

# MEMBERSHIP CONDITIONS

Pursuant to the PRIVACY ACT 2020, Westforce Credit Union advises that:

1. This form collects personal information about you. The information is being collected to enable you to open and operate a transaction account with the Credit Union named above and to obtain use of other Credit Union products and services;
2. The intended recipients of this information is the Credit Union named above and credit union authorised parties who provide account management facilities for administering and settling those financial transactions that you initiate through the transaction or other accounts from time to time;
3. The information is being collected by the Credit Union named above and held at their address. The member and each authorised signatory acknowledges that this information may be used by the Credit Union and credit union authorised parties to offer or provide their products and services and those of selected third parties;
4. Failure to provide this information, or giving incorrect information, may result in your application being declined, or you being unable to hold an account with a Credit Union;
5. You do have rights of access to the information held by the Credit Union and to correct any information that is wrong;
6. If you apply for credit from the Credit Union, you authorise other credit providers, and credit reference agencies to release, at any time, all personal information held by them, and also any previous or current employers to release information about your employment history and level of income;
7. In the event of any default, the Credit Union may:
  - a. List you as a defaulter with credit reference agencies (prior notice will be given to you);
  - b. Use the services of enquiry agents;
  - c. Place the debit with a debt collection agent.
  8. Operating an Everyday Account and Premier Savings Account is a condition of Primary Shareholder membership. The Premier Savings Account is a 'notice of withdrawal' account requiring 14 days' notice for withdrawal or closure.

The Credit Union does not need to inform the member of above matters in any future dealings the Credit Union may have with the member.

## GENERAL TERMS

1. The applicant requests and authorises the Credit Union to provide financial services on the terms of this mandate and authority. Where there is any conflict between the terms of this authority and the terms of a particular service, these terms will prevail, unless indicated otherwise in respect of a particular service.
2. The applicant agrees to be bound by the Rules of the Credit Union.
3. The member and each authorised signatory acknowledge that this authority is valid and has been executed correctly, and is thus a legally binding contract between the Credit Union and the member.
4. Use of accounts are governed by the terms and conditions as varied by the Credit Union from time to time.
5. Each member and authorised signatory agrees that:
  - a. They have each read and understood the section of these terms titled "Accessing Accounts";
  - b. Utilisation of the Transaction Account product by the depositing and withdrawing monies by any of the methods provided, constitutes acceptance of these Terms and Conditions;
  - c. The Credit Union may use this information to advise the member about any of its products and services;
  - d. If the applicant is under the age of 18 years, the Credit Union may contact their parent/guardian(s) to disclose or collect information to assist the Credit Union in contacting the member and/or

obtaining repayment from the member for any amount they may owe the Credit Union;

- e. The Credit Union may disclose on request any account information to any person who is specified as an authorised signatory, or guarantor, from time to time.

## JOINT ACCOUNTS

If more than one person is named in joint ownership of an account, then unless otherwise agreed by the Credit Union in writing, each will be joint and severally liable to the Credit Union for services provided by the Credit Union, including repayment of any debit balances plus interest, fees and charges.

## DISPUTES AFFECTING ANY ACCOUNT

If any dispute arises concerning any of the member's accounts, the Credit Union may refuse to allow the account to be operated until the member confirms in writing that the dispute has been resolved.

## SET-OFF

The Credit Union may, at any time without notice, set-off; combine; or apply any other credit balance of the member to meet the member's obligations to the Credit Union even if the term of any credit balance has not expired.

## VERIFICATION

The Credit Union will provide regular statements showing all transactions on your account(s). The member must check statements issued via any median for each account held with the Credit Union, to ensure the entries recorded on those statements are correct. If not correct, the member agrees to notify the Credit Union in writing, within 14 days from the date the account statement is sent to the member. Failure to notify the Credit Union will, to the extent permitted by law:

- a) Be deemed to be accepted by the member that the balance of the account and all transactions recorded are lawful and correct; and
- b) Provide the Credit Union with a full defence against any action taken by the member for claims of any nature including claims for breach of contract, negligence, wrongful debiting of funds and any other tort, equitable remedy or any other course of action brought against the Credit Union in relation to the account or transactions recorded in the account statement.

## RIGHTS OF THE CREDIT UNION

The member agrees that nothing in this agreement shall be treated as constituting an 'implied agreement' restricting or negating any lien, charge, pledge, right of set-off or other right the Credit Union may have existing or implied by law.

## ACCESSING ACCOUNTS

### Authority to Operate:

Any dealing with the Credit Union will be properly authorised and binding on the member if signed or initiated in accordance with the "Signing Authority" section of this application form. If any authorised signatory to a joint account dies, the Credit Union may permit the surviving authorised signatory to operate the account.

### Signing Authority Variations:

Any new authority which varies the current signing authorities will not be effective until received by the Credit Union.

### Balances of Accounts:

Balances of member accounts may be subject to alteration by reversal of unpaid debits or credits processed within the last few business days of the date of the original transaction(s).

### Deposits:

- a) Deposit items (including Direct Credits) of any description, other than notes and coin, will be provisionally credited to the account but are not able to be drawn against until cleared.
- b) Collection of cheques, bills of exchange etc, is undertaken by the Credit Union at the member's risk and on the understanding that no

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CREDIT UNION  
**westforce**  
*Smile, we're not a bank*

responsibility is attached to the Credit Union for any loss or destruction or for delay in presentment.

