

## Consumer Debit Card Cardholder Terms and Conditions

These Terms and Conditions apply to the use of Your Card. Your Card is issued to You by Wolverhampton City Credit Union.

By signing your Card application, you accept these Terms & Conditions and confirm the following:

- The information you have provided is accurate and correct and you are the person whose details you have provided and notify us immediately if your contact details change;
- You can enter into this legally binding agreement with us
- You will only use your debit Card for purposes as stated in the terms and conditions
- You are 18 years of age or over and capable of taking responsibility for your own actions
- You are not acting on behalf of anyone else

These Terms and Conditions set out the terms of Our relationship with You and explain Your and Our obligations to each other including the use of the Card, PIN and Card Number.

Please refer to Wolverhampton City Credit Union's separate set of Terms and Conditions that relate to Your Account linked to this Card.

### **Definitions**

In these Terms and Conditions, the following expressions shall have the following meanings:

**"3DS"** means a 3D Secure authentication that requires you, the Cardholder to enter an additional password when you make an online purchase to safeguard against fraud.

**"Account"** means the underlying Account You hold with Wolverhampton City Credit Union linked to Your Debit Card. Please refer to a separate set of Terms and Conditions in relation to this Account, which are different to these Terms & Conditions that pertain to Your Card only.

**"Agreement"** means the Agreement with Us in relation to the Card and which is made up of these Terms and Conditions, any amendments to them as notified to You, and any other document which You are required to sign for the provision of the Card.

**"ATM"** means an automated teller machine or cash dispenser bearing the Mastercard logo.

**"Available Balance"** means the value of funds available to spend on Your Card.

**"Business Day"** means any day (other than a Saturday or Sunday) on which Wolverhampton City Credit Union is open for Business in the United Kingdom.

**"Card"** means the plastic Card issued to You in accordance with these Terms and Conditions.

**"Card Carrier"** means the piece of paper that is attached to Your Card when Your Card is dispatched to You.

**"Cardholder"** means You, the authorised user issued with a Card who enters into the Agreement.

**"Card Issuer"** means Wolverhampton City Credit Union

**“Card Number”** means the 16-digit number on the front of Your Card.

**“Card Services Support”** means the website or helpline operated on behalf of Your Financial Institutions, which deals with queries and requests from Cardholders in relation to the activation and the use of a Card under these Terms and Conditions. The contact details for Card Services Support are detailed on the reverse of Your Card.

**“Cashback”** Use of the Card to obtain cash from a Retailer who has agreed to accept the Card in conjunction with a purchase from that retailer.

**“Contactless Transactions”** means a transaction that is carried out by tapping your Card on the electronic terminal, if it is enabled to accept Contactless Transactions.

**“Debit Transaction”** means any authorised payment made out of your account by you

**“Fees and Charges Schedule”** means the fees and charges that are imposed upon the Cardholder by Wolverhampton City Credit Union which will be provided to the Cardholder upon receipt of the Card application and which is subject to change from time to time. Each schedule is deemed to form part of this Agreement.

**“Mastercard”** means Mastercard International the scheme, who operate the Card programme.

**“Merchant/Retailers/Supplier”** means any person, firm or company that supplies goods and/or services that displays the Mastercard logo and accepts your Card for transactions.

**“Optimus”** means Optimus Cards Limited (company registered number 09044866) who are the program managers responsible for the support provided to the Card Issuer and Cardholder, whose registered office is at De Montfort House, High Street, Coleshill, B46 3BP.

**“PIN”** means the personal identification number sent to You (or which you have chosen) for use with the Card.

**“Recurring Transaction”** means continuous debit transactions that are debited from your account at agreed interval authorised by you

**“Terms and Conditions”** means these Terms & Conditions and those set out in any product leaflet, Card Carrier or Financial Institution website.

**“Transaction”** means any cash withdrawal or retail sale (as appropriate) completed by You using Your Card.

**“We”, “Us” or “Our”** means Wolverhampton City Credit Union, any agent acting on behalf of Wolverhampton City Credit Union and any other person or entity to whom We may transfer or assign Our rights and obligations in the future.,

**“You” or “Your”** means the Cardholder and Account holder for which the Card is issued.

## **1. Your Card**

- 1.1 This Card issued by Wolverhampton City Credit Union to You, is a Mastercard Debit Card and is not a Credit Card or Charge Card. You must not attempt to use Your Card to obtain credit. The Card shall remain the property of Wolverhampton City Credit Union at all times.
- 1.2 Your Card is issued to You for use by You only and cannot be used by any person other than You. If We find that Your Card is being used by any person other than You, We may deactivate the Card.
- 1.3 You will be liable for all transactions that have been authorised by you, the Cardholder.
- 1.4 If You receive the Card and You are under the age of 16, You must contact Card Services Support immediately. You must not use the Card and You must cut it into pieces through the magnetic stripe and chip and dispose of it carefully.

