

Clockwise Credit Union

CASH ISA TERMS AND CONDITIONS

These Terms and Conditions set out the contract between you and us. They explain our obligations to you and your obligations to us, when you hold a Clockwise, Cash ISA account.

They are in addition to any other conditions implied or included by law, such as your statutory rights as a consumer, even if they do not appear in these conditions. These Terms & Conditions should be read in conjunction with HM Revenue & Customs Rules.

For details of dividends paid on the Cash ISA, please see the current dividends leaflet available at 20 Pocklington's Walk, at our Collection and Information points or visit our website at www.clockwise-cu.co.uk.

Availability

The minimum balance is £1 and this is also the minimum opening balance. The maximum opening balance is £3,600 in each tax year (unless this limit is altered in the future).

To open a Cash ISA with Clockwise Credit Union Limited, you must be a member of the Credit Union. The fee for opening a Cash ISA is £4: £2.00 Credit Union joining fee plus the minimum Share balance of £1.00 together with the ISA £1.00)

The HM Revenue & Customs apply certain rules on who is able to hold an ISA. These are set out in the Application declaration.

We require acceptable identification, in accordance with the government Anti Money Laundering Legislation, before a Cash ISA account can be opened.

Dividends (Interest Payments)

The dividends we pay are variable and may be changed.

Whenever we change the interest rate paid on your Account, we will always give you personal notice in writing within 30 days of the change.

We will pay you interest annually after we close for business on 1st April by adding it to this Account, and credit it to your account on the following day.

Interest is calculated from the day your investment is received up to and including the day before your withdrawal or closure of the Account.

Tax

Interest will be exempt from UK Income Tax providing the ISA terms have been fully met. Also, see the Additional ISA Conditions for provisions relating to the death of the holder of the Account ('Account Holder').

Payments, Withdrawals and Transfers

The maximum which can be paid into a Cash ISA is £3,600 in each tax year # (unless this limit is altered in the future).

Withdrawals can be made without penalty subject to 45 days notice. Where notice is not given a penalty equal to 45 days interest on the amount withdrawn will be charged.

Withdrawals of capital cannot be replaced. Also see the Additional ISA Terms and Conditions on subscription limits.

Clockwise Credit Union Ltd will accept transfers into the Cash ISA from a Cash ISA operated by another ISA manager. Transfers must be made directly to Clockwise Credit Union Ltd; payments from the existing operator to the Account Holder are treated as withdrawals. Transfers out are permitted but must be for the whole balance. Partial transfers are not permitted.

If you pay money in by cheque, you cannot withdraw against it until the cheque has cleared (currently this takes a minimum of 7 English bank working days excluding the day you pay money in and the day you make the withdrawal. Cheques received on Saturday, are treated as if received on the following Monday, although interest will accrue from Saturday). Acceptable identification must be produced at time of withdrawal.

Statements

We will send you an annual statement showing all the transactions, since your last statement (or the opening of your account) in April each year following the payment of your interest

Proof of Identity

Money Laundering Regulations require that all Financial Institutions verify the identity of all their Account Holders. Therefore, when opening an account, please remember to present proof of identity as outlined in this leaflet and on our website. We may make additional enquiries or seek additional references as necessary.

Cancellation Period

Should you change your mind about your new Cash ISA, you have 14 days to close or transfer it to one of our other accounts penalty free. When the Account is so closed or transferred in that period, any interest accrued will be exempt from UK income tax. This will not prevent you opening another ISA. Where the Account is opened by cheque we cannot return the funds to you until 7 bank working days have passed (excluding days of receipt and withdrawal).

Variation of Terms and Conditions

Whenever we make a change to your Account Terms and Conditions under this Condition, we will always notify you personally and/or by notice at 20 Pocklington Walk, our Collection and Information points or our website at www.clockwise-cu.co.uk.

We may change, remove or add to your Account Terms and Conditions, at any time for one or more of the following reasons (If any change is to your disadvantage, we will notify you personally at least 30 days before we make the change):

1. to take account of any changes in general banking or building society practice;
2. to take account of any changes in the law or codes of practice;
3. to take account of the requirements or recommendations of the Financial Services Authority or any other regulatory body or decisions or guidance of any relevant ombudsman;
4. to take account of any change or expected change in the service or services we provide;
5. to take account of any new or improved services or facilities which we may provide;
6. to take account of any ruling by a court or similar body;

7. to make them more favourable to you;
8. to correct any errors which might be discovered.

