

SEPA Direct Debit service for Commercial Banking customers acting as creditors

For Corporate customers only

Terms and Conditions

1 Definitions

Account: means any and each Corporate account held by you with us in relation to which you have issued a Mandate;

Account Terms: means any and each agreement governing the provision by Us to You of an Account;

Applicable Regulations: means the rules of the Financial Conduct Authority, Prudential Regulation Authority and or any other rules of a relevant regulatory authority (as amended from time to time), the Financial Services and Markets Act 2000, the Payment Services Regulations, the Money Laundering Regulations 1993 and all other applicable laws, rules and regulations as in force from time to time in relation to the Service;

B2B Scheme: means the SEPA Business to Business Direct Debit Scheme as made binding between You and Us by virtue of these Terms;

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;

Business: means the entity which has completed the application form relating to the Account;

Collection: means a payment transaction initiated by You under which an amount is to be collected from the Debtor's account for Your benefit in accordance with the Core Scheme Rules or the B2B Scheme Rules (as applicable);

Core Scheme: means the SEPA Core Direct Debit Scheme as made binding between You and Us by virtue of these Terms;

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;

Creditor: has the meaning given to it in each of the Rulebooks;

Creditor Identifier: means the Creditor identification code required to be included in each Mandate under the Core Scheme Rules and the B2B Scheme Rules;

Debtor: means the holder of the account to be debited to whom you issue the Mandate to initiate Collections;

Debtor's Account: means any account which is to be debited that is held by a Debtor at a bank which participates in either the Core Scheme or the B2B Scheme and referred to in a Mandate;

Digital Identification Service: has the meaning given to it in the PKI Customer Agreement;

Direct Debit Instruction: has the meaning given to that expression in clause 3.1 below;

Lloyds Banking Group: includes Lloyds Bank plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies;

Mandate: means the written expression of consent and authorisation given by the Debtor to You to allow You to initiate Collections for debiting the specified Debtor's Account (in respect of which instruction You transmit Direct Debit Instruction(s) in accordance with these Terms);

Mandate Information: means, in respect of each Mandate, the mandatory set of information which the Rulebook requires You as a Creditor to provide to Us as creditor bank under the Rulebook's Business Requirements for Datasets;

Payment Services Regulations: means the Payment Services Regulations 2009 (S.I. 2009/209) as amended or replaced from time to time;

PKI Customer Agreement: means an agreement between You and Us relating to the access and use by You of the Digital Identification Service, a copy of which can be found at www.lloydsbankcommercial.com/corporate-terms/lloydsbank/pki-agreement, or such other address as We may specify from time to time;

Rulebook: means the Core Scheme Rulebook and/or the B2B Scheme Rulebook, as applicable;

Service: means Our SEPA direct debit services to You as a Creditor in respect of any Collection as set out in these Terms;

Terms: means these Terms and Conditions;

User Guide: means the guidelines that We provide from time to time in connection with the Service, including guidance in hard copy form (for example, in a user manual or by letter); spoken guidelines (through any technical helpdesk We or a third party may operate); guidance through any on-line help service available as part of the Service; and any updates of any of the above items;

User Instruction: means an instruction, authorisation or request (payment or otherwise) given to Us through the Service by a Corporate Administrator on Your behalf;

We/Us/Our/Bank: means Lloyds Bank plc; and

You/Your: means the Business.

2 Purpose Of These Terms

- 2.1 These Terms set out the terms and conditions upon which We will provide the Service to You in Your capacity as a Creditor under the Core Scheme or the B2B Scheme. They apply to You in connection with the Service if you wish to receive our Service. These terms are legally binding, so You should read them carefully before You agree to them.
- 2.2 These Terms are in addition to the terms and conditions that apply to:
 - 2.2.1 Your Accounts Terms; and
 - 2.2.2 The banking services that We provide, and the mechanisms by which You may access services, including Our SEPA direct debit service to You as Creditor.

In the event of any conflict between (a) these Terms and/or the Rulebooks and (b) the Account Terms, these Terms and/or the Rulebooks will prevail.

3 The Service

- 3.1 You request and authorise Us to rely upon and act on any instruction for the Collection of direct debits from Debtors (each a "Direct Debit Instruction") and to take steps in connection with or in reliance on these instructions as We may consider appropriate.
- 3.2 In the event that the provisions of these Terms are inconsistent or conflict with either or both of the Rulebooks, the provisions of the Rulebook(s) will prevail.

