

Name:	Account No:
Home Address:	
Phone No:	PPS No:
Employer's Name:	Email address:

Individual Accounts to be paid by standing order through B01 and B02 only. Please list all payees and date due below

Code	Description	Payee <small>(e.g. BOI, AIB)</small>	IBAN	Reference	Amount / Frequency / Date	Annual Total
B01	Mortgage/Rent 1					
	Mortgage/Rent 2					
B02	Bank S/O 1					
	Bank S/O 2					
	Bank S/O 3					
	Bank S/O 4					
<b>Total B01+B02 (A)</b>						

Code	Category	Total for year	C	Frequency or Month Due
B04	Creche			
B05	Digital TV			
B06	TV Licence			
B07	Telephone			
B08	Medical Expenses			
B09	Car Tax			
B10	Car Insurance			
B11	Car Repairs			
B12	Mobile Phone			
B13	Electricity			
B14	Gas			
B15	Fuel			
B16	Insurance: Life/House			
B17	Property Rates			
B18	School Fees			
B19	Club Fees			
B20	Holidays			
B21	Christmas			
B22	Refuse Charges			
B23	Miscellaneous			
B24	Clothing			
B25	Communion / Confirmation			
B26	Decoration			
<b>Total (B)</b>				

Items Total (A+B)		
Contingency 5%		
Deficit B/Fwd		
Service Charge	40	00
Grand Total		
Contribution per Week / Fortnight / Month		

\*Credit Limit Required

### Things you need to know...

- Maximum amount per category B04-B26 is €3000 excluding B04, B08 & B18 (Proof may be required)
- The full 5% contingency only applies from categories B04-B26
- \*Credit Limit: Subject to approval.
- Surplus funds max €20,000
- Proof of PPS Number is required
- Please read the Terms, Conditions and Data Protection Statement overleaf and sign where required

If you need help completing this for, please call us on (01) 8445187, option 3, or email us at [budgets@aviatecu.ie](mailto:budgets@aviatecu.ie)

## TERMS & CONDITIONS

Only members of Aviate Credit Union Ltd ("the Credit Union") may participate in the Budget Scheme. Members shall complete an Application form on an annual basis and indicate the month when payment is required. Each member shall review their account annually in advance of the date of commencement of the Budget Scheme. Members must ensure that they have budgeted sufficiently for the year. A 5% contingency amount shall be added to variable budget items (Household bills). Payments will be made to the Payees as indicated in the application form and in certain cases, to Members personally. Account Numbers are to be provided where direct debit payment is required. All relevant bills relating to the Budget Scheme and outlined in the Application Form must be delivered to the offices at least seven days before payment is due. All bills must clearly state the member's name and account number. Budget payments will be made only in respect of items listed in the Agreement form and alterations can only be made with the approval of the Credit Union. No add on to Budget categories are permitted during the year. The Credit Union, its Directors, Employees, Servants or Agents will not accept liability for payment, non-payment, delay in payment or error in payment of any invoice, standing order, or other account howsoever occurring or for any consequence thereof, howsoever arising. The calculation of the required contribution will be based on a 52-week / 26-fortnight / 12-month year. If contributions to the Budget Scheme are in arrears, payment will be at the discretion of the Credit Union or the account may be frozen until payments are brought up to date. Where the member holds a loan account with the Credit Union that is in arrears due to a shortfall in payments received, the Credit Union reserves the right to amend the members Budget account to support payments to the loan account. Any overdrawn balance that exists at the end of the budget year must be paid in full over the subsequent year. The Credit Union reserves the right to apply some or all paid shares held by the member to offset account arrears and/or overdrawn balances. All surplus funds can be withdrawn after the end of the budget year. On the notification of the death of a member of the Budget Scheme the account shall be closed effective from the date of death. The Credit Union shall not be obligated to reverse transactions processed after the date of death, but may choose to do so. Any overdrawn balances will be paid from shares/share insurance or any other credit balance that may exist.

## SCALE OF CHARGES

The scale of charges from year to year will be decided by the Board of Directors. Applicable charges for this year: Interest at a rate no greater than 1% per month will be charged daily to member's accounts on overdrawn balances. Interest on Overdrawn balances: 8.9% p.a. (9.29%apr) variable. Service charge: €40. Transaction charge: 25c for each transaction over 250 in number.

