

About Castle Community Bank and our Membership Requirements

The first steps

As Castle Community Bank provides both loans and savings from members across Great Britain within our common bond, to get a loan from us you must:

1. Meet the requirements our Common Bond to become a member of the credit union;
2. Open an account with us for a £1 share; and;
3. Accept an account opening agreement for that £1 share ('**Membership and Account Opening Agreement**').

Don't worry, you do not need to deposit £1. As part of account opening process the credit broker, My Community Finance, will gift £1 on your behalf to open your share account. This is so that you can become a member of the credit union and complete the loan process smoothly.

What is the Common Bond?

The common bond of Castle Community Bank is employment based on membership of certain organisations. For full details of those occupations and memberships which fall within our common bond, please see our Membership Criteria which can be found at: [Castle-Community-Bank-Membership-Criteria.pdf \(castlecommunitybank.co.uk\)](#)

Our regulators

Castle Community Bank is the trading name of North Edinburgh and Castle Credit Union Limited which is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. Castle Community Bank's Firm Reference Number (FRN) is 213877 and it is also registered as a credit union under the Credit Unions Act 1979 and the Co-operative and Community Benefit Societies Act 2014 with FCA mutuals registration number 019CUS. Our registered address is 49 Great Junction Street, Edinburgh EH6 5HX.

Use of personal information and marketing

By submitting personal information to Castle Community Bank, you agree that it will be used in the ways described in the privacy policy referred to below.

For further information on our use of personal data, please refer to the Castle Community Bank Privacy Policy at: <https://castlecommunitybank.co.uk/privacy-policy>

Membership Application

North Edinburgh and Castle Credit Union Limited (trading as Castle Community Bank) is a credit union and members are bound by our credit union rules which can be found [here](#) (our **Rules**).

In addition to these membership terms and conditions, specific terms and conditions will apply to certain types of account you may hold and any loan you may choose to borrow from us. If we make any changes to these terms and conditions in the future, we will advise you of what these are and the reasons for them.

Application for membership

By applying for membership of Castle Community Bank:

1. You confirm you meet our common bond requirements set out in our Rules.
2. You confirm you have a permanent United Kingdom address (excluding Northern Ireland, the Channel Islands and Isle of Man).

3. In order to be eligible for a loan you must be a member of Castle Community Bank, support our objectives and hold at least £1 in an account with Castle Community Bank (the '**Deposit**'). To facilitate the operational process, the credit broker, My Community Finance, will make a £1 gift payment on your behalf that will represent such share to enrol you as a member of Castle Community Bank before transferring the loan funds to you. If your membership is refused, you will be informed and the £1 gift will be paid to you.
4. As a member of the credit union, you are entitled to voting rights on a 'one member one vote' basis.
5. You confirm your support of our credit union objectives of:
 - (a) the promotion of thrift among our members by the accumulation of their savings;
 - (b) the creation of sources of credit for the benefit of our members at a fair and reasonable rate of interest;
 - (c) the use and control of members' savings for their mutual benefit; and
 - (d) the training and education of members in the wise use of money and in the management of their financial affairs.

In addition to the above membership terms and conditions, specific terms and conditions will apply to certain types of account you may hold including any loan you have with us. If we make any changes to these terms and conditions in the future, we will advise you of what these are and the reasons for them.

Withdrawal from membership

You are not allowed to withdraw this Deposit and close your Castle Community Bank One Pound Share Account until all amounts due under the loan agreement have been repaid in full, after which you can withdraw this £1 Deposit if you do not wish to remain a member of Castle Community Bank. No interest will accrue on this Deposit in your Castle Community Bank One Pound Share Account. You do not need to repay £1 to My Community Finance on account closure as they made a gift payment to you

Proof of identity and common bond

We are required by law to verify your identity and address. We will do this via an electronic identification search as part of your application. If we are unable to do this, we will ask you for alternative identification. We may also contact you to ask for proof that you meet our common bond membership requirements as set out in our Rules.

Rules

Our Rules provide further details of membership.

Loan suitability

Loans can have various uses ranging from home renovations to buying and spreading the cost of a purchase. For example when buying a car, a loan can help with the cost by spreading the repayment over the agreed period. Sometimes personal loans can also help to cover unforeseen emergencies or allow you to consolidate your existing debts into a new loan with one monthly repayment.

