

The European Union (Payment Services) Regulations 2018 (the “Regulations”)

This is your ‘Framework Contract’ with us in relation to the particular payment account referenced below and for the purposes of the Regulations.

Contact details for the Central Bank of Ireland

Address: New Wapping Street, North Wall Quay, Dublin 1
Telephone: +353 1 224 6000
Website: www.centralbank.ie

Contact details for the Aviate Credit Union

Address: Cloghran House, Corballis Way, Dublin Airport, Co Dublin
Business hours: Mon - Fri 10am - 4pm
T: +353 1 844 5187 W: www.aviatecu.ie E: info@aviatecu.ie
Register No.: 200CU
Sub Offices:
Shannon Airport, Co Clare T: +353 61 715402
Business hours: Wed - Fri 10am - 4pm
Cork Airport, Co Cork T: +353 01 844 5187
Business hours: available on www.aviatecu.ie

YOUR ACCOUNT

The following is a description of the main characteristics of the account and payment services available on the account:

Lodging and withdrawing funds; Transferring funds internally to other accounts; Acceptance of funds transferred into a members account by Standing Order, direct debit, electronic fund transfer, debit card payments; Transferring funds out of a members account on foot of a Standing Order, direct debit, electronic fund transfer; Transferring funds out of a members Budget account on foot of a Bill Payment order or utility DD; Transacting business online or via our app.

1. Giving an order for payment from your account:

When you give us an order to make a payment from your account, we will need you to provide us with the details of the beneficiary of the payment (i.e. their iban and bic, together with any relevant identification details for the payment service provider (‘PSP’) with which they hold their account). Depending on how you place your order with us (i.e. online, in our offices, by telephone etc) we may also need you verify that order by signature, by use of a password, or by use of a PIN, depending on the type of account that you hold. All of this information, taken together, is known as the ‘unique identifier’ that you must give us. In giving us that unique identifier, you will be consenting to our execution of that order for you. You cannot withdraw that consent after you have given it to us. However, if the order is for a direct debit to be taken from your account, you can revoke that order and your consent by notice to the beneficiary of that direct debit up to close of business on the business day before the funds are to be debited from your account. If the order is for a standing order to be taken from your account, you can revoke that order and your consent by telephoning us or calling into our offices up to close of business on the Business Day before the funds are to be debited from your account. In exceptional cases, we may allow you to withdraw your consent after the times specified above, but our specific agreement will be required and we will not be obliged to do this.

2. Cut-off times:

When we are given an order in relation to a payment on your account, we must be given that order before 11.30 am. on one of our Business Days. If we are given that order after that time, we will be deemed to have received that order on our next following Business Day. If we agree with you that an order is to be executed on a particular Business Day, then we will be deemed to have received that order on that particular Business Day.

3. Execution times:

We confirm that we have up to the end of the first Business Day following the date of deemed receipt under 2 above to so credit that amount. If the order is initiated by paper, we will have an extra Business Day to do this.

4. Spending limits and payment instruments:

If we give you a payment instrument on your account (i.e. a card with a PIN number, or use of online banking with a password etc), you may separately agree spending limits with us for use of a particular payment instrument. If we give you such a payment instrument for your account, you must, as soon as you receive it, take all reasonable steps to keep personalised security credentials safe. If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should notify us by telephone call immediately at 018445157 or calling into our offices.

We reserve the right to block your use of a payment instrument for any of the following reasons:

- (a) the security of the payment instrument;
- (b) if we suspect that it is, or has been, used in an unauthorised or fraudulent manner;
- (c) (if the payment instrument is connected with the provision by us of credit to you) a significantly increased risk that you may be unable to fulfil your obligations to pay; and
- (d) our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument, we will tell you about it (and the reasons for it) by telephone, email or letter unless giving you that information would compromise our security or would be prohibited by law. You may request that we unblock the payment instrument and we will do so, or replace the payment instrument, once the reason for blocking no longer exists.

5. Charges:

We only levy a limited number of charges in connection with the accounts that we offer. Details of these charges are available in our offices and on our website. These charges are incorporated by reference into this Regulation 76 Information.

