

The conditions set out below, together with the tariff and any other conditions which may be implied by law, form the agreement between you, the account holder, and us, Bristol Credit Union Ltd. They tell you how your account works and what your and our obligations are once you open a Bristol Pound account with us.

In these conditions:

- **we, us or our** means Bristol Credit Union Ltd, 112/114 Cheltenham Road, Bristol, BS6 5RW and any person to which the rights and/or duties of Bristol Credit Union Ltd are transferred.
- **you or your** means the member in whose name the account is opened, and any signatory or signatories and other user or users associated with the organisational member.
- **account** means the designated Bristol Pound Account operated and maintained by us for the purpose of providing the Services. For the avoidance of doubt it is ancillary to the opening and use of any and all Membership Share accounts you may separately hold with us.
- **available money** means funds which have cleared on your account.
- **BP CIC** means the Bristol Pound Community Interest Company which operates the Bristol Pound Scheme.
- **Bristol Pound Scheme** means the Scheme operated by the BP CIC which you have agreed to participate in by opening a Bristol Pound account and which is subject to the Scheme Rules set out by the BP CIC.
- **customer security details** means your security code and any secure personal information registered with us for use when you become an account holder.
- **information** includes any information about you or anyone associated with you, which we hold now or in the future as a result of the application process or other dealings with us, searches or checks at credit reference or fraud prevention agencies, products and services you hold within Bristol Credit Union Ltd and any transactions for goods or services arising out of your account (including the supplier and the type of goods and services), and such information may include sensitive information as defined in the Data Protection Act 1998.
- **internet banking** means such services and facilities as may be provided from time to time through the internet in connection with your account for your use.
- **mobile payment device** means any mobile phone or other device (including a contactless payment card) and any associated phone number you have supplied to us from time to time for use with your account.
- **PIN** means the Personal Identification Number you create to use with your mobile payment device.
- **Services** means all services provided in connection with the account including conversion to and from Bristol Pounds held in the account and any means of payment, internet banking or other services provided to you.
- **tariff** means the list of charges made available to you in respect of the account from time to time.
- **transaction** means any payment for goods or services or other items obtained by use of the mobile payment device, through internet banking or by any other means. You need not have signed anything for a transaction to have taken place.
- **User Guide** means the further information we or the BP CIC may provide to you from time to time about operating your account.
- **working day** means any day other than Saturday, Sunday and bank holidays.

### 1. ACCOUNT BASICS

1.1 To open an account you must be a member of Bristol Credit Union Ltd and a UK resident aged over 18.

1.2 This is a non-interest and non-dividend bearing account.

1.3 You must ensure that you have available money in your account at the beginning of each day to cover all that day's transactions. A day begins at one second past midnight for transactional purposes.

1.4 You agree that we may deduct from the balance of your account or debit the amount of any transaction or other amounts due from you under this agreement. We will do this (and you will be responsible to pay any such debits or deductions) even if:

- the mobile payment device or PIN or internet banking is used in a way that is not authorised in this agreement
- the debit is delayed
- the debit will or may result in the account going overdrawn
- the mobile payment device or PIN or internet banking is stopped, suspended or restricted
- the agreement is varied or ended.

1.5 We will not provide statements showing the balance of your account or transactions on your account, unless specifically requested by you. You can view your balances, credits and transactions on-line through internet banking.

1.6 You must inform us as soon as possible of any incorrect item on your account.

1.7 We may decide not to accept a request to convert funds, a transaction or an application from you.

1.8 You must not overdraw your account.

1.9 Notices under this agreement, including variations to it or to the tariff will be sent by email to the email address we hold for you, unless otherwise provided in this agreement. Any email we send to you will be deemed to have been received and read by you 24 hours after we have sent it. It is your responsibility to make sure that we have your correct, up to date email address and that you frequently monitor your email account.

1.10 We will accept instructions for this account in accordance with the mandate you have provided to us when becoming a BCU member. However it is your responsibility to ensure that any internet banking transactions or transactions made using any mobile payment device are properly authorised, and you agree that we may treat any such transactions as being properly authorised in accordance with your mandate without our making further checks as to their validity.

1.11 In the event that there are no transactions initiated by you on your account for a period of over 12 months then we may (but we are not required to) block, suspend or close your account without further notice in order to prevent potential misuse, or to maintain compliance with any of the general Rules of Membership of Bristol Credit Union or for any other reason. If there is any balance on your account in this circumstance then it may be transferred to your Membership Share account, and treated in accordance with the general Rules of Membership.