We do not lend for:

- business purposes
- gambling
- investment purposes (stocks, share or cryptocurrency)
- land or property (buying, leasing or paying a deposit)
- timeshares or holiday clubs; or

- anything illegal.

A loan may not be suitable for irregular or short-term borrowing of small amounts of money.

A loan is a serious financial commitment so it is important that you only enter into this agreement if you can comfortably afford the repayments and are not aware of any potential changes in your circumstances that could affect your ability to make the repayments in the future.

You will be bound by the terms of your loan agreement once it is signed. You should read your loan agreement carefully as this provides all the key information about the loan and will help you decide if the product is right for you. If you do decide to proceed, please sign the declaration accept the terms and conditions where requested.

If you have any questions or need further information or explanation about any aspect of the loan agreement, please call us on 0131 466 5006 or email info@castlecommunitybank.co.uk

You can also seek independent help from Money Helper (www.moneyhelper.org.uk) which brings together three government-backed financial guidance providers including the Money Advice Service.

Lender and borrower responsibilities

Our lending commitments

As a lender, we have a responsibility to act fairly at all times. This note sets out some of our key responsibilities and what we ask of you, to ensure that the relationship works well for both of us.

- We will lend responsibly and aim to provide a product that is affordable for you. We will carry out a full creditworthiness and affordability assessment using electronic means which will consider information from credit reference agencies and available, where you have given consent, via Open Banking. Only if we need further detailed information on your finances will you be asked to provide copies of payslips and/or bank statements.
- We will provide you with information about our products and services and how they work, in a clear and understandable way, so that you can decide what's best for you and your needs.
- We will endeavour to make sure our products and services offer, wherever possible, the flexibility to meet your needs.
- We will treat you fairly and reasonably at all times and make sure that you are provided with a high level of service.
- If you tell us about any inaccuracies, for example around the personal information we hold about you, we will act quickly to put it right.
- We will always aim to help you if we see, or you tell us, that you are having trouble financially. We will seek to understand your overall circumstances, try and identify options that you can afford using our Money Tools and where appropriate, provide an introduction to free debt advice agencies.

What we ask of you

- We ask that you provide correct and honest information as part of your application.
- We ask you to think carefully about whether you can afford to repay the money you want to borrow before signing the agreement
- To be open in your dealings with us.
- **Where you are borrowing money to consolidate existing debts (loans/cards/overdrafts) that you have you must ensure that you repay these once you receive your loan monies from Castle Community Bank. We reserve the right to carry out a further credit search to ensure this has been done. Failure to do so could result in the matter being reported to**

fraud prevention agencies which may impact your ability to obtain credit or banking facilities in the future.

- Take care of any online log-in details and other security information to help prevent fraud and help us to protect your accounts.
- Tell us as soon as possible if you know or suspect someone is misusing your confidential information e.g. your online log-in details.
- Carefully check your account statements to make sure they are accurate. If anything isn't right, please get in touch with us.

Please contact us immediately if

- You are not currently in receipt of your full monthly income e.g. due to being on maternity/paternity leave or signed off work due to long term sickness/illness.
- There are any other circumstances which may impact your ability to meet your full loan repayments now or in the future e.g.:
 - you have an addiction e.g. gambling, alcohol etc. or
 - you are considering entering into an Individual Voluntary Arrangement (IVA) or Debt Management Plan (DMP)
- In the last month you have made any other applications for or been offered/provided with credit or if you are planning to do so within the next month.
- Your circumstances change, particularly if what's happened is likely to cause you difficulties in managing your account or cause financial problems.
- You think that you won't be able to keep up with your repayments. The sooner you do this, the more likely it is we'll be able to find a way to help you.
- Your contact details change, so we can keep our records up to date.



FIXED SUM LOAN AGREEMENT

Your Loan Agreement (“Agreement”) consists of Section 1 and Section 2.

This Agreement is made on the date this Agreement is signed by or on behalf of the Lender.

You are entering into a fixed sum loan agreement with Castle Community Bank. If you requested a top-up loan (i.e. a new loan amount in addition to any existing outstanding loan that you have under a loan agreement with Castle Community Bank, the loan agreement you are now entering into (“**Top-Up Loan Agreement**”) will replace your existing loan agreement. If the loan agreement you are now entering into is a Top-Up Loan Agreement, the total balance will be that of your outstanding loan plus the new top-up amount of the loan you requested.

