



Banking with friends

Bank of
Heritage Isle 

Effective 1st May 2018 Heritage Isle Credit Union Ltd (HICU) has merged with Police Bank Ltd. All references in the attached documentation to Heritage Isle Credit Union Ltd should be read as a reference to Bank of Heritage Isle, a division of Police Bank Ltd ABN 95 087 650 799. AFSL/Australian Credit Licence No 240018. If you have any queries please contact (03) 6334 9411.

Bank of Heritage Isle is a division of Police Bank Ltd
ABN 95 087 650 799. AFSL/Australian Credit Licence No 240018.
25 Pelican Street, Surry Hills NSW 2010.

Terms and Conditions Cheque Facility

DATE 01.06.10



HERITAGE ISLE
CREDIT UNION LTD

ABN 32 087 651 278

AFS Licence No. 246648

PRODUCT SCHEDULE

CHEQUE FACILITY

1. FEATURES AND BENEFITS

This facility allows you to draw cheques on your Credit Union account to make payments for goods and services.

- To be eligible to apply for a cheque account you must be a shareholder and over the age of 18 years.
- The cheque facility will be attached to your S1-Savings Account.
- The Credit Union may, but is under no obligation to do so, pay a correctly authorized and presented cheque that exceeds your available balance with the Credit Union. A fee may be charged for this and will be applied following payment of the cheque. This fee will be listed on your account statement.
- If you overdraw your account the Credit Union reserves the right to transfer funds from any other account held by you, to cover the debt.
- The cheque book remains the property of the Credit Union and must be returned if the account is closed or if requested by the Credit Union.
- The Credit Union reserves the right to withdraw the privilege of the Cheque Account at any time should the account not be conducted within the Terms and Conditions.

If for any reason the original cheque is not available, the Credit Union may require you to provide a replacement cheque.

2. RISKS

- 2.1 If not properly safeguarded, cheques may be the subject of unauthorised use or alteration for which you may be liable.
- 2.2 For ways in which you can minimise the risk of unauthorised use or alteration of your cheques please read clauses 2 and 3 of the Cheque Facility Terms and Conditions.

3. FEES AND CHARGES

- 3.1 Please refer to our Fees and Charges Schedule which detail the fees applicable to this Cheque Facility:

CHEQUE FACILITY TERMS & CONDITIONS

These **Terms and Conditions** apply to our Cheque Facility. You will also be given a **Fees and Charges Schedule** which tell you other important things you need to know about the Cheque Facility.

You should read these documents carefully and retain them for future reference. Copies of each of these documents can be made available to you on request from your Credit Union. If you would like any further information about the Cheque Facility please contact:

Heritage Isle Credit Union Ltd,
69 St John Street, Launceston, Tasmania 7250.
Phone: (03) 6334 9411.
admin@heritageisle.com.au

Heritage Isle Credit Union subscribes to the Mutual Banking Code of Practice, the relevant provisions of the Mutual Banking Code of Practice as amended from time to time apply to this Terms and Conditions brochure.

1. When the Credit Union accepts this application you, the Member, acknowledge that you have appointed both the Credit Union and CUSCAL as your agent and that you have authorised each of them to:
 - (a) conduct accounts (“the **Bank Account**”) with a Bank (“the **Bank**”) to enable you to draw cheques for payment of goods and services out of the funds in your Credit Union Account in accordance with these Terms and Conditions; and
 - (b) transfer funds to the Bank Account from your Credit Union Account to pay the amount of cheques that you or your Authorised Signatories have signed and to pay the value of all costs taxes or charges made by the Credit Union or the Bank.
2. It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. You must:
 - (a) keep your cheque book under secure control and in a safe place at all times;
 - (b) never give your cheque book or an incomplete cheque to any person;
 - (c) read your periodic statement carefully and notify the Credit Union promptly if it contains any entry

which you suspect may represent an unauthorised transaction; and

- (d) contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.
3. When you write a cheque you have a duty to fill it out carefully so that no-one else can alter it. You must:
 - (a) write the amount in both words and figures and never leave a gap between the words or figures;
 - (b) begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
 - (c) always write cheques in ink which cannot be rubbed out and never in pencil; and
 - (d) never sign a cheque until you have filled it out completely.
4. You will be liable for all losses caused by your failure to observe the duties specified in clauses 1 and 2. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
 - (a) the fraudulent or negligent conduct of your Credit Union's employees or agents; or
 - (b) the same cheque being debited more than once to the same account.
5. If the amount of any cheque presented for payment to the Bank exceeds the Available Balance (as defined in 6 below) in your Credit Union Account at the time the cheque is presented, your Credit Union may instruct the Bank to refuse to pay the cheque. If that occurs your Credit Union will advise you in writing, by ordinary prepaid post, as soon as practicable, but will not be liable for any losses caused by its failure to do so. Where your Credit Union refuses to pay a cheque in accordance with this condition, or in accordance with any other provision, your Credit Union may, at its absolute discretion, debit to your Credit Union Account any costs incurred through such refusal, and such costs shall constitute a debt owed by you to your Credit Union.
6. The "Available Balance" includes any funds lodged in your Credit Union Account, any unused overdraft or other agreed credit facility made available for your Credit Union Account. The Available Balance does not include:

- (a) deposits received but uncleared in accordance with the policy of your Credit Union;
- (b) interest accrued but not credited; or
- (c) deposits in transit.

