

TERMS OF THE LOAN AGREEMENT

These are the terms of an agreement between Blues and Twos Credit Union and YOU. Full Lender and Borrower details are shown on the Loan Agreement Financial page.

For the purpose of this Loan Agreement reference to "We", "Us" or "Our" is a reference to Blues and Twos Credit Union "The Lender" and "You" or "Your" is a reference to "The Borrower".

For the purpose of the General Data Protection Regulation (GDPR) the data controller is Blues and Twos Credit Union registered address in England is Lancashire Police HQ, PO Box 77, Hutton, Preston, Lancashire, PR4 5SB.

Application Process

As the Borrower, completing the online or paper-based application, You give permission for Us to supply Your personal information to a credit reference agency for a credit search (if required). They will give Us information about You, such as details about Your financial history. We do this to assess creditworthiness and product suitability. A copy of our Privacy Notice is available at www.bluesandtwos.org.uk The Credit Reference Agency details and ways in which they use and share personal information, are explained in more detail at <https://www.callcredit.co.uk/legal-information/bureau-privacy-notice>

By signing the Loan Agreement either online or on paper, You agree:

- **To be bound by the Terms and Conditions of the Loan Agreement**
- **For Your personal data to be used in the ways described in our Privacy Notice and the Credit Reference Agency Information Notice (CRAIN)**
- **For Your Loan Documentation to be forwarded to you electronically or/and by post.**

If you are downloading Loan documents and signing the Loan Agreement online You must sign the agreement by typing your name in the signature box. You will receive an Approval Certificate. By signing the Loan Agreement you confirm acceptance of the Loan Terms and Conditions provided.

You agree to retain at least one repayment plus £10 in Your savings account at all times from the start of the loan until repayment in full. This ensures You have sufficient funds available to meet Your monthly repayment on the actual date due even if Your salary or pension contribution date is different. Any surplus in Your savings account, during the life of Your loan, may be withdrawn at any time.

Following successful approval of Your application and signing of your Loan Agreement, we will pay Your loan into Your nominated bank account (details already held by the Credit Union), to your Credit Union Prepaid Card or by cheque.

You should be aware we may demand repayment of the full amount at any time if you are repeatedly late with repayments, if you have not been totally honest during and after the application process or if you fail to keep in contact with us should Your financial circumstances change (more details below).

Loan Agreement

Your Loan Agreement financial terms confirm (1) The amount borrowed under this agreement, (2) The previous amount owing (if you already have a loan with us), (3) The total amount owing (new loan + any previous borrowing), (4) The total amount repayable, (5) The monthly loan repayment, (6) Amount you wish to save each month, (7) Total amount due from You each month.

You must make regular monthly repayments to your loan either direct from your Pay/Pension or you may be able to make payments by Standing Order. Your first monthly payment is due within one month from the date the loan is provide by Us and each month thereafter until the loan is repaid in full. Interest is charged daily on the unpaid balance, at the APR agreed, and detailed in the financial terms.

You can view Your account online via the Members Area of our website www.bluesandtwos.org.uk or on request we will provide you with a statement of Your account so you can see the amounts paid in, Your loan balance outstanding and Your share balance/s.

You have the right to settle Your loan early or make additional payments in order to reduce the overall term of Your loan. Both of which You can do without penalty.

You understand that by supplying any false or misleading information during the application process or at any time whilst Your loan is outstanding, this may result in prosecution.

You understand that failure to declare any long term medical condition at the time of Your application may render the life cover invalid. Visit our website Membership Benefits page www.bluesandtwos.org.uk for more details on the life cover.

Right to Withdraw

You have a right to withdraw from this agreement without having to give any reason. The right to withdraw starts on the day after the agreement is made and ends 14 calendar days later during which You may give Us Your instruction to cancel the loan, in writing, and You must return the funds paid to YOU, in full. Providing the 14-day deadline is met, no interest will be charged.

Change in Your circumstances

You agree that all details given for this loan agreement are correct and You will inform Us immediately if Your circumstances change. This includes advising Us on a change of your address, change of employment or other change in your circumstances that may affect Your ability to repay your loan. Your earliest notification is appreciated so we can consider the best way in which to try and assist you.

If Your employment with any employer within the Common Bond is terminated for any reason and You fail to pay any amount due to Us under this agreement or You fail to notify Us of the change of circumstances or of Your intention to pay off Your loan by another means, You must understand that by signing this agreement We are authorised to seek and Your employer is authorised to supply, any relevant information and deduct any amount due and payable to Us from any final payment. Similarly, if You are entitled to receive any Pension or other future benefits due, the Pension/benefit provider is authorised to supply any relevant information and to deduct any amount due and payable to Us from Your Pension or benefit and pay that sum to Us (Neither shall apply where You have applied for bankruptcy or have been declared so.

Missing Payments

Missing payment could have severe consequences including for example charges against the account, adverse effect on credit ratings which may make obtaining credit more difficult and possible legal proceedings against You.

Your account will be transferred to our Member Solutions Team if You fail to make the repayments due under this agreement. We may charge You:

- A £20 fee for each time Your account is transferred to the Member Services Team
- For our other losses or reasonable costs as a result of You breaking this agreement including the cost of finding, notifying or contacting You and enforcing this agreement
- For any court enforcement costs to recover outstanding funds

We may Use funds in Your savings account to cover any missed payment or costs as detailed above. We may also ask You to repay the loan early if the original repayments are missed.

We have the right to demand early repayment of all or part of the loan balance together with any unpaid interest if You fail to pay any amount due or breach any of the terms under this agreement.

In very rare cases we may seek a charging order or similar court judgement against You which would allow Us to be repaid out of the money You receive when You sell Your home or direct from Your pay. In any such cases we would notify You verbally or in writing to Your last known address when taking any action to recover sums due. You will be liable for any costs we incur in recovering sums due under this agreement.

Overdue payments can be made in the office or over the telephone by contacting the team on 01772618833.

Other Key Information

If YOU have a concern or complaint please tell us either verbally or in writing to our Member Services Team; Blues and Twos Credit Union, PO Box 77, Hutton, Preston, Lancashire, PR4 5SB or call 01772618833. If we are unable to resolve your complaint you have a right to complain to the Financial Ombudsman Service (FOS).