6. Interest rates:

If an interest rate applies to your account, you are told this when you open your account and that interest rate is incorporated by reference into this framework contract. Interest Rates are variable and we reserve the right to change these rates upwards or downwards as the Board determines without notice as per Section 78 (5) of S.I. No. 6 2018 but shall not at any time exceed one per cent per month on the amount of the loan outstanding at that time as per Section 38(1)(a) of the Credit Union Act 1997 (as amended). You can obtain confirmation of that interest rate by contacting us as set out above.

7. Exchange rates:

If any payment on your account (including a withdrawal by you from your account) involves a currency conversion being made by us, we will use a reference exchange rate given to us by our bank or by Fexco (the ‘reference exchange rate’). The reference exchange rate will change daily and this is the basis on which we will calculate the actual exchange rate. On the date on which we effect the currency conversion, we will take the reference exchange rate that applies on that date. Exchange rates may change without notice as per Section 78 (5) of S.I. No. 6 2018. You can find out changes to the reference exchange rate by contacting us as set out above.

If a cheque or draft is lodged to your account, which involves a currency conversion being made by us, the cheque or draft will be presented to our bank on a collection basis. This is where we request irrevocable/final payment of funds and the account will only be credited when we are in receipt of same. Any transactions involving a currency conversion are subject to variable exchange rates and so the exchange rate used is the prevailing exchange rate on the date of receipt of funds, not the date the cheque or draft is received by us or sent for collection. Therefore, once the transaction has been initiated with us, the process becomes irrevocable. We are not liable for any loss you may suffer or any expense you may incur through the fluctuation of exchange rates. The bank may charge a fee for this service also, for which you will be responsible. We will remit the amount to you allowed by our bank in the conversion of funds to Euro.

8. Giving you information:

If we need to communicate with you, give you information or notice of any matters relating to this Framework Contract, we will do so in writing, by phone or email unless we state otherwise herein. Such information or notice will be given to you promptly upon the requirement to do so arising. You may request that we provide or make available to you, certain information (prescribed by law) relating to individual payment transactions executed on your account at least once a month and free of charge, in a manner that allows you to store and reproduce the information unchanged.

9. Copy Framework Contract:

For as long as you hold this account with us, you have the right to receive, at any time and on request by you, a copy of this Framework Contract on paper or, if possible, by secure email.

10. Unauthorised transactions:

If you become aware of a transaction on your account that is unauthorised or incorrectly executed, or if your payment instrument is lost, stolen or misappropriated, you must tell us without undue delay and, in any event, within thirteen months of such a transaction being debited from your account. You will be entitled to rectification from us if that transaction was unauthorised or incorrectly executed. If the transaction was unauthorised, we will refund the amount of it to you and, if necessary, restore your account to the state that it would have been in if the unauthorised transaction had not taken place **provided that:**

- (a)** you will bear the loss of an unauthorised transaction on your account, up to a total of €50, if the unauthorised transaction resulted from the use of a lost, stolen or misappropriated payment instrument unless (i) the loss, theft or misappropriation was not detectable to you prior to the payment and you have not acted fraudulently, or (ii) the loss was caused by actions or lack of action by us or any of our employees, agents or third parties acting on our behalf.
- (b)** you will bear all losses relating to an unauthorised transaction on your account if you incurred those losses by acting fraudulently or by failing, intentionally or with gross negligence, or if you failed to take all reasonable steps to keep the payment instrument and personalised security credentials safe, to use the payment instrument in accordance with any terms that we tell you are applicable to it, and to notify us without undue delay of it being lost, stolen, misappropriated or used in an unauthorised manner;
- (c)** so long as you have not acted fraudulently you will not bear any financial consequences resulting from the use of a lost, stolen or misappropriated payment instrument once you have notified us in accordance with this Framework Contract that it has been lost, stolen or misappropriated;
- (d)** if we have not required strong customer authentication, in accordance with applicable legal or regulatory standards, you will not bear any financial losses unless you have acted fraudulently.

