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SEPA BUSINESS TO BUSINESS DIRECT DEBIT SCHEME RULEBOOK

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TABLE OF CONTENTS

0 DOCUMENT INFORMATION 5

0.1 References 5
0.2 Change History 7
0.3 Purpose of Document 10
0.4 About the EPC 10
0.5 Other Related Documents 10

1 VISION & OBJECTIVES 12

1.1 Vision 12
1.2 Objectives 12
1.3 Binding Nature of the Rulebook 13
1.4 Separation of the Scheme from the Infrastructure 13
1.5 Other Features of the Scheme 13
1.6 The Business Benefits of the Scheme 13
1.7 Common Legal Framework 15

2 SCOPE OF THE SCHEME 16

2.1 Application to SEPA 16
2.2 Nature of the Scheme 16
2.3 Recurrent and One-off Direct Debits 17
2.4 Additional Optional Services 17
2.5 Currency 18
2.6 Reachability 18
2.7 Rules for managing the erroneous use of the B2B Scheme 18

3 ROLES OF THE SCHEME ACTORS 20

3.1 The Actors 20
3.2 The Four Corner Model 21
3.3 Clearing and Settlement Mechanisms 22
3.4 Intermediary Banks 22
3.5 Governing laws 22
3.6 Relationship with Customers 22

4 BUSINESS AND OPERATIONAL RULES 23

4.1 The Mandate 23
4.2 Collections 24
4.3 Time Cycle of the Processing Flow 26
4.4 Exception Handling 30
4.5 Process Descriptions 32
4.6 Description of the Process Steps 41
4.7 Business Requirements for Datasets 58
4.8 Business Requirements for Attributes 76

5 RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS 89

5.1 The B2B Scheme 89
5.2 Compliance with the Rulebook 89
5.3 Reachability (□ e-Mandates) 89
5.4 Eligibility for Participation 90
5.5 Becoming a Participant 92

5.6 B2B Scheme List of Participants 92
5.7 Obligations of a Creditor Bank 93
5.8 Obligations of a Debtor Bank 95
5.9 Limitation of Liability (□ e-Mandates) 96
5.10 Liability of the EPC 97
5.11 Termination 98
5.12 Intellectual Property 98
5.13 Interchange Fees 98
5.14 Contractual Provisions 99
5.15 Application of the EU legislation between Participants 100
5.16 Rules to migrate legacy mandates 100

6 SEPA SCHEME MANAGEMENT 107

6.1 Development and Evolution 107
6.2 Administration and Compliance 107

7 TERMS DEFINED IN THE RULEBOOK 109

TABLE OF FIGURES

FIGURE 1: 4-CORNER MODEL - CONTRACTUAL 21
FIGURE 2: 4-CORNER MODEL - MANDATE 23
FIGURE 3: 4-CORNER MODEL – COLLECTIONS 25
FIGURE 4: PROCESSING FLOW TIME CYCLES 29
FIGURE 5: PR01 - ISSUING THE MANDATE 34
FIGURE 6: PR02 - AMENDMENT OF THE MANDATE 35
FIGURE 7: PR03 - CANCELLATION OF THE MANDATE 36
FIGURE 8: PR04 - COLLECTION OF DIRECT DEBIT 38
FIGURE 9: PR05 - REVERSAL OF A TRANSACTION 39
FIGURE 10: PR06 – OBTAIN A COPY OF A MANDATE 40

ANNEXES

ANNEX I DRAFT SEPA B2B DIRECT DEBIT ADHERENCE AGREEMENT

ANNEX II RISK MANAGEMENT

ANNEX III RULEBOOK AMENDMENTS AND CHANGES SINCE B2B SDD RULEBOOK VERSION 7.3

ANNEX IV SEPA SCHEME MANAGEMENT INTERNAL RULES

ANNEX V MAJOR DIFFERENCES BETWEEN THE SEPA CORE DIRECT DEBIT SCHEME AND THE SEPA B2B DIRECT DEBIT SCHEME

ANNEX VI INQUIRY PROCEDURE FOR THE DETERMINATION OF ERRONEOUS SCHEME TRANSACTIONS

ANNEX VII E-MANDATES

ANNEX VIII MAJOR DIFFERENCES IN THE SEPA B2B DIRECT DEBIT SCHEME BETWEEN THE USE OF PAPER MANDATES AND E-MANDATES

0 DOCUMENT INFORMATION

0.1 References

This section lists documents referred to in the Rulebook. The convention used throughout is to provide the reference number only, in square brackets. Use of square brackets throughout is exclusively for this purpose.

	Document Number	Title	Issued by:
[2]		Directive 2007/64/EC on Payment Services in the Internal market published in the Official Journal of the European Union on 5 December 2007 effective until 12 January 2018 (PSD 1)	European Commission
[3]	ISO 13616	Financial services - International bank account number (IBAN) -- Part 1: Structure of the IBAN	ISO
[4]	ISO 3166	Country Codes	ISO
[5]	ISO 9362	Business Identifier Codes (BIC)	ISO
[7]	EPC310-07	Risk Mitigation in the SEPA B2B Direct Debit Scheme[1]	EPC
[8]	May 2002 White Paper	Euroland: Our Single Payment Area!	EPC
[9]	EPC301-07	SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines	EPC
[10]	ISO 20022	Financial Services – Universal Financial Industry Message Scheme	ISO
[11]	EPC016-06	SEPA Core Direct Debit Scheme Rulebook	EPC
[12]	EPC131-08	SEPA Business-to-Business Direct Debit Scheme C2B Implementation Guidelines	EPC
[13]	EPC329-08	Guide to the Adherence Process for the SEPA Direct Debit Schemes	EPC
[14]	EPC129-09	SEPA B2B Direct Debit Scheme E-Mandate Service Implementation Guidelines	EPC
[16]	EPC291-09	Requirements and Specifications for EPC Approved Server CAs for e-Mandate Services	EPC
[17]	EPC409-09	EPC List of SEPA Scheme Countries	EPC
[18]	EPC208-08	e-Operating Model detailed specifications	EPC
[19]	EPC109-08	EPC e-Operating Model for e-Mandates.	EPC
[21]	EPC392-08	Guidelines for the Appearance of Mandates	EPC

[1] Restricted distribution.

[22]	EPC 173-14	EPC Guidance on Reason Codes for SEPA Direct Debit R-transactions	EPC

0.1.1 Defined Terms

This Rulebook makes reference to various defined terms which have a specific meaning in the context of this Rulebook. In this Rulebook, a defined term is indicated with a capital letter. A full list of defined terms can be found in Chapter 7 of this Rulebook. The Rulebook may make reference to terms that are also used in the Payment Services Directive. The terms used in this Rulebook may not in all cases correspond in meaning with the same or similar terms used in the Payment Services Directive.

0.1.2 Rules specific to e-Mandate Service

The rules specific to the e-Mandate service are described in Annex VII. Sections of the main body of the Rulebook impacted by the e-Mandate service are identified with the indication: '□ e-Mandates' next to the title of the section.

0.2 Change History

Issue nbr	Dated	Reason for revision
V1.0	26/09/2007	Second reading by LSG for legal review and by SPS WG for approval for submission to the December 2007 Plenary. As it has been confirmed that the B2B Scheme is a separate Scheme, the numbering was changed and now starts from 1.0. Main changes in comparison with the Core SDD Scheme Rulebook version 2.3 and for other reasons than the B2B nature of the Scheme: • Addition of Creditor Reference Party • Addition of names/identification codes for the Creditor Reference Party and the Debtor Reference Party • Amendments due to Payment Services Directive alignment • One new process: a procedure for requesting a copy of a Mandate • Other lesser changes
V1.1	24/06/2008	Major changes: • Amendments due to Payment Services Directive alignment • Addition of attributes 'Purpose' and 'Category Purpose' • Liability provisions • Introduction of an inquiry procedure for error detection • Other lesser changes
V1.2	24/06/2009	Major changes: • Inclusion of e-mandate option (Annex VII) • Inclusion of B2B DD Scheme Adherence Agreement (Annex I) • New section on rules to migrate legacy mandates (5.17) • New annex VIII on major differences in the B2B Scheme between the use of paper mandates and e-mandates • Revised texts on liability and indemnity (5.9) • Other lesser changes In addition, changes made after the 1 April – 14 May consultation are also included
V1.3	30/10/2009	Changes: • Update chapter 5.4 to allow payment institutions and public sector bodies to adhere • Temporary annex IX has been removed
V2.0	30/10/2009	Changes: • Inclusion of multiple signatures option in the e-Mandate option • Other lesser changes
V2.1	01/11/2010	SEPA Scheme Management Internal Rules v2.0 replaced by v2.1 in annex IV
V3.0	01/11/2010	Inclusion of new annex IX (AMI) Changes for clarification, updating and correction of errors
V3.1	17/11/2011	SEPA Scheme Management Internal Rules v2.1 replaced by v3.0 in annex IV
V4.0	17/11/2011	Version 4.0 approved by Plenary on 27 September 2011.
V4.1	06/11/2012	Inclusion of version 4.0 of the SEPA Scheme Management Internal Rules. No other changes

V5.0	30/11/2012	Version 5.0 approved by Plenary on 26 September 2012 Major Changes: • Adaptation to the SEPA Regulation • Inclusion of new reject codes All changes compared to version 4.1 are listed in Annex III.
V5.1	12/12/2013	Version 5.1 approved by Plenary on 12 December 2013 Changes made having no operational impact: • Removal of the references to PE-ACH and PE-ACH/CSM Framework. • Some sections referred by error to Annex VI instead of Annex VII and to Annex III instead of Annex V. • Under section 4.7.2 DS-01 'The Mandate': renumbering of figure 11 into figure 12 (previous version had a figure 11 under section 4.5.6 and 4.7.2). • The SDD B2B mandate illustration under Figure 12 has been replaced by the SDD B2B mandate illustration of the SDD B2B Rulebook version 4.1. • Under section 4.7.2, the legal text of the mandate authorization under "Guidelines for the design of the SEPA B2B Direct Debit Mandate" has been replaced by the legal text shown in the SDD B2B mandate illustration of the SDD B2B Rulebook v4.1. No other content changes have been done All changes compared to version 4.1 and 5.0 are listed in Annex III.
V6.0	08/10/2014	Version 6.0 approved by Plenary on 08 October 2014 Major Changes: • Update in the category descriptions of Scheme applicants that are deemed automatically to be eligible under Rulebook section 5.4 on eligibility for participation. • The removal of the notion 'qualified electronic signature' • Corrections on the definition of 'refusal by the Debtor' in section 4.4
		• Wording change on the form of the Mandate in section 5.7 • Clarification on the use of attribute AT-25 • Removal of the SDD Mandate illustration in dataset DS-01 • Extension of mandate amendment combinations in attribute AT-24 • Extend the explanation of reason code MD01 to "No Mandate or unable to obtain mandate confirmation from Debtor" • Announcement in the relevant Rulebook sections that the current requirement to use the sequence type 'First' in a first of a recurrent series of Collections is no longer mandatory as of the effective date in November 2016 of the Rulebook version 7.0 All changes (including minor changes) compared to version 5.1 are listed in Annex III
V7.0	26/01/2015	Changes approved by Plenary on 11 December 2014 The use of the sequence type 'First' in a first of a recurrent series of Collections is no longer mandatory (i.e. a first Collection can be identified in the same way as a subsequent Collection with the sequence type 'RCUR')

V7.1	04/03/2015	Approval by the EPC Board on 4 March 2015 of the new Scheme Management Internal Rules (SMIRs) (EPC207-14 v1.0) replacing the previous SMIRs (EPC027-07 v4.0) following a 90 day public consultation on the drafted new SMIRs that ended on 31 January 2015. References to various EPC bodies have been adapted according to the new SMIRs.
V7.2	02/03/2016	Approval by the EPC Board on 02 March 2016 of the new Scheme Management Internal Rules (SMIRs) (EPC207-14 v2.0) replacing the previous SMIRs (EPC207-14 v1.0) following a 90 day public consultation on the drafted new SMIRs that ended on 31 December 2015. The aim of new SMIRs is to increase the transparency of the evolution of the EPC SEPA scheme rulebooks and to enhance the involvement from end-users and technical players in the change management process. A substantial number of major amendments have been made in Chapter 4 and Chapter 5 of the SMIRs.
V7.3	24/11/2016	Approval by the Scheme Management Board on 3 November 2016 of the new Scheme Management Internal Rules (SMIRs) (EPC207-14 v3.0) replacing the previous SMIRs (EPC207-14 v2.0) following a 90 day public consultation on 2016 change requests that ended on 4 July 2016. One approved change request covered additional wording in section 2.1 of the SMIRs. A second approved change request contained wording additions in section 3.2.3.5 in the SMIRs and in the Rulebook section 5.6. These changes have no impact on the business and operational rules.
2017 version v1.0	24/11/2016	Changes following a 90 day public consultation on 2016 change requests that ended on 4 July 2016. Inclusion of regulatory changes linked to PSD 2 and the Eurosystem oversight assessment.
2017 version 1.1	18/10/2017	Inclusion of regulatory changes in the sections 5.7 and 5.8 linked to the Eurosystem oversight assessment as approved by the September 2017 SMB meeting. Editorial change by changing the term 'Risk Mitigation' into 'Risk Management'. These changes have no impact on the business and operational rules.

0.3 Purpose of Document

This Rulebook builds on the existing Direct Debit Scheme Rulebook described in [11]. This Scheme will be referred to in this Rulebook as the SEPA Core Direct Debit Scheme ("Core Scheme").

A SEPA Scheme is a common set of rules, practices and standards for the provision and operation of a SEPA payment instrument2 agreed at inter-bank level in a competitive environment.

The objectives of the Rulebook are:

- To be the primary source for the definition of the rules and obligations of the Scheme
- To provide authoritative information to Participants and other relevant parties as to how the Scheme functions
- To provide involved parties such as Participants, Clearing and Settlement Mechanisms ("CSMs"), and technology suppliers with relevant information to support development and operational projects

0.4 About the EPC

The EPC is the decision-making and coordination body of the European banking industry in relation to payments whose declared purpose is to support and promote the creation of SEPA.

The vision for the SEPA3 was formulated in 2002 at the time of the launch of EPC, when some 42 banks, the three European Credit Sector Associations ('ECSAs') and the Euro Banking Association ('EBA') came together and, after an intensive workshop, released the White Paper (reference [8]) in which the following declaration was made and subsequently incorporated into the EPC Charter:

'We, the European banks and European Credit Sector Associations:

- share the common vision that Euroland payments are domestic payments,
- join forces to implement this vision for the benefit of European customers, industry and banks and accordingly,
- launch our Single Payments Area.'

0.5 Other Related Documents

The Rulebook is primarily focused on stating the business requirements and inter-bank rules for the operation of the Scheme. In addition to the Rulebook there are a number of key documents which support the Scheme operationally:

0.5.1 SEPA Business-to-Business Direct Debit Implementation Guidelines

The complete data requirements for the operation of the Scheme are classifiable according to the following data model layers:

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[2] As set out in section 0.1.1, the term "payment instrument," as used in this Rulebook, is not to be construed as corresponding in meaning to the definition of "payment instrument" in the Payment Services Directive.

[3] See reference [17]

- The business process layer in which the business rules and requirements are defined and the related data elements specified.
- The logical data layer which specifies the detailed datasets and attributes and their inter-relationships.
- The physical data layer which specifies the representation of data in electronic document formats and messages.

This Rulebook focuses on the business process layer and appropriate elements of the logical layer.

The SEPA Business-to-Business Direct Debit Scheme Implementation Guidelines are now available as two complementary documents:

- the mandatory guidelines regarding the inter-bank Collection messages (SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines) and
- the guidelines regarding the Customer-to-Bank Collection messages (SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines) which each participant is obliged to support at the request of the Creditor.

The SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines (reference [9]) and the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines (reference [12]) which set out the rules for implementing the direct debit ISO 20022 XML standards, constitute binding supplements to the Rulebook.

0.5.2 EPC e-Operating Model (only for the e-Mandate option)

The e-Operating Model (reference [19]) covers aspects such as guaranteed delivery, non-repudiation of emission/reception, authentication of sender, data integrity, encryption, compression, and will be aligned with the EPC business requirements (Annex VII), rules and best practices.

It focuses on applicational data transport over the Internet between the creditor websites and validation services, through a routing service. Furthermore, in order to assure a secure communication between the Debtor and the Creditor, minimum security requirements are defined for debtor browsers.

0.5.3 Adherence Agreement

The Adherence Agreement, to be signed by Participants, is the document which binds Participants to the terms of the Rulebook. The text of the Adherence Agreement is available in Annex I. The Rulebook and Adherence Agreement entered into by Participants together constitute a multilateral contract among Participants and the EPC. The rules and procedures for joining the Scheme are set out in the Scheme Management Internal Rules (the "**Internal Rules**"). In addition, a guidance document (Guide to the Adherence Process for the SEPA Direct Debit Schemes [13]) is available.

1 VISION & OBJECTIVES

This chapter provides an introduction to the Scheme, setting out the background to the Scheme as well as its aims and objectives.

1.1 Vision

The Scheme provides a set of inter-bank rules, practices and standards to be complied with by Participants who adhere to the Scheme. It allows payment services providers in SEPA to offer a SEPA-wide business-to-business ('B2B') direct debit product to Business Customers. The Scheme also provides a common basis on which Participants are able to offer new and innovative services.

The euro direct debit product based on the Scheme provides Business Customers with a straightforward instrument possessing the necessary reliability, predictable execution time and reach.

Only non-consumers have access as payers to services based on the B2B Scheme.

B2B direct debits within SEPA are able to be processed in accordance with the rules and standards of this Scheme.

SEPA B2B Direct Debits are fully automated and based on the use of open standards and the best practices of straight through processing ('STP') without manual intervention.

SEPA B2B Scheme is built on the characteristics of the Core Direct Debit Scheme, by adding specific features for use in B2B transactions.