## **2. Receipt of Card and Card Activation**


- 2.1 On receipt of Your Card, You must sign it immediately on the reverse. You must then activate Your Card in one of the following ways:
- Telephone Card Services Support on the number provided to You by Wolverhampton City Credit Union
  - At the local branch of Wolverhampton City Credit Union with acceptable identification with You
  - Your first ATM transaction
- 2.2 You must activate Your Card within 1 month of receipt.
- 2.3 By signing the Card, You have received a copy of Your Agreement and agree to be bound by and comply with its terms, including the Fees and Charges Schedule given to You by Wolverhampton City Credit Union and that You accept the Card and consent to the use of Your personal information as set out in clause 16.

## **3. Using Your Card**

- 3.1 Each time You use Your Card You authorise Us to reduce the value available on Your Card by the amount of the Transaction and any applicable fees as set out in the Fees and Charges Schedule. Charges may be payable for the Use of Your Card and are available from Wolverhampton City Credit Union
- 3.2 You may also use Your Card to carry out the following where applicable:
- Making payments for goods and services either online or at any Merchant displaying the Mastercard logo
  - Withdrawing cash at any bank or ATM worldwide which displays the Mastercard logo
  - Carrying out a purchase with cashback transaction where this service is available
  - Undertake recurring transactions giving consent to a supplier or merchant to obtain repeat authorisations
  - Making or receiving payments into your Account using your Card

- 3.3 A PIN will be provided to use with Your Card. Once Your Card has been activated You may change Your PIN at certain ATM's which have this facility and display the Mastercard logo. You must notify Card Services Support immediately if You believe that Your PIN has been obtained or changed without Your consent.
- 3.4 You must ensure that Your Available Balance on Your Card is sufficient to cover the amount of any Transaction (including fees) incurred by using Your Card.
- 3.5 You can check Your Available Balance online through Wolverhampton City Credit Union website (where applicable). If there is an entry which appears to be incorrect You must contact Card Services Support immediately.
- 3.6 When You make a payment using Your Card, that Transaction will be pending against Your Available Balance immediately and Your Card will normally be debited within 2 business days, although, in some circumstances, this may take longer, including transactions outside of the UK.
- 3.7 We shall not be obliged to carry out Transactions on Your Card in any particular order and You will be responsible for all Transactions that are debited from Your Card.
- 3.8 If an incorrect transaction is made on Your Card by Us, then We will correct it. If We make the correction on any day after the date of the error, then it will be reflected on Your Available Balance as soon as possible.
- 3.9 We are not responsible or liable for any Merchants that do not accept payment using Your Card and it is Your responsibility to check the policy with each Merchant. Nor do We accept responsibility for any goods or services purchased with Your Card.
- 3.10 We may apply certain restrictions to Your Card which they will advise You of, or We may, at Our sole discretion, restrict or refuse to authorise the use of Your Card or suspend Your Card where We consider that any use would be a breach of this Agreement, or We believe that You or a third party has committed or plan to commit crime.
- 3.11 We may charge You a fee for any declined Transactions.
- 3.12 We reserve the right to close or suspend Your Card indefinitely if there is suspicion of fraud (for example: repeated declined Transactions) or if you have breached any of the Card Terms & Conditions.

#### **4. Contactless**

- 4.1 Contactless is a way of making payments on Your Debit Card without using Your PIN.
- 4.2 Your Card has the contactless symbol  on it, so it can be used to payments by simply holding your Card up to any reader with the contactless symbol up to £45.
- 4.3 You must activate the Contactless element of Your Card upon receipt. This can be done by carrying out a transaction that requires You to enter Your PIN. Once You have carried out one transaction using Your PIN, You will now be able to use Your Card for Contactless Payments.

4.4 For additional security, after a number of contactless transactions in a row, You will be required to enter Your PIN again.

