

COMMERCIAL BANKING



SEPA DIRECT DEBIT DEBTOR SERVICES

Product & Services Terms & Conditions



LLOYDS BANK

T&C

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Core Banking Agreement

(“**The Agreement**”) contains terms, conditions and important information that apply to certain of our products and services.

Those products and services can be identified as they state in the header Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



RELATIONSHIP TERMS & CONDITIONS

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



PRODUCT & SERVICES TERMS & CONDITIONS

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



GENERAL INFORMATION ON PAYMENTS, CHARGES & CONTACTS

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at lloydsbank.com/corebankingagreement or request a copy from your relationship team.





1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account

means any and each Sterling Account or Non Sterling Currency Account held by you with us in relation to which you have issued a **SEPA Direct Debit Mandate**.

B2B Scheme

means the SEPA Business to Business Direct Debit Scheme as made binding between you and us by virtue of these Product & Services Terms & Conditions.

B2B Scheme Rulebook

means the SEPA Business to Business Scheme **Rulebook** as amended from time to time by the European Payments Council.

B2B Scheme Rules

means the rights and obligations set out in the **B2B Scheme Rulebook**.

Collection

means a payment transaction initiated by a creditor under which an amount is to be collected from your **Account** in accordance with the **Core Scheme Rules** or the **B2B Scheme Rules** (as applicable).

Core Scheme Rulebook

means the SEPA Core Direct Debit Scheme Rulebook as amended from time to time by the European Payments Council.

Core Scheme Rules

means the rights and obligations set out in the **Core Scheme Rulebook**.

Rulebook

means the **Core Scheme Rulebook** and/or the **B2B Scheme Rulebook** (as applicable).

SEPA Direct Debit Mandate

means the written expression of consent and authorisation given by you to allow your creditor to send instructions to us to initiate **Collections** for debiting your **Account**.

SEPA Direct Debit Debtor Service

means our services to you as a debtor in respect of any **Collection** as set out in these Product & Services Terms & Conditions.



Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions



CONSENT

You must give consent before
the execution of any payment transaction
or series of transactions

2. Purpose of these terms

- 2.1 You must have an **Account** with us to enable you to benefit from the provision of the services to be provided by us under these Product & Services Terms & Conditions.
- 2.2 In the event of any conflict between (1) these Product & Services Terms & Conditions and/or the **Rulebooks** and (2) Relationship Terms & Conditions, these Product & Services Terms & Conditions and/or the **Rulebooks** shall prevail.
- 2.3 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 2.4 These Product & Services Terms & Conditions apply to this services only. Subject to clause 2.5 and clause 2.6, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products, (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 2.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the Services you receive from us, these Product & Services Terms & Conditions will take precedence.
- 2.6 To the extent of any conflict between these Product & Services Terms & Conditions any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

3. The service

- 3.1 You request and authorise us to execute each **Collection** of a direct debit originated by a creditor in accordance with the relevant **SEPA Direct Debit Mandate** by debiting your **Account** in accordance with the **Core Scheme Rules** or **B2B Scheme Rules** (as applicable).
- 3.2 In the event that the provisions of these Product & Services Terms & Conditions are inconsistent or conflict with either or both of the Rulebooks, the provisions of the **Rulebook(s)** will prevail.

4. Consent

- 4.1 You must give consent before the execution of any payment transaction or series of transactions. Your consent for a payment transaction can be provided as follows:
 - a. sign a **SEPA Direct Debit Mandate** to give authority for a one-off payment or a series of recurring payments (please note, this means that you have given us authority to make each payment in the series);
 - b. enter your PIN or provide any other security code.Consent will be provided at the time that the actions set out above are taken.



You must give consent
before the execution
of any payment
transaction or series
of transactions.