4 Your Undertakings

- 4.1 You undertake to Us:
 - 4.1.1 to comply with the Core Scheme Rules or the B2B Scheme Rules (as applicable) relating to Creditors;
 - 4.1.2 to comply with the terms of Mandates agreed with Your Debtors;
 - 4.1.3 to use a form of Mandate which complies with the Rulebook and to ensure that each Mandate document contains the mandatory legal wording and mandatory information required under the Core Scheme Rules or the B2B Scheme Rules (as applicable);
 - 4.1.4 to pre-notify each Debtor of the amount and due date of the collection of its debt in accordance with the terms of the relevant Mandate;
 - 4.1.5 to initiate Collections with Us in accordance with the timeframe and other technical requirements set out in these Terms and the relevant Rulebook;
 - 4.1.6 to obtain and use a Creditor Identifier when effecting direct debits under these Terms;
 - 4.1.7 that upon obtaining each Mandate, You will verify that each Mandate is correctly and fully completed, duly authorised, within the Debtor's capacity and unconditional;
 - 4.1.8 to collect, process and de materialise, and store data relating to Mandates in accordance with the requirements of the relevant Rulebook;
 - 4.1.9 after cancellation of a Mandate, to store the Mandate according to the applicable national legal requirements and, in respect of a Mandate under the Core Scheme, for as long as may be required for a Debtor to obtain a refund for an unauthorised transaction under the Core Scheme Rulebook;
 - 4.1.10 that within one Business Day of request by Us You shall provide Us with information relating to a specific Mandate and any Collections made pursuant to the Service and a copy of the relevant Mandate in such form as we may request;