11. Refunds of direct debits:

If a direct debit is taken from your account but:

- (a)** your direct debit authorisation did not specify the exact amount of the payment; and
- (b)** the amount of the payment exceeded the amount you could reasonably have expected taking into account your previous spending patterns, this Framework Contract and other relevant circumstances; and
- (c)** you give us such factual information as we may require; and
- (d)** you did not give us consent in advance to the direct debit being taken from your account; and
- (e)** neither we nor the beneficiary of the direct debit made information available to you about the transaction at least four weeks before the debit date, then you may request a refund from us of that direct debit for an eight week period following the debit date. We will then have ten Business Days to refund you, or give you reasons for our refusal to refund you and that your right to refer the matter to the FSO, see clause 17 below for further details.

12. Unique identifier:

If you give us an order to make a payment from your account and we execute it in accordance with the correct unique identifier, we will be taken to have executed it correctly as regards the beneficiary of that order. If you give us an incorrect unique identifier, we will not be liable for the nonexecution, or defective execution, of the order. We will, however, make reasonable efforts to recover the funds involved.

13. Our liability if you make a payment out of your account:

If you give us an order to make a payment from your account, we are liable to you for its correct execution unless we can prove to you (and if necessary to the beneficiary's PSP) that the beneficiary's PSP received the payment. If we are so liable to you for a defective or incorrectly executed order, we will refund the amount of it to you and, if applicable, restore your account to the state that it would have been in if the defective or incorrect transaction had not taken place. Irrespective of whether we are liable to you or not in these circumstances, we will try to trace the transaction and notify you of the outcome. If we refuse to execute a payment transaction we will provide the reasons to you and the procedure for correcting any factual mistakes that may have led to the refusal unless prohibited by law or regulatory requirements.

14. Our liability if you receive a payment in to your account:

If the payer's PSP can prove that we received the payment for you, then we will be liable to you. If we are liable to you, we will immediately place the amount of the transaction at your disposal and credit the amount to your account. If you have arranged for a direct debit to be paid into your account, we will be liable to transmit that order to the payer's PSP. We will ensure that the amount of the transaction is at your disposal immediately after it is credited to our account. If we are not liable as set out above, the payer's PSP will be liable to the payer for the transaction. Regardless of whether we are liable or not, we will immediately try to trace the transaction and notify you of the outcome.

15. Duration, changes and termination:

Your contract with us, as detailed in this Framework Contract, is of indefinite duration. If we want to change any part of the information provided herein which is required by Regulation 76, we will give you at least two months' written notice of the proposed change where required by law to do so. If you do not notify us within that two-month period that you do not accept the proposed change, you will be deemed to have accepted it. If you do not want to accept the proposed change, you must notify us in writing and you will be allowed to terminate your contract with us in relation to the account to which this Framework Contract relates immediately and without charge before the end of that two-month period. If we change an interest rate or an exchange rate in a way that is more favourable to you, we have the right to apply that change immediately and write to you soon afterwards confirming that change. We can change an exchange rate immediately and without notice if that change is based upon the reference exchange rate agreed in this Framework Contract. You may terminate your contract with us in relation to the account to which this Framework Contract relates on one month's notice in writing. We may terminate our contract with you in relation to the account to which this Framework Contract relates on giving you two months' notice in writing.

16. Governing law and language:

This Framework Contract shall be governed by and construed in accordance with the laws of Ireland, and all communication between us and you during our contractual relationship shall be conducted in English.

17. Redress:

If you have a complaint in relation to the matters governed by this Framework Contract you can write to us and we will deal with your complaint in accordance with our obligations under the Regulations. If you are not satisfied with the outcome of this internal process, you may refer your complaint to the Financial Services Ombudsman.

Contact details are as follows:

Financial Services & Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Lo-call: 01 - 5677000
E-mail: info@fspso.ie.

18. Consent:

By maintaining and/or carrying out transactions on this account, you explicitly consent to us accessing, processing and retaining personal data necessary for the provision of these payment services.

19. Current Accounts:

This document relates to the credit unions provision of payment services, excluding current accounts, the terms of which are separate and available on the credit union website.