



**How to contact us:**

Phone: 0131 466 5006

Email: [info@castlecommunitybank.co.uk](mailto:info@castlecommunitybank.co.uk)

Website: [www.castlecommunitybank.co.uk](http://www.castlecommunitybank.co.uk)

## **ACCOUNT OPENING**

Thank you for choosing **CASTLE COMMUNITY BANK**.

The terms and conditions set out below form the agreement between you, the account holder, and **CASTLE COMMUNITY BANK**.

**In these conditions:**

- “we”, “us”, “our” or “**CASTLE COMMUNITY BANK**” means Castle Community Bank the trading name of North Edinburgh and Castle Credit Union Limited. Registered office: 10-12 Wardieburn Drive, Edinburgh, EH5 1BU. Registered under the Credit Unions Act 1979, number 019CUS. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 213877.
- “**you**” or “**your**” means the member(s) in whose name(s) the account is opened.
- “**account**” means the account operated and maintained by us under this agreement.
- “**direct debit**” means an instruction to make regular payments to someone (including us) whom you have authorised to receive payments.
- “**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 **CASTLE COMMUNITY BANK** 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.
- “**member security details**” means your security code, pin and any secure personal information registered with us for use when you became a member.
- “**working day**” means any day other than Saturday, Sunday or Bank Holiday in Scotland.



## Terms & Conditions

Our agreement with you is made up of general conditions that apply to all our accounts and additional conditions that apply to particular accounts.

### GENERAL CONDITIONS

#### **1. ACCOUNT**

- 1.1 By opening an account you become a member of **CASTLE COMMUNITY BANK**.
- 1.2 You agree that we may deduct from the balance of your account amounts due from you under this agreement.

#### **2. MEMBER SECURITY DETAILS**

- 2.1 As part of this agreement you must register a separate security code and secure personal information ("member security details") for use when you become a member.
- 2.2 When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason: you must sign instructions given on paper; when in branch we may ask you for identification; and if you are contacting us by any other method you must do so using your member security details.
- 2.3 As long as we have checked your identity in one of the ways set out above, we will assume that we are dealing with you. Any failure or error in relation to your member security details will result in access to your account being blocked.
- 2.4 You must keep your member security details secure and do all you reasonably can to make sure no one finds out your member security details.
- 2.5 You must tell us as soon as possible if you: notice any errors; find our services are not working; think your member security details have been lost, stolen or are being misused; or think someone may be accessing your accounts without your authority or that someone has discovered your member security details.
- 2.6 If the member security details are used by someone with your permission or as a result of your fraud or gross negligence you may have to repay us for all losses and costs and expenses we incur.
- 2.7 For your protection, we reserve the right to suspend access if either incorrect member security details are used to attempt to access your account or we suspect an unauthorised person is attempting to access your account.
- 2.8 The services available to you using member security details may vary over time and we may suspend or terminate any services available but will inform you of any changes in accordance with Clause 8.2 of this agreement.

#### **3. STATEMENTS AND INFORMATION**

- 3.1 Statements are available on request or via the secure login area of our website.
- 3.2 We may use messages on or with your statements to tell you about changes to this agreement.
- 3.3 You are responsible for checking statements, text messages or other account information we give you. If you tell us about any errors on your account or if we notice any errors, we will correct them as soon as reasonably possible.



## **GENERAL CONDITIONS (cont'd)**

- 3.4 You must give any information and help we reasonably ask for that is relevant to the misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, or the police or other authorities.

### **4. PAYMENTS INTO YOUR ACCOUNT**

- 4.1 When cash payments are made at a branch into your account we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day.
- 4.2 When we receive a payment for your account by direct debit or direct transfer from another bank, we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day.
- 4.4 If we are told that a payment has been made into your account by mistake, or has been recalled by the bank that made it, we can take up to the amount of that payment out of your account. We don't have to ask you to agree before we do this but we'll tell you about it and ask you to contact us if you don't think the payment was made to you in error. You will need to contact us by the date we give you. We will consider all of the information we are given about the payment and will act reasonably.
- 4.5 We may refuse to accept a payment into an account, or make a payment from it, if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