7. If your Credit Union Account is held in the name of two or more persons all funds in that account and the Bank Account will be held in joint tenancy. If one of you dies, any balance in these accounts shall accrue in accordance with the law of survivorship in the State of incorporation of your Credit Union.
8. You acknowledge and agree that your Credit Union is only required to instruct the Bank to stop payment on any cheque when your Credit Union standard stop payment notice has been correctly completed, signed and delivered to your Credit Union.
Stop payments will be accepted only for cheques that have not been presented for payment to the member's Heritage Isle Credit Union bank account.
9. In the event that a correctly authorised and presented cheque exceeds the Available Balance of your Credit Union Account, your Credit Union is authorised (but is under no obligation) to transfer to that account from any other account or accounts that you have with your Credit Union sufficient funds to allow payment of the cheque. Your Credit Union may charge you a fee when it makes such a transfer and, if it does, the fee will constitute a debt owed by you to your Credit Union. You acknowledge that your Credit Union will not be liable for any claim made by you should your Credit Union fail or refuse to make such a transfer.
10. If your Credit Union pays a correctly authorised and presented cheque that exceeds your Available Balance then you will incur a debt to your Credit Union reflecting the amount by which the cheque exceeds the Available Balance. This debt is repayable by you immediately upon the written demand of the Credit Union. If you fail to repay the debt then you will be required to pay all costs and expenses incurred by the Credit Union in collection of that debt.
11. **What should you do if you have a complaint?**
If you have a complaint about our service, please contact your nearest Heritage Isle Credit Union office. The credit union has a formal process for handling complaints. The credit union will work quickly to rectify the problem or explore the situation. We will

address your complaint immediately. If you are not satisfied with this, you can ask for your complaint to be reviewed by senior management. If we are unable to resolve your concern, you may request it to be reviewed by the Financial Ombudsman Service (FOS). This is a free service available to you. For more information on our dispute resolution process, please ask at any of our credit union branches for a free brochure.

Contact details for FOS:

FOS

GPO Box 3

Melbourne VIC 3001

Phone: 1300 780 808

Email: info@fos.org.au

Website: www.fos.org.au

12. When you ask, your Credit Union will give you information about:
 - (a) your Credit Union's right to combine accounts;
 - (b) Credit Union corporate cheques;
 - (c) the advisability of you informing your Credit Union promptly if you are in financial difficulty; and
 - (d) the advisability of you reading the Terms and Conditions applying to your Credit Union Product or Service.
13. Your Credit Union will also give you information about:
 - (a) the time generally taken for clearing a cheque and the manner in which a cheque may be specially cleared;
 - (b) the effect of crossing a cheque, the meaning of "not negotiable" and "account payee only" and the significance of deleting "or bearer" when any of these expressions appear on a cheque;
 - (c) how and when a cheque may be stopped;
 - (d) how a cheque may be made out in order to reduce the risk of any unauthorised alteration; and
 - (e) the circumstances under which cheques may be dishonoured including information on post-dated and stale cheques.

14. You agree to pay all charges which are determined by the Credit Union to apply in relation to transactions and cheques drawn on, or deposits made to, the Bank pursuant to this facility.
15. Your Credit Union collects personal information about you so it can process your application, administer your account and tell you about the Credit Union's services.

Your Credit Union may disclose your personal information to others where that is necessary to execute your instructions or if it is required by law. The types of people to whom the Credit Union may disclose your personal information include your representative or guardian, regulatory bodies and any organisations with whom it has alliances or arrangements or is involved in the chequing transaction (including but not limited to CUSCAL, the National Australia Bank Ltd and JP Morgan Chase). Your Credit Union may also collect and disclose your personal information for the purpose of resolving a complaint or disputed transaction.

You agree that your Credit Union may collect and disclose your personal information by electronic communication (such as by facsimile or e-mail). You acknowledge that there are inherent risks in the use of such electronic communication irrespective of whether that electronic communication is protected by way of encryption.

You can access the personal information that your Credit Union, CUSCAL or the Bank may hold about you at any time. You should also tell your Credit Union if you do not wish to receive marketing material.

