

St. Patrick's Credit Union (E.S.B. Staff) Limited

Member Account Terms & Conditions

February 2016

©

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St Patrick's CU (E.S.B. Staff)

Section A – Account Terms & Conditions

Section A sets out the Account Terms & Conditions which applies to all Accounts which you may hold with us. Additional terms and conditions may also apply in respect of the type of Account you hold with us.

1. Definitions & Interpretation

1.1 In these Account Terms & Conditions, the following terms shall have the meanings assigned to them below:

Access Code means any personal identification number, access code or other personalised security features or procedures issued to or used by you in connection with the Account, the Online Account Service and any other payment instrument issued in respect of the Account;

Account means any account (whether a share account or any of our non-fixed term deposit accounts) in your name (whether solely or jointly) that you hold with us;

Account Number means an up to eight (8) digit Member account number created and issued by us to identify internally an account held with us in the name of one or more individual Member(s) of St. Patrick's Credit Union

Account Statement means a statement for your Account as issued to you which contains such information particulars regarding your Account as provided for under Clause 6.3 of these Account Terms & Conditions;

Account Terms & Conditions means the terms & conditions set out in this Section A;

Acts means the Credit Union Acts 1997 to 2012;

Agreement means the terms and conditions set out in Sections A to C hereof, the Online Account Terms of Use, any signing instructions given by you in respect of your Account and any other agreement or terms and conditions relating to your Account or which may be incorporated into the Agreement from time to time;

Bank means any bank or credit institution, credit union, payment institution, electronic money institution or other payment service provider;

Business Day means a day on which Banks in Ireland are generally open for business as required for the execution of Transactions other than a Saturday, Sunday, Public Holiday or 1st May of each year;

BIC means a valid Bank identification code;

Cleared shall have the meaning assigned to that term in Clause 9.11 of these Account Terms & Conditions; and cognate terms such as "**Clear**" and "**Uncleared**" shall be construed accordingly;

Cut-Off Time means the latest time by which Payment Orders must be received on each Business Day in order to be processed on such Business Day;

Common Bond means the common bond of St. Patrick's Credit Union as determined in accordance with the Acts and the Rules;

Daily Limit means the maximum aggregate daily limit (if any) applicable to Transactions on your Account as referred to in Clause 8.9 of these Account Terms & Conditions;

Deposit Guarantee Scheme means the deposit guarantee protection scheme in Ireland administered by the Central Bank of Ireland under regulations implementing Directive 2014/49/EU of 16th April 2014 as such scheme relates to and covers (inter alia) 'eligible deposits' held with credit unions;

DIRT means Deposit Interest Retention Tax;

EPC means the European Payments Council;

IBAN means a valid international Bank account number;

Ireland means the Republic of Ireland;

Joint Account means an Account held in the name of two or more persons with us;

Joint Account Holders means the persons in whose name a Joint Account is held;

Member means a member for the time being of St. Patrick's Credit Union, and **Membership** shall be construed accordingly;

Non-Business Day means any day other than a Business Day;

Offices mean the offices of St. Patrick's Credit Union, details of which are set out in Clause 22.1;

Online Account Service means the computerised online system provided by St. Patrick's Credit Union to enable you to access your Account, to give Payment Orders and to use such other

services as we may make available from time to time through that system;

Online Account Service Terms of Use means the Terms of Use which apply for the time being in respect of the Online Account Service published by us and as updated or amended from time to time, a copy of which is available upon request from any of our Offices;

Opening Hours means in respect of our Offices, the opening hours during which such Offices shall be open to customers as set out in Clause 23.1 of these Account Terms & Conditions;

Paper Items means cheques, bank drafts and other negotiable or non-negotiable paper payment items drawn on a Bank and which are recognised or effective in law and which are in a form acceptable to us;

Payer means the person who makes or authorises a Transaction;

Payee means the person who is the intended recipient of a Transaction;

Payment Order means an instruction requesting the execution of a Transaction;

Rules means the Rules of St. Patrick's Credit Union as updated or amended from time to time;

Share means a share of €1.00 in St. Patrick's Credit Union;

St. Patrick's Credit Union, we, us and our each mean St. Patrick's Credit Union (E.S.B. Staff) Limited;

Transaction means (as applicable) any act, initiated by the Payer or the Payee, of placing or transferring or withdrawing funds from or on your Account, which shall include without limitation any lodgement, Credit Transfer or Standing Order; and

you and your(s) means the person or persons in whose name(s) an Account or Joint Account (as applicable) is held, and shall include any person who has been authorised by you to issue Payment Orders, receive information or to otherwise act on your behalf in relation to your Account.

1.2 In these Account Terms & Conditions:

1.2.1 the masculine shall import the feminine and vice versa;

1.2.2 the singular shall include the plural and vice versa;

1.2.3 references to a person shall include both legal and natural persons;

1.2.4 references to any statute, regulation or other form of legislation shall be taken as a reference to it as it may be amended, varied or replaced from time to time; and

1.2.5 the headings are used only for ease of reference, and shall not be used in interpreting these Terms & Conditions.

2. Membership

All matters in relation to applications and qualifications for and/or cessation of Membership in St. Patrick's Credit Union, as well as the exercise of any voting rights or of other rights of Membership, shall be determined in accordance with the Rules.

3. Account Opening

3.1 Only such person(s) who has/have been admitted as a Member shall be entitled to open an Account.

3.2 An Account may be opened by a Member in his or her name by such a Member completing the appropriate application form for the Account type concerned.

3.3 You will be required to provide us with such documentation and identification as we may reasonably require to enable us to comply with our customer due diligence obligations under applicable anti-money laundering legislation before opening and using your Account.

3.4 If your Account (or the balance on such Account) is one which constitutes an 'eligible deposit' under the Deposit Guarantee Scheme, then at the time of your opening such Account and annually thereafter we will provide or make available to you information on such scheme in the form of a 'Depositor Information Sheet'. You will be required at the time of opening of such Account to provide us with a signed acknowledgment of receipt of such *Depositor Information Sheet*'.