Law and language applicable to this contract

If you hold an account with us we will always communicate with you in English. The contract that you form with us when you open an account is also in English; it will be governed by English Law and will be subject to the exclusive jurisdiction of the courts of England and Wales. English Law will also govern any pre contract relationship existing between us.

General

We can repay all or part of your investment at any time, without giving any reason. This is subject to us giving you at least 45 days notice in writing, under normal circumstances.

We do not have to recognise the interest or claim of any person other than the Account Holder in respect of money held in the Account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.

We have the right to retain and set off all money in any account you hold with us against any money you may owe us which is due for payment but which has not been paid. We will give you notice in writing when we have done this. Interest or bonuses will not be paid on any money after it has been used in this way.

We will assume you have received any correctly addressed letter or other personal notice within 3 working days after we have posted it to you at your registered address.

If we inadvertently fail to send you a communication or display a notice at 20 Pocklington Walk, our Collection and Information points or our website at www.clockwise-cu.co.uk, this will not make the notice invalid.

Leicester Credit Union Ltd. is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Payments under the Scheme are limited to a maximum of £35,000.

Customer Service

Our aim is to provide a first class standard of service at all times. However, there may be occasions when you feel this has not been achieved. If you have a complaint about the products or services we provide, please contact our office at 20, Pocklington Walk, Leicester LE1 6BU.

In the unlikely event we are unable to resolve your complain, you can write to *The Supervisory Committee, Clockwise Credit Union Ltd. 25, Mere Road, Leicester LE5 3HS.*

If we are unable to settle a complaint you are entitled to refer it to the Financial Ombudsman Service.

Additional ISA Terms and Conditions

A Cash ISA may be held by any individual aged 16 or over. The individual must be resident and ordinarily resident in the United Kingdom for tax purposes, or if not so resident, either perform duties, which by virtue of Section 28 of the Income Taxes (Earnings & Pensions) Act 2003 (Crown employees serving overseas) are treated as being performed in the United Kingdom, or be married to a person who performs such duties.

The Account must be held in the individual's sole name. Joint accounts are not allowed.

The Account Holder must not have and must not subscribe to another cash ISA in the same tax year.

Accounts may not be opened or held on behalf of an individual other than the Account Holder.

ISA investments will be and must remain in the beneficial ownership of the investor and must not be used as security for a loan.

Dividend will be exempt from Income Tax providing all the ISA Terms and Conditions have been fully met.

Subscriptions only count toward the subscription limits for the tax year in which they are received by ISA managers. Where an investor does not subscribe to the maximum in any tax year, the balance cannot be made up in any other tax year.

Withdrawals have no effect on the subscription limits. Once the limit has been reached for the tax year, investors may make no further subscriptions, regardless of withdrawals

In the event of the death of the Account Holder, gross interest will be paid up to and including that date. Thereafter, interest will be subject to tax.

On the instructions of the investor and within the time stipulated by the investor, the ISA with all rights and obligations shall be transferred to another ISA Manager.

On the instructions of the investor and within the time stipulated by the investor, all the investments held in the ISA and proceeds arising from those investments shall be transferred or paid to the investor. The investor can choose the date funds are repaid or transferred subject to Leicester Credit Union being allowed a reasonable period, not exceeding 30 days, to implement the repayment or transfer.

The ISA manager must notify the investor if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA has, or will, become void.

The ISA manager will satisfy himself that any person to whom he delegates any of his functions or responsibilities under the terms agreed with the investor is competent to carry out those functions and responsibilities.

All information will be treated in strictest confidence; however, the Credit Union is obliged by law to return information on ISA holders to HM Revenue & Customs.

The date of account opening is deemed to be the date of receipt of the signed Application Form and receipt of money.

Favourable tax treatment may not be maintained in the future.

Please retain these Terms and Conditions for future reference.

Clockwise Credit Union Ltd, FRN213498, is authorised and regulated by the Financial Services Authority, Members of the Financial Compensation Scheme, the Financial Ombudsman Service and ABCUL

A tax year runs from 6th April to 5th April the following year.

◆ AER stands for Annual Equivalent Rate and illustrates what the interest rate would be if interest was paid and added each year and has been rounded to two decimal places.

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