For more details on how your Credit Union handles personal information, please refer to your Credit Union's Privacy Policy.

16. Your Credit Union may change these Terms and Conditions at any time. Your Credit Union will notify you of changes in the following manner:
 - (a) where the change is the introduction of, or increase in, a fee or charge (other than a Government charge) or a variation in the method by which interest is calculated, or the frequency with which it is debited or credited, the Credit Union will provide you with at least 30 days' prior written notice; and
 - (b) where the change is the introduction of a Government charge, payable directly or indirectly, either through

an advertisement in the national or local media; through a notice in a member newsletter or an account statement, or by a direct written notice, unless the variation is publicised by a Government, Government agency or representative body.

The Credit Union will notify you of all other changes by advertisement in the national or local media, or through a notice in a member newsletter or an account statement, or by way of a direct written notice, no later than the day on which the variation takes effect.

The Credit Union is not required to notify you of a variation of an interest rate, fee or charge before the variation takes effect where the variation will result in a reduction of your obligations, but will, instead, confirm that such a variation has occurred on or with your next member newsletter or account statement following the variation.

Information about our current interest rates and fees and charges is available on request.

17. You agree that you will promptly notify the Credit Union of any change of address for the mailing of any notification which the Credit Union is required to send to you.
18. The Credit Union may post all statements and notices to you at your registered address as provided for in the Credit Union's records.
19. In this Application and its Terms and Conditions, the expression, "you" means the Prime Member and, where applicable, the Joint Member jointly and severally.

Enquiries

admin@heritageisle.com.au
Heritage Isle Credit Union Ltd
69 St John Street, Launceston
Tasmania 7250
Phone [03] 6334 9411



**PERSONAL, JOINT &
 BUSINESS ACCOUNTS
 CHEQUE BOOK APPLICATION**

Member No. _____ Link No. _____ Check Digit _____

Size required 25 / 50 / 100 / 200

Circle applicable

“Before completing this form, each person signing it, and each person who does not sign it but provides personal information to us in connection with this application, must read and sign the document titled “Privacy Statement and Consent”

ACCOUNT HOLDER

Title: _____ **Surname:** _____

Given Names: _____

JOINT ACCOUNT HOLDER *(if applicable)*

Title: _____ **Surname:** _____

Given Names: _____

BUSINESS NAME *(if applicable)* _____

NAME TO BE PRINTED

ON CHEQUE BOOK _____

I/We

1. Apply for a Member Chequing Facility described in this application in relation to my/our S1 savings account with the Credit Union.
2. Authorise the signatories as shown on the “Application for Membership/ Signatory Amendment” form to sign cheques, credit and payment orders and to countermand cheques and payment instruments pursuant to the member’s chequing facility.
3. Accept and agree to be bound by the terms and conditions of the member chequing facility which are attached hereto, (*Member Chequing Terms and Conditions of Use*).
4. Understand that this application is subject to approval or declination at the absolute discretion of the Credit Union.
5. Privacy Statement and Consent Form Read and Signed

Signature _____ Date ___ / ___ / ___

Signature _____ Date ___ / ___ / ___

OFFICE USE ONLY

CHECKLIST

- Cheque Signatory Card must be completed and returned to Administration.
- ‘Member Chequing Terms and Conditions of Use’ must be handed to each member.
- Information Statement ‘Things you should know about your Cheque Facility’ to be handed to each member.
- Fees & Charges schedule and Interest Rate slip handed to each member.
- Indicated to member/s applicable fees & charges and interest rate applicable to facility.

Please note: Cheque Accounts with an Overdraft Facility will attract the Overdraft Interest Rate

Signed _____ Date ___ / ___ / ___
(Completing Officer’s Signature)

Checked By: _____ Date ___ / ___ / ___



Member No. _____ Link No. _____ Check Digit _____

Size required 25 / 50 / 100 / 200

Circle applicable

“Before completing this form, each person signing it, and each person who does not sign it but provides personal information to us in connection with this application, must read and sign the document titled “Privacy Statement and Consent”

ORGANISATION

BUSINESS NAME *(if applicable)* _____

NAME TO BE PRINTED

ON CHEQUE BOOK _____

I/We

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3. Accept and agree to be bound by the terms and conditions of the member chequing facility which are attached hereto, *(Member Chequing Terms and Conditions of Use)*.
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Signature _____ Title _____

Signature _____ Title _____

Signature _____ Title _____

Date ____ / ____ / ____

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Please note: Cheque Accounts with an Overdraft Facility will attract the Overdraft Interest Rate

Signed _____ Date ____ / ____ / ____
(Completing Officer’s Signature)

Checked By: _____ Date ____ / ____ / ____