## **5. Recurring transactions**

5.1 You use the Card to set up a regular payment (recurring transaction) to be made you're your Debit Card, which can be cancelled by You contacting the retailer, or other party You had made the arrangement with.

5.2 If you ask us to stop the payments, you must notify us no later than the business day before the payment was due to take place. We also advise you to contact the person you make payment to, so they do not try for the payment again. You will also need to contact them to cancel any agreement you hold with them as we cannot do this on your behalf.

5.3 By cancelling a recurring Card transaction, You will have withdrawn authorisation for future transactions. Any further transactions would be classed as unauthorised. Costs for cancelling a recurring transaction are outlined in Your fees & Charges schedule provided to You by Wolverhampton City Credit Union.

## **6. Security**

6.1 Upon receipt of Your Card, You must take reasonable steps to prevent the Card and Pin being lost or stolen. You must not allow anyone else to use Your Card or PIN.

6.2 You must inform Card Services Support immediately if Your Card has been lost or stolen or You have suspicions that someone else is using or has tried to use Your Card or PIN or where a Card is damaged or does not work.

6.3 The Card and any other materials issued to You are the property of Wolverhampton City Credit Union or are licensed by Optimus Cards.

6.4 If We request for Your Card or any other materials to be returned, You must return them to Wolverhampton City Credit Union immediately.

6.5 If you identify or suspect fraud has occurred in relation to your Card, you will contact Card Services Support immediately.

6.6 You will be liable for any transactions using Your Card whilst lost or stolen if you do not notify Card Service Support immediately or if it is proven that You were negligent in the use of Your Card, PIN or any related security.

6.7 We may deactivate Your Card at any time if we suspect any fraud or misuse in relation to the Card, PIN, or if there is any breach of this Agreement by You, or where We are required to do so by law.

6.8 As a consumer, Your liability will be limited to an overall limit of £30 of the loss. (If, however, You were negligent in the use of Your Card, You will be liable for all losses) and the Card will then be cancelled. You will be asked to provide Your details in order for Card Services Support to verify they are speaking to the Cardholder. Upon cancellation, and where applicable, a new Card and PIN will be ordered subject to the associated fees.

- 6.9 You may be asked to help Us, Our agents, or the police if Your Card has been stolen and We suspect that there has been fraud or misuse or if You have notified Us of a disputed Transaction (see section 10).
- 6.10 In respect of replacement Cards issued under clause 6.7 above, Wolverhampton City Credit Union reserve the right not to reissue a Card.

## **7. Cancellation of Your Card**

- 7.1 You have a legal right to cancel Your Card without giving Us a reason or incurring any costs for a period of 14 days from the date that You receive Your Card. For the purposes of this clause, the date You receive Your Card is deemed to be 2 working days following the despatch of Your Card. This will not entitle You to a refund of any charges made in respect of the Card production, Transaction fees or cash withdrawal fees set out in the Fees and Charges Schedule provided to You by Wolverhampton City Credit Union.
- 7.2 If You cancel Your Card, We will immediately block the Card.
- 7.3 You will be liable for all Transactions and charges incurred until We receive Your notice of Cancellation. You will also be liable for all Transactions and charges incurred after We have received Your notice of cancellation and where We can demonstrate You carried out the Transaction or incurred the relevant charge prior to the Card cancellation. For example, if You carry out a Transactions and cancel Your Card the following day, You will still be liable for the Transaction even if the Transaction does not show on Your account until after You have submitted Your notice of cancellation.
- 7.4 If Your Card is cancelled by You, Wolverhampton City Credit Union, or Card Services Support You must cut the Card into pieces through the magnetic stripe and chip, then dispose of the Card and any other related materials carefully.

## **8. Expiry of Your Card**

- 8.1 Your Card has an expiry date and We will not authorise or process any Transactions conducted using Your Card once Your Card has expired.
- 8.2 Wolverhampton City Credit Union will provide You with a new Card prior to the expiry date on the Card subject to the associated fees which are outlined in your fees and charges provided to You by them.
- 8.3 If You do not wish to renew Your Card, please contact Card Services Support or visit Wolverhampton City Credit Union's branch.

## **9. Travelling Abroad / Moving Abroad**

- 9.1 You must ensure that you inform Card Services Support of any intended travel abroad, to ensure any payments you make, whilst away, are less likely to be blocked by our transaction monitoring systems.
- 9.2 If you do have an unexpected block on your Debit Card you can call Card Services Support who will verify some transactions with You so that the block can be removed.