- 4.1.11 that You are responsible and liable for the amendment of the Mandate characteristics should one or more of these characteristics change during the lifetime of the Mandate;
- 4.1.12 at Our request, to complete any forms and provide all information that, in Our reasonable opinion, are necessary for Us to provide or You to receive the Service;
- 4.1.13 in respect of the B2B Scheme only, to ensure that each Debtor qualifies to participate as a Debtor in the B2B Scheme and that none can be classified as consumers under applicable law;
- 4.1.14 to comply with any User Guides to the extent applicable to You as a Creditor under the Core Scheme or the B2B Scheme and to the extent that they apply to the technical functionality which We may offer from time to time in the provision of the Service; and
- 4.1.15 that You will not send to us any Direct Debit Instructions on the basis of any Mandate in respect of which You have not complied with Your obligations under sub-paragraphs (4.1.1) – (4.1.14) of this clause 4.
- 4.2 Once You obtain a Mandate, You shall immediately inform the Debtor of the Debtor's rights and obligations under the relevant Rulebook, namely that:
- 4.2.1 it is free to accept or reject Collections
- 4.2.2 it can set limits on the validity period of the Mandate and the maximum collection amount allowed;
- 4.2.3 it may at any time cancel the Mandate at its bank;
- 4.2.4 it may agree with You as to the advance notice to be given of the debit amounts and the dates from which they will be debited, so as to have sufficient funds deposited in its account on the date on which a debit is due to be effected;
- 4.2.5 it must have sufficient funds in the relevant Debtor's Account on the date on which a debit is due to be effected;
- 4.2.6 (in respect of Debtors under the Core Scheme) it is entitled to a refund for any direct debit made under the Mandate within eight weeks from the date on which the amount of the direct debit was due to be debited from its account;
- 4.2.7 (in respect of Debtors under the Core Scheme) if a refund is requested in respect of an unauthorised transaction, it must present its claim to its bank within 13 months of the debit date; and
- 4.2.8 (in respect of Debtors under the B2B Scheme) it must check all elements comprising the Mandate.
- 4.3 You shall dematerialise any amended Mandate, archive the document, and send the information on the amended Mandate to Us as part of the next Collection if the changes are of any concern to Us. The amendments which would be of concern include (but are not limited to):
- 4.3.1 Your need to change the unique Mandate reference because of internal organisational changes;
- 4.3.2 Your identity has changed, for example, due to merger, acquisition or organisational changes;
- 4.3.3 You have changed Your name; or
- 4.3.4 the Debtor decides to use another account at another bank or at the same bank.
- 4.4 You shall be responsible and liable for any amendment You make to the Mandate characteristics should one or more of these characteristics change during the lifetime of the Mandate.
- 4.5 If Your identity changes (for example, because of merger or acquisition), You shall ensure that Your successor informs the Debtor of the related Mandate amendments.
- 4.6 You must issue a direct debit respecting the time-cycle of the first direct debit, when the cause of the amendment is that the Debtor decides to use another account in another bank.
- 4.7 If We issue any guidance applicable to You issued under the relevant Rulebook, or if We issue any guidance to You related to risk mitigation, such guidance will be binding on You.
- 4.8 You may only initiate Collections after receiving the signed Mandate from the Debtor. You shall initiate Collections in accordance with the timing requirements set out in the relevant Rulebook, including:
- 4.8.1 sending a pre-notification to the Debtor at the latest 14 calendar days before the due date of the Collection (unless otherwise agreed between You and the Debtor); and
- 4.8.2 sending the Collection to Us after the pre-notification is sent to the Debtor, but not earlier than 14 calendar days before the due date of the Collection (unless otherwise agreed between You and Us); and
- 4.8.3 if, for any reason, You submit to Us a Collection too late to allow Us to comply with the timescales required by the relevant Rulebook, You:
- 4.8.3.1 agree that the due date of that Collection will be automatically replaced by the earliest possible date thereafter; and
- 4.8.3.2 confirm that You have explained this to the Debtor and have agreed this change to the due date with the Debtor in accordance with the requirements of clause 4.2.4 above.
- 4.9 You confirm that you have read and understood the Rulebook(s) applicable to you as a Creditor under one or both of the Core Scheme and/or the B2B Scheme.
- 5 Transmission Of Direct Debit Instructions**
- 5.1 When You transmit any Direct Debit Instruction to Us, You shall provide Us with the Mandate Information.
- 5.2 You will only to transmit to Us Direct Debit Instructions which:
- 5.2.1 are based on a bank account held at a bank which is a participant in the Core Scheme or B2B Scheme (as applicable), of which the Debtor expressly declares itself to be holder, and has the necessary power and capacity to operate; and
- 5.2.2 do not aggregate various Collections in the same Mandate, unless the Debtor has expressly consented to aggregation.
- 6 Refunds**
- 6.1 In respect of Collections presented under the Core Scheme, You shall comply with the requirements applicable to Creditors in the Core Scheme Rulebook relating to refunds. You must contact the Debtor to handle the claim.
- 6.2 If We forward to You a request for a refund in respect of an unauthorised transaction received from a Debtor's bank in accordance with the Core Scheme Rules, You shall investigate the request and take one of the following actions:
- 6.2.1 accept the refund claim; or
- 6.2.2 dispute the claim – in which case a copy of the Mandate must be provided to Us if this has been requested by the Debtor's bank.
- 6.3 If You dispute a refund claim You shall provide Us with sufficient information to enable Us to provide information to the Debtor's bank as set out in the Core Scheme Rules.
- 6.4 In respect of any refund claim under the Payment Services Regulations, You shall provide us with sufficient information and any other assistance to enable us to discharge our obligations under those Regulations.
- 6.5 If We are obliged to refund the Debtor's Account any amount debited by Us pursuant to the Service (for example, for a reason relating to compliance with the Rulebooks or an incorrect or unauthorised Direct Debit Instruction provided to Us by You) We shall refund the Debtor's Account accordingly and You will pay Us on demand and We may without prior notice debit Your account(s) with Us for an amount equal to the refunded amount together with any related interest, all third-party charges We may incur in connection with such refund, any clearing charges and reasonable costs.
- 7 Rejects And Returns**
- 7.1 You shall effect all rejects and returns in relation to Your Collections presented through Us in accordance with the relevant Rulebook.
- 7.2 If We are required to:
- 7.2.1 return to the Debtor's Account any amount debited by Us pursuant to the SEPA Creditor DD Service; or
- 7.2.2 indemnify any Debtor for any damage suffered owing to incorrect debits, We shall credit the Debtor's Account accordingly and You will pay Us on demand and We may without prior notice debit Your account(s) with Us for an amount equal to the returned or indemnified amount together with any related interest, all third-party charges We may incur in connection with such payment, any clearing charges and reasonable costs.
- 8 Cancellation Of Mandates**
- 8.1 You will notify Us of the cancellation of any Mandate immediately upon such cancellation, and You will not transmit any Direct Debit Instructions to Us based on a cancelled Mandate.
- 8.2 If You do not present a Collection under a Mandate for a period of 36 months (starting from the date of the latest Collection presented even if rejected, returned or refunded), You shall cancel the Mandate and will no longer initiate Collections based on this cancelled Mandate. If there is a further requirement for a direct debit, You shall establish a new Mandate.
- 9 Processing**
- 9.1 We accept no liability for the processing by any clearing and settlement mechanism of direct debit instructions We submit to it based on Your Direct Debit Instructions.
- 9.2 We may refuse to process any Direct Debit Instructions or effect any Collection, with immediate effect and without prior notice, where any such Direct Debit Instructions are not transmitted to Us in accordance with these Terms, where We reasonably believe that such action might be a violation of any Applicable Regulations, or where the corresponding Mandate has been requested by Us but has not been delivered to Us within the agreed deadline under clause 4.1.10 above.

