

# Terms and Conditions

**Summary for Debtors**

**SEPA Direct Debit Schemes**

## Summary for Debtors under the SEPA Direct Debit Schemes.

### What is a SEPA Direct Debit?

1. The SEPA Core Direct Debit Scheme and SEPA Business To Business Direct Debit Scheme (together the "SEPA Direct Debit Schemes" or "Schemes") provide a method for paying bills and making other payments, and are ideally suited for regular but variable payments such as subscriptions or utility bills cross-border payments within the Single Euro Payments Area (SEPA). The Schemes apply to payments in euro even where your account is not denominated in euro within the Single Euro Payments Area ("SEPA").
2. There are two SEPA Direct Debit Schemes:
  - the Core Scheme is primarily intended for consumers (including private individuals and micro-enterprises); and
  - the Business to Business (or "B2B") Scheme is restricted to business customers which are non-consumers.

(If you are thinking of setting up a mandate under the SEPA Business To Business Direct Debit Scheme you should contact your Relationship Manager.)
3. The payment is made by us to the person or company to whom the payment is due (called "the Creditor"). You authorise the Creditor to collect the payment from us by completing a Mandate Form supplied by the Creditor. You should complete all the fields on the Mandate Form. You must ensure that you provide your address on the mandate. If the address is not provided then it could cause your direct debit payment to be rejected.
4. You should return the completed Mandate Form to the Creditor (not us). If you are making a SEPA Direct Debit under the Core Scheme you do not need to take any further steps – the Creditor will arrange for the payments to be collected from us.

If you wish to make payments under the SEPA Business to Business Direct Debit Scheme you must also complete a SEPA Direct Debit Business To Business Mandate Notification Form and return it to TSB Business Banking Centre no later than 24 hours before the first collection is due.

(You can request a SEPA Direct Debit Business To Business Mandate Notification Form from your Relationship Manager.)
5. The Creditor will inform you of the amount and due date of each payment to be made. If the payments are a series of fixed amounts, you may be informed once only, when the arrangement is established. In other cases, you will be informed at least 14 days before the payment is collected (unless otherwise agreed between you and the Creditor).
6. Debtors have different rights depending on which Scheme they join. The main differences between the Schemes are summarised below.

### Cancelling and amending Mandates

7. You may inform the Creditor (and in the case of the SEPA Business To Business Direct Debits, your Relationship Manager) at any time that a Mandate is cancelled. Once the Creditor has been informed, it may no longer collect payments on the basis of the cancelled Mandate.

You may instruct us to refuse any future direct debit demands which a Creditor has pre-notified you of.
8. You may amend a Mandate by informing the Creditor of the changes you wish to make (and in the case of the SEPA Business To Business Direct Debit, your Relationship Manager).

### Refunds under the SEPA Core Direct Debit Scheme

9. You may request us to refund a direct debit payment under the Core Scheme in the circumstances summarised below.
10. If you consider that the amount of the payment is wrong, or you wish to have a refund for any other reason, you must inform us no later than eight weeks after the payment was debited to your payment account. You must explain the reason for your refund request at the same time. We are obliged to give you a refund if you make a valid refund request within this eight week period.
11. You may request a refund more than eight weeks after the payment was debited to your payment account provided:
  - (a) you did not authorise the payment and
  - (b) you make your claim within 13 months of the debit date. If you wish to have a refund for this reason, you must inform us as soon as you become aware of the circumstances.

We may require you to provide evidence supporting your claim. You should also be aware that we may not be legally obliged to give you a refund if there is a long delay between the payment being debited to your payment account and your request for a refund.
12. If you request a refund, any obligations you may have to pay the Creditor will not be satisfied. You will remain responsible for paying any amount which the Creditor is owed.

### Consumer Rights

13. The following table sets out some of the main protections you are entitled to rely on if you are a consumer participating in the **SEPA Core Direct Debit Scheme**. You can find full details of the Schemes at <http://www.europeanpaymentscouncil.eu/index.cfm/sepa-direct-debit/sepa-direct-debit-core-scheme-sdd-core/>

Consumer Right	Description
Right to prevent any SEPA DDs being collected from your account	You can essentially opt-out of SEPA DDs and introduce a blanket ban to prevent any SEPA DD being taken. This can be done for a particular date range if required, or can be indefinite.
Right to limit an individual SEPA DD collection to a certain maximum amount	You can limit a particular direct debit mandate to a specific maximum value.
Right to limit an individual SEPA DD collection to a certain periodicity	You can limit a particular direct debit mandate to a specific frequency, e.g. 1 per month.
Right to restrict SEPA DD collections to specific payees	You can set up a White list of payees who are able to take funds from your account via a SEPA DD, preventing all other payees from doing so.
Right to block specific payees for SEPA DD collections	You can set up a Blacklist of payees who are unable to take funds from your account via a SEPA DD, with all other payees being able to do so.
Right to suspend a specific SEPA DD mandate	You can have a specific SEPA DD mandate suspended or reinstated on demand.
Right to have each direct debit transaction checked	If your direct debit mandate does not give you the right to a refund, you will be able to instruct us to check whether the amount and timing of each incoming direct debit transaction is the same as you originally agreed.
Right to specify which bank account your SEPA DD payment is made from	The person or company billing you will no longer be able to specify that you can only pay them from an account located in a specific Member State. For example, a utility company in another SEPA country will not be able to insist that you pay them by direct debit from a bank account based in their country, as opposed to a UK bank account.

### Major differences between the SEPA Core Direct Debit Scheme and the SEPA B2B Direct Debit Scheme

14. You are not eligible to participate as a Debtor under this Scheme if you are a consumer or a micro enterprise. The Scheme is designed for payments between businesses.
  15. There is no refund right under the B2B Scheme, however, you may be entitled to a refund under the Payment Services Regulations 2009 if the payment was not authorised by you or the payment was incorrectly executed. You must make any claim for an unauthorised payment within the time limit specified in our terms and conditions.
  16. Because there is no refund right under the B2B Scheme and the potential large amounts involved, we are required to check that each payment collection corresponds with information provided by you about the relevant Mandate.
  17. Direct debit transactions can be effected more quickly under the B2B Scheme.
- If you want to participate in the Business To Business Scheme please speak to your Relationship Manager.**

Our normal call centre times are 7am to 8pm Monday to Friday, 9am to 2pm Saturdays. Due to Covid-19 they have reduced temporarily.

If you'd like this in another format such as large print, Braille or audio please ask in branch or call us on **0345 835 3858** (lines open from 8am to 6pm Monday to Friday, 9am to 2pm Saturdays).

If you have a hearing or speech impairment you can contact us using Text Relay or Textphone on **0345 835 3852** (lines open from 8am to 6pm Monday to Friday, 9am to 2pm Saturdays).

[tsb.co.uk/business](https://tsb.co.uk/business)

If you need to call us from abroad, or prefer not to use our **0345** number, you can also call us on **0203 284 1576**.

Not all Telephone Banking services are available 24 hours a day, 7 days a week. Please speak to a TSB Partner for more information.

Calls may be monitored or recorded.

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