- 9.3 If You change Your country of residence that is outside of the scope of this Card, You must notify Wolverhampton City Credit Union immediately.

## **10. Disputed Transactions**

- 10.1 If You believe that a Transaction carried out was not authorised by You, or if it has appeared on Your Card in error (disputed transaction), You must attempt to resolve a disputed Transaction with the Merchant prior to telephoning Card Services Support to pursue the dispute on Your behalf.
- 10.2 If You are unable to resolve the dispute with the Merchant, You must contact Card Services Support no later than 60 days from the date of the disputed Transaction. We will investigate any disputed Transaction in accordance with the Mastercard scheme rules.
- 10.3 Where You raise a dispute regarding an authorised transaction, We will credit Your account back temporarily whilst we investigate the dispute on Your behalf.
- 10.4 Where You believe Your Card was used without Your authority, You will need to notify the police. The crime reference number and details of the police station to which the theft was reported to will be requested by Card Services Support to enable them to process the dispute upon Agreement with Your Financial Institution.
- 10.5 If Wolverhampton City Credit Union refunds a disputed Transaction to Your Card account and subsequently receives information to confirm that the transaction was in fact authorised by You, and correctly posted to Your Card, Your Financial Institution will deduct the amount of the disputed Transaction from Your Available Balance. In the event that this Transaction is for an amount greater than the Available Balance, You will immediately, on receipt of written notice from Card Services Support or Your Financial Institution, pay any outstanding amount owed.
- 10.6 Where a request, Transaction, disputed Transaction, arbitration, or reversed Transaction involves third part costs, You will be liable for such costs and they will be deducted from Your Card balance or otherwise charged to You.

## **11. Amending these Terms and Conditions**

- 11.1 We may change these Terms and Conditions (including charges) at any time subject to the notice provisions below (section 11.4) and will inform You of any changes by one or more of the following ways:
- By writing to You
  - By updating Wolverhampton City Credit Union website (where applicable)
  - By email or text
- 11.2 We may change these Terms and Conditions at any time for any of the following reasons:
- To ensure business remains competitive
  - To allow Us to improve services or facilities
  - To take account of a change or anticipated change in market conditions or Wolverhampton City Credit Union practice
  - To reflect a decision by a court, ombudsman, regulator or similar body
  - To reflect changes in law and/or regulatory requirements
  - To reflect any changes in our partners ownership.

11.3 We may also change the Terms and Conditions of Your Card at any time for any other necessary reason.

11.4 We shall apply the following notice provisions:

- If the change is to Your disadvantage, We will advise You at least 30 days before any changes to these Terms and Conditions are made and at any time up to 60 days from the date of notice, You may, for this reason, without notice, cancel Your Card and terminate the Agreement without any charge, provided You inform Us that this is the reason for Your cancellation.
- We may have to make any other change immediately and We will advise You within 30 days.

11.5 If You are not satisfied with any changes made to Your Terms and Conditions, You may cancel Your Card and terminate the Agreement at any time in accordance with clause 7.1.

## **12. Fees and Charges**

12.1 Those services that incur fees and charges, details of which will be provided to You by Wolverhampton City Credit Union, for which You, will be responsible for.

12.2 These fees and charges vary depending on the products and services You use. If You use the services in a currency other than the currency in which the services are denominated, the amount deducted from Your Available Balance will be the amount of the Transaction, converted to Your account currency using the rate set by the Mastercard system on the date the Transaction is processed. (details on these rates can be obtained from Mastercard). You may also incur foreign exchange charges for these types of Transactions which are set out in Wolverhampton City Credit Union's fees and charges.

## **13. Termination Suspension or Restriction of Your Account**

13.1 We may terminate suspend, for such period as required, Your use of the services at any time without prior notice when:

- In the event of any fault or failure in the data information processing system
- We believe that You have used or are likely to use the services, or allow them to be used, to commit a criminal offense or if You are found to be in breach of this Agreement
- We believe any Available Balance may be at risk of fraud or misuse
- We have reasonable grounds to suspect fraudulent or unauthorised use of your Card or PIN
- We have reasonable grounds to believe the security of your Card or PIN is at risk
- We suspect that You have provided false or misleading information
- By order or recommendation from the Police, Governmental or Regulatory Authority
- You breach any of the Terms and Conditions of this Agreement
- Upon Your death or if You become incapacitated
- At Our discretion, if You become bankrupt or insolvent

13.2 Termination of Your Card either by You or Wolverhampton City Credit Union, will not affect Your rights and obligations, or that of the Wolverhampton City Credit Union arising under this Agreement prior to termination.