Section 1: Important Information

Lender	North Edinburgh and Castle Credit Union Ltd (trading as Castle Community Bank, registration number 019CUS) (“ Castle Community Bank ”, “ we ”, “ us ”, “ our ”) 49 Great Junction Street, Edinburgh, EH6 5HX Telephone: 0131 466 5006 Email: info@castlecommunitybank.co.uk Website: www.castlecommunitybank.co.uk
Borrower	XX (“ Borrower ”, “ you ”, “ your ”)
Credit intermediary/broker	Amplifi Capital (UK) Limited (trading as My Community Finance) (company number 08641995) Address: 30 Churchill Place, Canary Wharf, London, E14 5EU Telephone: 0203 375 0221 Email: info@mycommunityfinance.co.uk Website: www.mycommunityfinance.co.uk

Agreement number	xxxxxxx(this "Agreement")		
Date of this Agreement	xx-xx-xxxx		
	Description	Detail	
Type of loan	Fixed sum loan		
Duration of this Agreement	The term of the loan begins on the date this Agreement is made.	XX months	
Amount of loan	The amount you are borrowing under this Agreement	£XXXX.XX	
Interest rate	<p>The rate of interest that we charge for providing the credit. Interest accrues daily at the simple interest rate and is applied monthly to the balance of your loan account, as reduced by your scheduled repayments.</p> <p>As we charge interest on interest, the compound equivalent is the Effective interest rate set out in this section.</p> <p>Interest is charged on the Amount of loan (described above)</p>	<p>Simple interest rate: xxxx% per annum (fixed)</p> <p>Effective interest rate: xxxx% per annum (fixed)</p>	
Total charge for credit	The costs of the loan.	Interest (charged on both the amount of the loan)	£xxxxxx
		Total	£xxxxxx
NOTWITHSTANDING THE ABOVE, PLEASE REFER TO THE "POSSIBLE VARIATIONS TO REPAYMENT TERMS" BELOW IN RELATION TO THE SPECIFIED AMOUNTS.			
Total amount payable under this Agreement	The total amount payable by you under this Agreement, which includes the Amount of loan and the Total charge for loan.	£xxxxxx	
Annual Percentage Rate (APR)	<p>The APR is designed to help you compare the cost of different types of credit.</p> <p>In calculating the APR, we have assumed that this Agreement is to remain valid for the period agreed and that each party will fulfil their obligations under the terms and by the dates specified in this Agreement.</p>	xxxx%	

How and when loan will be provided	<p>Once this Agreement is made and we have received and found satisfactory all information we may require, the loan proceeds will be paid into your Nominated Bank Account. We aim to get the money to you within one or two working days of our completing all processes. If all our processes or requirements have not been satisfied, we may terminate your loan application.</p> <p>You will be legally bound by the terms of this Agreement once it is made.</p>	
First repayment	<p>You will pay the Total amount payable shown above by making regular repayments. The first repayment is the first such repayment due under this Agreement, which will be collected between 20 and 60 days after the date on which the loan is provided.</p> <p>Castle Community Bank will contact you once the loan has been provided to confirm the date on which your first repayment will be collected.</p> <p>We will collect the first repayment by Direct Debit.</p>	£XXX.XX
Monthly repayments	<p>We will collect your subsequent monthly repayments on the same day of each subsequent month, or on the next available working day if the due date does not fall on a working day.</p> <p>Castle Community Bank will contact you once the credit has been provided to confirm the dates on which your subsequent monthly repayments will be collected.</p> <p>We will collect your subsequent monthly repayments by Direct Debit.</p>	XX subsequent monthly repayments of £XXX.XX
Final repayment	<p>This is the amount of your last repayment to clear all of your obligations under this Agreement, including the Loan and interest.</p> <p>Your final repayment under this Agreement will be collected approximately XX months after the date on which the loan is provided.</p> <p>Castle Community Bank will contact you in advance of your final repayment date to confirm</p>	£XXX.XX