## CREDIT LIMITS

The account may be operated with or without a credit limit. Payments from members Budget Scheme accounts will be made subject to available funds and any credit limit that is in place. The Credit Union may opt to make a payment that causes the account to become overdrawn or exceed a previous limit. If this occurs, or a member seeks a credit limit, the member will be considered for an appropriate credit limit, which may be granted, increased or decreased at the sole discretion of the credit union. We may require personal, credit and financial information from you or other contributing persons, to enable us to assess your application. You may decrease your credit limit by giving notice in writing and repaying the excess of the current balance over your preferred credit limit. You may cancel your budget credit limit at any stage by giving notice in writing and repaying the overdrawn balance in full. Cancelling or decreasing a credit limit does not require you to close your budget account. Credit limits can be cancelled by the credit union from time to time, especially for non-payment of contributions or excessive withdrawals from the account, amongst other reasons, including arrears on any loans with the credit union.

## APPLICATION AND AGREEMENT

(i) I wish to participate in the Budget Scheme to provide the items listed and I hereby instruct the Credit Union to pay those nominated by electronic means or by cheque such monies as become due in respect of accounts or agreements furnished by me within the limits of the budgeted amounts shown. I understand that where there are not sufficient funds in the account at the time a bill is due and where adequate provision has not been made, bills will not be paid. (ii) I further irrevocably agree to have the total amount involved deducted from payroll/direct debit by equal weekly/fortnightly/monthly instalments as indicated overleaf and paid to the credit union over the period of the agreement. I understand that this account is additional to any other account I may have with the Credit Union. I understand that in my absence from work where payroll deduction cannot be made, I will be required to maintain normal contributions through direct payment to the Credit Union. (iii) I accept the scale of charges laid down by the Board of Directors from year to year. (iv) I understand that upon cessation of membership of the Budget Scheme or the Credit Union, all sums outstanding become due and immediately payable. (v) I hereby authorise the Credit Union to clear any debit balance remaining on my budget account from any funds I have in any other accounts with the credit union where no arrangements have been made to clear the account balance. (vi) I understand that the Credit Union reserves the right to decline my application or renewal without giving reason and without entering into correspondence. (vii) I understand that for the purposes of establishing credit limits, the Credit Union may obtain information about me from a credit bureau, the central credit register and/or credit reference agencies. (viii) I agree to be bound by the terms and conditions laid down by the Credit Union for the operation of the account and by provisions of the application and agreement section, by any changes or amendments in the rules and by any Board decisions made from time to time in relation to this account. (ix) I agree to the renewal of the account annually without my further consent, at the Credit Union's sole discretion. (x) This agreement shall be governed by and construed in accordance with the laws of Ireland and the Irish courts shall have exclusive jurisdiction. (xi) My signature of the Application and Agreement is appended below to denote acceptance.

NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

 Applicants Signature:

Date:

This statement describes how we, Aviate Credit Union, use your personal information when you apply for a loan or when your spouse and/or partner applies for a loan with us and your information is being used to assess that application (if applicable).

**You have a number of rights in relation to your information including the right to object to processing of your personal information where that processing is carried for our legitimate interests and the right to object to direct marketing at any time.**

The contact details for our data protection officer are as follows:

Data Protection Officer, Aviate Credit Union, Cloghran House, Corballis Way, Dublin Airport, Co Dublin, K67 F3X2; Email: [dpo@aviatecu.ie](mailto:dpo@aviatecu.ie)

#### **Personal Information we collect**

The personal information we collect about you includes the information you or your spouse or partner (if applicable) provides on this form, and in any supporting documentation, including bank statements and payslips and any information provided by third parties, including credit referencing agencies.

#### **The purposes and legal basis for processing your information**

##### **To enter into a contract with you.**

We collect and process your personal information in order to enter into a contract with you to provide you with a loan. This also includes assessing your suitability and establishing your eligibility for a loan and managing and administering the loan.

We also process your personal information in order to assist with the arrangement of insurance in connection with your loan. This processing is necessary to take steps for you to enter into a contract with ECCU.

To comply with legal obligations

We are required to process your personal information to comply with certain legal obligations to which we are subject, including:

- To meet our obligations under the Credit Union Act 1997 (as amended) and other financial services legislation and codes of practice. This may involve sharing your personal information with the Central Bank, where we are required to do so.
- Providing information to an gardai síochána, the Revenue Commissioners, the Central Bank and other enforcement agencies under various pieces of legislation to which we are subject.
- To verify your personal information provided to us and to meet our legal and compliance obligations, including detecting and preventing money laundering, tax avoidance, finance of terrorism.
- To supply information to the Central Credit Register as required by law.

##### **In our legitimate interest**

Where we process your information for our legitimate interests, we ensure that there is a fair balance between our legitimate interest and your fundamental rights and freedoms.

We may use your personal information to manage our everyday business needs, including accounting, internal reporting needs, and market research, to progress and respond to legal claims, to ensure appropriate IT security and to prevent fraud, in our legitimate interest. Our legitimate interest is the effective management of our business.