4. Operating your Account

- 4.1 You are required to maintain a credit balance on your Account at all times. No overdraft facilities shall be provided on your Account, unless otherwise so permitted in relation to such Account or as agreed by us.
- 4.2 You must ensure that there are sufficient Cleared and available funds in your Account to pay or discharge all Transactions, interest, fees and charges which are payable from or due on your Account.
- 4.3 You authorise us to accept and act on any Payment Orders issued or authorised by you in relation to the Account. Subject to and in accordance with the requirements of the Agreement, Payment Orders may be given to us:
- in person at any of our Offices (during the Opening Hours of such Offices);
 - through the Online Account Service;
 - by post;
 - by email,
- or in such other manner as we may inform you of from time to time.
- 4.4 You are solely responsible for ensuring the accuracy and completeness of all Payment Orders which you give to us. We shall have no liability or responsibility whatsoever for any delay, errors, non-execution or incorrect execution of or affecting any Transaction which resulted from any incompleteness, inaccuracy or error in or relating to any Payment Order given to us.
- 4.5 We may sometimes contact you by telephone or in writing to seek confirmation of any Payment Orders received from you otherwise than in person or in writing, but we shall not be obliged to do so on any particular occasion no matter how many times we have done so in the past.
- 4.6 You may authorise us to provide information to, and accept Payment Orders and other instructions in relation to your Account from, nominated third parties by notice in writing and have signed and delivered to us our standard Authority & Indemnity Form for such purpose(s). We are entitled to accept and act upon all such Payment Orders and other instructions received from such nominated third parties until such

time as we receive your written revocation of such authorisation. We shall be entitled to give effect to any Payment Orders or other instructions from such nominated third parties which were received by us prior to our receipt of your written revocation unless you specifically instruct us otherwise and provide us with details of the particular Payment Orders or other instructions to be refused.

- 4.7 We may require you, or any other person duly nominated by you in relation to the Account in accordance with Clause 4.6 of these Account Terms & Conditions, to provide us with appropriate proof of identity before accepting any Payment Orders or giving out any information, in relation to the Account.
- 4.8 In the event that any amount is incorrectly credited to or made available on your Account (including in respect of any Paper Item lodged to your Account which has not Cleared) we shall be entitled to debit such amount from and make any other corrective entries required to your Account without notice to you.
- 4.9 You are liable for the repayment to us of any debt which is owing on or in relation to your Account.
- 4.10 No withdrawal may be made from your Account at a time when you have any outstanding liability to St. Patrick's Credit Union (including any contingent liability) unless permitted in accordance with the requirements of the Rules and the Act.
- 4.11 Where you hold more than one Account with us, we shall be entitled without notice to set off balances between each and every such Account to satisfy all and any sums owing by you to us.

5. Overdraft

- 5.1 Notwithstanding Clause 4.1 of these Account Terms & Conditions, and save as otherwise so permitted in relation to your Account or as agreed by us, we may sometimes allow payments to be made from your Account even though there are insufficient Cleared and available funds in your Account, which may cause your Account to be overdrawn. We shall be under no obligation to do so on any particular occasion however, no matter how often we have allowed this in the past. We shall be entitled at our discretion to charge interest on the overdrawn balance on your Account which remains outstanding and at the same rate as the

highest rate then applicable to loans by us to our Members.

- 5.2 The amount of any overdraft on your Account together with interest thereon (as applicable) shall be payable by you upon demand being made by us in writing.

6. Account Information

- 6.1 Unless we advise you otherwise no passbook shall be issued to you in respect of your Account.

- 6.2 Information on the current balance on your account, as well as the information specified in Clause 6.5 of these Account Terms & Conditions in relation to individual Transactions executed on your Account, shall be made available to you via the Online Account Service or in any of our Offices.

- 6.3 A statement for your Account shall be issued to you by post or email or through the Online Account Service on a bi-annual basis (or annually in the case of a Budget Account as referred to in Section B), and/or at such other periodic intervals as we may determine from time to time. Each statement shall include the following information in respect of your Account:

- (as applicable) a statement that your Account (or the balance on such Account) is one which constitutes an 'eligible deposit' under the Deposit Guarantee Scheme;
- the balance on your Account (as at close of business on the Business Day preceding the date on which the statement is issued);
- any fees or charges applied to your Account during the period covered by the statement; and
- the information specified in Clause 6.5 of these Account Terms & Conditions in relation to individual Transactions executed on your Account during the period covered by the statement.

No Account Statement shall be required to be issued for or in respect of any period in which there have been no Transactions on your Account.

- 6.4 . If you are registered for the Online Account Service and you have opted in to receive electronic statements on your Account, the statement to be provided to you under Clause

6.3 of these Account Terms & Conditions shall be made available to you only as an e-statement through the Online Account Service.

- 6.5 Each Account Statement issued to you shall specify (as applicable) the following information in respect of each Transaction on the Account within the period concerned covered by the statement:

- the amount of the Transaction;
- a reference enabling the Transaction to be identified;
- the value date of the Transaction;
- the amount of any fees or charges payable in relation to the Transaction; and
- the exchange rate applied to the Transaction (if any).

- 6.6 All or any of the information specified in Clause 6.5 of these Account Terms & Conditions as well as the updated balance on your Account may also be recorded in a receipt issued to you at the time of your giving a Payment Order in any of our Offices in relation to the Transaction concerned (which receipt shall constitute due notice to you of particulars of the Transactions listed therein).

- 6.7 Any Account Statements issued by us to you by post or by email will be sent to the postal address or email address which you have provided to us. In the event that you change your postal address or email address, you should immediately notify us of your new address in writing. You are required to verify any change in your postal address by providing us with a current utility bill in your name for your new address.

- 6.8 You should ensure that you review any Account Statement issued by us to you as soon as practicable after receipt to ensure that there have been no unauthorised Transactions. We may not accept any liability for unauthorised Transactions where you fail to do so.