### **5. PAYMENTS OUT OF YOUR ACCOUNT**

- 5.1 We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
- 5.1.1 if you ask us to make a payment using your member security details as long as any relevant security checks have been completed by us; and
- 5.1.2 otherwise, if you have signed a document containing the payment instruction.
- 5.2 When you give us a payment instruction to transfer funds to another bank, you must give us the sort code and account number, and any other details we ask you for.
- 5.3 If you need to give us a payment instruction which is particularly important, you should contact us either in person or by phone.
- 5.4 We will not be liable if your payment is delayed or sent to the wrong person because you gave us the wrong details. If a payment does go to the wrong person because you gave us the wrong details, we will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- 5.5 You will not be able to give a payment instruction using your member security details if we have stopped, or suspended, your ability to use them.
- 5.6 We may refuse to carry out a payment instruction, or other transaction on your account, such as a withdrawal in one of our branches if:
- 5.5.1 you do not have available funds to make the payment;
- 5.5.2 the payment instruction is not clear or you have not provided us with the correct details;



## **GENERAL CONDITIONS (cont'd)**

- 5.5.3 there is a legal requirement or a court or other authority that tells us to act in that way;
- 5.5.4 the payment seems unusual compared with the way you normally use the account;
- 5.5.5 we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain money illegally or fraudulently;
- 5.5.6 we reasonably believe that someone else may have rights over money in your account;
- 5.5.7 you ask us to send a payment to an account that is not able to receive payments through the Faster Payments scheme; or
- 5.5.8 any other reason set out separately in this agreement applies.

## **6. BREACH OF THIS AGREEMENT**

- 6.1 We reserve the right to charge to your account any reasonable costs or expenses which we incur in order to enforce our rights, if you are found by us to have breached this agreement or where we suspect there may be fraudulent activity on your part, in respect of this agreement.

## **7. TERMINATING THIS AGREEMENT**

- 7.1 We may terminate this agreement without providing any reason but will give you 30 days' notice before we do so (except in exceptional circumstances, such as fraud investigation or misuse of the account).
- 7.2 You must repay to us any amount owing to us on the account (including any appropriate charges).
- 7.3 Any termination will not affect your obligations under this agreement to us which have arisen before termination including any transaction charged to your account.

## **8. CHANGES**

- 8.1 We may make changes to this agreement at any time.
- 8.2 We will give you 30 days' notice in writing before we make changes.
- 8.3 We may make or introduce charges from time to time in respect of the account. We may also vary the charges or introduce new ones but we will give you 30 days' notice in writing, before doing so.

## **9. GENERAL**

- 9.1 We will not be liable to you if we are unable to perform our obligations under this agreement due (whether directly or indirectly) to any of the following events:
  - 9.1.1 the failure of any machine, data processing system or transmission link;
  - 9.1.2 any period of essential maintenance, critical change, repair, alteration to or failure of computer systems;
  - 9.1.3 any industrial dispute; or
  - 9.1.4 anything outside our reasonable control or that of our agents or sub-contractors.
- 9.2 You must inform us immediately on any change of name or address, change of email address or change of telephone or mobile number. If you do not do this we may charge you with the cost of locating you.



9.3 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.

9.4 We may make other charges from time to time for running the account.

9.5 In the normal course of business we will send you general communications via email.

## 10. CANCELLATION RIGHTS

10.1 You have the right to cancel your choice of account within 14 days of opening the account or from the date you receive these Terms and Conditions.

10.2 You can cancel by contacting us by phone, email, post or in branch.

10.3 We will either help you move to another account, or we will return your money to you..

## 11. DORMANT ACCOUNTS

11.1 An account will be considered dormant if there is no activity on the account, outside any maturity period for 24 months, other than the posting of any dividend paid on the shares. Viewing account balances online does not count as activity.

11.2 We will contact you after 24 months of inactivity and a £5 charge will be made to cover the administration, security and storage of your account records.

## 12. FINANCIAL SERVICES COMPENSATION SCHEME STATEMENT

12.1 **CASTLE COMMUNITY BANK** is covered by the Financial Services Compensation Scheme (FSCS).

12.2 Under this scheme, the FSCS will compensate depositors, if a credit union is unable to meet its financial obligations to its depositors.

12.3 Most depositors – including most individuals and small businesses – are covered by the scheme.

12.4 As at the date of this agreement, in respect of deposits, an eligible depositor is entitled to claim up to £85,000.

12.5 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 as at the date of this agreement that could be claimed under the FSCS would be £85,000 each (making a total of £170,000).

12.6 The £85,000 limit relates to the **combined** amount in all of the eligible depositor's accounts with the credit union, including their share of any joint account and not to each separate account.

12.7 For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or you may call the FSCS on 020 7741 4100 or 0800 678 1100. Please note *only* compensation related queries should be directed to the FSCS.



### 13. COMPLAINTS PROCEDURE

13.1 **CASTLE COMMUNITY BANK** is committed to providing products and services of the very highest standards. If you do have a problem or you feel that we haven't lived up to your expectations in any way, we'd like to know so we can put things right for you. You can contact us by phone, email, post or in branch.