13.3 Restrictions may be applied for one of the following reasons:

- Legal or regulatory requirements
- Industry or codes of practice changes
- Changes in banking practices

#### **14. Contacting Us / Contacting You**

14.1 You can contact Card Services Support by telephoning 0330 088 1728, or in writing to Card Services Support, PO Box 16757, Birmingham, B46 9DP.

14.2 Any correspondence that needs to be sent for Your attention will be mailed to the address that We and Card Services Support holds for You. (This service may also be available online where applicable and linked to Your online banking).

14.3 You must notify Us immediately if You change Your name, address or any other changes that would be relevant to Your Card account. If You do not inform Us of a change in contact information, then We/Card Services Support will contact You using the information they hold on the system.

14.4 You are responsible for ensuring that all contact details are up to date and any instruction You have given in updating these records are accurate and complete. Neither Us, Card Services Support or Mastercard can be held liable for any loss or damage You suffer if the information or instruction You provide is in any way inaccurate or incomplete.

14.5 Please note that telephone calls between You, Your Financial Institution and Card Services Support may be recorded for security, training and monitoring purposes, and to ensure that any instructions are carried out correctly.

14.6 By using Your Card, You are agreeing that We may, at Our option and/or in connection with the services provided, contact You by telephone, email, letter or text and also use and record electronic information, original documents that You will not object to any electronic records or electronic information being used including without limitation in any proceedings, purely because they are in electronic form or because they may not be the best evidence available of the matters to which they relate.

14.7 If We suspect or identify any activity that We believe to be fraudulent on Your Card, We may need to contact You. We will contact You using the quickest way, which will include:

- Text Message
- Telephone

Therefore, it is important that You ensure that You have provided Us with Your most up to date contact details.

#### **15. Complaints**

15.1 We consider a complaint to be an expression of dissatisfaction made by You in relation to the services We provide relating to this Card. We will try to resolve any complaint within 15 Business Days of receiving Your complaint.

15.2 In exceptional circumstances, where we cannot resolve your complaint within 15 Business Days, we will aim to do this within 35 Business days and will inform you if this is the case.

15.3 We have procedures in place to make sure we handle Your complaint fairly and within a timely manner. You can raise a complaint in one of the following ways:

- Telephone Card Services Support
- Write to Your Wolverhampton City Credit Union
- Attend the local branch of Wolverhampton City Credit Union

15.4 If You are dissatisfied with how we have dealt with Your complaint, You have the right to contact the Financial Ombudsman within six months of Your complaint date:

- Writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Telephone: 0800 023 4 567 from landlines, 0300 123 9 123 from mobile phones or +44 20 7964 0500 for calls from outside the UK and
- E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

If you do refer your complaint to the Financial Ombudsman Service, this will not affect your right to take legal action.

## **16. Data Protection – How we use Your Information**

16.1 You agree that We may process Your personal data that relates to You and belongs to You in order to allow Us to provide You with these services which will be processed in accordance with the relevant Data Protection Laws.

16.2 The information that we hold and process on You are under the terms of the UK's Data Protection Act 2018 and General Data Protection Regulation.

16.3 Where we process Your information outside of the EEA using third parties, Wolverhampton City Credit Union and Card Services Support are responsible for ensuring Your personal information continues to be protected during this type of transfer

16.4 We will process, manage, control release and record information about you to:

- Search fraud prevention agencies records
- Detect & prevent fraud, money laundering, terrorism and other criminality
- Adhere to regulatory and legal requirements
- Provide and manage Your Card and services we provide to You

16.5 We may release personal information about You to fraud prevention agencies, We will inform fraud agencies if we suspect that you have given Us false or inaccurate information for financial gain or We suspect fraud.

16.6 Fraud prevention agencies will share search details and account information with Us and other organisations so that;

- Applications can be assessed for services and manage accounts
- Your identity can be verified to prevent money laundering or any other predicate crime;
- Fraud can be detected, prevented or to prosecute fraud and other crimes; and
- Any debts can be traced and recovered.

16.7 The Fraud prevention agencies may share records with other organisations and will also use personal information for statistical analysis about fraud.