7. Fees & Charges

- 7.1 You shall be liable to pay the fees and charges (if any) relating to the operation of, or any Transactions executed to or from, your Account as may be specified on our website from time to

time. Any amendments to the fees and charges so payable shall be made in accordance with Clause 14 of these Account Terms & Conditions.

- 7.2 We shall be entitled to debit all such fees and charges from your Account without prior notice to you. We shall be entitled to do so, even if this would cause your Account to become overdrawn or increase the amount of any overdraft on your Account (as applicable).
- 7.3 The amount of any fees or charges in respect of any Transaction which are to be paid into your Account may be deducted before crediting the amount of such Transaction to your Account. Alternatively, we may debit the amount of any such fees or charges to your Account on a separate basis after the amount of any such Transaction has been credited to your Account.

8. Transactions on Your Account

- 8.1 You may submit a Payment Order in any manner provided for under the Agreement. The receipt by us of a completed Payment Order shall constitute your consent to the execution of all Transactions specified in the Payment Order.
- 8.2 A Payment Order which is received by us on a non-Business Day shall be deemed to have been received by us on the next Business Day.
- 8.3 A Payment Order may be submitted to our Offices by post or by facsimile or by email provided that:
- such Payment Order includes all necessary information to enable us to execute the related Transaction;
 - such Payment Order is given (on the face of it) by you or by a person duly nominated by you in accordance with Clause 4.6 of these Account Terms & Conditions; and
 - (in the case of any Payment Order to be given by facsimile or by email) you have signed and delivered to us our standard Authority & Indemnity Form for the giving of a Payment Order in such manner.
- 8.4 The Cut-Off Time for receipt of Payment Orders shall be 12 noon on each Business Day, unless otherwise stated in respect of a particular Transaction type. Payment Orders which are received after the applicable Cut-Off Time for the Transaction type concerned shall be deemed to be received by us on the next Business Day.
- 8.5 Payment Orders requesting the execution of any Transaction on your Account on a future dated basis shall be deemed to have been received by us on the Transaction execution date specified therein.
- 8.6 Instructions to execute any Transaction from your Account shall be processed on the Business Day on which we are deemed to have received the related Payment Order. We shall endeavour to ensure that the amount of the Transaction shall be credited to the Bank of the Payee of the Transaction (as specified in the Payment Order received by us) by the end of the following Business Day. An extra Business Day may be required to process paper initiated Transactions however.
- 8.7 Save unless otherwise provided herein, only Transactions which are to be denominated or executed in Euro may be executed on your Account.
- 8.8 We shall credit the amount of any Transaction made to your Account on the Business Day on which it is received, provided that the applicable Cut-Off Time for the Transaction type concerned has not passed. Where the amount of the Transaction is received on a Non-Business Day or after the applicable Cut-off Time has passed, the amount of the Transaction shall be credited to your Account on the next Business Day.
- 8.9 Unless we advise you otherwise, no maximum aggregate daily limit applies to withdrawals or other Transactions executed or paid from your Account on any given Business Day. If any such daily limit is so advised to you, then no Transaction may be executed or carried out which would cause this limit to be exceeded without our prior agreement or approval (which shall be given at our absolute discretion).
- 8.10 We may refuse to execute any Transaction payable from your Account if:
- any underlying or associated Payment Order given to us is incomplete, inaccurate, contradictory or is not made in accordance with the requirements of the Agreement;
 - we do not receive any confirmation required for the purposes of Clause 4.5, or the identification particulars required for the purposes of Clause 4.7, of these Account Terms & Conditions;

- the amount of such Transaction is greater than the amount of the Cleared and available funds on your Account;
 - to do so would cause the Daily Limit (if any) to be exceeded;
 - to do so would (in our reasonable opinion) cause us, or would likely to cause us, to be in breach of any legal, statutory or regulatory obligation to which we are subject;
 - any of the circumstances in Clause 15.2 of these Account Terms & Conditions apply.
- 8.11 We are not required to give you any prior notice of the refusal to execute any Transaction. We shall however subsequently give or make available to you, in such manner as we shall consider fit, notice of any such refusal within three Business Days following the due date for execution of such Transaction. No such (further) notice shall be required where such refusal relates to a Transaction which is one being made through the Online Account Service and where the amount of such Transaction is greater than the amount of the Cleared and available funds on your Account or would cause the Daily Limit (if any) to be exceeded.
- 8.12 You may transfer funds between your Accounts (or any of them) at any time subject that is to any restrictions on withdrawal or transfer from your Account(s) as may be applicable (and whether pursuant to this Agreement, the Rules, the Acts or otherwise).
- 8.13 We shall not be obliged to process Payment Orders instructed on a given Business Day in any particular order. Where there are insufficient Cleared and available funds on your Account to execute all Transactions represented by the Payment Orders received on a given Business Day, we shall be entitled to prioritise Payment Orders in such manner as we consider appropriate in our absolute discretion (including prioritising any loan repayments or fees or other amounts due and payable to us).
- 8.14 Your attention is drawn to the restrictions that apply under the Rules to any withdrawal of your Shares or the value thereof and of any deposits held by you with us, which such restrictions apply as if set out herein in full.

9. Lodgements

- 9.1 Lodgements of cash or Paper Items may be made to your Account by you or any third party at any of our Offices during the Opening Hours for such Offices. We reserve the right to refuse any lodgement however where such lodgement is made in breach of any condition of the Agreement or may cause us to be in breach of any statutory, regulatory or other legal obligation to which we are subject.
- 9.2 A lodgement receipt specifying the Account Number or IBAN of your Account (as applicable) must be completed and signed by the person making any lodgement to your Account. We may also require appropriate identification to be produced.
- 9.3 We shall conduct checks on any bank note contained in any lodgement made to your Account. If we find any suspected counterfeit or fraudulent bank note in any lodgement, we shall be entitled to refuse and retain such bank note and the value of such bank note will not be credited to your Account. If upon investigation the bank note concerned is found to be genuine, we shall credit the value of such bank note to your Account, and, where applicable, restore your Account to the state it would have been credited on the Business Day of receipt.
- 9.4 If any bank note contained in any lodgement which has already been credited to your Account is subsequently found to be counterfeit or fraudulent, we shall be entitled to debit the amount of such bank note from your Account and, where applicable, restore your Account to the state it would have been had the counterfeit or fraudulent bank note not been so credited.
- 9.5 Cash lodgements received by us prior to the Cut-Off Time will be credited to your Account for interest purposes and made available to you on the Business Day on which they are received by us.
- 9.6 Any funds or Paper Items in a currency other than Euro which are to be lodged or otherwise credited to your Account must be converted to Euro at the exchange rate for that currency on the Business Day on which the funds are to be credited to your Account. You will be liable for any foreign exchange charges payable in respect of any such conversion.