## **2. IN THE EVENT YOUR ACCOUNT BECOMES OVERDRAWN**

2.1 You must immediately pay into or transfer enough money to the account to bring the balance back into credit.

2.2 You must repay all amounts owing to us on your account in full on our written demand together with any interest, charges or other applicable fees we may make.

2.3 We will send any written demand by first class post to the address you last notified to us. Any such demand will be treated as having been received by you 24 hours after posting.

2.4 If you still do not bring the balance back into credit in accordance with our written demand we will serve a notice of default following which information may be shared with credit reference agencies.

2.5 At our option we will transfer funds from any other Bristol Credit Union account you may hold into your account to bring the balance back into credit.

2.6 We reserve the right to suspend your account if it goes into arrears on a number of occasions.

## **3. CHARGES AND INTEREST**

3.1 We may make charges from time to time for running the account and providing services connected to it. We may also vary the charges or any rates of interest or introduce new ones but we will let you know if we do so in accordance with condition 10.2. Details of charges are set out in the tariff at the end of this agreement.

## **4. SECURITY**

4.1 When you first open an account you will be asked to create a password to enable you to access internet banking. You will then need to create a password of your choice. **You must keep this password secret at all times and not let anyone else know or use it.** If you forget your password then we may issue you with a new temporary password, but this may be subject to additional security checks.

4.2 If you suspect that your internet security information has been or may be misused then you must:

- immediately change your password through the internet banking facility (detailed instructions about how to do this are contained in the User Guide)
- contact us at [info@bristolcreditunion.org.uk](mailto:info@bristolcreditunion.org.uk) or on 0117 924 7309 as soon as practicable to let us know.

4.3 Details of your mobile payment device supplied by you to us can be registered against your account.

4.4 Before you can use your mobile payment device you must choose and register a PIN through internet banking. **You must keep the PIN secret at all times and not let anyone else know or use it.**

4.5 You will take all reasonable care to keep the mobile payment device safe at all times and separate from the PIN.

4.6 If your mobile payment device is stolen or you think that it may be misused by someone else then you must:

- immediately change your password and your pin
- immediately block your mobile payment device through the internet banking facility (detailed instructions about how to do this are contained in the User Guide)
- contact us at [info@bristolcreditunion.org.uk](mailto:info@bristolcreditunion.org.uk) or on 0117 924 7309 as soon as practicable to let us know.

4.7 If the mobile payment device is used by someone with your permission or as a result of your fraud or gross negligence then you may have to repay us all our reasonably foreseeable losses.

4.8 You must give us:

- any information you may have in connection with the loss, theft or misuse of mobile payment device, or disclosure of the PIN or any internet banking security information,
- any reasonable assistance which we may need to help us to recover any losses arising from a missing mobile payment device or misused internet banking security information.

4.9 If you or we suspect the loss, theft, misuse or disclosure of any mobile payment device or PIN, internet banking security information or your membership card then we may give the police any information concerning you or your account which we consider relevant.

## **5. PAYMENTS, TRANSFERS FROM YOUR ACCOUNT AND PAPER VOUCHERS**

5.1 You may not make deposits to or withdrawals from your account other than by conversion from or back to your Membership Share account. These conversions are part of the Services.

5.2 You may make and receive payments from your account to and from other members of the Bristol Pound Scheme. This is one of the Services.

5.3 Using the mobile payment device or making payments through internet banking is entirely at your own risk. There are no rights of redress against Bristol Credit Union for any payments you make.

5.4 You may convert Bristol Pounds to sterling by transferring them from your account to your BCU Membership Share account. This is one of the Services.

5.5 You may not convert any bonus, incentive or other payment we may make to you from your account to your BCU Membership Share account. In the event that you request a conversion from your account where the account balance would fall below the value of any bonus, incentive or other payments we will deduct the value of any bonus, incentive or other payment from the balance of your account before making the conversion. This may mean that there are insufficient funds to make the conversion transaction that you have requested. We may reduce the amount converted in part or in full by the amount of any bonus, incentive or other payment.

5.6 Conversion by transfer to a sterling BCU account may attract a charge (set out in the tariff).

5.7 You may only use Bristol Pounds held in your account to make payments to other members of the Bristol Pound Scheme who agree to accept them, by conversion from your account to your BCU Membership Share account, for repayment of any loan in Bristol Pounds or for purchase of paper Bristol Pounds.