1.2 Objectives

(☐ e-Mandates)

- To maintain a scheme with no disparities between national and cross-border euro direct debits in accordance with the 'SEPA Regulation'.
- To provide a scheme satisfying the needs of business customers to use a fast and efficient payment scheme limiting the credit risk of the creditors while supplying goods and/or services to debtors.
- To enable the achievement of best-in-class security, low risk and improved cost efficiency for all participants in the payments process.
- To allow the further development of a healthy and competitive market for payment services.
- To meet the actual and future needs of parties via a simple, well-controlled, fully dematerialised, secure, reliable, transparent and cost-efficient instrument.
- To improve the current level of service provided to business customers towards the highest existing service level experienced in SEPA today.
- To provide a framework for the removal of local inhibitors and the harmonisation of standards and practices.
- To maintain a scheme that is flexible enough to be adapted to various kinds of future market requirements and processes.

1.3 Binding Nature of the Rulebook

Becoming a Participant in the Scheme involves signing the Adherence Agreement. By signing the Adherence Agreement, Participants agree to respect the rules described in the Rulebook. The Rulebook describes out the liabilities and responsibilities of each Participant in the Scheme.

Participants are free to choose between operating processes themselves, or using intermediaries or outsourcing (partially or completely) to third parties. However, outsourcing or the use of intermediaries does not relieve Participants of the responsibilities defined in the Rulebook.

The Rulebook covers in depth the main aspects of the inter-bank relationships linked to the Scheme. For the relationships between a **Participant** and its **customer**, the Rulebook specifies the minimum requirements imposed by the Scheme. For the relationships between a **Creditor** and a **Debtor**, the Rulebook also specifies the minimum requirements of the Scheme.

1.4 Separation of the Scheme from the Infrastructure

It is a key feature of the Scheme that it provides a single set of rules, practices and standards which are then operated by individual Participants and potentially multiple infrastructure providers. Infrastructure providers include CSMs of various types and the technology platforms and networks that support them. Infrastructure is an area where market forces operate based on the decisions of Participants.

The result is that the B2B direct debit instrument based on a single set of rules, practices and standards is operated on a fully consistent basis by CSMs chosen by individual Participants as the most appropriate for their needs.

1.5 Other Features of the Scheme

- Participants which have adhered to the Scheme may participate only through an EEA-licensed branch unless they participate through their SEPA head office (which may be located in a SEPA country or territory outside the EEA).
- The rights and obligations of Participants, and, as appropriate, their Customers, are clear and unambiguous.
- Direct debit messages use open, industry-recognised standards.
- The Scheme ensures full interoperability between Participants.
- The rules ensure that responsibility for risk management is allocated where the risk lies and that liability falls where the fault lies.
- Participants are free to innovate and satisfy customer needs in a competitive market place, as long as these innovations do not conflict with the Rulebook.

1.6 The Business Benefits of the Scheme

1.6.1 Advantages for and Expectations of Creditors

For Creditors, the Scheme identifies all issuers of recurrent and one-off bills as potential Customers.

The most important advantages offered by the Scheme to a Creditor are:

- A simple and cost-efficient way to collect Funds

- The ability to determine the exact date of Collection
- The certainty of payment completion within a pre-determined and short time-cycle
- The opportunity to optimise cash-flow and treasury management
- Straightforward reconciliation of received payments
- The ability to automate exception handling such as Returned and Rejected Collections and Reversals
- One payment instrument throughout SEPA for Creditors holding an account in SEPA
- A fast Collection procedure to satisfy the need for a payment instrument with a short credit risk period for the Creditor, in combination with an early finality of the funds received
- The opportunity to collect Funds from Debtors through the use of a single payment instrument
- The reduction of administrative costs and the enhancement of security due to the optional use of digital signatures for signing Mandates, once electronic signatures become available.

1.6.2 Advantages for and Expectations of Debtors

For Debtors, the Scheme caters for Business Customers as potential users. The most important advantages offered by the Scheme to a Debtor are:

- A fast and simple means of paying bills, reducing incidence of late payment and its consequences
- Allows the Debtor to do business with a Creditor requiring the use of the B2B Scheme for making payments in an efficient way
- The Debtor is easily reachable for SEPA-wide business offers since the Scheme is a single, trusted payment service for all Creditors in SEPA
- Straightforward reconciliation of debits on account statements
- The possibility to sign a Mandate on paper or in a fully-electronic way once electronic signatures become available
- Debtor Bank verification of B2B Scheme transactions before debiting the Debtor's account to provide assurance to the Debtor

1.6.3 Advantages for and Expectations of Participants

The most important advantages offered by the Scheme to Participants are:

- Processes are highly automated and cost-effective, with end-to-end dematerialisation
- The processing cycle is clear, transparent, reliable and as short as feasible
- Enable the proper management of liabilities and risks
- Risk management in inter-bank Settlement and at inter-bank level in general
- Creditors must show evidence of properly executed Mandates whenever requested
- The Scheme enables the achievement of full STP of all transactions, including, with clear reference to the original transaction, Rejects, Returns and Reversals

- The Scheme is intended to create conditions which will allow each Participant to build products that can generate reasonable economic returns sufficient to ensure the safety, security, and risk integrity of the Scheme.
- Ease of implementation
- Use of open standards such as ISO BIC and European IBAN as bank and account identifiers
- Unambiguous identification of all SEPA B2B Direct Debit Creditors
- Application of a set of harmonised rules and standards
- The Scheme is based on the same rules as the rules used in the Core Scheme, except where the business requirements for the Scheme require the adoption of other rules. The major differences between the Scheme and the Core Scheme are described in Annex V.

1.6.4 Advantages for CSMs

The separation of scheme from infrastructure will permit the operation of the Scheme by multiple CSMs, provided that the rules, practices and standards of the Scheme are fully met; the service providers may add Additional Optional Services ("AOS") to the benefit of choice and competition (see section 2.4).

1.7 Common Legal Framework

It is a prerequisite for the launch of the Scheme that the Payment Services Directive (or provisions or binding practices substantially equivalent to those set out in Titles III and IV of the Payment Services Directive) is implemented or otherwise in force in the national law of SEPA countries.

This Scheme is a 'payment scheme' within the meaning of the SEPA Regulation; it is equally relevant for Participants from countries or territories which are listed in reference [17].

The further details as to the requirements for a common legal framework for this Scheme are spelled out in Chapter 5 of this Rulebook.

2 SCOPE OF THE SCHEME

2.1 Application to SEPA

The Scheme is applicable in the countries listed in the EPC List of SEPA Scheme Countries[4].

2.2 Nature of the Scheme

(☐ e-Mandates)

A SEPA Business to Business Direct Debit is a payment instrument for use by Business Customers, governed by the Rulebook for making Collections in euro throughout SEPA from accounts designated to accept Collections.

A Debtor Bank cannot offer the Scheme to a Debtor who is a 'consumer' under the law of the place where that Debtor Bank is providing the payment service. A Customer may only use the Scheme as a Debtor, when he is authorised by national law to opt-out from the refund right in respect of authorised transactions contained in Articles[5] 61(1) and 76(1) of the Payment Services Directive ("Business Customer" or "Customer").

Transactions for the Collection of Funds from a Debtor's account with a Debtor Bank are initiated by a Creditor via the Creditor Bank, as agreed between Debtor and Creditor. This is based on an authorisation for the Creditor and the Debtor Bank given to the Creditor by the Debtor for the debit of its account: this authorisation is referred to as the 'Mandate'. The Debtor should be a Business Customer using the B2B Scheme for making payments by direct debit according to the business requirements resulting from the business transactions with Creditors. The Debtor and Creditor must each hold an account with a Participant located within SEPA.

The Collections executed in accordance with the Rulebook are separate transactions from the underlying contract on which they are based. The underlying contract is agreed on between the Debtor and the Creditor. The Creditor Bank and the Debtor Bank are not concerned with or bound by such contract. They are only involved in the agreement with their respective Customers on the Terms and Conditions for the delivery of direct debit related services.

In contrast to the Core Scheme, the B2B Scheme requires Debtor Banks and Debtors to agree on the verifications to be performed for each Collection to ensure that it is authorised under the Mandate.

The following key elements are included within the scope of the Scheme: A set of inter-bank rules, practices and standards for the execution of direct debit payments in euro within SEPA by Scheme Participants.

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[4] See reference [17]

[5] Or the Articles 51(1) and 62(1) of the reference [2]

The objective is to provide full electronic end-to-end STP processing of transactions. This will also apply to the various processes for exception handling like Rejects, Returns, Reversals, Refusals and Revocations. Only electronic handling of Mandate information is permitted between Participants. Between Debtor and Creditor and between Debtor and the Debtor Bank, a Mandate can be exchanged in either paper or electronic form.

The Scheme leaves room for competition between Participants. It will allow Participants and groups of Participants to develop their own products and offer AOS (see section 2.4) based on the Scheme to their Customers to meet particular objectives.

The Scheme gives full discretion to Debtors to accept or refuse a Mandate.

2.3 Recurrent and One-off Direct Debits

The Scheme caters for both recurrent and one-off Collections. Recurrent direct debits are those where the authorisation by the Debtor is used for regular direct debits initiated by the Creditor. One-off direct debits are those where the authorisation is given once by the Debtor to collect only one single direct debit, an authorisation which cannot be used for any subsequent transaction.

There is no difference in the legal nature of these two types.

2.4 Additional Optional Services

The Scheme recognises that individual Participants and communities of Participants can provide complementary services based on the Scheme so as to meet further specific Customer expectations. These are described as Additional Optional Services ("AOS").

The following two types of AOS are identified:

- Additional Optional Services provided by Participants to their customers as value-added services which are nevertheless based on the core payment schemes. These AOS are purely a matter for Participants and their customers in the competitive space.
- Additional Optional Services provided by local, national and pan-European communities of Participants, such as the use of additional data elements in the ISO 20022 XML Standards. Any community usage rules for the use of the SEPA core mandatory subset of the ISO 20022 XML Standards should also be mentioned in this context, although they are not *per se* AOS. Other AOS may be defined, for example relating to community-provided delivery channels for customers.

Participants may only offer AOS in accordance with the following principles:

- All AOS must not compromise interoperability of the Scheme nor create barriers to competition. The Compliance and Adherence Committee ("CAC") should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures, as set out in the Internal Rules.
- AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Scheme through the change management processes set out in the Internal Rules.

- There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 XML Standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

These AOS are not further described in the Rulebook as they are generally to be considered as competitive offerings provided by both individual Participants and communities of Participants and are out of scope.

2.5 Currency

The Scheme operates in euro.

All transactions will be in euro at the inter-bank level in all process stages, including all exception handling, covering Rejects, Returns, Reversals and Revocations.

The accounts of the Debtor and of the Creditor may be in euro or any other currency. Any currency conversion is executed in the Debtor Bank or Creditor Bank. Any such currency conversion, including the related risks for banks, is not governed by the Scheme.

All Returns, Reversals and Revocations must be based on the exact euro amount of the originating direct debit.

2.6 Reachability

(☐ e-Mandates)

Banks are free to participate in the Scheme in the role of Debtor Bank, or in the role of both Debtor Bank and Creditor Bank. When they participate they must commit to process the payments according to the rules of the Scheme.

Reachability of all Banks is not an assumption for this Scheme.

The additional e-Mandate service is an optional service for Participants in the role of a Creditor Bank and/or Debtor Bank. Banks may decide to participate as a Creditor bank by accepting only e-Mandates and no paper mandates. Banks may decide to participate as a Debtor Bank by accepting only e-Mandates and no paper mandates.

2.7 Rules for managing the erroneous use of the B2B Scheme

In principle, Participants are only bound, either in the role of a Creditor Bank, or of a Debtor Bank, or in both roles, by the rules of the Scheme(s) to which they adhere.

The Core Scheme and the B2B Scheme are defined as two separate Schemes, each being described in a separate Rulebook. As some Participants will adhere to and operate both Schemes, as the messages used in both Schemes are based on the same standards and contain almost identical attributes, and as both Schemes are supported by very comparable business processes, errors in automated and manual processes might result in undesired and unintended interference between the two Schemes.

The general principle is that a Participant adhering to the B2B Scheme as a Debtor Bank is allowed to reject or return, under the rules of the B2B Scheme, Collections that are presented by a Creditor Bank as initiated under the Core Scheme. Debtor Banks are obliged by the Scheme to check the status of the actual Mandate signed by their Debtors.

It is the responsibility of the Debtor Bank to ensure that the Debtor is not a consumer before debiting his account. The Debtor Bank has no refund right under the Scheme in case a consumer account is debited in error. In any case, the Debtor keeps his rights as defined in the Payments Services Directive against the Debtor Bank.

3 ROLES OF THE SCHEME ACTORS

This chapter describes the roles of the actors in the Scheme.

3.1 The Actors

(☐ e-Mandates)

The execution of a SEPA B2B Direct Debit involves four main actors:

- The **Creditor**: receives and stores the Mandate from the Debtor to initiate Collections. On the basis of this Mandate, the Creditor collects the direct debits.
- The **Creditor Bank**: is the bank where the Creditor's account is held and which has concluded an agreement with the Creditor about the rules and conditions of a product based on the Scheme. On the basis of this agreement it receives and executes instructions from the Creditor to initiate the Direct Debit Transaction by forwarding the Collection instructions to the Debtor Bank in accordance with the Rulebook.
- The **Debtor Bank**: is the bank where the account to be debited is held and which has concluded an agreement with the Debtor about the rules and conditions of a product based on the Scheme. On the basis of this agreement, it executes each Collection of the direct debit originated by the Creditor by debiting the Debtor's account, in accordance with the Rulebook.
- **The Debtor**: gives the Mandate to the Creditor to initiate Collections. The Debtor's bank account is debited in accordance with the Collections initiated by the Creditor. By definition, the Debtor is always the holder of the account to be debited.

Creditor Banks and Debtor Banks are Participants in the Scheme. The operation of the Scheme also involves other parties indirectly:

- **CSMs**: CSMs such as an automated clearing house or other mechanisms such as intra-bank and intra-group arrangements and bilateral or multilateral agreements between Participants. The term "CSM" does not necessarily connote one entity. For example, it is possible that the Clearing function and the Settlement functions will be conducted by separate actors.
- **Intermediary Banks:** Banks offering intermediary services to Debtor Banks and/or Creditor Banks, for example in cases where they are not themselves direct participants in a CSM.

3.2 The Four Corner Model

(☐ e-Mandates)

The following diagram gives an overview of the contractual relationships and interaction between the main actors.

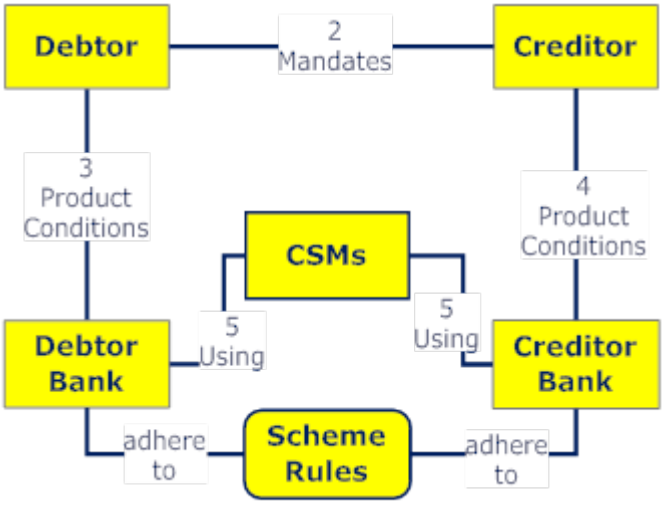

Figure 1: 4-Corner Model - Contractual

The actors are bound together by a number of relationships, identified on the diagram by numbers:

1. The contractual relationships underlying the Scheme to which all Participants are bound through the Adherence Agreement.
2. Between the Creditor and the Debtor, regarding the requirement to make a payment. This will result in a Mandate, agreed between Creditor and Debtor, and signed by the Debtor. Whilst the data elements required for the Mandate are specified by the Scheme, the underlying relationship is outside the Scheme.
3. Between the Debtor Bank and the Debtor concerning the direct debit service to be provided and related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA B2B Direct Debit as required by the Scheme.
4. Between the Creditor Bank and the Creditor concerning the direct debit service to be provided and the related Terms and Conditions. Provisions for this relationship are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA B2B Direct Debit as required by the Scheme.
5. Between the Creditor Bank and the Debtor Bank and the selected CSM concerning the Terms and Conditions of the services delivered. Provisions for these relationships are not governed by the Scheme, but will, as a minimum, cover elements relevant to the execution of a SEPA B2B Direct Debit.
6. As applicable, between the Creditor Bank and/or the Debtor Bank and any Intermediary Bank. Provisions for these relationships are not governed by the Scheme. This relationship is not illustrated above.

3.3 Clearing and Settlement Mechanisms

CSMs are responsible to the Creditor Banks and Debtor Banks that use their services. As a matter of normal practice, these mechanisms:

- Receive direct debit transactions for Clearing from the Creditor Bank who participates in the relevant CSM
- Clear and forward them to the Debtor Bank who participates in the relevant CSM, ensuring that all data intended by the Creditor and the Creditor Bank to reach the Debtor Bank and the Debtor is forwarded in full and without alteration
- Handle exceptions such as Reject and Returns
- Make arrangements such that Settlement can be achieved between the Creditor Bank and Debtor Bank
- Provide any required risk management procedures and other related services

3.4 Intermediary Banks

If any actor uses the services of an Intermediary Bank to perform any function in relation to a direct debit, this should:

- Be transparent to the Scheme and in no way affect or modify the obligations of the Participants
- Be the subject of a separate bilateral agreement between the intermediary and its customer (i.e. the Creditor Banks or Debtor Banks)

3.5 Governing laws

The governing laws of the agreements in the four-corner model are as follows:

- The Rulebook is governed by Belgian law
- The Adherence Agreement is governed by Belgian law
- The Mandate must be governed by the law of a SEPA country

3.6 Relationship with Customers

In accordance with Chapter 5, Participants must ensure that the Terms and Conditions are effective so as to enable Participants to comply with their obligations under the B2B Scheme.

4 BUSINESS AND OPERATIONAL RULES

This chapter describes the business and operational rules of the B2B Scheme which must be observed by Participants and by other actors as necessary such that the B2B Scheme can function properly. It also describes the datasets used in the B2B Scheme, and the specific data attributes within these datasets.

Datasets and attributes will be represented and transmitted using generally accepted, open, interoperable standards wherever possible (see section 0.5).