## **17. Liability of Service Providers**

17.1 Wolverhampton City Credit Union, Card Services Support or Mastercard shall not be liable to You:

- For any direct or indirect loss or damage (other than that which cannot be excluded by law) You may suffer as a result of Your use, inability to use Your Card or any loss or damage You suffer as a result of a third party using Your Card or Pin.
- In any circumstances for any direct or indirect loss or damage (other than that which cannot be excluded by law) that does not arise directly from the matters for which Wolverhampton City Credit Union are responsible, or which is beyond Our, Card Services Support or Mastercard's reasonable control or which We, Card Services Support or Mastercard could not reasonably foresee.
- At any time due to technical, security, maintenance, administration or other reasons, temporarily suspend the use of Your Card for such period as We may require without incurring any liability to You.
- For any loss, whether direct or indirect, or for consequential loss, or for any inconvenience arising from any failure to provide the service to You as a result of industrial action, power failure technical, malfunction of Our systems, or for other causes beyond Our reasonable control.
- Unless otherwise agreed by Us in advance, any liability We may have to You will be limited to the actual amount of any loss or damage You incur or suffer

17.2 Wolverhampton City Credit Union, Card Services Support or Mastercard cannot guarantee that a merchant will accept Your Card or will authorise any particular transaction. We shall not be liable for any direct or indirect loss or damage You may suffer in the event that a Merchant refuses to accept Your Card through Your Card being suspended or cancelled.

## **18. Your liability**

18.1 You will be liable to Us, (and agree to indemnify Us against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incur, or which are brought against Us, if You have acted fraudulently or have been negligent or misused Your Card or Pin or breached these Terms and Conditions including the costs of any legal action taken to enforce this Agreement.

18.2 Wolverhampton City Credit Union or its service providers shall not be bound to recognise the interest or claim of any person other than that of the Cardholder in respect of the Available Balance on the Card, nor shall We be liable in any way for failing to recognise such interest or claim (except as required by law).

18.3 No claim by You against a third party may be the subject of a defence or counterclaim against Us, Optimus, Mastercard or any other provider of services to Us.

## **19. 3D Secure**

- 19.1 A new European requirement has been created to make online payments more secure. When a UK/European shopper makes a payment, extra levels of authentication will be required at the time of the transaction. The authentication tool is called 3D Secure and your Card is automatically enrolled for use with 3D Secure service.
- 19.2 When you use 3D Secure we are able to verify your identity. We do not verify the identity of any organisation that you contract with on the internet nor do we make any statement about the goods or services of any participating organisations that you order from.
- 19.3 Your Mobile Phone Number must be recorded with us before you can use this service and You must ensure that your Mobile Phone can receive SMS at the time of your purchase.
- 19.4 When you use 3D Secure to purchase on the internet from a participating organisation you will be presented with an electronic receipt and the One-Time Passcode (OTP”)will be sent automatically to your Mobile Phone. Without Your One-Time Passcode, the internet purchase cannot take place at participating organisations.
- 19.5 If You change Your Mobile Phone Number or Your address (including Your Email Address) You must notify Us immediately to ensure that Our records are up to date.
- 19.6 You will be responsible for any fees or charges imposed by Your mobile phone service provider in connection with Your use of 3D Secure.
- 19.7 You agree that, when making a payment using Your Card, an instruction using Your One-Time Passcode will be treated by Us as Your consent to comply with that instruction and We will treat it as a valid and irrevocable instruction to Us.
- 19.8 You are responsible for all instructions sent using Your One-Time Passcode. You are responsible for ensuring that You keep Your One-Time Passcode secure.

## **20. General**

- 20.1 You may not assign any or all Your rights or obligations under these Terms and Conditions, but We may do so at any time.
- 20.2 Each of these clauses are separate from all other clauses, so that if one clause, or part thereof, is found to be void or otherwise unenforceable, it will not affect the validity of any of the others or part of such clauses.
- 20.3 If We do not enforce any of the rights We have under this Agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.
- 20.4 Upon termination of this Agreement, the Terms and Conditions that are capable of continuing to apply will do so.
- 20.5 Apart from Wolverhampton City Credit Union, a person who is not party to this Agreement may not enforce any of its terms.

- 20.6 These Terms and Conditions will be governed by, and will be construed in accordance with, the laws of the United Kingdom and the courts of the United Kingdom will have exclusive jurisdiction.
- 20.7 You and Wolverhampton City Credit Union agree that these Terms and Conditions and any communication shall be in English.