	the date and amount of the final payment, which may be different to the amount set out in this section.	
Possible variations to repayment terms	<p>Notwithstanding the above, the amount of the first repayment, each subsequent monthly repayment and the final repayment may vary from the figures set out above depending on your selected repayment schedule or any additional interest and/or charges which you might incur, as set out in this Agreement.</p> <p>We will contact you once the loan has been paid to you to confirm:</p> <ul style="list-style-type: none"> i) your repayment schedule, including the date on which your first repayment will be collected and ii) the amounts owed based upon your selected repayment schedule. 	
Statement of account		
You can access a statement of account anytime by logging into your account via the on-line portal which you can access from the Castle Community Bank website.		
Missing payments		
<p>Missing payments could have severe consequences, including the possibility of legal proceedings to enforce the terms of this Agreement and it may become more difficult for you to obtain credit in the future. If you do not pay as required under this Agreement, we may take steps to recover the money you owe us. These steps can include instructing debt collectors to recover the sums due and commencing legal proceedings against you. This could result in a County Court judgment (if you live in England and Wales), or a Decree (if you live in Scotland) being obtained and registered against you.</p> <p>If you still fail to pay us following judgment, we may take further enforcement action against you including starting a petition to make you bankrupt. If you own a property, we may apply to the Court for a charging order (if you live in England and Wales) or an inhibition order (if you live in Scotland) over your property to secure the money you owe us, and we may subsequently apply to the Court for the possession and sale of your property. This could result in your home being repossessed.</p> <p>If you do not pay any amount due under this Agreement on time, we can report your late payments or default to credit reference agencies. This could make obtaining credit more difficult for you in the future.</p> <p>Charges may be added to your outstanding loan balance if any of the following services are required:</p> <ul style="list-style-type: none"> • field agent collections; • tracing; • debt counselling; or • court action 		

Right of cancellation

You can withdraw from this Agreement before the end of 14 days beginning with the day after the day on which this Agreement and the date on which you receive a copy of the executed Agreement.

You have the right to withdraw from this Agreement, without giving any reason, by giving us notice of your intention to withdraw before the end of 14 calendar days starting on the later of the day after the date of this Agreement and the date on which you receive a copy of the executed Agreement. Any such notice of withdrawal may be given to us by calling Castle Community Bank on 0131 466 5006 or by emailing info@castlecommunitybank.co.uk.

If we have advanced the Loan to you before you decide to cancel this Agreement, you are required to repay the amount we have lent to you in full. There will be no charge if you cancel this Agreement before we have advanced the Loan to you.

Payment should be made directly to us by card payment or bank transfer to:

Account holder: Castle Community Bank

Account number: 09245529

Sort code: 04-00-72

Payment reference: xxxxxxxx

We may charge interest accrued on this Agreement to the date it is repaid (at the simple interest rate provided for under this Agreement) if you repay after the 14 days.

Use of personal information – credit reference and fraud prevention agencies

We will search your record at credit reference and fraud prevention agencies. We may use the information recorded by these agencies for the purposes of assessing lending risks and identifying, preventing, detecting or tackling fraud, money laundering or other financial crime. Any Credit Reference Agency ("CRA") that is used as a result of your loan application to Castle Community Bank, will keep a record of any search, and other lenders may use it to assess applications they receive from you in the future.

We will add to your CRA record, details of this Agreement with us, the payments you make under it, any default or failure to keep to its terms and any change of name or address. As a general rule, we will give you at least 28 days' notice if we decide to file a default on your credit reference file. However, we may not always give you notice beforehand, for example, if we plan to take court action.

If you give us false or inaccurate personal information, and we identify fraud, we will record this with fraud prevention agencies and may inform law enforcement agencies. We and other organisations (including law enforcement agencies may use, search and access these records from the UK and other countries (e.g. offshore operations of UK businesses) to prevent fraud and money laundering, for example when:

- 1) checking details on applications for credit and credit related or other facilities and managing credit and credit related or other facilities;
- 2) checking on details on proposals and claims for all types of insurance;
- 3) recovering debt;
- 4) checking your identity to prevent money laundering; and
- 5) checking details of job applicants and employees.

If you would like details of the credit reference and fraud prevention agencies from which we have obtained information about you under the Data Protection Act 2018, you have the right to access certain personal records we hold about you. This is called a "subject access request" which you can make by emailing us at info@castlecommunitybank.co.uk or calling us on 0131 466 5006. For further details on the rights you have in relation to your information, please see the privacy policies referred to below.