13.2. We take all complaints seriously. We will do our best to resolve it straight away but some do take time to investigate thoroughly.

13.3 **CASTLE COMMUNITY BANK** is covered by the Financial Ombudsman Service, which offers an independent review service. If you are still not satisfied after we've tried to put things right, you can ask the Ombudsman to look at your case for free.

13.4 The Ombudsman will only help if you've already referred a complaint to us and you're unhappy with our final response. For further information refer to **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)** or contact the Ombudsman at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Phone: 0800 023 4 567 (calls to this number are free on mobile phones and landlines)

From outside the UK: +44 20 7964 1000

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### 14. ATTACHMENT OF SHARES (SECURITY)

14.1 When borrowing, your savings will be held as security for any loan taken from us, that is any amount equivalent to the loan or amount outstanding on the loan; whichever is the greater; and any such interest or expenses which may become due.



## **ADDITIONAL CONDITIONS - INSTANT ACCESS SAVINGS ACCOUNT**

### **16. ELIGIBILITY**

- 16.1 To have an account you must be 16 or over.
- 16.2 Your account can be held in your sole name or held jointly.
- 16.3 You can open the account online at [www.castlecommunitybank.co.uk](http://www.castlecommunitybank.co.uk) or in branch.

### **17. DEPOSITS AND WITHDRAWALS**

- 17.1 There is no minimum deposit or withdrawal.
- 17.2 The collective balance on all your savings accounts should not exceed £15,000 at any time. For a joint account, the amounts held separately in an individual and joint account(s) when amalgamated should not exceed £30,000 at any time.
- 17.3 You can pay money into the account by transferring money from another bank, you can set up a Standing Order into the account, or you can pay money into the account in branch.
- 17.4 Your Standing Order cannot be set up from another savings account with us.
- 17.5 You can make payments from the account by instructing us to transfer money to another bank, or you can make withdrawals from this account in branch.
- 17.6 You cannot set up standing orders or direct debits on the account to make payments from the account.

### **18. DIVIDEND**

- 18.1 The dividend payable on the shares held in the account will be payable annually and credited to the account.
- 18.2 Such dividend shall be proposed by the Board of Castle Community Bank and approved by the members at the Annual General Meeting.

### **19. ACCOUNT CLOSURE**

- 19.1 You can close the account at any time by contacting us by phone, email, post or in branch.
- 19.2 We will then return any balance to you including any dividend which has been credited to the account



## **ADDITIONAL CONDITIONS - FIXED TERM DEPOSIT ACCOUNT**

### **20. ELIGIBILITY**

- 20.1 To have an account you must be 16 or over.
- 20.2 Your account can be held in your sole name or held jointly.
- 20.3 You can open the account online at [www.castlecommunitybank.co.uk](http://www.castlecommunitybank.co.uk) or in branch.

### **21. DEPOSITS AND WITHDRAWALS**

- 21.1 The account accepts lump sum deposits only.
- 21.2 The minimum deposit is £1,000.
- 21.3 The collective balance on all your savings accounts should not exceed £15,000 at any time. For a joint account, the amounts held separately in an individual and joint account(s) when amalgamated should not exceed £30,000 at any time.
- 21.4 We may close our Fixed Term Deposit Account to new funds at any time and at our sole discretion.
- 21.5 We must receive your opening deposit within ten working days of you opening the account (including the day of opening). After that, additional deposits will not be accepted.
- 21.6 You can pay money into the account by transferring money from another bank or by cheque.
- 21.7 Withdrawals are not permitted during the term except in the event of your death. If you die we will repay your deposit.

### **DIVIDEND**

- 22.1 The dividend payable on the shares held in the account will be payable annually and credited to the account.
- 22.2 Such dividend shall be proposed by the Board of Castle Community Bank and approved by the members at the Annual General Meeting.

### **23. TERM**

- 23.1 The term will be for the fixed period you agree to in your application for the account.
- 23.2 The account term will run from the day you open the account.

### **24. ACCOUNT CLOSURE**

- 24.1 Early closure is not permitted during the term except in the event of your death. If you die we will repay your deposit plus any dividends which have been credited to your account
- 24.2 We will consider requests for early closure in exceptional circumstances. If we, at our discretion, allow such a withdrawal it might be only for the principal sum deposited.

### **25. MATURITY**

- 25.1 At least 30 days before the end of the term, we will contact you asking for instructions about what you would like us to do with the balance in your account. If you do not give us instructions before the end of the term (or we cannot reasonably comply with your instructions), on the last day of the term (or the next working day if this falls on a Saturday, Sunday or Bank Holiday), we will transfer the balance in your account into a **CASTLE COMMUNITY BANK Instant Access Savings Account** in your name (or in the case of a joint account, in any of your names).