- 9.3 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may refuse to process any Direct Debit Instruction and may refuse to make any payment or take any action pursuant to a Direct Debit Instruction if it would result, or in our reasonable opinion is likely to result, in a breach by Us or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and We will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.
- 9.4 If any clearing and settlement mechanism refuses to process any Direct Debit Instructions for any reason, and We have credited Your account, then We may, without prior notice, reverse the credit entry together with related interest and costs, including any third party charges.
- 10 Secure Access To The SEPA DD Lloyds Bank Euro Service for Creditors**
- 10.1 The PKI Agreement set out the conditions by which You may issue User Instructions using the Digital Identification Service. Corporate Administrators and Corporate Contacts must also qualify and be appointed as "Authorised Users" for the purposes of the PKI Customer Agreement. The PKI Customer Agreement outlines important provisions concerning the Security Procedures and Security Information (as defined in the PKI Customer Agreement) To ensure that the SEPA Direct Debit Lloyds Bank Euro Service for Creditors is not accessible by unauthorised persons, it is essential that the Security Procedures set out in the PKI Customer Agreement are complied with at all times. You must comply, and must ensure that all Your Corporate Administrators and Corporate Contacts comply, with the PKI Customer Agreement and the Agreement.
- 11 Liability**
- 11.1 You are fully and solely liable for the gathering, maintenance, validity, existence and activation of Mandates, and for their conformity with the Debtor's identity details and bank details. You will immediately clarify any doubts which We may have regarding the bank details pertaining to any Mandate, and You will immediately contact Us in order to clarify any doubts You may have in that connection, and You will not use the Mandate until such doubts have been fully cleared.
- 11.2 You are also solely liable (i) for the completeness of the information detailed in files sent to Us, and for conformity with the agreements entered into with Debtors and with these Terms, and (ii) for the Direct Debit Instructions contained in those files. We are not liable for revising the information contained in files which We receive.
- 11.3 We shall not be liable for any rejection of direct debit instructions by any clearing and settlement mechanism or any bank at which a Debtor Account is held.
- 11.4 We shall not be liable for the origin and destination of funds, nor for the content of Direct Debit Instructions transmitted by You, and You shall have sole liability for the same.
- 11.5 We shall have no liability to You under these Terms or in Our provision of the SEPA Creditor DD Service other than for direct losses to You, and then only if caused by Our negligence or deliberate default. We will not be liable for indirect or consequential loss.
- 11.6 You agree to indemnify Us from and against any and all losses, liabilities, demands, fees, charges, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) ("Damages") incurred or sustained by Us whether as a result of any actions, proceedings, claims or otherwise arising out of or in connection with:
- 11.6.1 these Terms;
- 11.6.2 Your failure to comply with the undertakings set out in clause 4.1 above;
- 11.6.3 any Direct Debit Instructions and/or Our acting or relying on any Direct Debit Instructions; or
- 11.6.4 any amounts which are paid or returned to any Debtor or any other third parties in respect of reimbursement of amounts debited, including any indemnity payment We are required to make to a Debtor's bank under the applicable Rulebook, except in the event such Damages are directly caused by Our negligence or deliberate default. This indemnity shall survive termination of these Terms.
- 11.7 We will not be liable for any failure or delay in performing Our obligations under these Terms if such failure or delay is caused by circumstances beyond Our reasonable control, including, but not limited to, any abnormal or unforeseen circumstances, acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, floods, fires, explosions or other catastrophes or natural disasters, Our compliance with any law, governmental order, rule regulation, direction or obligations under either of the Rulebooks, or failure of equipment, software or communications networks or other circumstances affecting the supply of goods or services.
- 12 Data Protection**
- 12.1 You shall at all times comply with the Data Protection Act 1998 (the "DPA") and any other applicable regulations or legislation, and in particular with the data protection principles set out in the DPA.
- 12.2 Where personal data is provided or disclosed by You to Us, You will ensure that all necessary consents have been obtained from and/or all necessary information has been provided to the persons to whom those data relate, allowing Us and Our data processors to receive such personal data and to use and process in order to:
- 12.2.1 Provide the Service to You; and
- 12.2.2 Validate and process Direct Debit Instructions submitted by or on behalf of You.
- 13 Fees**
- 13.1 We will charge You fees for the Service as We may agree with You from time to time.
- 14 Communications And Electronic Records**
- 14.1 We may monitor and record communications with You, Your agents, employees and contractors for any purpose connected with the Service which We consider appropriate.
- 14.2 Records and audit logs maintained by Us in relation to the Service, any Collection, Mandate or Direct Debit Instruction shall be deemed to be accurate until the contrary is proved, and the burden of proof that they are in accurate shall lie with You.
- 15 Contacting Each Other**
- 15.1 We may contact You by post, telephone and electronically using the last details You supplied Us.
- 15.2 You can contact Us:
- by emailing the Lloyds Bank Euro Service helpdesk GRPSEPADD@Lloydsbank.co.uk;
 - by calling the Lloyds Bank Euro Services Team on 0845 604 7380 (or +44 (0)1733 231271 for calls from outside the UK); or
 - in writing to Lloyds Bank Euro Services, P.O. Box 72, Bailey Drive, Gillingham, Kent, ME8 0LS. TNT 23.
- 15.3 We will update You in writing of any changes to contract details and/or procedure.
- 16 Termination**
- 16.1 We may suspend or terminate, or withdraw or cease to provide the Service to You with immediate effect in any of the following circumstances:
- 16.1.1 Where, in Our opinion, You are in breach of any provision of these Terms, the Account Terms or any other arrangement with Us; or
- 16.1.2 Where:
- (a) You become unable to pay Your debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986 or any amendment to re-enactment of such legislation: or
 - (b) A resolution is passed or a petition is presented for Your winding up; or
 - (c) Your compound with or enter into any arrangements with creditors; or
 - (d) A receiver or administrator is appointed over any of Your property or assets or an administration application is presented or made for the making of an administration application order or a notice of intention to appoint an administrator is filed with the court; or
 - (e) You are dissolved or become bankrupt; or
 - (f) Any action is taken in any jurisdiction which is similar or analogous to any of the events set out in this clause 16.1.2; or
 - (g) You experience a material adverse change in Your ability to perform Your obligations under these Terms.
- 16.2 Either We or You may terminate these Terms on 30 days written notice to the other party.
- 16.3 Notwithstanding any termination, We may (i) continue to process annulments which are validly communicated by Debtors, pertaining to debit instructions carried out; and (ii) debit Your account with Us for, and You will pay to Us on demand, and without undue delay, any sums required to be returned or paid to any Debtor (directly or via another deposit bank). This clause 16.3 shall survive termination of these Terms.
- 16.4 If you decide to discontinue use of the Service you must notify us immediately.
- 16.5 If you discontinue the use of the Service or these Terms are terminated under this clause 16.3, We reserve the right to call for cash collateral in respect of any outstanding refund, return or reject liability we may have under the Core Scheme Rules, the B2B Scheme Rules or the Payment Services Regulations.