5.8 You may present paper Bristol Pound vouchers to the BP CIC for reimbursement (see the User Guide for details of how to do this). Payment for vouchers will then be made to your account.

## **6. REFUSALS, REFUNDS, CLAIMS AND STOPPING PAYMENT**

6.1 We accept no responsibility if a Trader Member of the Bristol Pound Scheme, or any other person, refuses to accept any payment you offer to make from your account by mobile payment device or by transfer through internet banking or by any other means.

6.2 We will only credit the account with a refund in respect of a transaction if we receive a refund voucher acceptable to us.

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

6.4 If you want to stop an arrangement to pay someone from your account, you will be responsible for telling the person or organisation you are paying that you want to cancel the authority or similar arrangement and for ensuring that you cancel the instruction through your internet banking.

6.5 In the event of a dispute between you and anyone you have made a payment to (whether a member of the Bristol Pound Scheme or not) you must pursue the dispute with them in line with any applicable statutory or other rights you might have. We have no obligation to pursue a dispute on your behalf, and we are unable to do so.

## **7. BREAKING THIS AGREEMENT AND WITHDRAWAL OF FACILITIES**

7.1 We reserve the right to charge to your account any reasonable costs or expenses which we pay in order to enforce our rights in respect of this agreement.

7.2 We may, if you break this agreement or where we suspect there may be fraudulent activity on your account, without notice:

- cancel or suspend your right to use the mobile payment device and/or internet banking entirely or in respect of specific facilities
- refuse to register a new mobile payment device or provide new internet banking facilities.

7.3 If we do withdraw any facilities in any of the circumstances referred to in condition 7.2, you must nevertheless continue to comply with this agreement.

7.4 If you do not make payment for any charges duly notified to you in accordance with the terms of this agreement then your account may be closed by giving you thirty days notice. In that event you will continue to owe any capital and interest outstanding under this agreement.

## **8. A CONDENSED GUIDE TO THE USE OF YOUR PERSONAL INFORMATION BY OURSELVES AND AT CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES**

Your information may be held by us in any form and used by us for the purpose set out below.

8.1 We and other organisations may access and use this information to prevent fraud and money laundering. This may include the following purposes:

- checking details on applications for credit and credit related or other facilities;
- to make credit decisions about you and anyone to whom you are linked financially or other members of your household;
- managing credit and credit related accounts or facilities;
- to consider and implement business, product and technology developments;
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt;
- checking details on proposals and all types of insurance for you and anyone else linked to your insurance proposal or claim
- to help us identify products and services which may be of interest to you;
- checking details of job applicants and employees;
- meeting any obligations we may have under the Bristol Pound Scheme your account is opened under.

8.2 When you apply to us to open an account, we may check the following records about you and others (see 8.13 below)

i) Our own;

ii) Those at credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders and deposit takers. They supply to us both public (including the electoral register) and shared credit and fraud prevention information.

iii) Those at fraud prevention agencies (FPAs)

We may make checks such as; assessing this application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.

8.3 Information on applications may be sent to CRAs and will be recorded by them. If you go overdrawn and do not repay immediately, CRAs may record the outstanding debt (see 2.4). This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

8.4 If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

8.5 If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

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

8.7 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

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

8.9 We may identify and tell you by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and services which may be of interest to you and which are offered by us (if you do not wish to receive such information please write to us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on the Bristol Pound Scheme to you.

8.10 We will disclose information outside the Credit Union only:

- to the BP CIC for the purposes of administering the Bristol Pound Scheme;
- where you have provided your agreement;
- to our agents or subcontractors for operational reasons;
- to any persons, including, but not limited to, insurers, who provide a service or benefits to you for us in connection with your account;
- to licensed credit reference agencies as set out below;
- to fraud prevention and other agencies to help prevent crime or where we suspect fraud;
- if compelled to do so by law;
- for the purpose of compliance and regulatory reporting and to confirm your identity for anti money laundering purposes, which may include checking the electoral register;
- to any person to whom we will or intend to transfer our rights or obligations.

8.11 We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.

8.12 We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.

8.13 A link between any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.

8.14 You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.

8.15 If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW.

8.16 You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- CallCredit**, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414
- Exquifax PLC**, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 0100583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)
- Experian**, Consumer Help Service, PO Box 8000, Nottingham, NG80 7WF or call 0870 2416212 or log onto [www.experian.co.uk](http://www.experian.co.uk)
- Please contact us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW if you want to receive details of the relevant fraud prevention agencies.