4.1 The Mandate

(☐ e-Mandates)

The following diagram gives a schematic overview of the main actors and their interaction in the issuing of the Mandate.

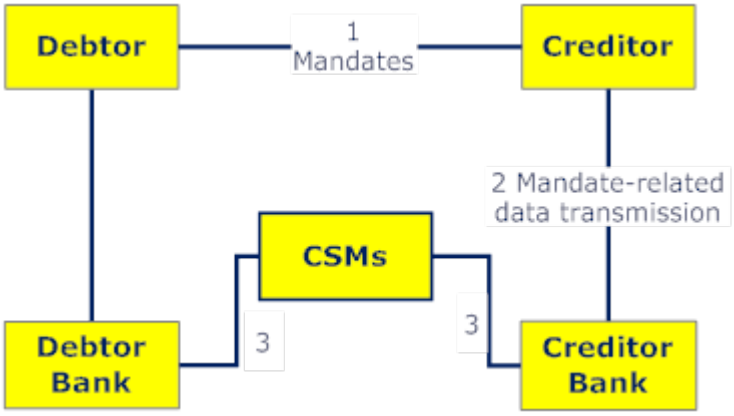

Figure 2: 4-Corner Model - Mandate

The Mandate (1) is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook.

The Debtor completes the Mandate and sends it to the Creditor.

A Mandate may exist as a paper document which is physically signed by the Debtor. The paper mandate can be stored either as the original document or in any digitalised format subject to the national legal requirements. Alternatively, the Mandate may be an electronic document which is signed using a legally binding method of signature.

The Mandate, whether it be in paper or electronic form, must contain the necessary legal text and the names of the parties signing it. The requirements for the contents of the Mandate are set out in Section 4.7.2 of the Rulebook.

The Mandate must always be signed by the Debtor as account holder or by a person in possession of a form of authorisation (such as a power of attorney) from the Debtor to sign the Mandate on his behalf. The Creditor may offer the Debtor an automated means of completing the Mandate, including the use of an electronic signature.

Due to the absence of a refund right for authorised transactions and the potentially large amounts involved in the Collections, the Debtor Bank is obliged:

- to check, before debiting the Debtor's account, that the B2B Mandate related data received as part of the first Collection complies with the B2B Mandate related data received from or confirmed by the Debtor, and that the B2B Mandate has been duly issued and authorised by the Debtor.
- to check the first and the subsequent Collections against the stored Mandate data, and the related verification instructions, if any, received from the Debtor.
- to oblige Debtors to inform the Debtor Bank on any amendment or cancellation of the Mandate.

It is recommended that Debtor Banks ask Debtors to inform them of any new Mandates that are signed by Debtors with Creditors, in order to agree the above checks to be performed before the first presentation of a Collection.

The signed Mandate, whether it be paper-based or electronic, must be stored by the Creditor as long as the Mandate exists. The Mandate, together with any related amendments or information concerning its cancellation or lapse, must be stored intact by the Creditor according to national legal requirements and its Terms and Conditions with the Creditor Bank. After cancellation, the Mandate must be stored by the Creditor according to the applicable national legal requirements, its Terms and Conditions with the Creditor Bank and for as long as may be required under section 4.6.4 of the Rulebook for the Debtor to obtain rectification of an unauthorised transaction under the Scheme.

When paper-based, the data elements of the signed Mandate must be dematerialised by the Creditor without altering the content of the paper Mandate; when electronic, the data elements must be extracted from the electronic document without altering the content of the electronic Mandate.

The Mandate-related data must be transmitted to the Creditor Bank (2), along with each Collection of a recurrent SEPA B2B Direct Debit or with the one-off Collection. The dematerialised Mandate-related information must be transmitted (3) by the Creditor Bank to the Debtor Bank as part of the Collection in one single flow, using the selected CSM. The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

Mandates signed under the rules of the B2B Scheme are to be distinguished from Mandates signed under the rules of the Core Scheme.

4.2 Collections

(☐ e-Mandates)

The following diagram gives a schematic overview of the main actors and their interaction in the process for handling Collections.

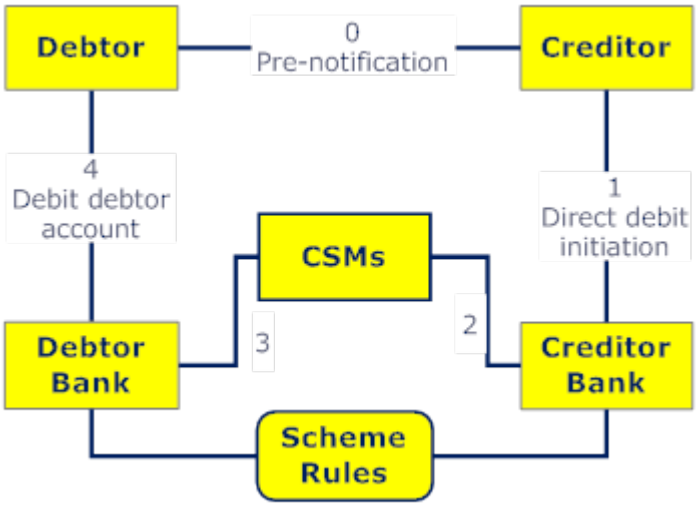

Figure 3: 4-Corner Model – Collections

The Creditor must send a Pre-notification (0) to the Debtor according to the time frame defined in Section 4.3.

After receiving the signed Mandate, the Creditor may initiate Collections (1).

The Creditor must conform to the period stipulated in Section 4.3 for the submission of Collections in advance of the Settlement Date. For all direct debits, the minimum period between Due Date and the day on which the Debtor Bank must receive the Collection at the latest, is identical. A Collection must include information that identifies it as an one-off or a recurrent Collection.

The Creditor Bank will send Collections to the Debtor Bank through a selected CSM (2).

The relevant CSM will process the transaction, send the necessary Collections in accordance with the Settlement Cycle (3), and make the necessary arrangements for Settlement.

Section 4.1 describes the obligation of the Debtor Bank to obtain confirmation from the Debtor on the B2B Mandate data received as part of the first Collection before debiting the Debtor's account, and the obligation to store these Mandate data and the related instructions received from the Debtor.

The Debtor Bank is obliged, before debiting the Debtor's account, to check, for each Collection presented by the Creditor Bank, the correlation between the Mandate related data part of the Collection and the stored Mandate data received as part of the confirmation by the Debtor described in Section 4.1 If no correlation is found between the two sets of Mandate data, the Debtor Bank must act in accordance with the instructions received from the Debtor. This obligation is inspired by the potential high amounts involved in B2B Scheme based Collections.

As a next step, the Debtor Bank must debit the Debtor's account if the account status allows this (4). It may also choose to offer AOS to its Debtors, but it is not obliged to do so by the B2B Scheme.

The Debtor has the right to instruct the Debtor Bank to completely prohibit his bank account from being debited for any Collection. The Debtor Bank must offer this service to its Business Customers.

The Debtor has the right to instruct the Debtor Bank -before Settlement to accept a Refusal of a Collection. The Debtor is not obliged to inform the Debtor Bank of the reasons for requesting such a Refusal.

The Debtor Bank may reject a Collection prior to Settlement, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, insufficient Funds, account does not accept direct debit, erroneous Collections (e.g. duplicates), or because the Debtor presented a request for Refusal in time, or for reasons pursuant to Article 93[6] of the Payment Services Directive.

Accordingly, the point in time of receipt in relation to a Collection coincides with the Due Date, taking into account Section 4.3.2 of the Rulebook, and as permitted by and pursuant to Article 78[7] of the Payment Services Directive.

The Debtor Bank may return a Collection after Settlement up to three Inter-Bank Business Days after the Settlement Date, either for technical reasons or because the Debtor Bank is unable to accept the Collection for other reasons, e.g. account closed, Customer deceased, account does not accept direct debit, or because the Debtor wishes to refuse the debit. The Scheme rules provide a contractual entitlement for the Debtor Bank to recover the amount of this Return from the Creditor Bank. The Creditor Bank is entitled to recover the amount of this Return from the Creditor in accordance with its Terms and Conditions with the Creditor.

The Debtor has no right to obtain a refund for an authorised transaction under the Scheme by request to the Debtor Bank. However, the Scheme provides an inquiry procedure (as described in detail in Annex VI of the Rulebook) to assist the Debtor Bank and the Creditor Bank to establish whether the transaction was erroneous.

Issues in respect of any disputes or discussions between a Debtor and a Creditor in relation to a Collection are outside the scope of the Scheme.

For a recurrent direct debit, and in line with the Mandate, the Creditor may generate subsequent Collections. In turn, these will be submitted by the Creditor Bank to the CSM, which will then submit them to the Debtor Bank for debiting of the account of the Debtor.

If a Creditor does 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), the Creditor must cancel the Mandate and is no longer allowed to initiate Collections based on this cancelled Mandate. If there is a further requirement for a direct debit, a new Mandate must be established. The Rulebook does not oblige the Debtor Bank or the Creditor Bank to check the correct application of this rule; it is only an obligation for the Creditor.

4.3 Time Cycle of the Processing Flow

(☐ e-Mandates)

The processing flow of a Collection is described as follows:

- Key dates for normal flow

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[6] Or the Article 78 of the reference [2]

[7] Or the Article 64 of the reference [2]

- Key dates for exceptions
- Cut-off Times
- Time Cycle

An Inter-Bank Business Day is a day on which banks generally are open for inter-bank business. The TARGET Days Calendar is used to identify Inter-Bank Business Days. TARGET is the Trans-European Automated Real-time Gross Settlement Express Transfer System. To avoid frequent changes to TARGET closing days and thus the introduction of uncertainties into financial markets, a long-term calendar for TARGET closing days has been established and applied since 2002. It is published by the European Central Bank.

A Banking Business Day means, in relation to a Participant, a day on which that Participant is open for business, as required for the execution of a SEPA B2B Direct Debit. A Calendar Day is any day of the year.

4.3.1 Standard Relation between Key dates

The day on which Settlement takes place is called the **Settlement Date**.

The day on which the Debtor's account is debited is called the **debit date**.

The **Due Date (day 'D')** of the Collection is the day when the payment of the Debtor is due to the Creditor. It must be agreed on in the underlying contract or in the general conditions agreed between the Debtor and the Creditor.

The general rule is that the key dates:

Due Date, Settlement Date, and debit date are the same date.

The general rule is achieved when the following assumptions are true:

- The Collection contains a Due Date in accordance with the B2B Scheme rules
- The Debtor Bank and the Creditor Bank are able to settle on Due Date
- The CSM is open for Settlement on Due Date
- The Debtor Bank is willing to debit the Debtor's account by the amount of the Collection on Due Date

4.3.2 Non-Standard Relation between Key Dates

There are several conditions under which the standard relation between key dates cannot be respected, as follows:

- If for any reason, the Collection is delayed and has a Due Date that does not allow the Collection to be received by the Debtor Bank according to the rule described in Section 4.3.4, then this Due Date must be replaced by the earliest possible new Due Date by the Creditor or the Creditor Bank as agreed between them. At inter-bank level, a given Due Date may never be changed.
- If the Due Date falls on a day which is not an Inter-Bank Business Day, then the Settlement Date will be the next Inter-Bank Business Day.
- If the Settlement Date falls on a day which is not a Banking Business Day for the Debtor Bank, then the debit date will be the next Banking Business Day.

- If the Debtor Bank cannot debit the Debtor's account on the Due Date (for example, insufficient Funds available or the obligation to carry out checks as agreed with the Business Customer) the debit can be executed later. The Debtor Bank must always carry out the Return in time, in order to respect that the Returns can be settled on D+3 Inter-Bank Business Days at the latest.

4.3.3 Cut-off Times

The B2B Scheme only covers the time cycle expressed in days. Cut-off Times at specific times of the day must be agreed upon between the CSM and the Participants, as well as between the Creditor Banks and Debtor Banks and Creditors and Debtors.

4.3.4 Time Cycle

The diagram on the following page portrays the transaction as a set of steps in the order in which they occur. It only shows the steps needed for the understanding of the time cycle.

In the diagram, the following abbreviations are used:

Legend:	
——————————>	Black – data flows
---------->	Red and/or broken line – financial flows
CB	Creditor Bank
DB	Debtor Bank
CSM	Clearing and Settlement Mechanism
***TD**	Counted in Inter-Bank Business Days (TARGET Days)
****CD**	Counted in Calendar Days
*****BD**	Counted in Banking Business Days

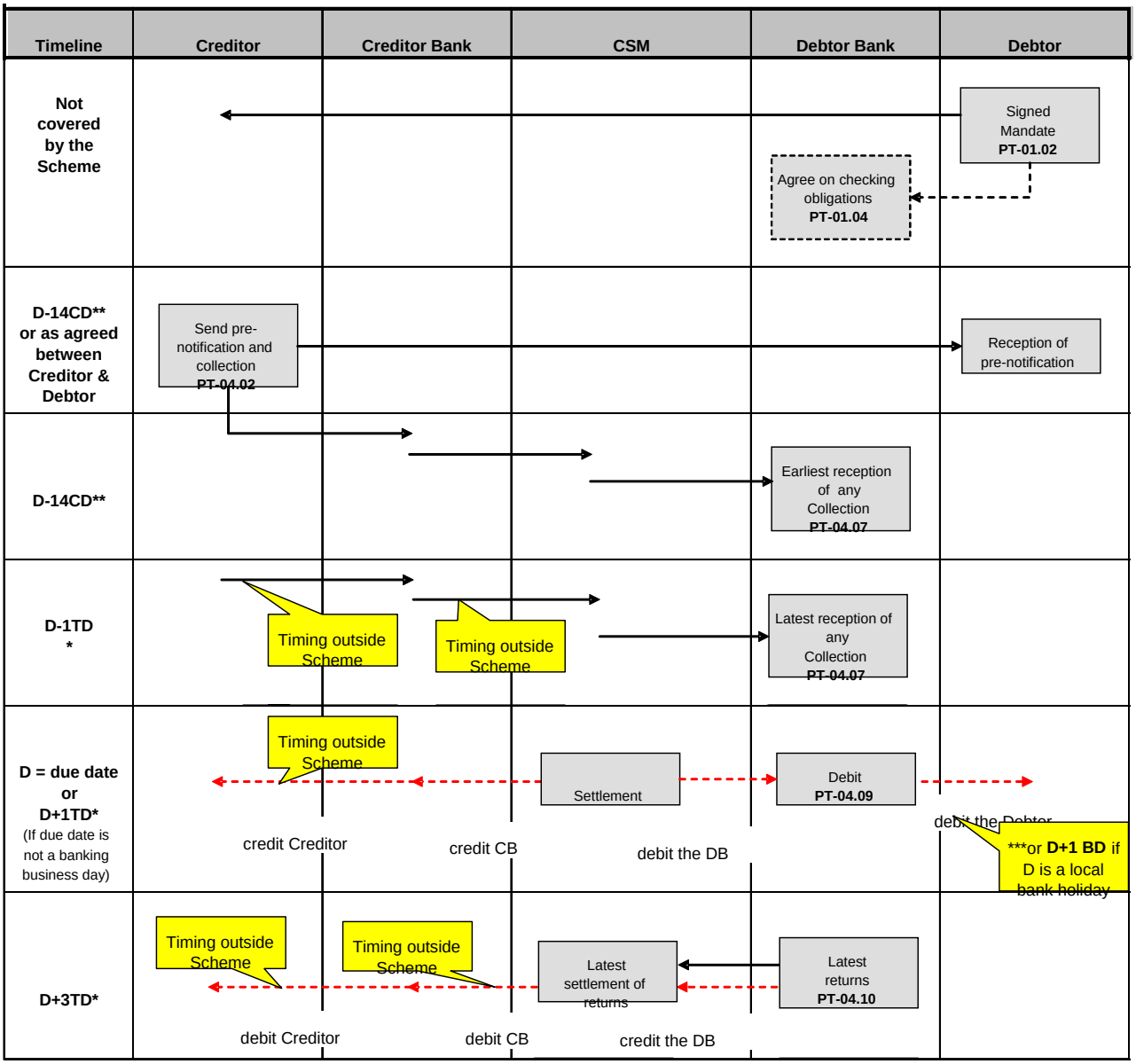

Figure 4: Processing Flow Time Cycles

The direct debit processes respect the following time-cycle rules:

- The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.
- The Creditor is allowed to send the Collection to the Creditor Bank after the Pre-notification is sent to the Debtor, but not earlier than 14 Calendar Days before the Due Date, unless otherwise agreed between the Creditor and the Creditor Bank.
- The Creditor Bank must send the Collection to the Debtor Bank so that the Debtor Bank receives the Collection from the Creditor Bank via the CSM at the latest one Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before the Due Date.
- Refusals may be initiated by the Debtor and must be executed by the Debtor Bank prior to inter-bank Settlement (generating a Reject) or after Settlement (generating a Return). Returns must be executed by the Debtor Bank as soon as possible and ideally by day D.

- The latest date for Settlement of the Returns is three Inter-Bank Business Days after the Settlement Date of the Collection presented to the Debtor Bank.
- Refunds are not provided for under the B2B Scheme.
- The Creditor Bank must ensure that Returns that are presented for Settlement later than the latest day allowed by these rules are not processed by the Creditor Bank or by the CSM mandated to act as such and that the Debtor Bank is informed of this.
- Reversals may only be processed from Settlement date and within the five Inter-Bank Business Days following the Due Date requested in the original Collection. Later presentations must not be processed by the Creditor Bank or CSMs mandated to act as such and the Debtor Bank must be so informed.

The timing for crediting the Creditor for the Collections is outside of the scope of the B2B Scheme.

4.3.5 Charging Principles

Charges to Business Customers will be based on the shared principle such that the Creditor and Debtor are charged separately and individually by the Creditor Bank and Debtor Bank respectively. The basis and level of charges to Business Customers are entirely a matter for individual Participants and their Business Customers.

4.4 Exception Handling

(☐ e-Mandates)

The processing of a Collection is handled according to the time frame described in the Rulebook. If for whatever reason, any party cannot handle the Collection in the normal way, the process of exception handling starts at the point in the process where the problem is detected. Direct Debit Transactions that result in exception processing are referred to as 'R-transactions'. R-transactions presented within the B2B Scheme rules must be processed.

The various messages resulting from these situations are handled in a standard manner at both process and dataset level.