- 9.7 We shall generally only accept Paper Items denominated in Euro and drawn on a Bank in Ireland which are addressed to you personally for lodgement to your Account.
- 9.8 We may accept Paper Items denominated in other currencies and/or drawn on Banks outside of Ireland at our absolute discretion and on the terms of the Paper Item concerned (subject to and the extent permissible by any applicable law), but shall not be obliged to do so under any circumstances (even if we have done so in the past). You will indemnify us against any loss or damage we may suffer as a result of doing so.
- 9.9 We may accept Paper Items payable to third parties for lodgement to your Account at our absolute discretion and on the terms of the Paper Item concerned (subject to and the extent permissible by any applicable law), but shall not be obliged to do so under any circumstances (even if we have done so in the past). You will indemnify us against any loss or damage we may suffer as a result of doing so.
- 9.10 Any Paper Item lodged to your Account shall be sent by us to the Bank on which it is drawn for collection and payment. The Bank concerned must either Clear the Paper Item for payment or else return it unpaid.
- 9.11 Any Paper Item lodged to your Account, as well as the proceeds of any such Paper Item, shall not be considered to be "Cleared" until such time as we have received value for such Paper Item from the Bank on which it is drawn, and any applicable period during which it may be returned unpaid has elapsed.
- 9.12 It can take up to 10 Business Days for a Paper Item denominated in Euro and drawn on a Bank in Ireland to be Cleared and paid to us. It may take considerably longer for a Paper Item denominated in any other currency and/or drawn on Banks outside of Ireland to be Cleared and paid to us however.
- 9.13 The amount of a Paper Item lodged to your Account will usually be credited to your Account for interest purposes and added to the balance of your Account on the Business Day on which it is received by us for lodgement. This does not mean that the Paper Item has Cleared however and it may still be returned unpaid by the Bank on which it is drawn.
- 9.14 The amount of the Paper Item will not be available (for withdrawal or the execution of Transactions etc.) to you until the Paper Item has been Cleared and payment received by us unless otherwise agreed by us.
- 9.15 If a Paper Item is returned to us unpaid for any reason (including in circumstances where we have already made the amount of the Paper Item available to you), then we shall (and shall be entitled to) reverse any credit made to your Account in respect of that Paper Item and recalculate the balance of your Account accordingly.
- 9.16 You will indemnify us for any loss which we may suffer as a result of accepting any Paper Items lodged to your Account. We may debit any amounts owing to us pursuant to this Clause 9.16 to your Account without notice to you.
- 10. Notification of Unauthorised or Incorrectly Executed Transactions**
- You must notify us of any unauthorised or incorrectly executed Transactions on your Account without undue delay on becoming aware of such Transactions and in any event not later than 13 months after the debit date of the Transaction concerned. The requirement to notify us within 13 months shall not apply however where we have failed to provide you with or make available to you the required information in respect of the Transaction concerned in accordance with Clause 6 of these Account Terms & Conditions.
- 11. Liability for Unauthorised Payment Transactions**
- 11.1 Subject to Clauses 11.2, 11.3 and 12.2 of these Account Terms & Conditions, if you notify us that an unauthorised Transaction has been made from your Account in accordance with Clause 10 of these Account Terms & Conditions, we shall refund the amount of the unauthorised Transaction to your Account and restore your Account to the state it would have been in had the unauthorised Transaction not occurred.
- 11.2 You shall be liable for the first €150 of any loss suffered in respect of any Transaction which was incurred as a result of:
- the use of a lost, stolen or misappropriated payment instrument issued in respect of or in connection with your Account; or

- a failure on your part to keep any Access Code safe.

11.3 You shall not be entitled to a refund of an unauthorised Transaction where:

- the unauthorised Transaction has been incurred as a result of any fraud on your part;
- you have failed to notify us of the occurrence of the unauthorised Transaction in accordance with Clause 10 of these Account Terms & Conditions; or
- you have, intentionally or through gross negligence, failed to comply with any obligations which you may have in respect of the use of any payment instruments issued in respect of or in connection with your Account.

You shall be liable without limitation for all losses and financial consequences which result from any such unauthorised Transaction.

11.4 We may keep records of any Transactions executed on your account on paper, electronically or such other means as we consider appropriate. In the event of any dispute arising between us in relation to any Transactions, you agree that such records shall be evidence of the matters contained therein in the absence of any obvious error.

12. Incorrectly executed and non-Executed Payment Transactions

12.1 Subject to Clauses 12.2 and 13.2 of these Account Terms & Conditions, in the event of the incorrect execution or non-execution of any Transaction which you instruct us to make from your Account, we shall (to the extent applicable) refund the amount of the incorrectly or non-executed Transaction to your Account and restore your Account to the state it would have been had such incorrectly executed or non-executed Transaction not taken place.

12.2 We shall not have any liability to you in respect of an incorrectly executed or non-executed Transaction which you instruct or authorise us to make where:

- we can prove to you, and where applicable the Payee's Bank, that the Payee's Bank received the amount of the Transaction;

- you have failed to notify us of the incorrectly executed or non-executed Transactions in accordance with the requirements of Clause 10 of these Account Terms & Conditions;

- the execution of the Transaction has been refused by us in accordance with Clause 8.9 of these Account Terms & Conditions;

- the non-execution or defective execution is the result of abnormal and unforeseeable circumstances which are beyond our reasonable control, the consequences of which would have been unavoidable despite all effort to the contrary;

- the non-execution or defective execution arose as a result of any error, inaccuracy or incompleteness in or affecting any Payment Order given to us;

- the non-execution or defective execution arose as a result of a breach of your obligations under the Agreement, or any other agreement you may have with us; or

- the non-execution or defective execution arose as a result of other legal obligations to which we are subject.