- c) The Credit Union does not receive deposits marked to be applied for any specific purpose. Should such deposits be received, the member accepts that the Credit Union will not be responsible for misapplication.

The member agrees to indemnify the Credit Union against any claim, loss, damages, costs or expenses which the Credit Union may incur from any person, including (but not limited to) drawers, payees, and paying banks of non-transferable cheques as a result of collecting non-transferable cheques on the members behalf.

## ACCOUNT CONDITIONS

### ACCOUNTS:

The Credit Union requires that Everyday Account and Premier Savings Account are opened as a condition of Primary Shareholder membership. Access to these accounts are subject to the Rules of the Credit Union.

### WITHDRAWALS:

The Credit Union will comply with any orders or instructions given by the member or authorised signatory to withdraw any money from, but not limited to this account by way of cheque form, electronic instruction including but not limited to debit card, direct debit, internet banking, validated electronic communications or automatic payment.

### AUTOMATIC PAYMENTS:

The Credit Union will pay automatic payments in accordance with the authority held subject to there being sufficient cleared funds to meet the payment amount on the due date. If there are insufficient funds in the account, the Credit Union will continue to check the account thereafter and if funds subsequently deposited to the account are sufficient to meet the amount of the unpaid automatic payment then this payment will be made from those deposit proceeds. The Credit Union, at its sole discretion, may make deductions for future automatic payments from proceeds of deposits which are processed to the member's account prior to the automatic payment falling due or may cancel the automatic payment.

### INSUFFICIENT FUNDS:

Unless otherwise arranged by the member with the Credit Union, the account must at all times be maintained in credit funds equal to the minimum required in the Rules of the Credit Union. The Credit Union may, at its discretion, dishonour or refuse any transaction that causes or will cause the members account to go into an overdrawn position unless previously arranged and in accordance with the terms and conditions of any Overdraft Facility Agreement. Notwithstanding the presence of any Overdraft Facility Agreement, the Credit Union may, at its sole discretion, require any outstanding debit balance to be repaid on demand by notice given in writing or personally delivered to the member at the member's usual or last known place of abode.

### USE AND RETURN OF CHEQUE FORMS:

Cheque forms and other forms encoded by the Credit Union with an account number, must not be used to access or operate any other account except that account nominated for such use. Where you would be entitled to the return of a cheque form, the Credit Union may, at its discretion, provide you with a copy instead.

### FEES AND CHARGES:

The Credit Union is authorised to debit the account(s) periodically or on closure with all appropriate accrued interest, fee, charges and commissions as fixed by the Credit Union from time to time. The applicant acknowledges that a copy of the Credit Union's fees and charges have been brought to their attention.

### COSTS:

The member will pay all expenses (including GST) which may be incurred in connection with the operation of any account. If the Credit Union incurs any liability or expenses in the course of enforcing or attempting to enforce its rights in relation to any of its accounts (including legal expenses between party and party and solicitor and client) that amount may be debited by the Credit Union to any of the accounts, and will immediately, upon demand, be payable by the member to the Credit Union; The member will be required to pay any Government charges, duties or taxes existing or subsequently imposed, relating to the account.

### ELECTRONIC AND TELEPHONE INSTRUCTIONS:

Where the Credit Union allows the member to operate accounts by telephone or by other electronic processes (including internet, email and facsimile instructions), the following General Terms and Conditions will apply in addition to the General Terms and Conditions of this authority and any expressed terms applying to specific financial products and services:

- a) The member's correct password, PIN, email address or code must be used to initiate telephone transactions made from the member's account with the Credit Union (for which the Credit Union hold an authority to sign severally by an authorised signatory) to other accounts held by the member with the Credit Union or to an account which the Credit Union holds written authority from the member;
- b) Any password, PIN or code used in conjunction with telephone, email or electronically initiated instructions must not be disclosed to any person not authorised to carry out the telephone or electronically initiated instructions and must not be permitted by the member to be copied or recorded in any form, the security for the passwords, PIN or codes being the sole responsibility of the member'
- c) The Credit Union may rely and act on instructions or requests initiated electronically, by email or by telephone by using the correct password, PIN or code or (in the case of a facsimile) bearing a signature appearing to be that of the authorised signatory;
- d) The member will ensure that telephone and electronically generated instructions are clear and unambiguous;
- e) The Credit Union may debit, to any member accounts, all sums which the member has requested to be paid (including all charges payable by the member);
- f) To the extent provided by law, the member indemnifies the Credit Union against all liabilities incurred by the Credit Union resulting from the Credit Union or other credit union authorised parties acting or omitting to act in accordance with a telephone or electronically generated instruction which is, or purports to have been given by, or on behalf of the member in relation to the member accounts. The Credit Union and credit union authorised parties, as part of its Security procedures, record and retain telephone or electronically generated instructions for a period of 7 years.

### CLOSURE OF ACCOUNTS:

Accounts may be closed upon written, email or electronic request by the member, but acceptance of such a request does not negate or reduce the member's liability to pay to the Credit Union, all amounts outstanding at that time, together with interest due, charges and debits that may be subsequently processed.

### CHANGES TO CONDITIONS:

The Credit Union may change these terms and conditions of use (including the frequency and payment dates for interest and other charges) at any time and will give the member 30 days' notice prior to the date of the change. Such notices may be included in monthly statements or by other means the Credit Union thinks fit, including by public notice advertisement in newspapers.