Use of personal information – general and special category data

By submitting **personal information** to Castle Community Bank, you acknowledge that it will be used in all the ways described above and in the privacy policies referred to below.

For further information on our use of personal data, please refer to the Castle Community Bank Privacy Policy at: [Privacy Policy - Castle Community Bank](#)

Where the information we collect includes details about religious organisations you are a member of, to meet our Common Bond, this is **special category data**. You must also provide your explicit consent to our processing this information for the purpose of becoming a member of the credit union. The link above will take you our Privacy Policy which explains how we treat **special category data**.

Commission

Where you have been referred to us by a third party (e.g. a price comparison website or another credit broker), we may pay that third party a fee, commission or other payment. Our credit broker, My Community Finance, may in certain circumstances also receive a fee, commission or other payment. These amounts are not payable by you.

Complaints and the Financial Ombudsman Scheme

Any complaint should be directed in the first instance to Castle Community Bank by:

- emailing info@castlecommunitybank.co.uk, or
 - telephoning 0131 466 5006 or
 - writing to 49 Great Junction Street, Edinburgh, EH6 5HX or
- in each case providing the details and nature of the complaint.

Castle Community Bank aims to always resolve complaints to the satisfaction of our customers, and will acknowledge your complaint and keep you informed of the progress of the measures being taken for the complaint's resolution. Within 8 weeks of the date of your complaint to Castle Community Bank will write to you either confirming their final decision or explaining why they are unable to do so.

If you are unhappy with the final decision, you may have the right to complain to the Financial Ombudsman Service:

- Writing to: Exchange Tower, London E14 9SR.
- Telephoning: 0800 023 4567.
- E-mail: complaint.info@financial-ombudsman.org.uk
- Webform: <https://help.financial-ombudsman.org.uk/help>
- Website address: www.financial-ombudsman.org.uk

A copy of our complaints process can be found on the website at [Complaints - Castle Community Bank](#) or is available on request.

Supervisory authority

Field Code Changed

Castle Community Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (with reference number 213877) and the Prudential Regulation Authority.

My Community Finance, the credit broker, is authorised and regulated by the Financial Conduct Authority with reference number 718749.

The regulators' details are as follows:

- Financial Conduct Authority, 12 Endeavour Square, London E20 1JN
- Prudential Regulation Authority, 20 Moorgate, London, EC2R 6DA.

Section 2: Loan Terms and Conditions

Defined terms

In this Agreement, the following words shall, unless the context requires otherwise, have the following meanings:

Agreement means this loan agreement and any reference to this agreement shall include Sections 1 and 2;

Borrower means the individual identified as the Borrower in Section 1 of this Agreement;

Collector means any collections agency Castle Community Bank may use from time to time;

Loan means a loan provided by Castle Community Bank to the Borrower, the terms of which are set out in this Agreement;

Nominated Bank Account means the UK bank account that the Borrower indicates that it will use to pay money to, and receive money from, Castle Community Bank; and

Total Amount Payable means that Total amount payable as set out in Section 1.

In this Agreement unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships and individuals.

1 Agreement

1.1 This Agreement consists of Sections 1 and 2.

1.2 You can request a further copy of this Agreement free of charge at any time during the term of the Agreement.

2 Payment

When we have processed this Agreement (including receiving all the information that we need from you and confirming we are happy), we will transfer the total amount you are borrowing to your Nominated Bank Account.

3 Repayments

3.1 You agree to repay Castle Community Bank the Total Amount Payable in the manner and at the times shown in Section 1 above, including interest on the Loan which shall be calculated at the outset for the whole period of the Loan and will be stated in Section 1 of this Agreement. The figure shown in Section 1 is calculated on the assumption that you make all repayments on time. The actual total amount due may differ depending on your actual repayment performance.

3.2 You must make payments to Castle Community Bank in Pounds Sterling by Direct Debit or by another method Castle Community Bank permits you to use.

3.3 If you have more than one loan with Castle Community Bank, you must make a separate payment on each loan. If you send payments together and do not clearly designate the loan

agreement to which the payment is to be applied, Castle Community Bank may apply payments to any of your loan agreements at its discretion.