12.3 Regardless of whether or not we are liable to you for the incorrect execution or non-execution of a Transaction, we shall immediately upon request try to trace the Transaction and notify you of the outcome.

12.4 A Transaction shall be considered to have been executed correctly where it has been executed in accordance with the Account Number and/or BIC and IBAN (as applicable) specified in the Payment Order provided to us.

12.5 Subject to Clause 12.2 of these Account Terms & Conditions, we shall be liable to you for any charges for which you are responsible and interest to which you are subject as a consequence of the non-execution or defective execution of a Transaction for which we are liable.

13. Our Liability

13.1 To the maximum extent permissible by law, and save as otherwise provided herein, we shall have no liability whatsoever in respect of, and shall be indemnified by you against, any loss, damage or liability incurred by you or any other person arising out of or in connection with the operation by you of your Account or any Transactions to or from your Account in the absence of any breach of these Account Terms & Conditions, wilful default, fraud or negligence on our part.

13.2 We shall have no liability to you whatsoever for any losses and financial consequences suffered by you as a result of:

- any fraud on your part; or
- any failure on your part, whether intentionally or through gross negligence, you failed to comply with any obligations which you may have in respect of the use of any payment instruments issued in respect of or in connection with your Account or any provision of the Agreement relating to the use of the Online Account Service.

13.3 We shall not be liable to any person for any loss of profit, consequential loss or indirect loss or damage whatsoever and howsoever occasioned to or suffered or incurred as a result of the operation by you of your Account or any Transactions to or from your Account.

13.4 We shall be entitled to engage and use such intermediaries, agents and other third parties as we see fit for the purposes of executing any Transaction to or from your Account, facilitating the collection of cheques or otherwise to enable and facilitate the operation of your Account. Any such intermediary, agent or other third party shall be subject to appropriate confidentiality obligations.

13.5 We shall have no liability whatsoever in respect of any delay or failure to perform any of our obligations to you under, or otherwise fail to comply with, the Agreement, which such delay or failure is due to or as a result of abnormal or unforeseeable circumstances beyond our reasonable control, or of any acts or omissions on our part which we consider necessary or appropriate to enable us to comply with any legal or regulatory obligations to which we are subject (including under or in relation to anti-money laundering, terrorist financing, fraud prevention,

or as a result of any condition or direction imposed upon us by the Central Bank of Ireland).

14. Amendments

14.1 We may make amendments to these Account Terms & Conditions or otherwise to the Agreement from time to time for various reasons.

14.2 We shall notify you at least two months' before any proposed amendments to these Account Terms & Conditions or otherwise to the Agreement (unless we are otherwise required or permitted by law to give shorter notice), specifying the proposed date on which such amendments shall enter into force.

14.3 We may notify you of any proposed amendment to these Account Terms & Conditions in any one or more of the following ways:

- in writing or by email;
- by notice published in a national or local newspaper in circulation within the area covered by the Common Bond;
- by notice displayed prominently in any of our Offices; or
- by notice displayed on our website.

14.4 If you do not accept the proposed amendments to these Account Terms & Conditions, you may close your Account without any additional charge by notifying us in writing. If you do not so notify us prior to the proposed date on which the amendments are to enter into force, you shall be taken to have accepted the proposed amendments.

14.5 We shall be entitled to change the rate of any debit or credit interest which applies to your Account from time to time and at our absolute discretion. We shall give you notice of any proposed change in the applicable interest rate in accordance with Clause 14.2 of these Account Terms & Conditions. We shall not however be obliged to give any prior notice in respect of changes to interest rates which are more favourable to you.

15. Termination

15.1 These Account Terms & Conditions are not subject to any minimum term and will continue in full force and effect until such time as your

Account is closed (and without prejudice to any antecedent breach on your part of these Account Terms & Conditions).

15.2 We may close or suspend your Account immediately in any of the following circumstances:

- if you are declared bankrupt or insolvent under the laws of Ireland or any other jurisdiction;
- you enter into any scheme of arrangement or compromise or settlement agreement with your creditors (including under the Personal Insolvency Act, 2012);
- (in the case of corporate customers) any steps are taken to appoint a receiver, examiner, administrator or liquidator or similar officer over or in respect of your company or its business;
- any judgment is obtained against you and remains unpaid for a period of 14 days;
- if any form of attachment or receiving order is made against you;
- if you are in breach of these Account Terms & Conditions or any other agreement with us;
- if you default in payment of any sum due or owing to us under these Account Terms & Conditions or any other agreement with us;
- if any representation, warranty or statement you make to us is or becomes untrue;
- if required to do so by law, regulation or at the direction of any regulatory body with appropriate jurisdiction;
- if we have reasonable grounds to suspect that your Account is being or has been used by any person to commit or facilitate fraud or other illegal activity;
- on your death;
- on the cessation of your Membership of St. Patrick's Credit Union;
- on your becoming incapacitated or no longer being capable of managing your own affairs; or

- if the balance on your Account is zero and you have not carried out any Transaction(s) on your Account for a period of 12 months or greater.

15.3 Subject to the Rules and the Acts, we may also close your Account for any other reason whatsoever by giving you not less than two months' notice in writing.

15.4 Subject to the Rules and the Acts, you may close your Account at any time by giving us written instruction.

15.5 Upon the closure of your Account, you must immediately pay all sums owing on your Account and return to us all property belonging to us which you may hold.

15.6 The closure of your Account shall be without prejudice to any of our respective rights and obligations under these Account Terms & Conditions and/or the Agreement, including without limitation to any continuing indebtedness which you may have to us, and/or to any indebtedness which you may have to us under these Account Terms & Conditions.