5. Your undertakings

- 5.1 You undertake to us:
- 5.1.1 to comply with the **Core Scheme Rules** or the **B2B Scheme Rules** (as applicable) relating to debtors;
 - 5.1.2 to comply with the **Terms of SEPA Direct Debit Mandates** agreed with your creditors;
 - 5.1.3 to resolve any disputed **Collection** directly with the creditor concerned, and you acknowledge and accept that our obligations and the obligations of the creditor bank under the relevant **Rulebook** are not subject to claims or defences under the contractual or other arrangements in place between you and the creditor;
 - 5.1.4 to notify us immediately if you wish to use another account in respect of a **Collection** or if you wish to use an account at another bank, or of any change to any other information contained in the **SEPA Direct Debit Mandate** relevant to the provision by us of the **SEPA Direct Debit Service**;
 - 5.1.5 to take any steps and provide any information which we may reasonably require to assist us in the performance of our obligations under the **Core Scheme Rules** and the **B2B Scheme Rules**; and
 - 5.1.6 in respect of the **B2B Scheme**, to notify us immediately if you no longer qualify to participate as a debtor in the **B2B Scheme** since you can no longer be classified as a “Business Customer” under the **B2B Rulebook**.



MANDATE AMENDS

You may amend a SEPA Direct Debit Mandate by informing the creditor of the changes you wish to make provided you do so in accordance with the Core Scheme Rules or B2B Scheme Rules (as applicable)

6. Payments

- 6.1 We shall receive **Collections** denominated in Euro and will make direct debit payments out of your **Account** in Euro in accordance with the requirements of the **Core Scheme Rules** or **B2B Scheme Rules** (as applicable), having carried out currency conversion where necessary using the Lloyd's Bank Foreign Exchange Rate (unless otherwise agreed).

7. Amendment or cancellation of a SEPA Direct Debit Mandate

- 7.1 You may amend a **SEPA Direct Debit Mandate** by informing the creditor of the changes you wish to make provided you do so in accordance with the **Core Scheme Rules** or **B2B Scheme Rules** (as applicable). You are fully and solely liable for the amendment of **SEPA Direct Debit Mandate** characteristics for which you are responsible should one or more of these characteristics change within the lifetime of the **SEPA Direct Debit Mandate**. You may instruct us to prohibit your account to be debited for any **Collection**.
- 7.2 You may inform a creditor at any time that a **SEPA Direct Debit Mandate** is cancelled. If you cancel a **SEPA Direct Debit Mandate** you must inform us immediately. On your written instructions we will refuse any future direct debit demands under the cancelled **SEPA Direct Debit Mandate** which the creditor has pre-notified you of provided we receive your instructions no later than one **Business Day** before the **Account** is due to be debited. We may reject or return a **Collection** where we are entitled or obliged to do so under the **Core Scheme Rules** or **B2B Scheme Rules** (as applicable).



PAYMENTS

We shall receive Collections denominated in Euro and will make direct debit payments out of your Account in Euro in accordance with the requirements of the Core Scheme Rules or B2B Scheme Rules (as applicable)



8. Eligibility to receive SEPA Direct Debit Debtor Services under the B2B Scheme

- 8.1 To the extent that we provide you services as a debtor under the **SEPA B2B Scheme**, you represent and warrant to us that you qualify to participate as a debtor in the **B2B Scheme** and can be classified as a “Business Customer” under the Terms of the **B2B Rulebook**.
- 8.2 We may terminate the **SEPA Direct Debit Debtor Service** in respect of the **B2B Scheme** immediately if you cease to be eligible to be classified as a “Business Customer” under the **B2B Rules**.

9. Refunds

- 9.1 We shall effect all refunds in respect of your **Account** in accordance with the relevant **Rulebook**.
- 9.2 Your refund rights under the **Core Scheme Rules** are set out in the **Core Scheme Rulebook** and the Summary for Debtors under the SEPA Direct Debit Schemes.
- 9.3 The **B2B Scheme Rules** do not provide any refund rights and you will not be entitled to a refund in respect of direct debit payments which you have authorised. However, in certain circumstances you may be entitled to a refund under the Payment Services Regulations 2017 as set out in the Relationship Terms & Conditions.