Rejects are Collections that are diverted from normal execution, prior to inter-bank Settlement, for the following reasons:

- Technical reasons detected by the Creditor Bank, the CSM, or the Debtor Bank, such as invalid format, wrong IBAN check digit
- The Debtor Bank is unable to process the Collection for such reasons as are set out in Article 93[8] of the Payment Services Directive
- The Debtor Bank is unable to process the Collection for such reasons as are set out in section 4.2 of this Rulebook (e.g. account closed, account unable to accept direct debits), or where the Debtor Bank reasonably believes that the Collection is erroneous.

[8] Or the Article 78 of the reference [2]

- The Debtor made a Refusal request to the Debtor Bank. The Debtor Bank will generate a Reject of the Collection being refused

Refusals are claims initiated by the Debtor before Settlement, for any reason, requesting the Debtor Bank not to pay a Collection. By way of derogation from Article 80[9] of the Payment Services Directive, the time period for Refusal of a Collection also includes day D. This Refusal must be handled by the Debtor Bank in accordance with the conditions agreed with the Debtor. The Debtor Bank should handle the Refusal claim by preference prior to inter-bank settlement, resulting in the Debtor Bank rejecting the associated Collection. (Note: In addition to this ability to refuse individual transactions, the Debtor has the right to instruct the Debtor Bank to prohibit any direct debits from his bank account). When handled after Settlement, this Refusal is referred to as a Return.

Returns are Collections that are diverted from normal execution after inter-bank Settlement and are initiated by the Debtor Bank.

Reversals: When the Creditor concludes that a Collection should not have been processed a Reversal may be used after the Clearing and Settlement by the Creditor to reimburse the Debtor with the full amount of the erroneous Collection. The Rulebook does not oblige Creditor Banks to offer the Reversal facility to the Creditors. For Debtor Banks, it is mandatory to handle Reversals initiated by Creditors or Creditor Banks. Creditors are not obliged to use the Reversal facility but if they do so, a Reversal initiated by the Creditor must (if the Creditor Bank offers a Reversal service) be handled by the Creditor Bank and the Debtor Bank. Reversals may also be initiated by the Creditor Bank for the same reasons. Debtor Banks do not have to carry out any checks on Reversals received.

Revocations are requests by the Creditor to recall the instruction for a Collection until a date agreed with the Creditor Bank. This forms part of the bilateral agreement between Creditor and Creditor Bank and is not covered by the B2B Scheme.

Requests for cancellation are requests by the Creditor Bank to recall the instruction for a Collection prior to Settlement. This forms part of the bilateral agreement between Creditor Bank and CSM and is not covered by the B2B Scheme.

The concept of a **refund** is defined as a claim initiated by the Debtor after Settlement for reimbursement of a direct debit, but it is not part of the B2B Scheme. For this reason, access to the services based on the B2B Scheme is only authorised to Debtors allowed by the applicable national law to opt-out from the refund right for authorised transactions contained in Articles[10] 61 and 76 in the Payment Services Directive.

Rejects and Returns of Collections must be cleared and settled via the CSM used for the Clearing and Settlement of the initial Collection, unless otherwise agreed between Participants. A process for Reject and Return must be offered by any CSM which is to offer services relating to the B2B Scheme.

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[9] Or the Article 66 of the reference [2]

[10] Or the Articles 51 and 62 of the reference [2]

4.5 Process Descriptions

The naming conventions used in the following sections are described below:

The descriptions are based on the concepts of Process (Section 4.5), Process-step (Section 4.6), Dataset (Section 4.7) and Attribute (Section 4.8):

- **A Process** is defined as the realisation in an end-to-end approach of the major business functions executed by the different parties involved
- A **Process-step** is defined as the realisation of each step of one process executed by the parties involved in that step
- A **Dataset** is defined as a set of attributes required by the Rulebook
- An **Attribute** is defined as specific information to be used in the Rulebook

For facilitating the reading and the use of the Rulebook, structured identification-numbers are used as follows:

Processes: PR-xx, where xx represents the unique sequence number

Process-steps: PT-xx.yy, where yy is the unique sequence number of the Process-step inside Process xx

Datasets: DS-xx, where xx represent the unique sequence number

Attributes: AT-xx, where xx represents the unique sequence number

The values used above are only intended as an identifier. In any series of sequence numbers some values might not be present, as during the development of the Rulebook, some items were deleted and the remaining items were not renumbered.

The various processes and their steps are described with the aid of diagrams.

The following processes constitute the B2B Scheme: (☐ e-Mandates)

PR-01	Issuing the Mandate
PR-02	Amendment of the Mandate
PR-03	Cancellation of the Mandate
PR-04	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
PR-05	Reversal of a Collection
PR-06	Obtain a copy of a Mandate

4.5.1 Issuing the Mandate (PR-01)

PT-01.01/02 The process for issuing and signing a Mandate is handled between the Creditor and the Debtor. It can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02).

PT-01.03 After acceptance by the Creditor, the Creditor must dematerialise the Mandate-related information, archive the document according to legal regulations and send the information on the Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4).

PT-01.04 The Debtor Bank should request the Debtor to inform the Debtor Bank on any new B2B Mandate.

The Debtor informs the Debtor Bank about the issuing of the new Mandate. The Debtor performs this step following arrangements agreed with the Debtor Bank.

PT-01.05 The Debtor Bank must store the information received from the Debtor regarding the acceptance of the new Mandate by the Debtor together with the related instructions regarding the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).

PT-01.06 After PT-04.07, the Debtor Bank (optionally) may use this information for AOS for the Debtor (see section 4.5.4).

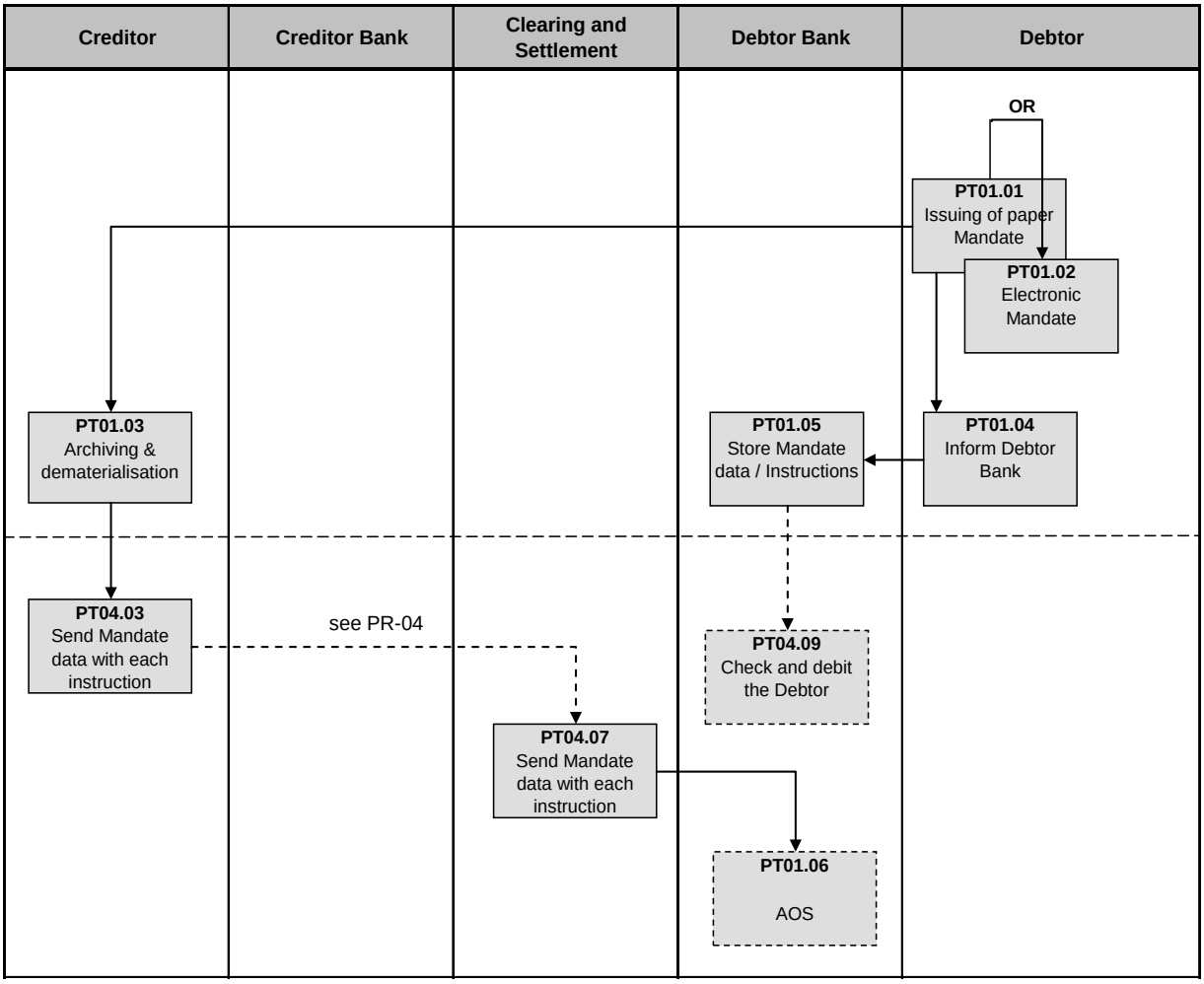

Figure 5: PR01 - Issuing the Mandate

4.5.2 Amendment of the Mandate (PR-02)

(☐ e-Mandates)

PT-02.01 The amendment of the Mandate is handled between the Creditor and the Debtor. AT-24 (in Section 4.8) contains the list of circumstances for amendment of a Mandate.

PT-02.02 After acceptance by the Creditor, the Creditor must dematerialise the amended Mandate, archive the document, and send the information on the Mandate to the Creditor Bank as part of the next Collection, as described in PT-04.03.

PT-02.03 The Debtor must inform the Debtor Bank about the amendment of the Mandate. The Debtor performs this obligation under the arrangements agreed with the Debtor Bank.

PT-02.04 The Debtor Bank must store the information received from the Debtor regarding the acceptance of the amendment of the Mandate by the Debtor together with the related instructions regarding the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).

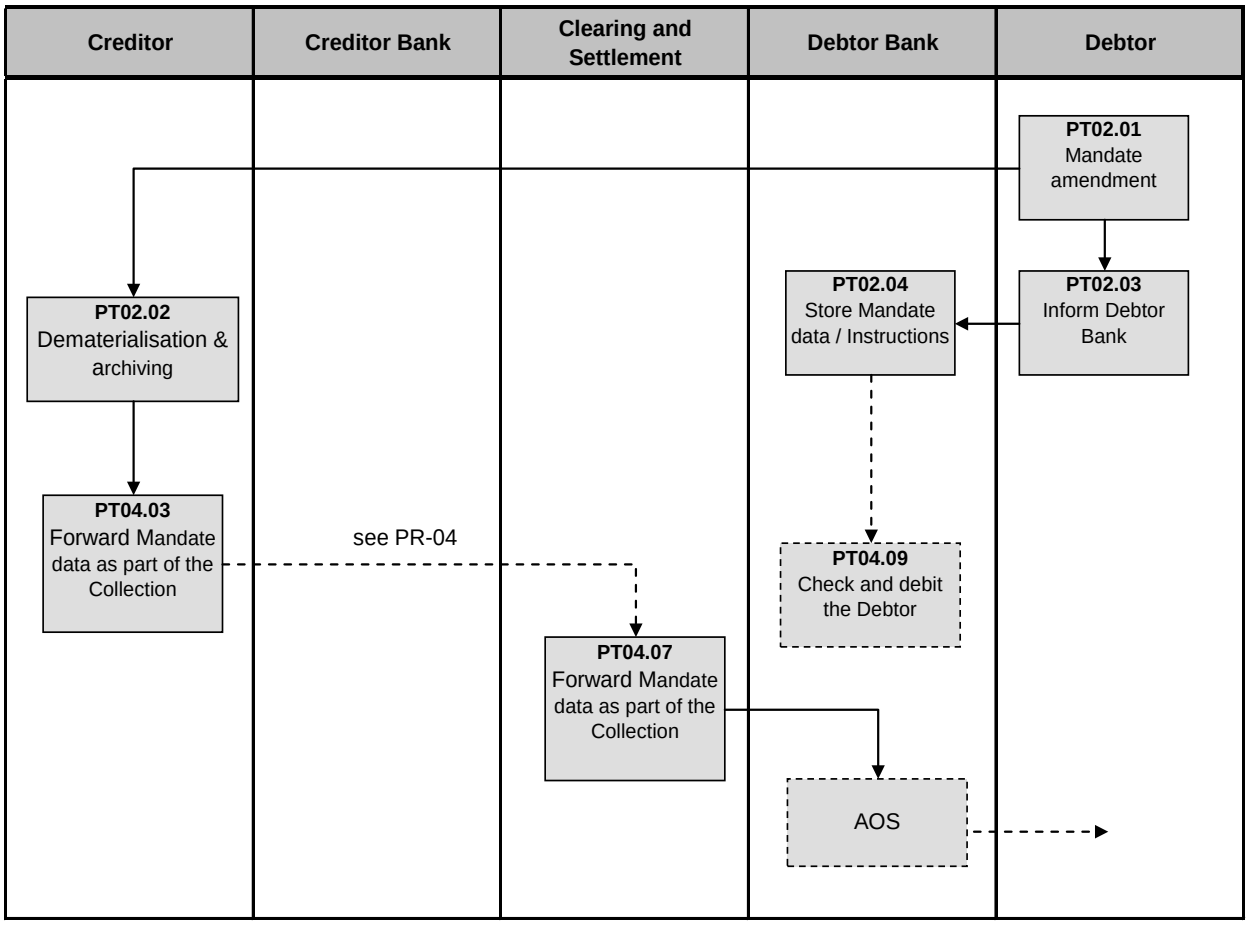

Figure 6: PR02 - Amendment of the Mandate

4.5.3 Cancellation of the Mandate (PR-03)

(☐ e-Mandates)

PT-03.01 The cancellation of the Mandate is carried out between the Creditor and the Debtor without the involvement of either of their banks.

PT-03.02 The Debtor must inform the Debtor Bank of the cancellation of the Mandate. The Debtor performs this obligation under the arrangements agreed with the Debtor Bank.

PT-03.03 The Debtor Bank must update the stored instructions received from the Debtor for the cancellation of the Mandate by the Debtor.

PT-03.04 The archiving of the document confirming the cancellation is done by the Creditor.

PT-03.05 The cancellation of the Mandate may be forwarded in the last Collection initiated by the Creditor under the Mandate involved in the cancellation, as described in PT-04.03.

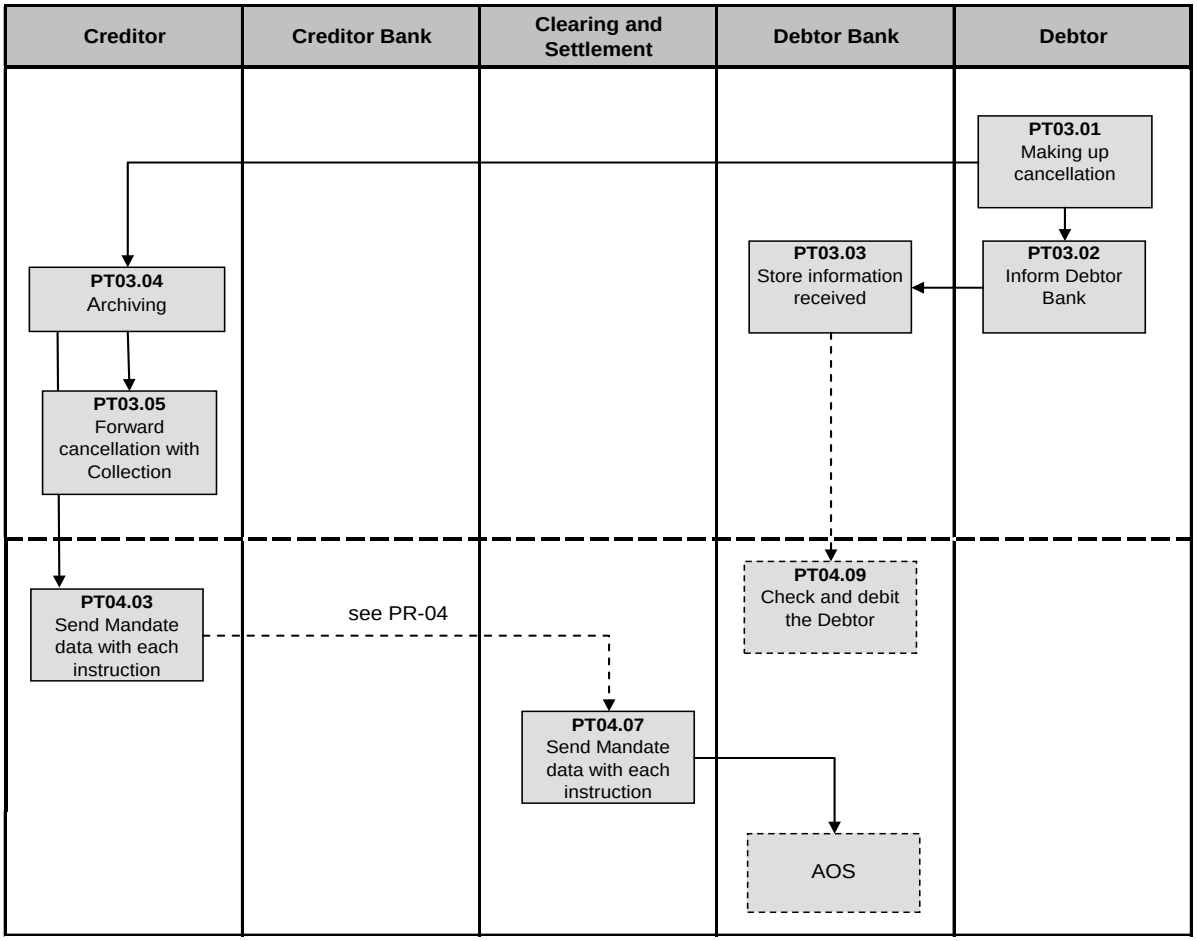

Figure 7: PR03 - Cancellation of the Mandate

4.5.4 Collection of the Direct Debit Transaction (PR-04)

This process covers both correct transactions and R-transactions arising from the processing of a Collection.