- 3.4 We will credit payments to your loan account as of the day we receive the cleared funds, as long as we receive them within our business hours (9.00am to 5.00pm) that day. If we receive a payment after that time, we will credit it on the day after we receive it.
- 3.5 You may apply to change the date stated in Section 1 above on which the Direct Debit is due to be taken by calling Castle Community Bank on 0131 466 5006 or sending an email to info@castlecommunitybank.co.uk. If the change is approved and a Direct Debit is due to be taken on a different date from that stated in Section 1 above or previously advised to you in writing, at the time of the change, the change in interest will be calculated to ensure that you pay the correct interest that is due to Castle Community Bank and you will be informed of this change.
- 3.6 It is essential that you make the repayments set out in Section 1 on time. If you are late in paying any sums due under this Agreement, the additional charges set out under clause 6 of this Agreement may be applied.
- 3.7 Your obligation to make repayments to Castle Community Bank under this Agreement will be satisfied by paying the relevant amount into the account below:
Account holder: Castle Community Bank
Account number: 09245529
Sort code: 04-00-72
Payment reference: xxxxxxxx
- 3.8 Although we may credit your loan account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

4 Interest

- 4.1 Interest accrues daily at the Simple interest rate as set out in Section 1 of this Agreement and is applied on your scheduled repayment date each month to the balance of your loan account. You will pay the amount set out under "Monthly repayments" on each monthly repayment date, reflecting the interest charged on the Loan, and the amount set out under "Final repayment" above on the final repayment date to clear the amount representing the Loan, plus any additional charges you may incur under this Agreement.
- 4.2 As we charge interest on interest, the compound equivalent is the Effective interest rate set in Section 1 of this Agreement.
- 4.3 Interest is calculated and payable on the Amount of loan. At the beginning of this Agreement we calculate the interest you will pay over the whole period of your loan and add this to the Amount of loan and any other charges included within the Costs of the loan to determine the Total Amount Payable.
- 4.4 The Total Amount Payable and the APR assume all payments are made on time and that the Agreement is not ended early.

5 Contacting you

- 1.1 We will send you notices (as well as any other documents) by email to the email you have most recently given to us. You should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail. You can also access any documents we send to you online through the portal provided by My Community Finance.
- 5.2 We may send you alerts, important messages and other communications about your loan account by email, by SMS or in writing.
- 5.3 You must notify us immediately if you change your postal address, email address and/or mobile telephone number.

5.4 We may update your contact details if we receive information that they have changed or are incorrect.

5.5 If we have been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible if you do not receive a communication (other than information we are required to provide by law) if we send it to the address you have given us, or if we do not send the communication because previous communications have been undeliverable.

6 Late or missing payments

6.1 If you are late paying any sums due under this Agreement, in addition to the rights of Castle Community Bank under Section 2 of this Agreement, you may be charged interest on the instalment from when it is due until it is actually paid at the Simple interest rate payable under this Agreement.

6.2 Charges may be added to your debt if any of the following services are required:

- Field agent collections;
- Tracing;
- Debt counselling; or
- Litigation.

These charges will reflect the reasonable costs Castle Community Bank incurs as a result of your breaches.

6.3 If you are late in making a repayment, Castle Community Bank will initially attempt to make contact with you to resolve the matter without involving the Collector. During this period, you agree to Castle Community Bank re-presenting the Direct Debit which will have already been set up to take your monthly repayments. If that fails, Castle Community Bank will send you a letter informing you that your account will be passed to the Collector.

6.4 If the account is passed to the Collector charges mentioned in clause 6.2 may be added to the sums that they are seeking to recover from you. The total overdue amount, the charges just mentioned and any additional interest on the overdue amount will be payable by you.

7 Early repayment

7.1 You may repay early in full or in part any amount owed under this Agreement ("Early Repayment Amount").

7.2 Early repayments can only be made on a monthly repayment date falling after the date that you give notice of your intention to repay (the "**Early Repayment Date**").

7.3 For early repayments, Castle Community Bank will charge an administration fee equal to the lower of:

- (a) 60 days' interest on the Early Repayment Amount and
- (b) an amount which, when added to interest already paid on the loan, shall be equal to an interest rate of 3 per cent per month on the daily balance from the date that the loan was advanced until the Early Repayment Date.

7.4 If you remit funds to Castle Community Bank in advance of the Early Repayment Date, we will apply the funds to your loan account on the relevant Early Repayment Date. You will not be entitled to any interest on those funds in respect of the period between receipt by Castle Community Bank and the Early Repayment Date.