16. Joint Accounts

16.1 We shall be entitled to accept Payment Orders to effect Transactions and withdrawals from a Joint Account from any one Joint Account Holder, unless we have been otherwise so instructed in writing by the Joint Account Holders.

16.2 The completion of our standard Application Form for a Joint Account shall be a pre-condition to the opening or (as applicable) continuance of a Joint Account.

16.3 All correspondence and notices in relation to a Joint Account shall be sent or served by us to the first named Joint Account Holder, unless we have been otherwise instructed in writing by the Joint Account Holders.

16.4 The Joint Account Holders shall be jointly and severally liable for all outstanding balances, debts, fees, charges, interest and arising on or with respect to their Joint Account or any Transactions executed on their Joint Account, subject to and in accordance with these Terms & Conditions.

16.5 On the death of any Joint Account Holder, all of their interest in the Joint Account shall become

the property of the surviving joint Account Holders.

- 16.6 The Joint Account Holders may close a Joint Account at any time by giving us notice in writing in accordance with the latest signing and payment authorisation instructions received.

17. Online Account Service

- 17.1 Access to and use of the Online Account Service shall be subject to prior registration for use of the Online Account Service, and shall be in accordance with the Online Account Service Terms of Use at all times.

- 17.2 We are authorised to accept and act upon any Payment Order given by you, or by any person authorised or permitted by you to access the Online Account Service on your behalf, in respect of your Account.

18. Communications

- 18.1 All communications with you shall be in the English language.

- 18.2 Save as may otherwise be provided herein, we may communicate with you by post, fax, email, telephone, or through the Online Account Service and/or in person, subject to any applicable legal or regulatory requirements in that regard.

- 18.3 You must notify us immediately in writing of any change to your postal or email address. If you fail to do so, there is a risk that any correspondence or other items which we may send to you may be intercepted, which could result in fraud or in unauthorised use of your Account.

19. Deposit Interest Retention Tax

- 19.1 DIRT will apply to any credit interest and/or dividends paid on your Account unless you are exempt from DIRT. Eligibility for any exemption from DIRT shall be determined in accordance with applicable legislation.

- 19.2 Any credit interest and/or dividends applied to your Account shall be credited after the deduction of DIRT (to the extent applicable).

- 19.3 The rate of DIRT payable in respect of credit interest and/or dividends paid on your Account shall be determined in accordance with applicable DIRT legislation.

20. Data Protection

- 20.1 We will comply with our obligations under the Data Protection Acts 1988 – 2003 (as amended) in relation to any personal data on or relating to you which we may collect, hold or process for the purposes of or in connection with the operation of your Account.

- 20.2 You may request a copy of any personal data which we hold on or relating to you in writing at any time, subject to payment of the applicable fee.

- 20.3 You agree that we may obtain, hold or process such personal information on or relating to you as we may reasonably require for the purposes of or in connection with the operation of your Account and the provision of any related services to you, and disclose such personal data to any third parties or agents which may be involved directly or indirectly in the provision of any such services to you.

- 20.4 You agree that we (or any third parties involved directly or indirectly in the execution of Transactions) may disclose personal data and/or data relating to Transactions to appropriate authorities in Ireland or other applicable jurisdictions as required in order to enable compliance with all applicable anti-money laundering, terrorist financing and/or other applicable obligations to which we (or any such third parties) may be subject.

21. About Us

St. Patrick's Credit Union is registered as a credit union under the Credit Union Act 1997 (Registration Number 275CU). St. Patrick's Credit Union is regulated by the Central Bank of Ireland having its address at PO Box, 559, Dame Street, Dublin 2.

22. Contact Details

- 22.1 Our main Office is located at 27-28 Herbert Place, Dublin 2. Our St. Laurence O'Toole Office is located at 1a Upper Oriel St., Dublin 1. Our Pearse Office is located at 22 Upper Erne St., Dublin 2.

- 22.2 Our contact details are as follows:

Office

Tel: 1800 940077
Fax: (01) 6325133

General

Web: www.stpatrickscu.ie

Email: info@stpatrickscu.ie

For further contact information, please see our website.

23. Office Opening Hours

The Opening Hours for each of our Offices are as advised on our website and/or in our Office(s) from time to time.

24. Miscellaneous

24.1 In the event that we agree to provide you with additional services or facilities in connection with your Account from time to time, the provision of such additional services or facilities shall be subject to such terms and conditions as may be notified to you at the time such additional services or facilities are first provided. In the event that there is any conflict between these Account Terms & Conditions and those additional terms and conditions, those additional terms and conditions will prevail.

24.2 A copy of these Account Terms & Conditions, and all other documents which constitute the Agreement, is available upon request at any of our Offices.

24.3 If any provision of the Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

24.4 No waiver of any clause or other provision of the Agreement on our part shall be deemed a further or continuing waiver of such clause or other provision, or any other clause or provision.

25. Redress & Complaints

25.1 If you wish to make a complaint, you may refer the complaint in the first instance to the Complaints Officer for the time being for St. Patrick's Credit Union who shall endeavour to resolve the complaint. If for whatever reason the Complaints Officer is unable to resolve your complaint, you may formally refer the matter to us in writing by completing a Complaints Form which is available from any of our Offices. We will endeavour to respond in writing to all formal complaints submitted within 7 Business Days and

to reach a final resolution of the complaint within 28 Business Days from the date of receipt.

25.2 In the event that you are not fully satisfied with how we deal with your complaint, you may refer your complaint to the Financial Services Ombudsman (provided that you come within the jurisdiction of that office) at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. For further information in relation to the Financial Services Ombudsman (including information in relation to the jurisdiction of the FSO), please see www.financialombudsman.ie.

26. Governing Law

26.1 The Agreement is subject at all times to the Rules and the Acts. In the event of any conflict between the provisions of the Rules and/or the Acts and the Agreement, the provisions of the Rules and/or the Acts (as applicable) shall prevail.

26.2 The Agreement is governed by and shall be construed in accordance with Irish law.

26.3 You hereby agree to submit to the exclusive jurisdiction of the Irish courts in relation to any dispute or matter arising in connection with the Agreement or generally with your Accounts.