PT-04.01 The Creditor generates the data for the Collection of the transactions.

PT-04.02 The Creditor pre-notifies the Debtor of the amount and date on which the Collection will be presented to the Debtor Bank for debit.

PT-04.02 bis The Debtor may instruct a Refusal to the Debtor Bank.

PT-04.03 The Creditor sends the Collections, including the Mandate-related information, to the Creditor Bank.

PT-04.04 The Creditor Bank Rejects some Collections received from Creditors.

PT-04.05 The Creditor Bank sends the Collections to the CSM.

PT-04.06 The CSM Rejects some Collections received from the Creditor Bank

PT-04.07 The CSM sends the Collections to the Debtor Bank in accordance with the Settlement Cycle.

PT-04.08 The Debtor Bank Rejects some Collections before Settlement.

PT-04.09 The Debtor Bank checks the Collection received and debits the Debtor's account with the amount of the transaction.

PT-04.10 The Debtor Bank sends the returned Collection back to the CSM after Settlement.

PT-04.11 The CSM sends the returned Collection back to the Creditor Bank.

PT-04.12 The Creditor Bank debits the Creditor with the amount of the returned Collection.

PT-04.13 The Creditor must handle the disputed Collection with the Debtor, without involvement of the banks.

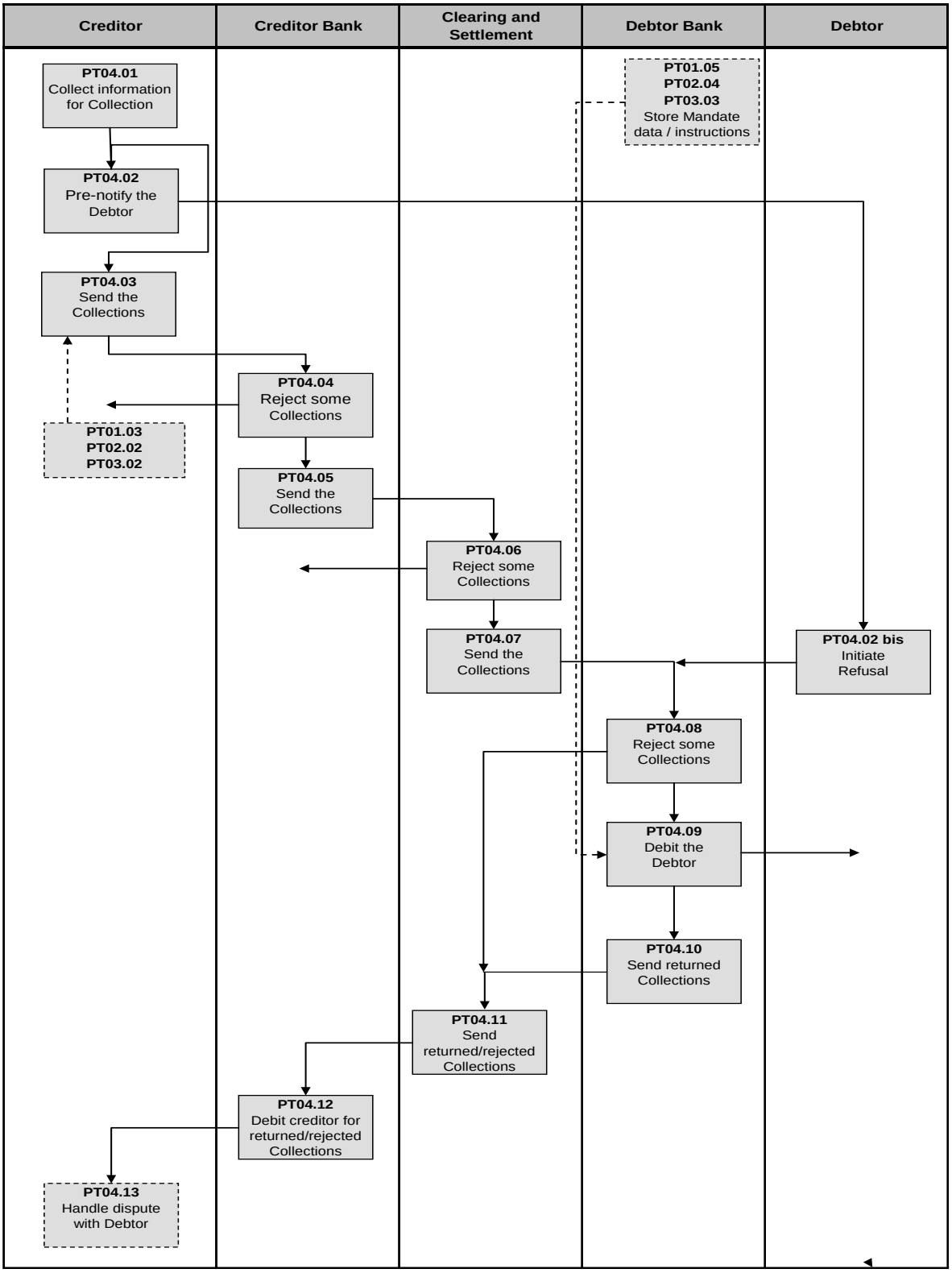

Figure 8: PR04 - Collection of Direct Debit

4.5.5 Reversal of a Direct Debit Transaction (PR-05)

PT-05.01 The Creditor initiates Reversals of settled Collections.

PT-05.02 The Creditor Bank submits Reversals to the CSM for transactions that were collected by the Creditor by mistake.

PT-05.03 The CSM forwards Reversals of settled Collections to the Debtor Bank.

PT-05.04 The Debtor Bank credits the Debtor with the amount of the Reversal of a settled Collection, without any obligation to check if the original Collection has been debited from the Debtor's account or has been rejected or returned.

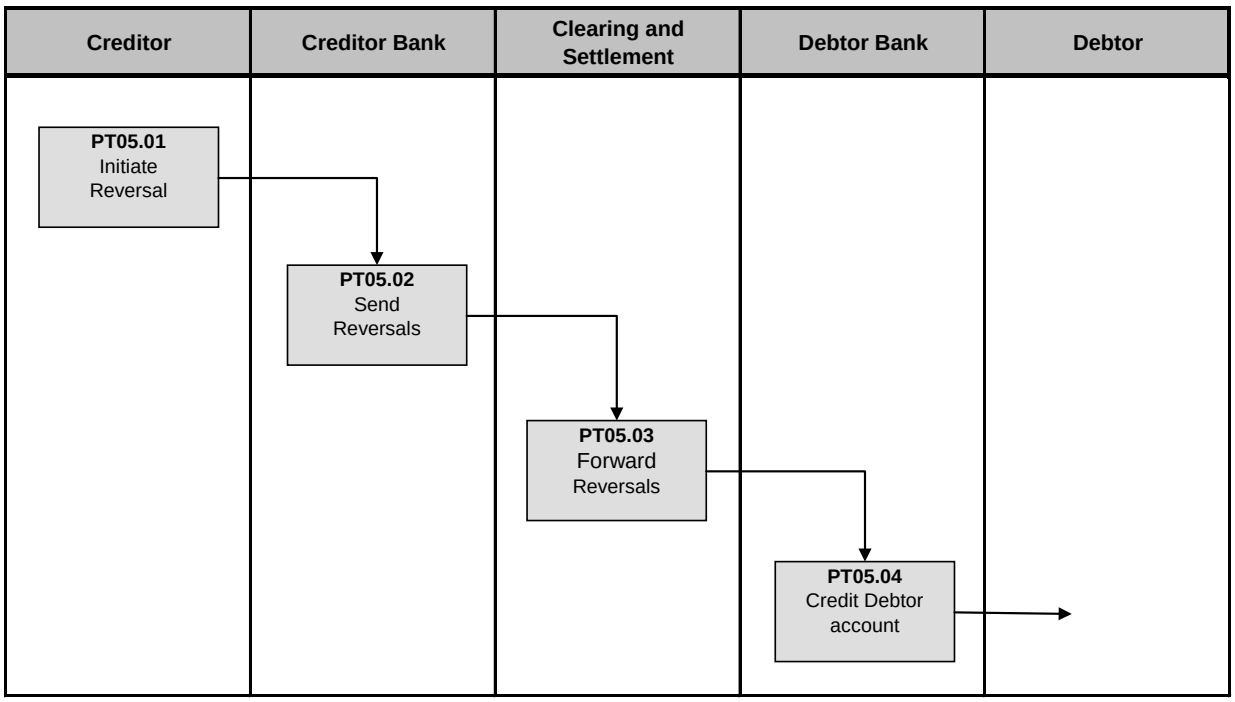

Figure 9: PR05 - Reversal of a Transaction

4.5.6 Obtain a copy of a Mandate (PR-06)

PT-06.01 Debtor Bank sends a request to the Creditor Bank for obtaining a copy of a Mandate.

PT-06.02 Creditor Bank forwards the request to the Creditor.

PT-06.03 Creditor sends the copy of the Mandate requested to the Creditor Bank.

PT-06.04 Creditor Bank sends the copy of the Mandate requested to the Debtor Bank.

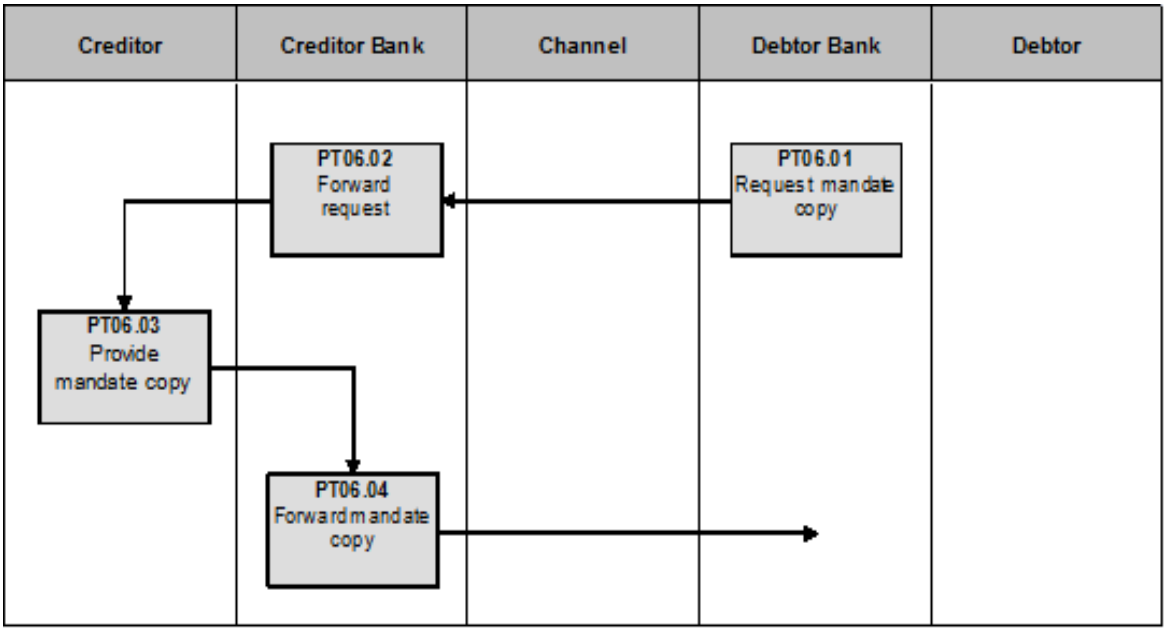

Figure 10: PR06 – Obtain a Copy of a Mandate

4.6 Description of the Process Steps

4.6.1 Issuing of the Mandate (PR-01)

PT-01.01 – The Issuing/Signing of a Paper Mandate

Description	The initiative to issue a Mandate may be taken by either the Creditor or the Debtor. The Creditor must ensure that the Mandate document contains the mandatory legal wording and the mandatory set of information as specified in dataset DS-01: The Mandate. The Mandate document is standardised in content but not in layout. The Debtor must ensure that the mandatory set of information is filled in on the Mandate document. If the Unique Mandate Reference is not available at the point in time of signing of the Mandate, the Unique Mandate Reference must be provided by the Creditor to the Debtor before the first initiation of a Collection. The Debtor must sign the Mandate and give it to the Creditor. The Creditor is bound by his agreement with the Debtor, in the presentation of the instructions for Collection.
Starting day/time	After Creditor registration and before the first initiation of a Collection.
Duration	No limit
Information Output	The signed Mandate on paper

PT-01.02 – The Signing of a Mandate Electronically

Description	Procedures for the electronic signature of Mandate are subject to agreement between Scheme Participants.

PT-01.03 – Dematerialisation/Archiving of Mandates

Description	The Creditor dematerialises the paper Mandate. DS-02 describes the data to be dematerialised. The process of dematerialisation consists of the conversion of the written information on the paper Mandate into electronic data. It is strongly recommended that Creditors use proven techniques for this process, such as the double-keying of important information items, cross-checking between information items, etc. The paper version must be kept in a safe place during the existence of the Mandate. The paper mandate can be stored either as the original document or in any digitalised format subject to the national legal requirements. After cancellation, the Mandate must be stored by the Creditor according to the national legal requirements. The Creditor must send the information on the signed Mandates, after dematerialisation, to the Creditor Bank as part of each transaction based on this Mandate as described in PT04.03.
Starting day/time	On receipt of the signed Mandate by the Creditor.

Information Input	The Mandate data.
Information Output	The dematerialised Mandate dataset (DS-02).

PT-01.04 –The Debtor informing the Debtor Bank

Description	This step is necessary when the Debtor Bank applies the practice, recommended by the B2B Scheme, to request its Debtors to inform the Debtor Bank on any new Mandate signed with Creditors. This recommendation relates to the fact that the time between the presentation of the first Collection on Due Date minus one Inter-Bank Business Day, and the related Due Date is very short to allow the Debtor Bank to agree with the Debtor on the acceptance of the Mandate and the checking needed for each Collection presented. The Debtor Bank must at a minimum be able to check the correspondence between the Mandate data part of the Collections and the Mandate data received from the Debtor and stored for checking the next Collections. When instructed by the Debtor Bank, the Debtor must inform the Debtor Bank on any new Mandate accepted, and instruct the Debtor Bank on the checking rules to be applied at the presentation of each Collection.
Starting day/time	At the signing of the Mandate by the Debtor.
Information Input	The Mandate signed.
Information Output	The Mandate related information and the instructions as requested by the Debtor Bank.

PT-01.05 – The Debtor Bank storing the Mandate data and the related instructions

Description	The Debtor Bank must store the information received from the Debtor regarding the acceptance of the new Mandate by the Debtor together with the related instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).
Starting day/time	On receipt of the information on the signed Mandate by the Debtor Bank.
Information Input	The Mandate data received with the instructions.
Information Output	The stored Mandate data and the related instructions.

4.6.2 Amendment of the Mandate (PR-02)

PT-02.01 – Mandate Amendment Handled Between Creditor and Debtor

Description The amendment of the Mandate is agreed between the Creditor and the Debtor and may be necessary for various reasons. See the description of AT-24 in Section 4.8 for reasons.

PT-02.02 – Mandate Amendment Procedures

Description The Creditor must dematerialise the Mandate, archive the document, and send the information on the amended Mandate to the Creditor Bank if the changes in the Mandate are of any concern for the Creditor Bank or for the Debtor Bank, as part of the next Collection.

The Creditor or the Debtor can amend the Mandate at any time.

The amendments of the Mandate that are of concern for the Creditor Bank or for the Debtor Bank, are the following :

- The Creditor needs to change the unique Mandate reference of an existing Mandate because of internal organisational changes (restructuring)
- The Creditor Identifier has changed due to the merger, acquisition, spin-off or organisational changes
- The Creditor has changed his name
- The Debtor decides to use another account within the same bank or in another bank

The Creditor and the Debtor are responsible and liable for the amendment of the Mandate characteristics for which they are responsible should one or more of these characteristics change during the lifetime of the Mandate.

When the identity of the Creditor has changed because of merger or acquisition, the 'new' Creditor must inform the Debtor of the related mandate amendments by any means (letter, mail …) to avoid any further dispute by the Debtor on a Collection, not recognizing the Creditor name or identifier on his account statement.

Information Output The Mandate amendment data sent by the Creditor as part of the next Collection.

PT-02.03– The Debtor informing the Debtor Bank

Description The Debtor is obliged to inform the Debtor Bank on an amendment of a Mandate agreed with the Creditor, when the amendment is changing one or more of the attributes mentioned in the description of AT-24.

The Debtor Bank must at a minimum be able to check the correspondence between the Mandate data part of the Collections and the Mandate data stored.

When instructed by the Debtor Bank, the Debtor must inform the Debtor Bank on any Mandate amendment accepted.

Starting day/time At the signing of the amendment of the Mandate by the Debtor

Information Input	The Mandate amendment signed.
Information Output	The Mandate amendment related information and the instructions as requested by the Debtor Bank

PT-02.04 – The Debtor Bank storing the amended Mandate data and the related instructions

Description	The Debtor Bank must store the information received from the Debtor regarding the amendment of the Mandate by the Debtor together with the related instructions regarding the instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).
Starting day/time	On receipt of the information on the amended Mandate by the Debtor Bank.
Information Input	The Mandate amendment data received with the instructions.
Information Output	The stored Mandate amendment data and the related instructions.

4.6.3 Cancellation of the Mandate (PR-03)

PT-03.01 – Mandate Cancellation between Creditor and Debtor

Description	The cancellation of the Mandate is carried out by the Creditor and the Debtor without the direct involvement of either of their banks.

PT-03.02 – The Debtor informing the Debtor Bank

Description	The Debtor is obliged to inform the Debtor Bank on the cancellation of a Mandate
Starting day/time	At the cancellation of the Mandate by the Debtor
Information Input	The Mandate cancellation.
Information Output	The Mandate cancellation related information and the instructions as requested by the Debtor Bank

PT-03.03 – The Debtor Bank storing the data on the Mandate cancellation and the related instructions

Description	The Debtor Bank must store the information received from the Debtor regarding the cancellation of the Mandate by the Debtor together with the related instructions regarding the instructions for the checking of Collections to be executed by the Debtor Bank (see section 4.5.4).

