East Kilbride Credit Union

Membership Terms & Conditions

1. Introduction and Governing Rules

These Terms & Conditions apply to all members of East Kilbride Credit Union Limited ("EKCU").

By becoming a member and continuing to use our services, you agree to comply with these Terms & Conditions, the Credit Union Rule Book, applicable policies and procedures, and any relevant legislation and regulatory requirements.

Membership is subject to the Rules of East Kilbride Credit Union Limited, which remain the governing document of the Credit Union. In the event of any inconsistency between these Terms & Conditions and the Rule Book, the Rule Book shall prevail.

2. Membership and Member Responsibilities

To become and remain a member of EKCU, you must satisfy the membership requirements set out in the Rule Book and provide any information or documentation reasonably requested by the Credit Union.

Members must:

- Provide accurate and complete information when applying for membership or services;
- Notify EKCU promptly of any change to their name, address, contact details or circumstances that may affect their membership;
- Cooperate with any reasonable request for information required to maintain membership or comply with legal and regulatory obligations.

EKCU may rely on the most recent contact information held on its records.

3. Savings Accounts and Account Usage

All share accounts held with EKCU are savings accounts.

Members may save through payroll deduction, standing order, bank transfer, debit card payment or other methods approved by EKCU.

Savings held with EKCU are subject to the limits and protections applicable under the Financial Services Compensation Scheme.

EKCU accounts are intended for savings and loan-related purposes and must not be used as current accounts or payment accounts.

Members must not arrange for regular salary payments, wages, pensions, benefits or other ongoing third-party income payments to be paid directly into their EKCU account unless specifically authorised by EKCU under an approved arrangement.

EKCU reserves the right to refuse, return, suspend, delay or place restrictions on payments received into an account where:

- The payment cannot be properly identified;
- The payment is inconsistent with the intended use of the account;
- The payment creates an operational, regulatory, fraud or financial crime risk; or
- EKCU reasonably believes the account is being misused.

4. Identification, Verification and Financial Crime Prevention

Members must provide satisfactory identification and verification information when requested.

EKCU may suspend services, restrict account activity or request additional information where required to comply with anti-money laundering legislation, fraud prevention measures, sanctions screening requirements or other regulatory obligations.

5. Withdrawals

Withdrawals may be made in accordance with EKCU procedures and any notice periods in force from time to time.

EKCU may delay or refuse a withdrawal where required by law, regulation, court order, fraud prevention measures or where the member owes money to EKCU.

6. Loans

Loan applications are subject to EKCU's lending policy, affordability assessments and credit checks where appropriate.

Approval of a loan is not guaranteed.

Members must comply with the terms of any loan agreement entered into with EKCU and maintain repayments as agreed.

Failure to maintain agreed repayments may result in:

- Additional collection activity;
- Restrictions on EKCU services;

- Default information being recorded with credit reference agencies;
- A negative impact on the member's credit rating; and
- Recovery action being taken in accordance with the loan agreement and applicable law.

7. Third Party Authority (Power of Attorney and Guardianship)

EKCU may accept instructions from a person acting on behalf of a member where a valid Power of Attorney, Guardianship Order or other legal authority has been provided and verified.

EKCU reserves the right to request original documents, certified copies, identification and any other information reasonably required before granting account access.

Until such authority has been verified, EKCU will continue to accept instructions only from the member.

8. Member Conduct

Members must treat EKCU staff, volunteers, directors and other members with courtesy and respect.

EKCU reserves the right to restrict services or take action under the Rule Book where a member behaves abusively, threateningly, dishonestly or in a manner that may adversely affect the Credit Union, its staff, volunteers or members.

9. Restrictions, Suspension and Termination

EKCU may restrict services, suspend account activity, close an account or terminate membership where permitted by the Rule Book or required by law.

This may include, but is not limited to, circumstances where:

- A member fails to provide information or documentation reasonably requested by EKCU.
- A member provides false, inaccurate or misleading information.
- EKCU is unable to meet its legal or regulatory obligations in relation to the account.
- EKCU is required to take action to comply with legal or regulatory obligations, including those relating to fraud prevention, anti-money laundering, financial crime or sanctions.
- An account is used in a manner inconsistent with these Terms & Conditions or the intended purpose of the account.

- A member no longer meets the eligibility requirements for membership.
- A member breaches the Rule Book, these Terms & Conditions or any agreement entered into with EKCU.

Where appropriate and permitted by law, EKCU will explain the reason for its decision. However, there may be circumstances where we are legally unable to provide further information.

10. Complaints and Data Protection

EKCU will process personal information in accordance with applicable data protection legislation and its Privacy Notice.

If you are unhappy with any aspect of our service, you may make a complaint using EKCU's Complaints Procedure. A copy of the Complaints Procedure is available on request.

11. Changes to Terms & Conditions

EKCU may amend these Terms & Conditions where reasonably necessary to reflect:

- Changes in law or regulation;
- Changes in operational requirements;
- Changes in products or services; or
- The protection of members and the Credit Union.

Members will be notified of any material changes.