Section B - Payment Services Terms & Conditions

This **Section B** sets out Payment Services Terms & Conditions as applicable to any additional payment services which may be available to you, depending on the type of Account which you hold, and the terms on which such payment services shall be provided.

These Payment Services Terms & Conditions are to be read in conjunction with the Account Terms & Conditions, which form part of these Payment Services Terms & Conditions.

In the event of any inconsistency between these Payment Services Terms & Conditions and the Account Terms & Conditions, then the provisions of these Payment Services Terms & Conditions shall prevail.

1. Interpretation

1.1 In these Payment Services Terms & Conditions:

Access Account shall have the meaning attributed to that term in Section C hereof;

Account Terms & Conditions means the terms and conditions set out in Section A of these Terms & Conditions;

Budget Account shall have the meaning attributed to that term in Section C hereof;

Creditor has the meaning assigned to that term under the SEPA Direct Debit Rules;

Credit Transfer means a payment service which is provided in accordance with the SEPA Credit Transfer Rules for crediting a Payee's account on a once off basis pursuant to a Payment Order given by the Payer;

Direct Debit means a payment service which is provided in accordance with the SEPA Direct Debit Rules for debiting a Payer's payment account and which is initiated by the Payee on the basis of the Payer's consent;

Payment Services Terms & Conditions means the terms and conditions set out in this Section B;

SEPA means the Single Euro Payments Area as defined (by the EPC) as being the area where citizens, companies and other economic actors will be able to make and receive payments in Euro within all Member States, whether between or within national boundaries under the same

basic conditions, rights and obligations, regardless of their location;

SEPA Credit Transfer Rules means the rulebook setting out the rules and business standards for the SEPA Credit Transfer Scheme as varied or amended from time to time;

SEPA Credit Transfer Scheme means the payment scheme operated by or under the auspices of the EPC for making credit transfers denominated in Euro within or across SEPA;

SEPA Direct Debit Rules means the rulebook setting out the rules and business standards for the SEPA Core Direct Debit Scheme as the same may be varied or amended from time to time;

SEPA Direct Debit Scheme means the core direct debit payment scheme operated by or under the auspices of the EPC for making direct debits denominated in Euro within or across SEPA;

Share Account shall have the meaning attributed to that term in Section C hereof; and

Standing Order means a payment service for crediting a Payee's account by Credit Transfer on a recurring basis pursuant to a Payment Order given by the Payer.

1.2 Words & phrases used in the Account Terms & Conditions shall have the same meaning when used in these Payment Services Terms & Conditions unless otherwise stated.

2. Credit Transfers

2.1 Payments may be made by way of Credit Transfers from other accounts located in a Bank in SEPA to (as applicable) any of your Accounts.

2.2 Payments may be made by way of Credit Transfers to other accounts located in a Bank in SEPA from any of your Accounts.

2.3 Credit Transfers may be made as between any of your Accounts, subject that is to any restrictions on withdrawal or transfer from your Account(s) as may be applicable (and whether pursuant to

this Agreement, the Rules, the Acts or otherwise).

- 2.4 In order to make a Credit Transfer, you must provide us with a Payment Order containing the following details:
- the amount of the Credit Transfer;
 - a valid BIC and IBAN for the account to be credited;
 - the name of the Payee and such other details of his or her identity as we reasonably require; and
 - at your option, the date on which the Credit Transfer is to be executed.

The Payment Order may be given in person at any of our Offices or by a written instruction (whether in hard copy or electronically) in such form as we may require or by use of the Online Account Service. In the case of any Payment Order given by email, we shall only accept any such instruction where we hold from you an Indemnity & Authority in our standard form.

- 2.5 The Payment Order so given shall constitute your consent to the execution of the Credit Transfer. A Payment Order requesting the execution of a Credit Transfer cannot be revoked or cancelled after it has been deemed to have been received by us.
- 2.6 Unless otherwise agreed with you, we shall be entitled to allocate the amount of any such Credit Transfer to any of your Account(s), or to any loan account you hold with us, as we may determine in our absolute discretion.

3. Direct Debits

- 3.1 You may authorise payments to be collected by Creditors from your Access Account or Budget Account (only) by Direct Debit by signing a Direct Debit Mandate in favour of a Creditor.
- 3.2 By signing a Direct Debit Mandate in favour of a Creditor, you authorise us to pay the amount of any Direct Debits from your Account which are requested pursuant to a Payment Order submitted by the Creditor in accordance with the

Direct Debit Mandate and the SEPA Direct Debit Rules.

- 3.3 A Direct Debit must include the BIC and IBAN for your Account.
- 3.4 You can instruct us in writing:
- to set a limit on the value of any Direct Debit payments which may be made from your Account;
 - to set a limit on the frequency at which Direct Debits payments may be made to any Creditor from your Account;
 - to block all Directs Debit payments from your Account;
 - to block any Direct Debit payments to any one or more specified Creditors from your Account;
 - to only permit Direct Debit payments to one or more specified Creditors from your Account.

Any instructions to block any Direct Debit payments (whether generally or to a particular Creditor) must be received by us not later than the Business Day before the next applicable Direct Debit payment is due to be made from your Account.

- 3.5 You may cancel a Direct Debit by sending a written instruction to us specifying the name of the Creditor by not later than the Business Day before the next Direct Debit payment is due to be paid in accordance with the Payment Order which we receive from the Creditor. If the cancellation instruction is received after this time, we will make the next Direct Debit payment in accordance with the terms of the Payment Order received by us, but shall cancel all subsequent Direct Debit payments to be made to the Creditor. You must also contact the Creditor to cancel the Mandate which you gave to them.
- 3.6 You may instruct us to refuse to pay a particular Direct Debit which is due to be made to a Creditor (without cancelling all future payments to that Creditor). Any such instruction must be provided to us in writing not later than the Business Day before the next Direct Debit payment is due to be paid in accordance with the Payment Order which we receive from the

Creditor. If the cancellation instruction is received by us after this time, we shall make the Direct Debit payment concerned to the Creditor in accordance with the Payment Order which we have received.