We may use your personal information to assess your creditworthiness prior to providing any funds to you or your spouse/partner (if applicable) by way of a loan, in our legitimate interest. This may include carrying out credit reviews, searching for details of your credit history and information at credit bureaus or agencies, including the central credit register. Our legitimate interest is to ensure financial stability of the credit union and to safeguard members' funds.

We may use your personal information for direct marketing purposes in our legitimate interest of connecting with our members. You can opt out of marketing communications at any time.

##### **Failure to provide information**

Where we need to collect personal data by law, or under the terms of a contract with you and you fail to provide that data when requested we may not be able to perform the contract we have or are trying to enter in to with you. We will notify you of this at the time if this is the case.

##### **Your information and Third Parties**

**Third Party Service Providers:** We may share your personal information with third party service providers that perform services and functions at our direction and on our behalf such as our accountants, IT service providers, printers, debt collection agencies, valuers, lawyers and other business advisors, marketing companies who carry out marketing campaigns on our behalf and providers of security and administrative services.

**Potential sale or merger of the Credit Union:** we may also transfer your personal information to companies we plan to merge with or be acquired by.

**An Garda Síochána, government bodies, the Central Bank or other government officials:** we may share your personal information with an Gardaí, or other government bodies or agencies including but not limited to the Central Bank and the Revenue Commissioners, where required to do so by law.

**Credit referencing agencies;** we may disclose your information to credit referencing agencies for the purposes of carrying out a credit history check. We also provide these agencies with details regarding products and services you have with us and your repayment records.

**The Central Credit Register;** we may transfer your personal information to the Central Credit Register. This is a centralised system that collects and stores information about your loans. We will provide information about your products and services and details of your repayment history.

**The ICB:** ICB will be using Legitimate Interests (GDPR Article 6 (f)) as the legal personal and credit information. These Legitimate Interests are promoting greater financial stability by basis for processing of your supporting a full and accurate assessment of loan applications, aiding in the avoidance of over-indebtedness, assisting in lowering the cost of credit, complying with and supporting compliance with legal and regulatory requirements, enabling more consistent, faster decision making in the provision of credit and assisting in fraud prevention.

**Third Parties:** We may provide your information with your nominated bank to facilitate payment of the loan funds to your account, where you have required us to do so.

**ECCU:** Where your loan is insured with ECCU we may provide them with certain information.

#### Storage Periods

We will retain your personal information for the purpose of satisfying any legal, accounting or reporting requirements. We may hold your personal information for a period of seven years from the date of completion of any contract with you, whichever is the later by reference to the statute of limitations for a legal claim under contract. We may hold your personal information for longer if required to do so by law.

#### Transfers outside the European Economic Area

We may transfer your personal data outside the European Economic Area. These countries do not always afford an equivalent level of privacy protection and in such circumstances, we take specific steps, in accordance with data protection law and to protect your personal information. In particular, for transfers of personal data, outside the EEA where there is no adequacy decision by the European Commission we may rely on contractual protection approved by the European Commission.

#### How we use Automated Processing

We may analyse your personal information by automated means to make assessments on your creditworthiness and repayment capacity when you apply for a product or service. We will use this analysis to assist us in making a decision on whether to provide you with credit such as a loan or overdraft facility. The decision to provide you with credit will not solely be based on automated means.

We may also use automated processing to assist in compliance with our legal obligations in connection with prevention of, money laundering, fraud and terrorist financing.

#### Your Rights.

You have several rights under data protection law in relation to how we use your personal information. You have the right free of charge to;

1. Request a copy of the personal information we hold about you.
2. Rectify any inaccurate personal data we hold about you.
3. Erase personal information we hold about you.
4. Restriction of processing of your personal information.
5. Object to our use of your personal information for our legitimate interests, including profiling
6. Object to our processing your information for direct marketing purposes at any stage.
7. Receive your personal information in a structured commonly used and machine readable format, and to have that data transmitted to another data controller.
8. Where processing is based on consent, the right to withdraw that consent.

These rights are in some circumstances limited by data protection legislation. If you wish to exercise any of these rights please contact the DPO.

You also have the right to lodge a complaint to the Office of the Data Protection Commission.

#### I confirm that I have read and understood this data protection statement

Applicants Signature:

Date:

**Spouse/Partner:** I can confirm that I have read and understand this data protection statement and acknowledge that my personal information will be processed to support the budget application of my spouse/partner named on this form.

Spouse/Partner Print Name:

Date of Birth:

Spouse/Partner Signature:

Date:

#### For Office Use Only

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