Starting day/time	On receipt of the information on the cancellation of the Mandate by the Debtor Bank.
Information Input	The Mandate cancellation data received with the instructions.
Information Output	The stored Mandate cancellation data and the related instructions.

PT-03.04 – Cancellation /Archiving by Creditor

Description	The archiving of the cancellation is executed by the Creditor. After the cancellation of the Mandate, the signed paper Mandate must be stored by the Creditor according to the applicable national legal requirements.

4.6.4 Collection of the Direct Debit Transaction (PR-04)

(☐ e-Mandates)

PT-04.01 – Generation of Collection Data by Creditor

Description	The Creditor prepares the Collection of Direct Debit Transactions to be sent to the Creditor Bank. The data to be used in the Collection is described in DS-03.
Starting day/time	At any date
Duration	No limits
Information Output	The instruction for Collection, containing the data of DS-03.

PT-04.02 – Creditor to Debtor Pre-notification

Description

Prior to the sending of the Collection to the Creditor Bank, the Creditor notifies the Debtor of the amount and due date. This notification may be sent together with or as part of other commercial documents (e.g. an invoice) or separately.

The Pre-notification could also include:

- The schedule of payments for a number of repetitive direct debits for an agreed period of time
- An individual advice of a Collection for collection on a specified Due Date

The Creditor and the Debtor may agree on another time-line for the sending of the pre-notification.

Duration

No limit.

Closing day/time

The Pre-notification must be sent by the Creditor at the latest 14 Calendar Days before the Due Date unless another time-line is agreed between the Debtor and the Creditor.

Rules applied:

See Section 4.3 for the general time cycle of the direct debit process.

PT-04.02 bis – Debtor May Instruct Refusal to Debtor Bank

Description

The Debtor may instruct the Debtor Bank to refuse any future Collection, based on any information received.

- This Refusal must be made before Settlement. When the Debtor Bank handles the instruction prior to inter-bank Settlement, the Refusal results in the Debtor Bank rejecting the associated Collection: see PT-04.08.
- When handled after inter-bank Settlement, the Refusal results in a Return of the associated Collection, to be settled by preference on Due Date, but never later than D+3 Inter-Bank Business Days.

Starting day/time

After the receipt of the Pre-notification by the Debtor or any other source of information about the Collection presented by the Creditor.

Duration

For the B2B Scheme: allowed up to and including Due Date , but the precise time limit is to be agreed between the Debtor Bank and the Debtor

PT-04.03 – Creditor Sends Collection Data to Creditor Bank, Including the Mandate-Related Information

Description	The Creditor prepares one or more Collections to send to its bank, according to their bilateral agreement. The Mandate-related information for new Mandates or amended Mandates (if needed, see PR-02) must be sent as part of all the Collections. The cancellation-code, indicating that this is the last Collection (see PR-03) under the Mandate, due to the cancellation of the Mandate, must also be sent as part of the last Collection. The Creditor must transmit the mandatory set of information as described in detail in DS-03.
Starting day/time	14 Calendar Days before Due Date, unless defined in a bilateral agreement between the Creditor Bank and the Creditor, in line with the B2B Scheme time cycle. The Creditor is allowed to send the Collection to the Creditor Bank once the Mandate has been signed and when the Pre-notification has been sent in time (see PT-04.02) to the Debtor. The Creditor Bank must inform the Creditor about the Cut-off Time and time-cycle to be respected for the Collections (see Section 4.3).
Duration	14 Calendar Days unless otherwise agreed between the Creditor Bank and the Creditor.
Closing day/time	At the latest on D-1 Inter-Bank Business Day for any Collection in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D-1 Inter-Bank Business Day at the latest. In the case of late presentment by the Creditor, the Creditor Bank must replace, in agreement with the Creditor, the outdated Due Date by a new Due Date in order to respect the time-cycle requirements as defined in Section 4.3. If such agreement has not been established the file must be rejected
Information Input	The instruction for Collection, containing the data of DS-03.
Information Output	The instruction for Collection, containing the data of DS-03.

PT-04.04 – Reject of Collections Containing Errors

Description

The Creditor Bank must check the syntax of the instructions on receipt of the File. If the Creditor Bank detects syntax errors in the instructions received, the instructions involved will be sent back to the Creditor for correction. The Creditor can make the necessary corrections and input the same instructions in another file.

When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit.

When a rejected Collection is a recurrent direct debit, the Collection, when represented after correction, must be presented as a recurrent direct debit.

Starting day/time

The day of receipt of the instructions from the Creditor, or in the following days as agreed between the Creditor Bank and the Creditor.

Information Input

The instruction for Collection containing the data of DS-03.

Information Output

The message for rejection of a Collection containing the data of DS-05.

PT-04.05 – Creditor Bank Sends Collections to the CSM

Description

Based on the Collections received from the Creditor, the Creditor Bank must send the Collections containing the mandatory information to the CSM, as described in DS-04.

Starting day/time

After process step PT04.03.

Duration

No limit

Closing day/time

D - 1 Inter-Bank Business Day at the latest for all Collections in order to allow the CSM used by the Creditor Bank to forward the Collection to the Debtor Bank on D - 1 Inter-Bank Business Day at the latest.

Information Input

The instruction for Collection, containing the data of DS-04.

Information Output

The instruction for Collection, containing the data of DS-04.

PT-04.06 – Rejection of Instructions by CSM to Creditor Bank

Description	The CSM uses the rule on the unique B2B Scheme format for inter-bank Collections for the control of the instructions received from the Creditor Bank. It will reject instructions containing errors, returning such instructions to the Creditor Bank. When a rejected Collection is a one-off direct debit, the Collection, when represented after correction, must be presented as a one-off direct debit. When a rejected Collection is a recurrent direct debit, the Collection, when represented after correction, must be presented as a recurrent direct debit.
Starting Day/time	Date of the reception of the instructions from the Creditor Bank, or in the following days as agreed in the rules of the CSM.
Information Input	The instruction for Collection, containing the data of DS-04.
Information Output	The message for rejection of a Collection, containing the data of DS-05.

PT-04.07 – Collection Data is sent from CSM to the Debtor Bank

Description	The CSM, after having checked and accepted the Files containing the Collections, sends the Collections received from all the Creditor Banks to the Debtor Bank. The Settlement resulting from these Collections is executed on day D by crediting the Creditor Bank and debiting the Debtor Bank. The timing for crediting the Creditor for the Collections is outside of the scope of the B2B Scheme.
Starting day/time	D-14 Calendar Days
Closing day/time	D-1 Inter-Bank Business Day at the latest for all Collections.
Information Input	The instruction for Collection, containing the data of DS-04.
Information Output	The instruction for Collection, containing the data of DS-04.

PT-04.08 – Debtor Bank Sends Rejected Collections back to the CSM

Description

See attribute AT-R3 for the description of the reasons for Reject and the corresponding values of the reason code.

When a rejected Collection is a one-off direct debit, the Collection, if represented by the Creditor after correction, must be presented.

When a rejected Collection is a recurrent direct debit, the Collection, when represented after correction, must be presented as a recurrent direct debit.

Starting day/time

Day of reception.

Closing day/time

Before inter-bank Settlement.

Information Input

The instruction for Collection, containing the data of DS-04.

Information Output

The message for rejection of a Collection, containing the data of DS-05.

PT-04.09 – Debtor Bank checks the Collection and Debits the Debtor

Description

The Debtor Bank must make clear arrangements with the Debtor on the checks to be executed for each Collection presented by the Creditor Bank.

These checks must include the following rules for determining whether Collections are authorised under the Mandate:

1. The Mandate signed by the Debtor and the Mandate data supplied by the Creditor as part of the Collection must be compared for the attributes relevant for the expression of consent. The Mandate data from the Creditor can be obtained from the Mandate related data part of the Collection. The relevant attributes are the following:

Reference	Attribute of the Mandate	Checking instruction
AT-20	Identification Code of the B2B Scheme	Must be identical, equal to 'B2B'
AT-01	The Unique Mandate Reference	Must be identical
AT-02	The Identifier of the Creditor	Must be identical
AT-07	The Account Number of the Debtor	Must be identical
AT-13	BIC Code of the Debtor Bank	Must be identical
AT-21	The Transaction Type	If recurrent Collections would be presented for a one-off Mandate the successive Collections presented after the first Collection, are not covered by the Mandate.

The Debtor and the Debtor Bank may agree to include other attributes for verification purposes.

2. The Mandate should not have been cancelled by the Debtor or by the Creditor at the moment of the debiting for the Collection.

3. When the Mandate has been amended by one of the parties, the amended Mandate attributes should be taken into account.

When no correspondence is found between the two sets of Mandate data, the Debtor Bank must act in accordance with the instructions received from the Debtor.

When correspondence is found, the Debtor Bank may debit the account of the Debtor for the amount of the instruction on the Due Date specified and makes the information on the direct debit executed available to the Debtor as agreed.

It is the responsibility of the Debtor Bank to ensure that the Debtor is not a consumer before debiting his account. The Debtor Bank has no refund right under the Scheme in case a consumer account is debited in error. In any case, the Debtor keeps his rights as defined in the Payments Services Directive against the Debtor Bank.

Starting day/time	Day D
Duration	3 Inter-Bank Business Days.
Closing day/time	Day D + 3 Inter-Bank Business Days at the latest, in order to respect the time-cycle, where the Settlement of the Returns must take place at the latest on D+3 Inter-Bank Business Days.
Information Input	The instruction for Collection, containing the data of DS-04, according to the description of DS-06.
Information Output	The information to the Debtor.

PT-04.10 – Debtor Bank Sends Returned Collection Back to the CSM

Description	If for any reason which is likely to be reasonably acceptable to all Participants, the Debtor Bank cannot debit the account, the instruction must be returned to the CSM with the reasons for the Return. See AT-R3 described in section 4.8 for the definition of these reasons. The Debtor Bank sends the returned Collection back to the CSM The B2B Scheme imposes obligations on the Debtor Banks to check the Collections received in respect of a Debtor's account as described in PT-04.09. Debtor Banks may agree on complementary checking obligations with Debtors out of scope of the B2B Scheme.
Starting day/time	Day D
Duration	3 Inter-Bank Business Days
Closing day/time	Day D + 3 Inter-Bank Business Days at the latest in order to respect the time cycle where the Settlement of the Returns must take place at the latest on D + 3 Inter-Bank Business Days.
Information Input	The instruction for Collection, containing the data of DS-04.
Information Output	The message for Return of a Collection, containing the data of DS-05.

PT-04.11 – CSM Sends Rejected or Returned Collection Back to Creditor Banks

Description	The CSM sends the rejected or returned Collection back to the Creditor Bank. The Settlement takes place by debiting the Creditor Bank and crediting the Debtor Bank.
Information Input	The message for Reject/Return of a Collection, containing the data of DS-05.
Information Output	The message for Reject/Return of a Collection, containing the data of DS-05.

PT-04.12 – Creditor Bank Debits Creditor with Rejected or Returned Collection

Description	The Creditor Bank must debit the rejected and returned Collections to the Creditor only if the Creditor's account has already been credited. If the account of the Creditor for whatever reason could not be debited, the unpaid Reject/Return becomes a credit risk for the Creditor Bank to be recovered from the Creditor, or the Creditor Bank must take the loss, as the Creditor Bank is not allowed to debit the Debtor Bank for the unpaid Reject/Return.
Information Input	The message for Reject/Return of a Collection, containing the data of DS-05.
Information Output	The information to the Creditor.

4.6.5 Payment of a Reversal (PR-05)

PT-05.01 – Creditor Initiates Reversals of Settled Transactions

Description	Reversals are initiated by the Creditor after Settlement of the original B2B Scheme instruction, when the Creditor notices that the instructions should not have been presented for one of the reasons described in section 4.8 AT-31.
Starting day/time	Date D = Due Date = Settlement Date.
Closing day/time	Date D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
Information Output	The Reversals for the payment by the Creditor in order to allow the Creditor Bank to populate DS-07 on the inter-bank level. The Reversal contains the reference of the original Collection to allow the Debtor to make the reconciliation between the Reversal and the original Collection.

PT-05.02 – Creditor Bank Submits Reversals to the CSM and Debits the Creditor's Account

Description	The Creditor Bank forwards Reversals to the CSM. As the Reversal process is based on an exception handling and should stay an exceptional process, Creditor Banks should carefully monitor the use of this process, in order to avoid abuse of the exception handling system by Creditors for reasons other than those set out in section 4.3.5
Starting day/time	Date D, after PT-05.01
Closing day/time	Date D+5 Inter-Bank Business Days (to be counted end-to-end from PT-05.01 to PT-05.03 inclusive)
Information Input	The Reversals for the payment (DS-03).
Information Output	The Reversals for the payment (DS-07).

PT-05.03 – CSM Forwards Reversals to Debtor Bank

Description	The CSM settles the Reversals (by debiting the Creditor Bank and crediting the Debtor Bank) and forwards Reversals to the Debtor Bank.
Starting day/time	Date D, after PT-05.02
Closing day/time	Date D+5 Inter-Bank Business Days + the time needed for the CSM to handle (forward and settle) the Reversals (counted end-to-end from PT-05.01 to PT-05.03 inclusive).
Information Input	The Reversals for the payment (DS-07).
Information Output	The Reversals for the payment (DS-07).

PT-05.04 – Debtor Bank Credits Debtor for Reversal of a Transaction

Description	The Debtor Bank credits the account of the Debtor. The B2B Scheme does not oblige the Debtor Bank to check whether the original Collection has been debited to the Debtor's account or has been rejected or returned.
Starting day/time	Date D, after PT05.03.
Closing day/time	Date D+n (unlimited for the B2B Scheme)
Information Input	The Reversals for the payment (DS-07).
Information Output	The information to the Debtor, according to the description of DS-06.

4.6.6 Obtain a copy of a Mandate (PR-06)

(☐ e-Mandates)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank for obtaining a copy of a Mandate and any associated amendments

Description

The Debtor Bank sends a request to the Creditor Bank for obtaining from the Creditor a copy of a Mandate and any associated amendments.

The accepted technical channels for sending the request are the following :

1. The suitable SWIFT message as the default option
2. E-mail with formatted template
3. Fax transmission with formatted template
4. Any other means agreed between both parties, the Debtor bank and the Creditor Bank

The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.

Starting day/time

At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of a Mandate

Duration

No limit for the Scheme

Information Input

The request as described:

For the SWIFT message: in DS-10

For the e-mail and for the fax: in DS-11

PT-06.02 – Creditor Bank forwards the request to the Creditor

Description

The Creditor Bank receives the request for a Mandate copy and forwards it to the Creditor.

Starting day/time

After the previous step.

Duration

Maximum 3 Banking Business Days

Information Input

The original request message from the Debtor Bank as described in DS-10 or in DS-11.

Information Output

The request message in any format agreed between the Creditor bank and the Creditor.

PT-06.03 – Creditor provides the copy of the Mandate requested to the Creditor Bank

Description	The Creditor provides a copy of the requested Mandate, and take one of the following actions: 1. Send a copy of the requested Mandate 2. Indicate why a copy cannot be provided. The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor. The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.
Starting day/time	On receipt of the request.
Duration	Maximum 7 Banking Business Days
Information Input	The request in a technical channel agreed with the Creditor Bank.
Information Output	Either the copy of the requested Mandate, Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).

PT-06.04 – Creditor Bank sends the copy of the Mandate requested to the Debtor Bank

Description	After the receipt of the response from the Creditor, the Debtor Bank may use the mandate copy for the intended use.
Starting day/time	After the receipt of the response to the request for a copy of a mandate
Information Input	The response containing the copy of the Mandate or other supporting information received from the Creditor.
Information Output	The request message in any format accepted by the Debtor Bank.

4.7 Business Requirements for Datasets

This section is focussed on stating the business requirements for the data elements used by the B2B Scheme.

4.7.1 List of Sets of Data Requirements

(☐ e-Mandates)

DS-01 The Mandate

DS-02 The dematerialised Mandate

DS-03 Business Customer to bank Collection

DS-04 The inter-bank Collection

DS-05 Direct debit Rejection or Return of a Collection or a Reversal

DS-06 Bank to Business Customer Direct Debit Information

DS-07 The inter-bank Reversal for a Collection by the Creditor

DS-08 The request and response message for the inquiry procedure

DS-09 The request and response template for the inquiry procedure

DS-10 The request message for obtaining a copy of a Mandate

DS-11 The template for the request and the response for obtaining a copy of a Mandate

4.7.2 DS-01 - The Mandate

Description

The Mandate is defined in section 4.1. EPC guidance on the visual presentation of Mandates is provided in the Guidelines for the Appearance of Mandates [21].

The Mandate document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the Mandates must be in at least one and up to three languages of the country of residence of the Debtor, together with English if the Creditor is not able to determine with reasonable certainty the language of the Debtor in advance of the Mandate being created. It can be issued in a personalised way by the Creditor, already containing the data items specific for the Creditor.

The design of Mandates must comply with the requirements set out below.

The B2B Scheme does not standardise the font or colours or format of the Mandate or the order of the attributes used for the Mandate, although the Creditor should always ensure that the Mandate information is clearly legible.

The reverse side of a Mandate must not set out any information that might be misunderstood by the Debtor to be part of the Mandate.

The B2B Scheme requires the Mandate to have a clear heading entitled "SEPA Business to Business Direct Debit Mandate". The presence of the word "SEPA" is mandatory in the heading.

The following attributes are to be contained within the Mandate:

Mandate attributes:

- Unique Mandate reference
- Name of the Debtor
- Address of the Debtor (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)
- Postal code/city of the Debtor
- Debtor's country of residence
- Debtor's account number IBAN
- The BIC code of the Debtor Bank (only mandatory when Debtor Bank is located in a non-EEA SEPA country or territory)
- Creditor company name
- Creditor's identifier
- Creditor's address street and number
- Creditor's postal code and city
- Country of the Creditor
- Type of payment
- Signature place and time
- Signature(s)

Additional attributes for information only:

- Debtor identification code
- Name of the Debtor Reference Party
- Identification code of the Debtor Reference Party
- Name of the Creditor Reference Party
- Identification code of the Creditor Reference Party
- Underlying contract identifier
- Contract description

The name of these fields in order to assist the Debtor while filling in the Mandate.

