

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. 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 Unions website.

## Clonmel Credit Union Limited is regulated by the Central Bank of Ireland.

Contact details for the Central Bank of Ireland are:

- **Address:** New Wapping Street, North Wall Quay, Dublin 1
- **Telephone:** +353 1 224 6000
- **Fax:** +353 1 671 5550
- **Website:** [www.centralbank.ie](http://www.centralbank.ie)

## CONTACT DETAILS FOR CLONMEL CREDIT UNION LIMITED

- **Address:** Credit Union House, Parnell Street, Clonmel, Co Tipperary.
- **Telephone:** 052 6125292
- **Email:** [admin@clonmelcu.com](mailto:admin@clonmelcu.com)
- **Website:** [www.clonmelcu.com](http://www.clonmelcu.com)
- **Register Number:** CU14 (the Central Bank’s register can be accessed on its website [www.centralbank.ie](http://www.centralbank.ie))

**Sub office details:**

- i. Main Street, Fethard, Co. Tipperary.
- ii. Killaghy Street, Mullinahone, Co. Tipperary.

**Business Days are as follows:**

- Clonmel: Tues, Wed & Fri 10:00-17:00, Thurs 10:00-19:00, Sat 10:00-15:00.
- Fethard: Friday 10:00-13:00 & 14:00-16:30
- Mullinahone: Sat 10:00-13:00
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## YOUR ACCOUNT

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

These services include:

- Services enabling cash to be placed on a payment account as well as all the operations required for operating a payment account.

- Services enabling cash withdrawals from a payment account as well as all the operations required for operating a payment account.
- Execution of payment transactions, including transfers of funds on a payment account:
  - execution of credit transfers
- Execution of payment transactions where the funds are covered by a credit line for a payment service user:
  - execution of credit transfers
- Account information services

Such services as prescribed above are more commonly referred to by Clonmel Credit Union as:

- Lodging to and withdrawing funds from an account
  - Transferring funds internally to other accounts
  - Lodging to and withdrawing funds from an account
  - Transferring funds internally to other accounts
  - Transferring funds out of a members account on foot of an EFT (withdrawal or loan issue)
  - Acceptance of funds transferred into member's account by Standing Order/EFT/ Debit or credit card
  - Other one off electronic transfers of funds in/out of member's account
  - Payment of a utility/ bill from a member's account or on foot of a withdrawal and pay point transaction
  - Transacting business online or through our ATM facilities
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 account number and sort code (i.e. BIC & IBAN), 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.
  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 14:00 on one of our Business Days (for the purposes of payments services that is Tues to Friday). If we are given an 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. If we receive an order for a payment on your account on Saturday, Sunday or Monday (deemed non-business days for the purposes of Payments Services) it is deemed to have been received on Tuesday i.e. the next business day.
  3. **Execution times:** Once we are deemed to have received an order under 2 above, you agree that we have up to the end of the third Business Day following the date of deemed receipt under 2 above to credit the amount of

that order to the beneficiary's PSP. If the order is initiated by paper, in both cases 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 authorise 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 including:
- safe destruction of documents and instructions issued related to the provision of the service
  - use of the correct web address.
  - ensuring that your browser indicates a secure session.
  - ensuring that you click the Logout button when you have finished.
  - keeping your Member Number and Personal Identification Number (PIN) secret.
  - taking care of your information once it has been delivered to your browser.

If the payment instrument is lost, stolen, misappropriated or used in an unauthorised manner, you should at all times notify us as soon as possible by phone (052 6125292) or in person with contact directed to our main office in Parnell Street Clonmel. You will be asked a series of security questions and may also be asked to provide a copy of your signature and/or photo identification. Once your identification and instruction has been confirmed we will suspend the use of the payment instrument, and associated account. Clonmel Credit Union reserve the right to block your use of a payment instrument for any of the following reasons:

- g. the security of the payment instrument is at issue
- h. if we suspect that it is, or has been, used in an unauthorised or fraudulent manner
- i. if the payment instrument is connected with the provision by us of credit to you and there is a significantly increased risk that you may be unable to fulfil your obligations to pay and
- j. our legal or regulatory obligations, including our national or European Union obligations.

If we block your use of a payment instrument and/ or account services, we will tell you about it (and the reasons for it) in person or in writing 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 associated account, and we will do so, or replace the payment instrument, once the reason for blocking no longer exists.

5. **Charges:** We do not currently levy charges in connection with the accounts that we offer.
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. You can obtain confirmation of that interest rate by contacting us as set out on page 1 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, which is the retail rate used by our foreign exchange partner FCEI Ltd. The reference exchange rate will change on a daily basis. On the date on which we effect the currency conversion, we will take the reference exchange rate that applies on that date, and no commission will be charged. You can find out about any changes to the reference exchange rate by contacting us as set out on page 1 above.

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 in our office and on our website. 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. **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 non-execution, or defective execution, of the order. We will, however, make reasonable efforts to recover the funds involved.
12. **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.
13. **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. 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.
14. **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.

15. **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.
16. **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: Office of the Financial Services & Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 . Phone (01) 5677000 Email [info@fspo.ie](mailto:info@fspo.ie)
17. **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.