## **ADDITIONAL CONDITIONS - JUNIOR SAVER SAVINGS ACCOUNT**

### **26. ELIGIBILITY**

- 26.1 The adult who opens and runs the account on behalf of the child must be aged 18 or over.
- 26.2 The child must be under 16.
- 26.3 The money belongs to the child, and the account is in the child's name.
- 26.4 The agreement is between us and the adult who opens and runs the account on the child's behalf.
- 26.5 The adult must manage the account in the best interests of the child.
- 26.6 The adult can open the account by completing and submitting an application form, accompanied by a copy of the child's birth certificate and, only if the adult is not an existing member, a copy of one form of identification – such as a driving licence or passport.
- 26.7 Any correspondence relating to the account will be sent to address of the adult.

### **27. DEPOSITS AND WITHDRAWALS**

- 27.1 There is no minimum deposit or withdrawal.
- 27.2 The balance on the account should not exceed £15,000 at any time.
- 27.3 Anyone can make payments into the account, and this can be done by transferring money into the account from another bank, setting up a Standing Order into the account, or paying money into the account in branch.
- 27.4 A Standing Order cannot be set up from another savings account with us.
- 27.5 The adult can withdraw money on behalf of the child. No other person can make withdrawals.
- 27.6 The adult can make payments from the account by instructing us to transfer money to another bank, or make withdrawals from this account in branch.

### **DIVIDEND**

- 28.1 The dividend payable on the shares held in the account will be payable annually and credited to the account.
- 28.2 Such dividend shall be proposed by the Board of Castle Community Bank and approved by the members at the Annual General Meeting.

### **29. ACCOUNT CLOSURE**

- 29.1 The adult can close the account at any time by contacting us by phone, email, post or in branch.
- 29.2 We will then pay any interest earned up to the date of closure and return any balance to the adult to deal with on behalf of the child.
  
- 29.3 Before the child turns 16 we will write to the adult, and explain the choices that can be made about what to do with the money in the account when the child turns 16.
- 29.4 If we don't hear from the adult we will transfer any balance in the account into a **CASTLE COMMUNITY BANK Instant Access Savings Account** in the child's name when they become 16. The child will have complete control of the account and the money in it.



## **ADDITIONAL CONDITIONS - DREAM SAVER SAVINGS ACCOUNT**

### **30. ELIGIBILITY**

- 30.1 To have an account you must be 16 or over.
- 30.2 Your account can be held in your sole name or held jointly.
- 30.3 You can open the account online at **[www.castlecommunitybank.co.uk](http://www.castlecommunitybank.co.uk)** or in branch.

### **31. DEPOSITS AND WITHDRAWALS**

- 31.1 The minimum deposit is £10 per month.
- 31.2 The collective balance on all your savings accounts should not exceed £15,000 at any time. For a joint account, the amounts held separately in an individual and joint account(s) when amalgamated should not exceed £30,000 at any time.
- 31.3 You can pay money into the account by transferring money from another bank, you can set up a Standing Order into the account, or you can pay money into the account in branch.
- 31.4 Your Standing Order cannot be set up from another savings account with us.
- 31.5 In the calendar year the account was opened, you can only make withdrawals from the account between the 1st November and the 31st December of that same calendar year.
- 31.6 You can make payments from the account by instructing us to transfer money to another bank, or you can make withdrawals from this account in branch.
- 31.7 You cannot set up standing orders on the account to make payments from the account.

### **DIVIDEND**

- 32.1 The dividend payable on the shares held in the account will be payable annually and credited to the account.
- 32.2 Such dividend shall be proposed by the Board of Castle Community Bank and approved by the members at the Annual General Meeting.

### **33. TERM**

- 33.1 The maximum term of the account will be 1 year.
- 33.2 The account term will run from the day you open the account through to the 31st December of the same calendar year you opened the account.

### **34. ACCOUNT CLOSURE**

- 34.1 You can close the account at any time by contacting us by phone, email, post or in branch.
- 34.2 We will then pay any interest earned up to the date of closure and return any balance to you.

### **35. MATURITY**

- 35.1 At the end of the term, if you do not give us instructions before the end of the term (or we cannot reasonably comply with your instructions), on the first working day at the end of the term, we will transfer the balance in your account into a **CASTLE COMMUNITY BANK Instant Access Savings Account** in your name (or in the case of a joint account, in any of your names).

{ } Please tick here to confirm you have read the above agreement; and confirm your understanding and acceptance.