10. Liability

- 10.1 Our duties in respect of the **SEPA Direct Debit Debtor Service** are limited to those expressly set out in these Product & Services Terms & Conditions.
- 10.2 We are only responsible to you for a failure to make a direct debit payment or incorrectly executing a payment in respect of a **Collection** if the **Collection** data is accurate and was correctly transmitted to us.
- 10.3 We accept no liability for the processing by any clearing and settlement mechanism of direct debit instructions we receive based on any **SEPA Direct Debit Mandate**. We may refuse to process any direct debit instructions or effect any **Collection**, without prior notice, where any such instructions are not transmitted to us in accordance with these Product & Services Terms & Conditions or the applicable **Rulebook**.
- 10.4 Nothing in this clause 10 excludes our liability for your refund rights under the Core Scheme.
- 10.5 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled “Refunds for incorrectly executed payment instructions”, “Refunds for incorrect payment amounts/ sums” and “Refunds for unauthorised transactions” in the Relationship Terms & Conditions. Any limitation on your liability under the section titled “Your responsibility for unauthorised transactions” in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

11. Charges

- 11.1 We will charge you for the **SEPA Direct Debit Debtor Service** as set out within General Information On Payments, Charges & Contacts, or as may be agreed from time to time with your relationship team.

12. SEPA Direct Debit Mandate information

- 12.1 This clause 12 applies to you if you are a debtor under the **SEPA B2B Scheme**. You must inform your relationship team immediately of any new **SEPA Direct Debit Mandate** you have signed. We are required under the **B2B Scheme Rules** to check each **Collection** presented by a creditor bank. We shall inform you of the information we will need from you to enable us to fulfil our obligations in this respect. Our duty to check each **Collection** shall be limited to that required under the **B2B Rulebook**.
- 12.2 You shall indemnify us against all claims, actions, demands, liabilities, losses, costs and expenses arising out of failure by you to provide us with the correct **SEPA Direct Debit Mandate** information required by us and/ or to correctly check the **SEPA Direct Debit Mandate** information provided to you or to pre-notify us of any new **SEPA Direct Debit Mandate** under clause 12.1 above. This indemnity is in addition to and shall not be in any way prejudiced by any other claim or right howsoever arising that we might have in respect of you. This indemnity shall survive the termination of these Product & Services Terms & Conditions.

“We accept no liability for the processing by any clearing and settlement mechanism of direct debit instructions we receive based on any SEPA Direct Debit Mandate.”

13. Other terms

- 13.1 You must not allow anyone other than an **Authorised Signatory** to sign a **SEPA Direct Debit Mandate**. Subject to any applicable legal or regulatory requirements or our obligations under the Core and **B2B Scheme Rules** (as applicable), we are authorised to act upon any **Collection** that is submitted to us in accordance with these Product & Services Terms & Conditions without enquiring about its purpose, or the circumstances in which the **SEPA Direct Debit Mandate** was signed.
- 13.2 If you have insufficient funds in your account to meet any direct debit payment we may reject the relevant **Collection** in accordance with the provisions of the **Rulebook**.
- 13.3 We shall inform you of any change to our name, address, BIC Code or other information about us required in the **SEPA Direct Debit Mandate** or otherwise needed for us to provide the **SEPA Direct Debit Debtor Service**, and shall inform any other party of such changes where required under the Core **Rulebook** or the B2B **Rulebook** (as applicable).
- 13.4 A Summary for Debtors under the **SEPA Direct Debit Schemes** is available on request from your relationship team. The **Core Scheme Rulebook**, **B2B Scheme Rulebook** plus further information about the SEPA Direct Debit Schemes are published on the European Payments Council's website.

14. Contact details



You can contact us by emailing the
Lloyds Bank SEPA Direct Debit Helpdesk
GRPSEPADD@Lloydsbank.co.uk

We will update you in writing of any changes to contact details and/or procedure or by such other contact methods as we may from time to time advise you.

Further contact details are set out within General Information On Payment, Charges & Contacts.



AUTHORISED SIGNATORY

You must not allow anyone other than
an Authorised Signatory to sign
a SEPA Direct Debit Mandate



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