[Credit Union Logo]

[Employer name and address]

[Date]

Dear Sir / Madam

**Ref: Staff Payroll Deductions**

We are delighted that your organisation has agreed to offer the facility for Payroll deductions to facilitate your Employees periodic payments to Citysave Credit Union Ltd. “Citysave”.

Citysave has a long tradition of offering financial solutions to those living and working in the Birmingham area and we are committed to help [employer name] in their objective to provide their staff with access to ethical financial services.

Please check that the details set out in Appendix 1 to this agreement are correct and that you agree with the terms set out below. To confirm your agreement to this terms please then sign and complete the details in the relevant signature block after Appendix1. Please then return it to us, we will countersign and return a copy to you for your records.

**Citysave undertake;**

* To apply proceeds of payroll deductions promptly to your Employees’ accounts in accordance with instructions we receive directly from them. The proceeds may be applied to savings products or loans.
* To provide details of our Bank account prior to commencement of the scheme for your Employees.
* We will be a data controller under the provisions of the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA) when dealing with your Employees’ personal data in relation to savings and loans for your Employees. Citysave shall (and will procure that any of its personnel involved in the provision of this agreement) comply with the provisions of the GDPR and DPA in connection with this agreement and dealing with your Employees’ personal data.
* To the extent that we act as a processor for you in relation to your Employees' consents to deductions from payroll, we will also comply with all of the requirements of Article 28 GDPR and we have a general authority to appoint sub-processors subject to your right to object to any changes.
* To directly collate, and take responsibility for the accuracy and validity of all requests from your Employees for payroll deductions and amendments.
* Arrange for an information remittance to be sent (via an agreed secure communication channel) to yourselves showing the names of your employees (and payroll number if applicable) who wish to subscribe to the scheme and the amount to be deducted. (A sample spreadsheet is enclosed for your attention).
* Repay within 7 days any payroll deduction overpayment notified to Citysave by your Employee.
* To provide, when reasonably asked to do so in the event of any payroll deduction dispute, a copy of the payroll deduction authorisation provided by your Employee. Note this authorisation may take the form of an authenticated recorded telephone instruction and/or an instruction transacted through the Citysave Website.

**[ ] Undertake;**

* To formally request your agreement to provide payroll deduction Savings and Loan services to our Employees.
* To forward monthly payments by BACS transfer to Citysave Credit Union Ltd on or around the [ ] day each month for the amounts deducted from our Employees payroll.
* To provide to Citysave the details required for it to obtain consent for deductions from our Employees (both current and future employees).
* We will be a Data Controller under the provisions of the GDPR and DPA when passing any details regarding our Employees to Citysave. We shall (and will procure that any of our personnel involved in the provision of this agreement) comply with the provisions of the GDPR and DPA in connection with this agreement and passing any Employee personal data to Citysave.
* In the event of an Employee approaching us to amend any of their deduction details, we will ask them to contact Citysave direct to handle all payment changes. In the event [employer name] receive a request to reduce, increase or cancel a payroll deduction payment we shall apply such an amendment but undertake to advise Citysave immediately of the amendment through an agreed secure communication channel.
* To confirm a start date for receipt of employee pay deductions, arrange a call regarding implementation and provision of Citysave BACS payment details.

It is agreed that Citysave’s maximum total aggregate liability under or in connection with this agreement (whether in contract, for breach of duty of care, breach of statutory duty or any other legal basis) is limited to the amount paid to Citysave by or on behalf of [employer name] in relation to payroll deductions under this agreement.

Citysave confirms participation of [employer name] in a payroll deduction programme with Citysave does not imply or give rise to any liability whatsoever on [employer name]’s part for any liabilities to Citysave incurred by [employer name]’s Employees in relation to savings and loans.

This agreement is governed by English law and each party agrees to submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or connected with this agreement.

If you have any queries with regard to the administration of the scheme, please feel free to contact Nigel Bailey.

Yours sincerely

NJ Bailey (Chief Officer)



**Appendix 1**

**AGREEMENT TO PARTICIPATE IN CITYSAVE PAYROLL DEDUCTIONS SCHEME**

Company Name:

Company Address: ....................................................................................................................

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Contact Name: ...........................................................................................................................

Contact email address: ..............................................................................................................

Contact telephone Number: .......................................................................................................

Staff payment date: ....................................................................................................................

Proposed BACS day one date (if different from staff payment date)…………………………….

We take no responsibility for any Employees liability to Citysave for savings and loans.

We agree Citysave may publicise the availability of the payroll deduction employee benefit scheme with [employer name] on its website and through Social media channels.

Signed on behalf of [employer name]: ...............................................................................

Name: .......................................................................................................................................

Position: .....................................................................................................................................

Date: ..........................................................................................................................................

Signed: ...............................................................................

Name: .......................................................................................................................................

Position: .....................................................................................................................................

Date: ..........................................................................................................................................