The legal text in the heading (the authorisation) and for the two-signature field**.**

The only additional information permitted on the Mandate is an optional area for a Creditor's "Creditor's Use only", and the Creditor's company logo. The Creditor's "Creditor's Use only" area is provided solely for the internal use of the Creditor, may only be used after the signing by the Debtor for internal purposes, and must not be forwarded to the Creditor Bank in the dematerialised format of the Mandate.

Attributes contained

The attributes in the Mandate document must be completed, unless otherwise indicated:

- By the Creditor: 20 The identification Code of the SEPA B2B Direct Debit Scheme, represented by the wording 'SEPA Business to Business Direct Debit Mandate'
- By the Creditor: 01 The unique Mandate reference (optional when the Mandate is made available to the Debtor)
- By the Debtor: 14 The name of the Debtor
- By the Debtor: 09 The address of the Debtor (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)
- By the Debtor: 15 The name of the Debtor Reference party (optional)
- By the Debtor: 37 The identification code of the Debtor Reference Party (optional)
- By the Debtor: 07 The account number (IBAN) of the account of the Debtor to be debited
- By the Debtor: 13 The BIC code of the Debtor Bank (only mandatory when Debtor Bank is located in a non-EEA SEPA country or territory)
- By the Debtor: 27 Debtor identification code (optional)
- By the Creditor: 02 The identifier of the Creditor
- By the Creditor: 03 The name of the Creditor
- By the Creditor: 38 Name of the Creditor Reference Party (optional)
- By the Creditor: 39 Identification code of the Creditor Reference Party (optional)
- By the Creditor: 05 The address of the Creditor
- By the Debtor: 25 The date of signing

Attributes contained

- By the Debtor(s): 33 The signature(s) of the Debtor(s)
- By the Creditor: 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- By the Creditor: 08 The identifier of the underlying contract (optional)

Guidelines for the design of the SEPA B2B Direct Debit Mandate

- The standard heading 'SEPA Business to Business Direct Debit Mandate' is mandatory
- The text on the Mandates must be in one or two or more languages of the country of the Debtor, plus in English if the Creditor is not able to determine with reasonable certainty the language of the Debtor
- The reverse side of the Mandate document may contain the same wording as the front side in a second language when this is appropriate
- The Mandate must be clearly separated from any other text. No additional material can appear within the boundary of the Mandate.
- Clear instructions to the Debtor for the Return of the form must be shown on the face of the Mandate
- Creditor's name, address and identifier number may be pre-printed or stamped on the Mandate
- The heading of the mandate must contain the following mandatory legal text with the following meaning (translations in SEPA languages are available on the following website: EPC webpage) "By signing this mandate form, you authorise (A) {NAME OF CREDITOR} to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from {NAME OF CREDITOR}. This mandate is only intended for business-to-business transactions. You are not entitled to a refund from your bank after your account has been debited, but you are entitled to request your bank not to debit your account up until the day on which the payment is due."

Creditor's responsibilities

The Creditor must:

- ensure that all Mandates and literature in respect of its SEPA B2B Direct Debit application complies with these guidelines and should approach its bank if it needs any clarification
- ensure that the unique Mandate reference is completed before sending the Mandate to the Debtor, or after the Debtor having returned the completed Mandate to the Creditor
- ensure that the Mandate is correctly completed prior to sending any dematerialised information to any other party

4.7.3 DS-02 - The Dematerialised Mandate (☐ e-Mandates)

Description

This dataset contains all the attributes that must be registered in an electronic File to be kept by the Creditor, for the needs of the execution of the SEPA B2B Direct Debit processes, like preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.

Attributes contained

- 01 The unique Mandate reference
- 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-01)
- 27 Debtor identification code (if present in DS-01)
- 15 The name of the Debtor Reference Party (if present in DS-01)
- 37 The identification code of the Debtor Reference Party (if present in DS-01)
- 07 The account number (IBAN) of the Debtor to be debited
- 08 The identifier of the underlying contract (if present in DS-01)
- 13 The BIC code of the Debtor Bank (if present in DS-01)
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-01)
- 39 The identification code of the Creditor Reference Party (if present in DS-01)
- 05 The address of the Creditor
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature data (if applicable)
- 21 The Transaction Type (only the values 'one-off' and 'recurrent' are allowed)
- 24 The reason for amendment of the Mandate (mandatory for amendments)
- 36 The signing date of the cancellation of the Mandate

4.7.4 DS-03 – The Business Customer to Bank Collection (□ e-Mandates)

Description: The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be filled in by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

The Creditor Bank is obliged to accept Customer-to-Bank Collection messages at the request of the Creditor which are based on the direct debit ISO 20022 XML initiation message standards in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines as defined in Chapter 0.5.

Attributes contained

- 21 The transaction type
- 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)
- 10 The Creditor's reference of the Collection
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-02)
- 39 The identification code of the Creditor Reference Party (if present in DS-02)
- 05 The address of the Creditor (optional)
- 02 The identifier of the Creditor
- 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection
- 12 The BIC code of the Creditor Bank (only mandatory when Creditor Bank is located in a non-EEA SEPA country or territory)
- 14 The name of the Debtor
- 09 The address of the Debtor (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference Party (if present in DS02)
- 37 The identification code of the Debtor Reference Party (if present in DS-02)
- 07 The account number (IBAN) of the account of the Debtor to be debited for the Collection
- 13 The BIC code of the Debtor Bank (only mandatory when Debtor Bank is located in a non-EEA SEPA country or territory)
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature data (if applicable)
- 06 The amount of the Collection in euro
- 11 The Due Date of the Collection
- 24 The reason for amendment of the Mandate (mandatory if the Mandate has been amended)
- 18 The identifier of the original Creditor who issued the Mandate(mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (mandatory if the Mandate has been taken over by another Creditor than the Creditor who issued the Mandate)

Attributes contained	• 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (optional) • 58 The purpose of the Collection (optional) • 59 The category purpose of the Collection (optional) • 17 The type of Mandate
Remarks	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme C2B Implementation Guidelines as defined in section 0.5 (reference [12]).

4.7.5 DS-04 – The Inter-bank Collection (□ e-Mandates)

Description

This dataset contains all the mandatory information items imposed by the B2B Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called "Collection" in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

Attributes contained

- 20 The identification code of the B2B Scheme (allowing to distinguish a Collection under the B2B Scheme from a Collection under the Core Scheme)
- 21 The transaction type
- 10 The Creditor's reference of the Collection
- 03 The name of the Creditor
- 38 The name of the Creditor Reference Party (if present in DS-03)
- 39 The identification code of the Creditor Reference Party (if present in DS-03)
- 05 The address of the Creditor (if present in DS-03)
- 02 The identifier of the Creditor
- 04 The account number (IBAN) of the account of the Creditor to be credited for the Collection
- 12 The BIC code of the Creditor Bank
- 14 The name of the Debtor
- 09 The address of the Debtor (if present in DS-03) (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)
- 27 Debtor identification code (if present in DS-03)
- 15 The name of the Debtor Reference Party (if present in DS-03)
- 37 The identification code of the Debtor Reference Party (if present in DS-03)
- 07 The account number (IBAN) of the account of the Debtor to be debited
- 13 The BIC code of the Debtor Bank
- 01 The unique Mandate reference
- 25 The date of signing of the Mandate
- 16 The placeholder for the electronic signature Data (if present in DS-03)
- 06 The amount of the Collection in euro
- 11 The Due Date of the Collection
- 26 The Settlement Date of the Collection
- 24 The reason for amendment of the Mandate (if present in DS-03))
- 18 The identifier of the original Creditor who issued the Mandate (if present in DS-03)
- 19 The unique Mandate reference as given by the original Creditor who issued the Mandate (if present in DS-03)
- 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)
- 43 The Creditor Bank's reference of the Collection
- 58 The purpose of the Collection (if present in DS-03)
- 59 The category purpose of the Collection (see underneath in 'Rules applied')
- 17 The type of Mandate (for the B2B scheme, the value 'paper' always applies).

Rules applied	Regarding AT-59, when the agreement between the Creditor and Creditor Bank only involves a specific processing at Creditor Bank level, the Creditor Bank is not obliged to send AT-59 to the Debtor Bank as part of DS-04.
Remarks	These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

4.7.6 DS-05 – The Message for the Rejection or Return of a Collection or a Reversal

Description

This dataset describes the content of a Reject or Return of a Collection or a Reversal. Attributes are mandatory unless otherwise indicated.

Attributes contained

- R1 The type of "R" message
- R2 Identification of the type of party initiating the "R" message
- R3 The reason code for non-acceptance of the Collection
- R4 The Settlement Date for the Return instruction
- R5 Specific reference of the bank initiating the Reject/Return for Reject/Return
- R8 The amount of the Interchange Fee (optional)
- An exact copy of all the attributes of the received DS-04 which is being returned/rejected or the received DS-07, except attribute AT-31 of DS-07 which is being returned

Remarks

These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

4.7.7 DS-06 - Bank to Business Customer Direct Debit Information

Description

This dataset contains the information on the Collection debited on the account of the Debtor to be made available to the Debtor. Communication of this information is mandatory. All the other attributes received in the inter-Bank Collection (DS-04) may be made available depending upon the terms of the agreement with the Debtor.

Attributes contained

- 20 The identification code of the B2B Scheme or an equivalent debit bank specific – SEPA B2B Direct Debit based - direct debit product identification
- 03 The name of the Creditor
- 02 The Identifier of the Creditor
- 01 The unique Mandate reference
- 06 The amount of the Collection in euro
- 10 The Creditor's reference of the Direct Debit Transaction
- 22 The Remittance Information from the Creditor to the Debtor such as the identification number of the underlying contract, the reference number of the Pre-notification, etc. (if present in DS-03)

Remarks

These attributes reflect only business requirements and the logical and physical representation is left to the Debtor Bank.

4.7.8 DS-07 – The Inter-bank Reversal for the Collection

Description

This dataset contains all the B2B Scheme-imposed attributes for the sending of a Reversal for a Collection. See also section 4.4 for the exact definition of a Reversal. Attributes are mandatory unless otherwise indicated.

Attributes contained

- 04 The account number (IBAN) of the Creditor to be debited for the message
- 12 The BIC code of the Creditor Bank
- R2 Identification of the type of party initiating the "R" message
- R4 The Settlement Date for the Reversal
- 44 The amount of the Reversal in euro
- 31 The Reversal reason code
- 43 The Creditor Bank's reference of the Collection
- R7 The specific reference of the Creditor Bank for the Reversal
- An exact copy of all the attributes of the original DS-04 which is being reversed.

Remarks

These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

4.7.9 DS-08 – The request and response message for the inquiry procedure

Description

This dataset contains the message:

1. For sending a request for information on an erroneous Transaction by the Debtor Bank to the Creditor Bank. The Creditor bank may forward these elements to the Creditor.

2. And for sending the response on the request for information by the Creditor Bank to the Debtor Bank

Attributes are mandatory unless indicated otherwise.

Attributes contained

Regarding the request procedure:

- 45 The Debtor Bank's Reference of the request
- 47 The Date of receipt of the request by the Debtor Bank
- 48 The Date of sending the request by the Debtor Bank
- 49 The Name of the Debtor Bank
- 50 The Debtor Bank contact details
- 51 The e-mail address or fax number of the Debtor Bank where the response should be sent to
- 12 BIC code of the Creditor Bank (optional)
- 04 The Account Number (IBAN) of the Creditor (optional)
- 52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)

Regarding the Collection disputed:

- 20 The Identification Code of the SEPA Direct Debit Scheme
- 02 The Identifier of the Creditor
- 03 The Name of the Creditor
- 10 The Creditor's Reference of the Collection
- 43 The Creditor Bank's Reference of the Collection
- 01 The Unique Mandate Reference
- 06 The Amount of the Collection in Euro
- 13 BIC code of the Debtor Bank
- 07 The Account Number (IBAN) of the Debtor
- 14 The Name of the Debtor
- 53 The Debit date of the Collection (if different from the Settlement date of the Collection)
- 26 Settlement Date of the Collection
- 17 The type of Mandate paper, e-mandate
- 54 Latest Collection Date (or the next attribute, or this one)

For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:

- 56 The Reference of the response of the Creditor (optional)
- 57 The Response type codes

Remarks

These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-bank Implementation Guidelines as defined in section 0.5 (reference [9]).

4.7.10 DS-09 – The request and response template for the inquiry procedure

SEPA Direct Debit	Inquiry procedure for an erroneous collection
The Debtor:	- Name:(*) _____ - BIC of the Debtor Bank:(*) _____ - IBAN:(*) _____
The Creditor:	- Name:(*) _____ - Identifier:(*) _____ - BIC of the Creditor Bank:(*) _____ - IBAN:(O)_____
Information on **the collection**:	- Amount in euro: (*)_____,___ - Debit date of the Debtor:(*)___/___/_____ - Settlement date: (*) ___/___/_____ - Latest collection date: (*) ___/___/_____ - Refund request type code (*): XXXX - Unique mandate reference: (*)_____ - Creditor's reference:(*)_____ - Creditor Bank's reference: (*)_____
Request **sent by Debtor Bank:**	- Date:(*) ___/___/_____ - Confirmation of receipt requested:_____ - Name Debtor Bank:(*)_____ - Debtor bank contact details:(*)_____ _____ - Reference of the request:(*)_____ - Date of receipt of Debtor's request:(*) ___/____/_____ - Response of Creditor Bank to be sent by (*) SWIFT message ___ E-mail ___ Fax ___ - To e- mail address:(O)_____ - Or to fax number:(O)_____
Response of **the Creditor** (**):	- Date of sending the response:(*)___/___/_____ - Reference of the response:(*)_____ - Response type code: (*) Claim accepted ____ Claim disputed ____
	(*): Mandatory fields (**): to be completed by the Creditor (O): optional

Description

This dataset describes the standard template for initiating a request for information on an erroneous Collection by the Debtor Bank to the Creditor Bank. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It may be used in the channels e-mail or fax. This template may also be used in the first step, the registration of the Claim by the Debtor Bank. In the following steps, it must be forwarded as described in the procedure description.

The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.

The design of the templates must comply with the requirements set out below.

The Scheme does not standardise the font or colours used in the template.

The Scheme requires the template to have a clear heading entitled "SEPA B2B Direct Debit - Inquiry procedure for an erroneous collection" and the following attributes are to be contained within the Mandate in the line order shown:

Attributes contained

Template attributes: (to be completed with the line number on the template model for each attribute)

- 45 The Debtor Bank's Reference of the request
- 47 The Date of receipt of the request by the Debtor Bank
- 48 The Date of sending the request by the Debtor Bank
- 49 The Name of the Debtor Bank
- 50 The Debtor Bank contact details
- 51 The e-mail address or fax number where the response should be sent to at the Debtor Bank
- 12 BIC code of the Creditor Bank (optional)
- 04 The Account Number (IBAN) of the Creditor (optional)
- 52 The Indication that a confirmation of the receipt of the request by the Creditor Bank requested (yes/no)
- 20 The Identification Code of the Scheme·
- 02 The Identifier of the Creditor·
- 03 The Name of the Creditor·
- 10 The Creditor's Reference of the Collection·
- 43 The Creditor Bank's Reference of the Collection·
- 01 The Unique Mandate Reference·
- 06 The Amount of the Collection in euro·
- 13 BIC code of the Debtor Bank ·
- 07 The Account Number (IBAN) of the Debtor ·
- 14 The Name of the Debtor·
- 53 The Debit date of the Collection (if different from the Settlement date of the Collection)·
- 26 Settlement date of the Collection·
- 54 Latest Collection Date (or the next attribute, or this one)·
- 55 The Cancellation Date (not applicable)
- 56 The Reference of the response of the Creditor (optional)
- The Date of sending the response of the Creditor
- 57 The Response type codes

Remarks The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.

The attributes in the template document must be completed, unless otherwise indicated.

4.7.11 DS-10 - The request message for obtaining a copy of a Mandate

Description

This dataset contains the message:

1. for sending a request for obtaining a copy of a Mandate from the Debtor Bank up to the Creditor Bank. The Creditor Bank must forward these elements to the Creditor.

2. and for sending the answer on the request for a copy of a Mandate from the Creditor Bank to the Debtor Bank

Attributes are mandatory unless indicated otherwise.

Attributes contained

Regarding the request procedure:

- 45 The Debtor Bank's Reference of the request
- 48 The Date of sending the request by the Debtor Bank
- 49 The Name of the Debtor Bank
- 50 The Debtor Bank contact details
- 51 The E-mail address or Fax number where the response should be sent to at the Debtor Bank
- 12 BIC code of the Creditor Bank (optional)
- 20 The Identification Code of the Scheme
- 02 The Identifier of the Creditor
- 03 The name of the Creditor
- 01 The Unique Mandate Reference
- 14 The Name of the Debtor
- 17 The type of Mandate paper, e-mandate

For sending the response by the Creditor Bank to the Debtor Bank, the following additional attributes must be completed:

- 56 The Reference of the response of the Creditor (optional)
- 57 The Response type code

Remarks

These attributes reflect business requirements and do not prescribe fields in the SEPA B2B Direct Debit Scheme Inter-Bank Implementation Guidelines as defined in section 0.5 (reference [9]).

4.7.12 DS-11 - The template for the request and the response for obtaining a copy of a Mandate

SEPA Direct Debit	Claim for a copy of a Mandate
The Debtor:	- Name:(*) _____
The Creditor:	- Name:(*) _____ - Identifier:(*) _____ - BIC of the Creditor Bank:(*) _____
The Mandate:	- unique mandate reference: (*)_____
Request sent by Debtor Bank:	- Date:(*) ___/___/_____ - Name Debtor Bank:(*)_____ - Debtor bank contact details:(*)_____ _____ - Reference of the request:(*)_____ - Answer of Creditor Bank to be sent by: (*) SWIFT message ___ E-mail ___ Fax ___ - to e- mail address: (O)_____ - or to fax number: (O)_____
Response of **the Creditor** (**):	- Reference of the answer:(*)_____ - Answer type code:(*) Copy provided ____ No Mandate available _____
	(*) : mandatory fields (**) to be completed by the Creditor (O): optional

Description

This dataset describes the standard template for initiating a request for obtaining a copy of a Mandate from the Debtor Bank to the Creditor Bank up to the Creditor. It must also be used to send the reply from the Creditor Bank to the Debtor Bank. It must be used in the channels e-mail and fax accepted by the procedure.

