

## Sheffield Credit Union SCUBA*lite* Contract

In setting up this account with Sheffield Credit Union, I am entering into a contract whereby I am requiring Sheffield Credit Union to undertake to receive an agreed amount of my income and to pay agreed regular bills on a regular agreed date, from a non-withdrawable SCUBA*lite* account .

- In order to make these payments, I understand that I must continue to have the agreed income paid into my Credit Union "SCUBA*lite*" account while this contract is in place.
- I agree to let Sheffield Credit Union know if my income is likely to change, as soon as I am aware of it.
- I agreed to inform Sheffield Credit Union of any changes to the amounts or dates of my bill payments, giving at least 10 days' notice of the changes.
- If I wish to close my account, I agree to give 30 days' notice of this.
- I will have the right to appeal against the requirement to give a full 30 days' notice in exceptional circumstances.
- If changes in my income result in insufficient funds in the SCUBA*lite* account to cover my bills, I agree that Sheffield Credit Union Ltd may apply funds from my other accounts to cover these bills, with my verbal permission, in order to ensure the bills are paid without further signatures from me.

I therefore agree that in having this account in place with Sheffield Credit Union, I am permitting my bill payments to be prioritised from my SCUBA*lite* account, before remaining funds are made available for me to withdraw.

I agree to the terms & conditions on the attached sheet, and to payment of the bills specified in my SCUBA*lite* Application and understand that if the bill payments are changed, a bill change request form will be required from either the housing provider or myself, giving at least 10 days' notice of the required change.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Member Number \_\_\_\_\_

Credit Union Officer \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

## Sheffield Credit Union SCUBA*lite* Terms & Conditions

### 1 Definitions and Interpretation

1.1 In these terms and conditions, the following expressions shall have the following meanings:-

1.1.1 "**Provider**" means the company (Sheffield Credit Union Limited) and where relevant, its partners, directors, employees and officers.

1.1.2 "**Member**" means the individual(s) agreeing to enter into a SCUBA*lite* account agreement with the Provider and who acknowledges and accepts the Provider's terms and conditions.

1.1.3 "**Creditor**" means the payee who will receive payments via the SCUBA*lite* account agreement.

### 2 Data Protection

2.1 Sheffield Credit Union (the Provider) agrees to comply with the terms of the Data Protection Act 1988.

2.2 The Member's personal information will be treated as confidential and only shared by the terms agreed to in their application, with Sheffield City Council, DWP, the Member's housing provider, for the purposes of ensuring the efficient and effective running of the account. This information may also be shared at their request or to prevent fraud or by order of the courts. It is their responsibility to ensure that their contact details are always kept up to date with the provider.

2.3 The Member is entitled to a copy of the information held by the Provider by requesting it in writing for which a fee may be charged.

### 3 Provider's Liability

3.1 The Provider shall not be held responsible for non-payment of bills where insufficient income is received into the account by the due date, or for arrears or charges incurred where the agreed amounts to be paid for bills are insufficient to cover the charges required by the creditor.

3.2 The Provider shall have no liability for any representation made by its Employees or Appointed Officers except where proven to be fraudulent.

### 4 Change of circumstance and/or contract

4.1 The member shall be permitted to make up to 1 change to individual items in their contract within the calendar year, to include changes to bill amounts. This may also include change to a different creditor with new dates. Changing dates on an existing creditor is not recommended. There will be a £5 charge for additional changes outside of this.

4.2 Changes to benefits or wages payments outside the control of the member will not be included within this limit. Changes must be requested at least 10 working days before the next payment is due.

4.3 The member must update the Provider on any changes to contact details or other details which may affect this account.

### 5 Account Provision

5.1 The Member agrees that the Provider shall receive and make payments into and from their non-withdrawable SCUBA*lite* account whilst ever the account is in operation.

5.2 Cancellation of income payments or refusing to make available sufficient income in the account to cover the specified bill payments, without giving the required amount of notice constitutes a breach of the Terms & Conditions.

5.3 The Provider reserves the right to close the account and notify all Creditors affected should the Member breach the terms and conditions of the account.

5.4 The member must give 30 days' notice of their intention to close the SCUBA*lite* account, in writing, to:

**The Manager**

**Sheffield Credit Union Ltd**

**16 Commercial Street**

**Sheffield**

**S1 2AT**

Failure to give 30 days' notice will incur a £30 administration charge to close the account and notify the Creditors, and could threaten their tenancy if this includes their housing provider.

### 6 Legal Advice

6.1 The Agreement between the Member and the Provider is a signed agreement. The Member has the right to independent legal advice prior to signing the agreement, Should the Member choose not to take independent legal advice prior to entering into the Agreement the Member agrees to be bound by the terms and conditions.

6.2 By choosing not to take independent legal advice, the Member affirms the Agreement was not signed under duress.

### 7 Charges

7.1 The Charges for the service are set at £5 per month for the SCUBA*lite* account. The account permits 1 Creditor payment per month or four week period. This account permits the transfer of up to one payment per week to a member's withdrawable shares.

7.2 This charge may be covered by your housing provider if they participate in the scheme.

7.3 Additional charges for over 1 change per calendar year are made at £5 per change (see note 4).