7.5 Should wish to make an early repayment, you can access the on-line portal and request an early repayment statement to assist you in deciding the amount to pay.

7.6 If you wish to make an early repayment, please call Castle Community Bank on 0131 466 5006 or email info@castlecommunitybank.co.uk.

8 Default and Termination

8.1 You may end this Agreement at any time by making early repayment of the full outstanding balance owed under this Agreement (as set out in clause 7). You can request a settlement statement at any time. This Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of this Agreement will continue to apply.

8.2 If you miss payments, this may have serious consequences including:

- a) we may provide information about missing payments to credit reference agencies;
- b) you may find it more difficult to obtain credit in the future;
- c) the amount you pay overall may increase;
- d) we may instruct debt collectors to recover the debt, and you may be liable for their costs;
- e) we may take you to court to recover the debt, and you may be liable for the legal costs of both your and our solicitors; and
- f) a bankruptcy application may be made against you.

8.3 We may end this Agreement immediately if any of the events in clause 8.4 occurs. If we do this, we will send you a notice terminating the agreement and then demand repayment of the full amount outstanding under the Agreement.

8.4 The events mentioned in clause 8.3 are:

- a) you fail to make any payment under this Agreement on its due date, or otherwise seriously or persistently breach this Agreement;
- b) you give us false or misleading information;
- c) you are made bankrupt, enter into an Individual Voluntary Arrangement (IVA) or become the subject of any other formal debt relief process;
- d) you become the subject of a court action which has the effect of taking away your control of the whole or a substantial part of your assets;
- e) you die;
- f) we have reasonable grounds to believe you are unable or unwilling to pay your debts when due;
- g) we have reasonable grounds to believe you are involved in fraud or other criminal activity in relation to the Loan; or
- h) in Scotland (in addition to the events referred to above) you become apparently insolvent or suffer sequestration to be awarded on your estate or effects or a receiver, judicial factor or trustee is appointed for any part of your estate or effects or you suffer any inhibition, arrestment, charge, attachment or other diligence to be issued, carried out or levied upon your estate or effect or there is exercise or threatened exercise of any landlord's hypothec or you enter into or apply for a debt arrangement scheme under the Debt Arrangement and Attachment (Scotland) Act 2002.

8.5 Before making any demand under clause 8.3, we (or the Collector on our behalf) will take all the steps Castle Community Bank is required to take by law.

8.6 We may charge interest on any sums overdue at the Simple interest rate for the period from when the payment was due until payment is received in full.

8.7 You will also be liable to pay us our reasonable costs and expenses incurred by us in connection with the enforcement of this Agreement.

- 8.8 We may use any credit balance on any other account you hold with Castle Community Bank to reduce or repay any sums you fail to pay under this Agreement. We will give you a reasonable opportunity to outstanding sums before we do so.
- 8.9 If you are having or may have difficulty making payments, please call Castle Community Bank as soon as you can.

9 Making changes to this Agreement

9.1 We may vary the other terms of this Agreement from time to time on giving you not less than 30 calendar days' written notice. We may change these terms for any of the following reasons:

- a) to reflect a change in relevant law or regulation or the way we are regulated;
- b) to enable us to respond proportionately to a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body;
- c) to enable us to give effect to any undertaking which we have given, or to respond proportionately to any undertaken given by another person, to one of our regulators;
- d) to reflect changes in fraud prevention requirements or changes in payment methods;
- e) to reflect minor changes in technology or in our systems and procedures which has happened or is about to happen, including addressing any security threats to such technology or systems; and/or
- f) to make any provisions of this Agreement clearer or fairer to you, or to correct any errors, omissions or inaccuracies or to improve the services that we provide.

9.2 The reasons for any changes set out in clause 9.1 above will not affect the terms on which the Loan is made available to you under this Agreement, or otherwise be more onerous or unfair on you. In any event, if you do not wish to be bound by any proposed variation of terms, you have the option, within the 30 calendar days' notice period, to repay early in full all outstanding amounts under this Agreement in accordance with clause 7 of this Agreement (Early Repayment). Such early repayment will be free from any additional penalties or fees.

10 Fees

10.1 No fees are payable by you for the arrangement of this loan.

11 Assignment

11.1 We may transfer any of our rights and/or obligations, or assign any of our rights, under this Agreement. If we transfer, charge or assign this Agreement to a third party or if we employ a third party to manage any aspect of your account, we may pass relevant information about you to such third party.