8.17 Law enforcement agencies may access and use this information.

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

8.19 If you would like to read full details of how your data may be used, please visit our web site at [www.bristolcreditunion.org](http://www.bristolcreditunion.org) or phone 0117 924 7309 and ask one of our staff.

## 9. ENDING THIS AGREEMENT

9.1 You can close this account and end this agreement by telephoning us on 0117 924 7309, by emailing us at [info@bristolcreditunion.org.uk](mailto:info@bristolcreditunion.org.uk) or writing to us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW.

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

9.3 You must repay to us any amount owing to us on the account (including interest and charges).

9.4 Any termination will not affect your obligations under this agreement to us which have arisen before termination including any transactions charged to your account after the agreement has ended or after you have blocked any mobile payment device or your internet banking.

## 10. CHANGES

10.1 We may make changes to this agreement at any time.

10.2 We will give you 30 days' notice before we make changes.

10.3 We may make or introduce charges from time to time in respect of the account, please refer to the tariff for details. We may also vary the charges or introduce new ones but will give you 30 days' notice, before doing so.

## 11. GENERAL

11.1 We will not be liable if we are unable to perform our obligations under this agreement due (whether directly or indirectly) to:

- The failure of any machine, data processing system or transmission link
- Any period of essential maintenance, critical change, repair, alteration to or failure of computer systems
- Any industrial dispute
- Anything outside our reasonable control or that of our agents or sub-contractors.

11.2 You must email us on [info@bristolcreditunion.org.uk](mailto:info@bristolcreditunion.org.uk), telephone us on 0117 924 7309 or write to us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW immediately on any change of name or address or other contact details (for example your email address). If you do not do this we may charge your account with the costs of locating you.

11.3 We may transfer our rights and/or duties under this agreement to any person. You may not transfer any of your rights or duties under this agreement to any person.

11.4 Any terms and conditions of your account will be in English, governed by English Law and will communicate with you in English.

11.5 You may be liable for other taxes or costs that are not paid by or via us e.g. higher rate tax.

11.6 Deposits held with Bristol Credit Union Ltd are protected by the Financial Services Compensation Scheme, subject to the Scheme Rules. Please read the 'Important Information about compensation arrangements' information overleaf.

11.7 You also have a right to cancel your account 14 days from our receipt of your signed agreement or when you have started to transact on the account. You can cancel by writing to us at Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW. You will have to repay us any amount you owe us including any interest and charges. If you choose not to cancel, the terms and conditions including any interest rates and account charges will apply.

11.8 There is no minimum duration for this account.

11.9 Cheques paid into this account may take up to 10 days to clear before funds are available for withdrawal.

11.10 If you have a complaint please email us at [info@bristolcreditunion.org.uk](mailto:info@bristolcreditunion.org.uk), telephone us on 0117 924 7309 or write to The Complaints Officer, Bristol Credit Union, 112/114 Cheltenham Road, Bristol, BS6 5RW.

<b>BRISTOL POUND INDIVIDUAL ACCOUNT TARIFF OF CHARGES</b>	
<b>Item</b>	<b>Charge</b>
Conversion from sterling deposit at BCU to your Bristol Pound account	Free
Paper Statement	£5 per statement
Receiving a payment from a Mobile Payment Device from another Member by use of the TXT2PAY SMS system	2% of the amount received (minimum £0.10)
Receiving a payment from a Mobile Payment Device from another member by use of the Bristol Pound App	2% of the amount received where the total payment is over £B5. Free where total payment is £B5 or below
Receiving an online transfer from another member	1% of the amount received (maximum £0.95)
First Supplier Levy: payable by the Member who is the first recipient of the Bristol Pounds from the Loan Scheme	5% of the amount

Bristol Credit Union Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference number is 213583. We subscribe to the Financial Ombudsman Service and are members of the Financial Services Compensation Scheme.

### **Important information about compensation arrangements**

Your eligible deposits with Bristol Credit Union are protected up to a total of £85,000 by the Financial Services Compensation Scheme, the UK's deposit guarantee scheme. This limit is applied to the total of any deposits you have with Bristol Credit Union. Any deposits you hold above the £85,000 limit are not covered.

For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the credit union, including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 0800 678 1100 or 0207 741 4100.