

Terms & Conditions of Loan Application

(Member Copy)

By signing this Loan Application you confirm:

- i) You have been provided with a copy of these Loan Application Terms and Conditions and the Loan Terms and Conditions and advised to seek legal advice if you do not fully understand and, on the basis of your full understanding, accept them.
- ii) That you wish to enter into a Loan Agreement as a legally binding contract subject to the Loan Terms and Conditions contained in the Loan Agreement.
- iii) That you agree your application for a Loan is governed by these Loan Application Terms and Conditions. However, if your Loan Application is approved and you enter into a Loan Agreement subject to the Loan Terms and Conditions, those Loan Terms and Conditions will prevail over any conflicting provision of these Loan Application Terms and Conditions.
- iii) That you authorise us to obtain confirmation of your employment, health and credit history from third parties for the purpose of considering whether or not to grant you a Loan.

Definitions

1. The following definitions apply in this Loan Application:
 - (a) 'Applicant' or 'you' means the member and as applicable any person jointly and severally applying with the member to enter into a Loan Agreement with the Credit Union.
 - (b) 'Borrower' means a successful Applicant.
 - (c) 'CRAs' means credit reference agencies.
 - (d) 'Credit Union' or 'we', means London Community Credit Union Ltd (LCCU), who is the data controller.
 - (e) 'FPAs' means fraud prevention agencies.
 - (f) 'Parties' means the Borrower and the Credit Union, and 'Party' means any of them.
 - (g) Guarantor(s) means any person jointly and severally entering into a binding loan agreement with the Borrower and the Credit Union and who agrees to assume the debt obligation of a borrower if that borrower defaults

Joint and Several liability

2. Where there is more than one of you, references to you means any one or more of you as the context may require and each of you is separately responsible for performing all your obligations under this agreement. This is known as "joint and several liability".

Your right to cancel

3. The Loan Agreement will constitute a legally binding contract with London Community Credit Union. Should you have any doubts as to the meaning of any part of the Loan Agreement or these Terms and Conditions, we advise you to seek independent advice from a solicitor, a Citizens Advice Bureau or another appropriately qualified person or organisation.
4. Once you have read and signed the Loan Agreement, you will have 7 days in which you can change your mind and cancel it without any legal consequences.

Acceptance of Loan

5. Submission of a Loan Application does not guarantee that a Loan will be provided. The decision of whether or not to make a Loan to the Applicant is subject to an assessment by the Credit Union of affordability and the ability of the Applicant(s) and Guarantor(s) to repay and the decision is in the sole discretion of the Credit Union. The provision of the Loan Agreement to the Applicant is not a commitment by the Credit Union to lend. The Credit Union will not be obliged to provide the Loan until (a) the Loan Agreement is signed by the Credit Union; and (b) the Credit Union is satisfied that, at the time the Loan is to be drawn, the Applicant is in compliance with all terms and conditions of the Loan Agreement.

Key Terms and Conditions of Loan

6. This section of the Loan Application Terms and Conditions is intended to highlight some key terms and conditions of the Loan Agreement to be entered into between the Applicant and the Credit Union if the Loan Application is approved. That Loan Agreement would form a binding contract between the Credit Union as Lender and the Applicant as Borrower. This section does not set out the terms and conditions applying under that Loan Agreement in full and is not a substitute for reading the Loan Terms and Conditions as set out in the Loan Agreement. The Applicant agrees that he or she has been provided with a copy of the Loan Terms and Conditions and advised to seek legal advice if he or she does not fully understand and accept them.
7. The Borrower promises to repay the Loan in installments on the due dates designated for each Installment Repayment in the Loan Agreement.
8. Interest will be charged daily on the unpaid balance of the Loan at a rate designated in the Loan Agreement. The Average Percentage Rate (APR) is also provided.
9. The Borrower agrees that, if any of them are employees, consultants or members of staff of the Credit Union and their employment or engagement by the Credit Union ends, then:
 - (a) any discounted interest rate applying to the Loan will no longer apply; and
 - (b) the interest rate applying to the Loan will be changed to the standard interest rate applied to loans made to members of the Credit Union who are not also employees, consultants or employees of the Credit Union.
10. All monies held by the Borrower or Guarantor(s) on the Saver Plus Account is held to secure repayment of the Loan and cannot be withdrawn until the loan is repaid in full. If the outstanding balance of the Loan becomes 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.
11. The Borrower will inform the Credit Union immediately of any change in their financial circumstances, name, address, telephone number (including mobile number) and email address.