17 Successors

17.1 These Terms will be for the benefit of and binding on You and Us, and any of Our successors or assigns.

18 Our Right To Make Changes To These Terms

18.1 We have the right to change these Terms at any time by giving You notice. Your rights to use the Service will not be affected by the change until You have actually received the notice. Changes will be notified to You in writing either by post or by e-mail.

18.2 If the change is to Your disadvantage, We will give You 30 days written notice before We made the change. At any time up to 60 days from the date of notification, You may, without notice, terminate Your use of the Service without having to pay any extra charges or interest for doing this. If the change is not to Your disadvantage, We may make the change immediately and tell You about it in writing within 30 days. If We have made major change or a lot of minor changes in any one year, We will give You a copy of the new terms and conditions or a summary of the changes.

19 The Validity Of These Terms

19.1 We have made every attempt to ensure the fairness of these Terms. If any part proves not to be legally valid because it is unfair, it will not affect the rest and We are entitled to treat that term as changed in a way that makes it fair and valid.

20 Assignment And Third Party Rights

20.1 We may transfer any and all of Our rights and duties under these Terms. Save as provided otherwise in these Terms a person who is not a party to these terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these.

21 Payment Services Regulations

21.1 The Payment Services Regulations apply to these Terms and Conditions except that all the provisions contained in those regulations which can be excluded in agreements with certain businesses are excluded to the fullest extent possible.

22 Governing Law

22.1 These Terms shall be governed by English law and You submit to the exclusive jurisdiction of the English courts.

www.lloydsbankcommercial.com

Please contact us if you would like this in Braille, large print or on audio tape.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact your Relationship Manager or any of our offices. You can also find details on our website, at <http://www.lloydsbankcommercial.com/contactus>