

# SEPA Direct Debit Debtor Terms and Conditions

Terms and Conditions which apply to the SEPA Direct Debit Service for Commercial Banking customers acting as Debtors.

## 1 Definitions

**“Account”** means any and each Current Account or Foreign Currency Account held by you with us in relation to which you have issued a Mandate;

**“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;

**“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;

**“Corporate Account Terms”** means the Primary Corporate Account terms and conditions and/or the Foreign Corporate Account terms and conditions;

**“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;

**“Rulebook”** means the Core Scheme Rulebook and/or the B2B Scheme Rulebook (as applicable);

**“SEPA DD Debtor Service”** means our services to you as a debtor in respect of any Collection as set out in these Terms;

**“Terms”** means these terms and conditions;

**“we”/“us”/“our”** means Lloyds Bank plc.

**“you”/“your”** means the entity which completed the Corporate Account Terms application form.

Any capitalised terms not defined in these Terms shall have the meaning ascribed to them in the Corporate Account Terms.

## 2 Purpose of these terms

- 2.1 These Terms supplement the Corporate Account Terms. They apply to you if you have entered into the Corporate Account Terms and wish to receive our SEPA DD Debtor Service. These Terms set out the terms and conditions upon which we provide the SEPA DD Debtor Service to you in your capacity as a debtor under the Core Scheme or the B2B Scheme. In the event of any conflict between (a) these Terms and/or the Rulebooks and (b) the Corporate Account Terms, these Terms and/or the Rulebooks shall prevail.

## 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 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 Terms 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 signing the relevant Mandate will constitute consent to each Collection.

## 5 Your undertakings

### 5.1 You undertake to us:

- (a) to comply with the Core Scheme Rules or the B2B Scheme Rules (as applicable) relating to debtors;
- (b) to comply with the terms of Mandates agreed with your creditors;
- (c) to claim refunds only in accordance with the relevant timing requirements under the Core Scheme Rulebook and set out in Summary for Debtors under the SEPA Direct Debit Schemes and these Terms;
- (d) 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;
- (e) 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 Mandate relevant to the provision by us of the SEPA Direct Debit Service;
- (f) 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
- (g) 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.

## 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 Lloyds Bank's exchange rates (unless otherwise agreed). We may change our exchange rates at any time and without notice to you. Such changes to an exchange rate will be applied immediately.

## 7 Amendment or cancellation of a Mandate

- 7.1 You may amend a 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 Mandate characteristics for which you are responsible should one or more of these characteristics change within the lifetime of the 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 Mandate is cancelled. If you cancel a Mandate you must inform us immediately. On your written instructions we will refuse any future direct debit demands under the cancelled 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).
- 7.3 You have the right to instruct us to prohibit the debiting of your Account for any Collection.

## 8 Eligibility to receive SEPA DD 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 DD 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 2009 in respect of an unauthorised or incorrectly executed payment, provided that you notify us no later than 2 Business Days after the debit date. Your refund rights are set out in the Payment Services Regulations 2009 and the Summary for Debtors under the SEPA Direct Debit Schemes.

## 10 Liability

- 10.1 Our duties in respect of the SEPA DD Debtor Service are limited to those expressly set out in these Terms.
- 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 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 Terms or the applicable Rulebook.
- 10.4 Nothing in this clause 10 excludes our liability for fraudulent misrepresentation by us, our servants or agents, your refund rights under the Core Scheme, or our liability for death or personal injury caused by our negligence or the negligence of our servants or agents.

## 11 Charges

- 11.1 We will charge you for the SEPA DD Debtor Service by applying the tariff as agreed from time to time with your relationship manager. A copy of this tariff will be provided by your relationship manager. Details of our standard tariffs are available from the Commercial Banking website. You may request a copy of your tariff at any time from your relationship manager.

## 12 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 manager immediately of any new 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 Mandate information required by us and/or to correctly check the Mandate information provided to you or to pre-notify us of any new 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 Terms.

## 13 Other terms

- 13.1 You must not allow anyone other than an authorised signatory to sign a 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 Terms without enquiring about its purpose, or the circumstances in which the 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 Mandate or otherwise needed for us to provide the SEPA DD 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 published on our website: <http://www.lloydsbankcommercial.com/terms-and-conditions/> 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: [www.europeanpaymentscouncil.eu](http://www.europeanpaymentscouncil.eu)

## 14 Payment Services Regulations

- 14.1 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.

[lloydsbankcommercial.com](http://lloydsbankcommercial.com)

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

We accept calls made via Text Relay. We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Lloyds Bank Commercial Banking is a trading name of Lloyds Bank plc.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Telephone: 020 7626 1500.

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Lloyds Bank plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

(Please note that due to the scheme's eligibility criteria not all Lloyds Bank Commercial Banking customers will be covered by these schemes.)

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

[www.lloydsbankcommercial.com/contactus/](http://www.lloydsbankcommercial.com/contactus/)