

Sheffield Credit Union SCUBA*lite* Contract 2018

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 agree to sign benefit transfer letters to assist in my benefits being transferred back to Sheffield Credit Union if there are any issues with my payments.
- 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 may apply funds from my other accounts to cover these bills, but only from the income streams that I have included in my SCUBA*lite* Application Form, in order to ensure the bills are paid without further signatures from me. If any changes in my income occur I will complete a new application form to include further or different income sources.
- I agree to notify Sheffield Credit Union in writing via a change request form or written letter, of my tenancy end date. Sheffield Credit Union Ltd will confirm this with my housing provider where my housing provider pays for the SCUBA*lite* account, before settling the final rent payment due.
- At the end of the tenancy, I agree that the final rent payment will be made to my housing provider on their instruction on the usual next payment date. If I disagree with any final payment I will inform Sheffield Credit Union before the payment is due to be made, who will take steps to investigate the situation, which may include requesting my rent statement, tenancy agreement and notice letter. If the payment has already been made, I understand that the issue will need to be resolved with my housing provider directly.

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 Form 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. I understand that only 1 change to the bill payment can be made without additional administration charges either to me or the housing provider, as applicable.

Please Note: We recommend that all forms are submitted either in person at one of our offices or by post.

Please be aware that should you choose to send any personal or sensitive information to us by email this will be at your own risk and we cannot accept any responsibility for a third party acquiring this via unlawful actions outside of the organisations control.

You can subscribe or unsubscribe from receiving marketing information and change your marketing preferences at any time. We will only send information on our products and services and your details will not be passed to third parties. Please use the details in the header to contact us about your marketing preferences.

Signed _____ Date _____

Print Name _____ Member Number _____

Credit Union Officer _____ Date _____

Print Name _____

Sheffield Credit Union SCUBA/ite Terms & Conditions

All funds in the SCUBA/ite account up to £85,000 are covered by the Financial Services Compensation Scheme (maximum account balance for Sheffield Credit Union is lower than this and subject to Rulebook and Policies).

1 Definitions and Interpretation

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 30 day notice 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 account agreement.

2 Data Protection

2.1 Sheffield Credit Union (the Provider) agrees to comply with the terms of the General Data Protection Regulations (GDPR)

2.2 The Member's personal information will be treated as confidential and only disclosed via an information sharing agreement signed by the member. This information may also be shared by the terms of your loan agreement **or** to prevent fraud or by order of the courts. It is your responsibility to ensure that your contact details are always kept up to date with us.

2.3 The Member is entitled to a free copy of the information held by the Provider by requesting it in writing. The credit union shall provide this within one month. For complex or numerous requests, this may be extended by a further 2 months. This will be explained to the member by the end of the initial month. We may decide to charge a reasonable fee or refuse to respond where requests are unfounded, excessive or unduly repeated. The fee, if charged, will account for costs of administration.

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 a total of 1 change to 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. Changes must be requested at least 10 working days before the next payment is due.

4.2 Changes to benefits or wage payments outside the control of the member will not be included within this limit, but reductions of this may lead to some bills being unpaid and/or less funds being available to withdraw. We would recommend contacting us if payments are being reduced.

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 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 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 £10 per month for the SCUBA account. The account permits 5 Creditor payments per month. This account permits the transfer of up to 4 payments per month to a member's withdrawable shares.

7.2 Some or all of this charge may be covered by your housing provider or support agency if they participate in the scheme.

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