3.7 You may obtain a refund of any authorised Direct Debit payment made from your Account by sending a written request to us within 8 weeks of the date on which the Direct Debit payment was made. We shall be under no obligation to provide you with a refund where the refund request is received by us outside this 8 week period. You may be liable to the Creditor for the amount of any authorised Direct Debit payments which are refunded to you in accordance with the underlying agreement which you have with the Creditor.

3.8 We are not a party to any underlying agreement which you may have with the Creditor, and shall have no liability whatsoever in respect of any goods or services to which any Direct Debit payment relates.

3.9 We may cancel or (as applicable) not apply a Direct Debit in the following circumstances:

- the Account identifier is invalid or incorrect;
- the Account is closed or dormant;
- there are insufficient Cleared and available funds in your Account;
- application of the Direct Debit would cause the Daily Limit (if any) to be exceeded; or
- the Transaction is unauthorised.

We shall advise you in the event that the Direct Debit is cancelled or not applied by us.

4. Standing Orders

4.1 Recurring payments of fixed amounts may be made to another payment account held in a Bank in SEPA by means of a Standing Order from your Access Account or Budget Account (only).

4.2 In order to make payments by way of Standing Order, you must provide us with the following details;

- the amount of the Standing Order;

- a valid BIC and IBAN for the account to be credited;
- the name of the Payee and such other details of his or her identity as we reasonably require;
- the date on which the first Standing Order payment is to be executed;
- the frequency of the Standing Order payments;
- the number of Standing Order payments to be made.

The Payment Order may be given in person in any of our Offices or by completing a Standing Order Form or by use of the Online Account Service. The Payment Order so given shall constitute your consent to the execution of the Standing Order payments.

4.3 You may cancel a Standing Order by giving us a written cancellation instruction by not later than the close of business on the Business Day before the next Standing Order payment is due to be made. If the cancellation instruction is received after this time, we will make the next Standing Order payment in accordance with the terms of the Payment Order given to us, but shall cancel all subsequent payments to be made under the Standing Order.

4.4 We may cancel or (as applicable) not apply a Standing Order in the event that there are insufficient Cleared and available funds in your Account to pay the Standing Order on any occasion. We shall advise you in the event that the Standing Order is cancelled by us.

Section C – Additional Account Terms & Conditions

This Section C sets out Additional Account Terms & Conditions as to the additional terms and conditions which may apply to your Account, as described in respect of each applicable account type under the headings below. These Additional Account Terms & Conditions are to be read in conjunction with the Account Terms & Conditions, which form part of these Additional Account Terms & Conditions. In the event of any inconsistency between these Additional Account Terms & Conditions and the Account Terms & Conditions, then the provisions of these Additional Account Terms & Conditions shall prevail.

1. Interpretation

1.1 In these Additional Account Terms & Conditions:

Access Account means a non-fixed term deposit account held with us as so named/titled, and which account may be used for the purpose(s) referred to in Clause 4.1 of these Additional Account Terms & Conditions;

Additional Account Terms & Conditions means the terms and conditions set out in this Section C;

Account Terms & Conditions means the terms and conditions set out in Section A of these Account Terms & Conditions;

Budget Account means a non-fixed term deposit account held with us as so named/titled, and which account may (only) be used for the purpose(s) referred to in Clause 3.1 of these Additional Account Terms & Conditions;

Share Account means a share account held by you with us, the balance of which account represents the par value of your Shares in St. Patrick's Credit Union; and

Unique Identifier means a combination of letters and/or numbers and/or symbols used to identify an Account.

Words & phrases used in the Account Terms & Conditions shall have the same meaning when used in these Additional Account Terms & Conditions unless otherwise stated.

2. Share Account

2.1 All Shares shall be of one euro (€1) denomination, and shall be subscribed for in full.

2.2 You will be issued with a Share for each full €1.00 credited to your Share Account, subject to and in accordance with the Rules and the Acts.

2.3 An amount of less than €1 may be credited to your Share Account but no Share shall be allotted to you unless and until the Share is fully paid in cash.

2.4 No certificate shall be issued to you denoting ownership of any Share.

2.5 Dividends may be declared on Shares at the Annual General Meeting of St. Patrick's Credit Union subject to and in accordance with the Rules and the Acts.

2.6 You may transfer Shares held by you to another Member subject to and in accordance with the Acts.

2.7 Any sum withdrawn from or applied as a debit to your Share Account shall constitute a withdrawal of the corresponding Shares held by you in respect of such sum.

2.8 You will be issued with an Account Number for your Share Account, which shall be the Unique Identifier for your Share Account.

3. Budget Account

3.1 The Budget Account is to be used (primarily) to facilitate the payment by Credit Transfer or Direct Debit of mortgage, utility, local authority, insurance and other regular or periodic personal and household related bills of the holder(s) of the said account under and pursuant to the Budget Plan service provided to you by St. Patrick's Credit Union ("your Budget Plan").

3.2 No dividends and/or credit interest shall be payable on or in respect of the balance (if any) on your Budget Account.

3.3 You will be issued with a BIC and IBAN for your Budget Account, which shall be the Unique Identifier for your Budget Account.

3.4 The terms and conditions of your Budget Plan, and which relate to the use or operation of your Budget Account, shall be deemed to be incorporated herein and form part of these Additional Account Terms & Conditions.

4. Access Account

- 4.1 The Access Account is to be used (primarily) for your day to day payment and cash requirements, other than such payments as are made or to be made via the Budget Account. Accordingly the Access Account may be used for Credit Transfers, Standing Orders and Direct Debits Direct Debit in the ordinary course for your non Budget Account related payment requirements.
- 4.2 No dividends and/or credit interest shall be payable on or in respect of the balance (if any) on your Everyday Account.
- 4.3 You will be issued with a BIC and IBAN for your Access Account, which shall be the Unique Identifier for your Access Account.

St Patrick's CU (E.S.B. Staff)