11.2 If we transfer all of our respective rights and/or obligations, or assign all of our rights, we transfer all of our respective rights and/or obligations, or assign all of our rights, under this Agreement, we will provide you with not less than 30 calendar days' written notice of such proposed transfer or assignment. If you do not wish to be bound by such proposed transfer or assignment, you have the option, within the 30 calendar days' notice period, to repay early in full all outstanding amounts under this Agreement in accordance with clause 7. Such early repayment will be free from any additional penalties or fees.

11.3 Clause 11.2 will not apply if we transfer any of our rights and/or obligations, or assign any of our rights, under this Agreement to one or more third parties who then appoint us (or another organisation which may not be connected with us) to manage this Agreement on their behalf so that we (or such other organisation) have the right to collect repayments from you on their behalf and apportion such payments to those third parties on such terms as we may agree with them. You agree that we shall be entitled to do this provided that your rights under this Agreement and the Consumer Rights Act 2015 are not affected. You

should note this Agreement is **NOT** regulated by the Consumer Credit Act 1974 (as may have been amended from time to time).

11.4 You are not entitled to assign your rights, title or interests in or under this Agreement.

12 Miscellaneous

12.1 English law applies to this Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you are resident in Scotland when you enter into this Agreement when Scots law will apply and the Scottish courts may deal with disputes in connection with this Agreement.

12.2 We each agree that unless we agree otherwise, the courts of the part of the United Kingdom in which you reside shall have exclusive jurisdiction over any dispute or claim that arises out of, or in connection with, this Agreement.

12.3 If any term or provision of this Agreement is or becomes, in whole or in part, invalid, illegal or unenforceable, such term or provision, or part, shall to the extent required be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

12.4 Any waiver by either party of a breach of any provision of this Agreement shall not be considered to be a waiver of any subsequent breach of the same, or any other, provision of this Agreement.

Section 3: One Pound Share Account Agreement

The following terms and conditions apply to the One Pound Share Account that you are required to hold while you remain a member of Castle Community Bank:

One Pound Savings Account

1. To have an account you must be over the age of 18.
2. Your account can only be held in your sole name.
3. The minimum deposit is £1.00.
4. The collective balance on all your savings accounts should not exceed £85,000 at any time.
5. If you take out a loan, your account will be opened when your loan is approved and funds are released to your bank account. My Community Finance will gift the £1.00 deposit to open this account.
6. No withdrawals are permitted on this account whilst there is an outstanding loan account.
7. No interest is payable on the One Pound Savings Account.
8. On repayment of your loan, you can ask us to pay you the £1.00 deposit and your savings account will be closed.

These are the 8 key terms that you need to be aware of. This account is also subject to General Terms and Conditions that apply to all our savings accounts and can be read in full here: [CCB Savings Agreement-v5.pdf \(castlecommunitybank.co.uk\)](#). You should read the General Terms and Conditions before applying to become a member, open a share account and get a loan with us.

Declaration

For your own benefit and protection, you should read these terms carefully before signing them. If you do not understand any point, please ask Castle Community Bank for further information.

Membership

By proceeding:

- you agree to apply for membership of Castle Community Bank;
- you agree to abide by our Membership terms and conditions;
- you agree to the terms of the One Pound Share Account Agreement.

Loan

By signing this Agreement:

- you agree to the terms of the Fixed Sum Loan Agreement (Sections 1 and 2);
- you confirm that the information you have given us is true and correct;
- you confirm you are in receipt of your full monthly declared income and are not aware of any potential changes in your circumstances which could affect your ability to make the repayments now or in future;
- where you have advised the purpose of this loan to be for debt consolidation, you must ensure that you repay your existing debts using these loan monies as soon as possible.

Please be aware that you can repay your loan early but we may charge you up to 60 days' interest.

This is a legal document. Sign it only if you want to be legally bound by its terms.

Signed for and on behalf of the Borrower:

Mr. Tetsing SOFIA CAETANO ApprovedOne

XX-XX-XXXX

Signed for and on behalf of Castle Community Bank:

North Edinburgh and Castle Credit Union Ltd (trading as Castle Community Bank)

XX-XX-XXXX