London Community Credit Union

Disclosure

12. In processing the Loan Application, disclosed information may be provided to recognised credit reference agencies for credit checking. These agencies record this check, which may affect the Borrower or Guarantor(s) credit rating. If the application is successful, the Borrower's details will be held by the Credit Union to enable the Borrower's Loan to be managed.
13. In the event that the Borrower and Guarantor(s) defaults on the Loan or breaches any terms and conditions in relation to the Loan, details of such default or defaults may be passed at the discretion of the Credit Union to other Credit Unions, debt recovery agencies and the Courts. In such circumstances it is understood that the Credit Union may disclose details of the Borrower or Guarantor(s) and their account and any other matters relating to the Loan to any credit reference agency and other individuals or organisations for this purpose registered by the Credit Union with the Data Protection Registrar.
14. Under the Data Protection Act you are entitled to a copy of your personal information held by us on payment of a fee. The current fee for this request is £10.00.

A condensed guide to the use of your personal information by the Credit Union, credit reference agencies and fraud prevention agencies

15. When you apply to enter into a Loan Agreement, we will check the following records about you and others (see 16 below)
 - (a) our own;
 - (b) 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 Credit Unions. They supply to us both public (including the electoral register) and shared credit and fraud prevention information; and
 - (c) those at fraud prevention agencies ('FPAs').
16. We will make checks such as: assessing the Borrower's application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs in the course of managing your Loan account with us.
17. If you are making a joint application or tell us that you have a spouse, civil partner, financial partner or individual or corporate associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
18. Information on your Loan Applications will be sent to CRAs and will be recorded by them. Where we approve the Loan and you borrow a Loan from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. 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 accounts are closed, whether settled by you or defaulted.
19. If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention.
20. If you have borrowed from us and do not make payments that you owe us as required, we will trace your whereabouts and recover debts.
21. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
22. Your data may also be used for other purposes for which you give your specific permission or, in the limited circumstances, when required by law or where otherwise permitted under the terms of the Data Protection Act 1998.

How to find out more

23. The section above contains only a condensed version of our guide to the use of your personal information and if you would like to read the full details of how your data may be used please visit our website at www.londoncu.co.uk or phone 020 7729 9218 or ask one of our staff. You may write to us at the following address: 570 Roman Road, Bow, London E3 5ES.
24. You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it may be 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 0601434
 - Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to www.myequifax.co.uk
 - Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to www.experian.co.uk.

Complaints

25. These Loan Application Terms and Conditions and the Loan Agreement Terms and Conditions are in English and all communications between you and us will be in English. If you are not satisfied with our service in providing the Loan, we have a detailed internal complaints handling procedure in place and full details are available on request. For more information about this procedure you can write to us at Complaints Officer, 570 Roman Road London E3 5ES, or you can telephone us on 020 7729 9218. We are a member of the Financial Ombudsman Service so if you are still not satisfied after following our Complaint procedure you can write to the Financial Ombudsman.

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Or telephone 0845 080 1800

Email: enquiries@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

020 7729 9218 | info@londoncu.co.uk | www.londoncu.co.uk

473 Bethnal Green Road E2 9QH | 570 Roman Road E3 5ES | 16 Vesey Path E14 6BT | 225 Mare Street E8 3QE | 1 Water Lane E15 4LU

LCCU is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number - 213743.