, or via bank transfer or cheque, fees are applicable.

- a. 6Towns Credit Union will only accept loan applications if you are a member of 6Towns Credit Union there is no upper limit on the time it may take to process an application for credit.
- b. 6Towns Credit Union can only process your loan application if your application is complete, there may be a delay in processing your application if you do not provide information we request to process your application if you do not provide the information we may decline your application
- c. 6Towns Credit Union may decline an application for credit.
- d. 6Towns Credit Union may withdraw any offer of credit without notice.
- e. All borrows are required to save a minimum of £1.00 per week. All monies held by the Borrower or Guarantor(s) is held to secure repayment of the Loan and cannot be withdrawn until the loan is repaid in full. The outstanding balance of the Loan may become immediately repayable following a default event under the Loan Agreement, the Credit Union shall be entitled to apply any of the Borrower's or Guarantor(s) other deposits or savings with the Credit Union towards repayment of the amount due from the Borrower under the Loan Agreement.

False or misleading information will be deemed as Fraud and will result in the police being informed.

CPA:

We sometimes use continuous payment authority (CPA) to collect repayment on the date you choose to repay your loan (your promise date) using the card details you give us when you apply or when you add a

card. Your promise date is shown in the pre-contract information and in your credit agreement.

**What is a Continuous Payment Authority (CPA)?**

Continuous payment authority transactions are a form of regular payment, where you provide a business with your Engage Card details and authorise them to deduct a set or variable amount from your account on an ongoing basis. They're commonly used for things such as gym memberships, magazine subscriptions and any other service that requires a regular payment. The business can continue to take payments until your agreement with them ends or you cancel the payment. CPAs are different from standing orders and Direct Debits as they do not provide you with the same level of protection, while allowing the retailer more flexibility in taking payments. CPAs may also be referred to as, 'recurring transactions', 'recurring payments', 'continuous authority transactions' or 'guaranteed payments'.

**Can I cancel a CPA through you?**

You should contact the business and cancel your payment arrangement with them.

**How do I cancel a CPA?**

Contact Engage Cards on 0333 202 3642.

## **26. Force Majeure**

If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may then cancel or suspend any of our obligations to you, without liability.

Examples of those circumstances include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes.

## **27. General**

We will not enter into negotiations with regard to the Terms and Conditions.

These Terms and Conditions do not replace other Terms and Conditions for our products and services.

## **28. Miscellaneous**

6Towns Credit Unions services and Products are offered under the rules set out by the Prudential Regulation Authority (formally the FSA),

6Towns Credit Union may change our Banking Hours, availability of banking collection point or offices by display of notice in our collection point or offices, by e-mail, by a posting on our 6Towns Credit Union website.

6Towns Credit Union may block your Account to protect you and us if 6Towns Credit Union suspect fraud or other suspicious transactions. In such cases, 6Towns Credit Union may be required to carry out the process of establishing your identity again. Once 6Towns Credit Union have sufficient proof, 6Towns Credit Union will reactivate your Account.

## **29. Complaints**

If 6Towns Credit Union does not deliver the standard of service you expect, or if you think 6Towns Credit Union have made a mistake, please let us know. You can call us on 01215533110 or email us at [info@sixtowns.co.uk](mailto:info@sixtowns.co.uk) or write to us at:

6Towns Credit Union Credit Union Ltd

6Towns Credit Union, First Floor, Oldbury Municipal Buildings, Freeth Street, Oldbury, West Midlands. B69 2AB

6Towns Credit Union will then arrange for the right person to investigate your concerns. Please when writing to us provide as much information as you can in order to assist our investigations.

In the unlikely event that you remain dissatisfied with our response or 6Towns Credit Union have not sent you a final response within 8 weeks 6Towns Credit Union of the original complaint, you have a right to take your complaint to the Financial Ombudsman Service (FOS).

if you would like FOS to look into your complaint you must contact them within 6 months of the date of any final response issued by us. You can find out more about the role of FOS by contacting us and requesting a copy of our FOS leaflet, or you can write to FOSat:

The Financial Ombudsman  
Service South Quay Plaza

183 Marsh

Wall London

E14 9SR

Telephone number: 0845 080 1800

6Towns Credit Union website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **30. Regulatory Information**

6Towns Credit Union Credit Union Ltd is established in the UK with company number IP00718C. 6Towns Credit Union, First Floor, Oldbury Municipal Buildings, Freeth Street, Oldbury, West Midlands. B69 2AB is authorised and regulated by the Financial Conduct Authority (FCA). Our FCA Firm reference number is FRN 139156 and you can check our details online on the FCA register by going to [www.fca.gov.uk](http://www.fca.gov.uk).

6Towns Credit Union Credit Union Ltd is a member of the Financial Services Compensation Scheme (the "Scheme") established under the Financial Services and Markets Act 2000. In respect of deposits with a UK office, payments under the Scheme are limited to 100% of the first £85,000 of a depositor's total deposits with 6Towns Credit Union. For joint Account holders the maximum limit applies to both Account holders (i.e. £85,000 per Account holder). Most depositors, including individuals and small firms are covered. Large businesses are generally excluded from the Scheme. More information can be found at the Scheme 6Towns Credit Union website [www.fscs.org.uk](http://www.fscs.org.uk) or by calling them on 020 7892 7300.