The template document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the template must be in at least one and up to three languages of the country of residence of the Debtor, together with English.

The design of the templates must comply with the requirements set out below.

The Scheme requires the template to have a clear heading entitled "SEPA Direct Debit -Claim for a copy of a Mandate" and the following attributes are to be contained within the Mandate in the line order shown:

Attributes contained

Template attributes: (to be completed with the line number on the template model for each attribute)

- 45 The Debtor Bank's Reference of the request
- 48 The Date of sending the request by the Debtor Bank
- 49 The Name of the Debtor Bank
- 50 The Debtor Bank contact details
- 51 The e-mail address or fax number where the response should be sent to at the Debtor Bank
- 12 BIC code of the Creditor Bank (optional)
- 20 The Identification Code of the Scheme
- 02 The Identifier of the Creditor
- 03 The Name of the Creditor
- 01 The Unique Mandate Reference

- 14 The Name of the Debtor
- 56 The Reference of the response sent by the Creditor (optional)
- The Date of sending the response by the Creditor
- 57 The Response type codes

Remarks The name of these fields must be present on the template, in order to assist the Debtor Bank while filling in the template, as presented in the illustration.

The attributes in the template document must be completed, unless otherwise indicated.

4.8 Business Requirements for Attributes

This section is focussed on stating the business requirements for the data elements used by the B2B Scheme.

4.8.1 List of Attributes

(☐ e-Mandates)

AT-01 The unique Mandate reference

AT-02 The identifier of the Creditor

AT-03 The name of the Creditor

AT-04 The account number (IBAN) of the Creditor

AT-05 The address of the Creditor

AT-06 The amount of the Collection in euro

AT-07 The account number (IBAN) of the Debtor

AT-08 The identifier of the underlying contract

AT-09 The address of the Debtor

AT-10 The Creditor's reference of the Direct Debit Transaction

AT-11 The Due Date of the Collection

AT-12 BIC code of the Creditor Bank

AT-13 BIC code of the Debtor Bank

AT-14 The name of the Debtor

AT-15 The name of the Debtor reference Party

AT-16 The placeholder for the electronic signature data

AT-17 The type of Mandate (paper, e-Mandate)

AT-18 The identifier of the original Creditor who issued the Mandate

AT-19 The unique Mandate reference as given by the original Creditor who issued the Mandate

AT-20 The identification code of the B2B Scheme

AT-21 The transaction type

AT-22 The Remittance Information sent by the Creditor to the Debtor in the Collection

AT-24 The reason for amendment of the Mandate

AT-25 The date of signing of the Mandate

AT-26 The Settlement Date of the Collection

AT-27 Debtor identification code

AT-31 The Reversal reason code

AT-33 The signature(s) of the Debtor(s)

AT-36 The signing date of the cancellation of the Mandate

AT-37 The identification code of the Debtor Reference Party

AT-38 The name of the Creditor Reference Party

AT-39 The identification code of the Creditor Reference Party

AT-43 The Creditor Bank's reference of the Collection

AT-44 The amount of the Reversal in euro.

AT-45 The Debtor Bank's reference of the request

AT-47 The Date of receipt of the request by the Debtor Bank

AT-48 The Date of sending the request by the Debtor Bank

AT-49 The Name of the Debtor Bank

AT-50 The Debtor Bank contact details

AT-51 The email address or fax number of the Debtor Bank where the response should be sent

AT-52 The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)

AT-53 The Debit date of the Collection

AT-54 The latest Collection Date

AT-56 The Reference of the response of the Creditor

AT-57 The Response type codes

AT-58 The purpose of the Collection

AT-59 The category purpose of the Collection

AT-R1 Type of "R" message

AT-R2 Identification of the type of party initiating the "R" message

AT-R3 The reason code for non-acceptance

AT-R4 The Settlement Date for the Return instruction (DS-05) or the Reversal (DS-07)

AT-R5 The Specific reference of the bank initiating the Reject/Return for Reject/Return.

AT-R7 The specific reference of the Creditor Bank for the Reversal

AT-R8 The amount of the Interchange Fee

For each attribute specific for SEPA B2B Direct Debit, there is a short description. Where appropriate there is also a related description of possible values (R-codes). The Rulebook does not define attribute format or field length, unless this is considered to be a business requirement.

4.8.2 AT-01 –The Unique Mandate Reference

Description: This reference identifies for a given Creditor, each Mandate signed by any Debtor for that Creditor. This number must be unique for each Mandate in combination with the identifier of the Creditor (AT-02 without the extension, called Creditor Business Code). The Creditor must organize himself in such a way that the delivery by any third party of the elements AT-01 + AT-02 without the extension, called Creditor Business Code, must allow indefinite retrieval of the Mandate data.

The Rulebook does not limit the length of the attribute. It is recommended to Creditors to limit the length to a number of positions needed for managing the business of the Creditor as the attribute is used in several processes as a key to be entered to access files containing Mandate information.

4.8.3 AT-02 – The Identifier of the Creditor

Description: **1 The Creditor Identifier**

The identifier of the Creditor is unique in the B2B Scheme: each identifier allows the identification of one Creditor without ambiguity in SEPA. The Creditor may use the same Creditor Identifier for both the Core Scheme and for the B2B Scheme. A Creditor may use more than one Identifier.

A Creditor can use the “Creditor Business Code” extension to identify different business activities.

This identifier identifies a legal entity, or an association that is not a legal entity, or a person assuming the role of the Creditor. This identification must be stable in time, to enable the Debtor and the Debtor Bank to return to the Creditor for complaints and to check the existence of a Mandate at the presentation of Collections by the Creditor.

2 The Structure of the Identifier

The Creditor identifier uses, wherever possible, information available in the public domain. Consequently, there is no need for a centralised database at B2B Scheme level containing the identifiers of Creditors and other associated Creditor data.

The Creditor identifier contains the following elements:

a. The ISO country code (reference [4]) of the country where the national identifier of the Creditor has been issued

b. The check digit (covering a + d)

c. The extension, called Creditor Business Code, allowing the Creditor to identify different business lines or different services. This extension is not needed to identify a Mandate in a unique way, but contains useful information for the Creditor and for the Debtor. It can be used by the Creditor in a flexible way, not being part of the real identifying part of the Creditor Identifier. Creditors can change it over time for business reasons.

d. The country-specific part of the Creditor identifier being a national identifier of the Creditor, defined by the National Community.

The identifier of the Creditor as defined by the National Community contains, for most countries, a specific structure for the identification of the Creditors. The country-specific part is not unique on SEPA level, as the logic behind is totally different from country to country. These national rules might generate identical values for identifiers in different countries, which explains the necessity to add the ISO country code.

The detailed specifications of this identifier are provided in detail in the SEPA B2B Direct Debit Inter-Bank Implementation Guidelines (reference [9]).

3 Implementation and Transition Period

From the start of the B2B Scheme, the structure of the Creditor Identifier as defined above and specified in the Inter-Bank Implementation Guidelines (reference [9]) will be used in the B2B Scheme. For countries using a national identifier in current DD schemes which has insufficient capacity or is unsatisfactory for the intended use, a new or adapted national identifier may be defined.

4 SEPA-wide use of the Creditor Identifier

The advantage of the B2B Scheme is that the Creditor can use a single identifier for the whole SEPA region.

A Creditor Identifier based on an identifier from any SEPA country can be used in all SEPA countries.

4.8.4 AT-03 – The Name of the Creditor

Description: The name of the Creditor is information made available by the Debtor Bank to the Debtor to allow the Debtor to identify the Creditor having initiated the Collection.

4.8.5 AT-04 –The Account Number of the Creditor

Description: The account number (IBAN) of the account of the Creditor

- To be credited for a Collection (DS-04)
- To be debited for a Reject, Return (DS-05) and Reversal (DS-07) of a Collection

4.8.6 AT-05 – The Address of the Creditor

Description: The address of the Creditor as forwarded to the Debtor

4.8.7 AT-06 – The Amount of the Collection in Euro

Description: The amount contains two parts, the first is expressed in euro, and the second is expressed in euro cents.

The first part must be larger than or equal to zero euro, and equal to or not larger than 999.999.999 euro. The second part must be larger than or equal to zero euro cent, and smaller than or equal to 99 euro cents.

The combined value of 0,00 euro (zero euro and zero euro cent) is not allowed.

4.8.8 AT-07 – The Account Number of the Debtor

Description: The account number (IBAN) of the account of the Debtor

- To be debited for a Collection (DS-04)
- To be credited for a Reversal (DS-07) of a Collection

4.8.9 AT-08 - The Identifier of the Underlying Contract

Description: The identifier is defined in terms of layout and content by the Creditor. It may contain elements for self-control such as check-digits, but the other parties in the B2B Scheme are not required to do any checking on this attribute.

4.8.10 AT-09 - The Address of the Debtor

Description: The address of the Debtor as registered by the Creditor

Only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory

4.8.11 AT-10 - The Creditor's Reference of the Direct Debit Transaction

Description: This number identifies for a given Creditor, each Collection transaction presented to the Creditor's bank, in a unique way. This number will be transmitted in the whole process of the handling of the Collections from the Process-step PT-04.01, until the finality of the Collection. It must be returned in any exception handling process-step by any party involved. The Creditor cannot request for any other referencing information to be returned to him, in order to identify a Collection. The Creditor must define the internal structure of this reference; it can only be expected to be meaningful to the Creditor

If no reference is provided by the Creditor, this attribute has default value "Not Provided".

4.8.12 AT-11 – The Due Date of the Collection

Description: See section 4.3.1

4.8.13 AT-12 – The BIC Code of the Creditor Bank

Description: *See Chapter 7, Defined Terms in the Rulebook.*

For DS-03 (Customer-to-Bank Collection), this attribute is only mandatory when the Creditor Bank is located in a non-EEA SEPA country or territory. This attribute remains mandatory in DS-04 (interbank collection).

4.8.14 AT-13 – The BIC Code of the Debtor Bank

Description: See Chapter 7, Defined Terms in the Rulebook

For DS-03 (Customer-to-Bank Collection), this attribute is only mandatory when the Debtor Bank is located in a non-EEA SEPA country or territory. This attribute remains mandatory in DS-04 (interbank collection).

4.8.15 AT-14 – The Name of the Debtor

Description: The name of the Debtor as registered by the Creditor.

4.8.16 AT-15 - The Name of the Debtor Reference Party

Description: See section 3.1.

Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

4.8.17 AT-16 – The Placeholder for the Electronic Signature Data

Description: This is a placeholder for the transmission of the information needed for the use of an electronic signature.

4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)

Description: The type of Mandate allows distinguishing between a Mandate issued in paper in accordance with the rules of the Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

4.8.19 AT-18 - The Identifier of the Original Creditor who issued the Mandate

Description: The Creditor Identifier of the Creditor who issued the Mandate before the Mandate and its underlying contract was taken over by another Creditor.

4.8.20 AT-19 - The Unique Mandate Reference as given by the Original Creditor who issued the Mandate

Description: In the case that a Mandate is taken over by another Creditor than the Creditor who initiated the Mandate, the original unique Mandate reference must be stored in this attribute.

4.8.21 AT-20 –The Identification Code of the B2B Scheme

Description: This code allows instructions under the B2B Scheme to be distinguished from those of other schemes. This code must allow a Collection under the B2B Scheme to be distinguished from a Collection under the Core Scheme.

4.8.22 AT-21 – The Transaction / Sequence Type

Description: This attribute allows different types of transaction to be identified.

Value range:

1. One-off Collection
2. Recurrent, not the last Collection of the recurrent Collections
3. First Collection of the recurrent Collections (optional)
4. Last Collection of the recurrent Collections
5. Reversal

Remarks The values given for the codes are arbitrary for inventory purposes, not taken from an approved standard. A Collection with the optional transaction type ‘first’ is processed as a recurrent Collection.

4.8.23 AT-22 – The Remittance Information Sent by the Creditor to the Debtor in the Collection

Description: This information is defined by the Creditor and must be communicated by the Debtor Bank to the Debtor when debiting the account of the Debtor. It is recommended that it contains a reference to the pre notification. It may also contain the identifier of the underlying contract.

4.8.24 AT-24 – The Reason for Amendment of the Mandate

Description: This code describes the reason for the amendment by the Creditor and/or the Debtor

Value range:

Change of AT-01 (the Creditor defining a new unique Mandate reference)

Change of AT-02 (new Creditor Identifier Information)

Change of AT-03 (The Name of the Creditor)

Change of AT-07 (the Debtor specifying another account to be debited in the same bank or in another bank)

A combination of changes in the attributes AT-01, AT-02 and/or AT-03

4.8.25 AT-25 – The Date of Signing of the Mandate

Description: The date on which the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate document. The value of this attribute remains unchanged for the mandate lifecycle. For Mandates migrated from other direct debit schemes, this attribute might not be available. In such case, it is up to communities of Participants to define how to provide a valid substitute for this date.

4.8.26 AT-26 – The Settlement Date of the Collection

Description: The date on which the amount of the Collection is settled by the CSM.

4.8.27 AT-27 – The Debtor Identification Code

Description: This attribute identifies the Debtor by specifying a code determined by the Debtor in agreement with the Creditor to facilitate the identification of the Debtor. May be specified by the Debtor, is optional for the B2B Scheme.

4.8.28 AT-31 – The Reversal Reason Code

Description: This code explains the reason for the initiation of the Reversal for a Collection. It is defined by the actor who initiates the Reversal , i.e. either the Creditor or the Creditor Bank.. It can be used by the Debtor Bank to inform the Debtor about the reason for the credit of the account of the Debtor.

Value range: Duplicate entry

Reason not specified

4.8.29 AT-33 – The Signature(s) of the Debtor(s)

Description: The signature(s) on paper of the Debtor(s)

4.8.30 AT-36 – The Signing Date of the Cancellation of the Mandate

Description: The date on which the cancellation of the Mandate was signed by the Debtor, as registered by the Creditor in the dematerialisation of the Mandate cancellation.

4.8.31 AT-37 – The identification code of the Debtor Reference Party

Description: A code supplied by the Debtor and delivered to the Creditor as part of the completed Mandate. Information relating to a Debtor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

4.8.32 AT-38 – The name of the Creditor Reference Party

Description: Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

4.8.33 AT-39 – The identification code of the Creditor Reference Party

Description: A code supplied by the Creditor and delivered unaltered to the Debtor. Information relating to a Creditor Reference Party is included only for the purpose of assisting the Debtor and/or Creditor in managing their payments and is not required to be provided to or by the Debtor Bank and/or Creditor Bank for the purpose of effecting the payment to which the information relates.

4.8.34 AT-43 – The Creditor Bank's Reference of the Collection

Description: The reference of the Collection given by the Creditor Bank to be forwarded to the Debtor Bank.

4.8.35 AT-44 - The Amount of the Reversal in euro

Description: The amount for the reversal of a Collection. This amount cannot be different from the amount of the Collection involved, as partial reversals are not allowed.

4.8.36 AT-45 - The Debtor Bank's Reference of the request

Description: The reference of the request given by the Debtor Bank to be forwarded to the Creditor Bank.

4.8.37 AT-47 - The Date of receipt of the request by the Debtor Bank

Description: The date on which the request initiated by the Debtor, has been received by the Debtor Bank.

4.8.38 AT-48 – The Date of sending the request by the Debtor Bank

Description: The date on which the request has been forwarded by the Debtor Bank to the Creditor Bank.

4.8.39 AT-49 – The Name of the Debtor Bank

Description: The name of the Debtor Bank as specified in the request.

4.8.40 AT-50 – The Debtor Bank contact details

Description: The contact details of the Debtor Bank, to be used by the Creditor Bank or the Creditor, in the case that a contact is necessary to clarify the request made.

4.8.41 AT-51 – The E-mail address or Fax number of the Debtor Bank where the response should be sent

Description: The E-mail address or Fax number of the Debtor Bank where the response should be sent by the Creditor Bank.

4.8.42 AT-52 – The indication that a confirmation of the receipt of the request by the Creditor Bank is requested (yes/no)

Description: The indication that a confirmation of the receipt of the request by the Creditor Bank is requested by the Debtor Bank. When the confirmation is requested 'yes' should be specified.

4.8.43 AT-53 – The Debit date of the Collection

Description: See section 4.3.1

4.8.44 AT-54 – The latest Collection Date

Description: The due date of the latest Collection under the Mandate for which a request is made

4.8.45 AT-56 – The Reference of the response of the Creditor

Description: The reference of the response of the Creditor on the request made by the Debtor Bank.

4.8.46 AT-57 - The Response type codes

Description: The Response type code(s) identify the type of response given by the Creditor Bank to the Debtor Bank.

The codes are the following:

1: Creditor Bank accepts that the Collection was erroneous

2: Creditor Bank does not accept that the Collection was erroneous

4.8.47 AT-58 – The purpose of the Collection

Description: The purpose of the Collection is the underlying reason for the transaction, i.e. information on the nature of such transaction.

Value range: All codes part of the ISO standard are accepted

4.8.48 AT-59 – The category purpose of the Collection

Description: The category purpose of the Collection is information on the high level nature of the transaction. It can have different goals: allow the Creditor Bank to offer a specific processing agreed with the Creditor, or allow the Debtor Bank to apply a specific processing

Value range: All codes part of the ISO standard are accepted

4.8.49 AT-R1 – Type of "R" message

Description: This code contains the code identifying the type of "R" message

Value range: Reject of a Collection
Return of a Collection

4.8.50 AT-R2 – The Identification of the type of party initiating the "R" message

Description: Types are:
Creditor Bank (for Reject, Reversal)
Debtor Bank (for Reject, Return)
CSM (for Reject only)
Creditor (for Reversal only)

4.8.51 AT-R3 – The Reason Code for Non-Acceptance (Reject or Return)

Value range: The reasons for a **Reject** by the Creditor Bank are left to a bilateral agreement between the Creditor Bank and the Creditor being a Business Customer.

The reasons for a **Reject** by the CSM or the Debtor's bank are as follows:

- Operation code /transaction code/sequence type incorrect, invalid File format
- Bank identifier incorrect (i.e. invalid BIC)
- Debtor deceased
- Account identifier incorrect (i.e. invalid IBAN)
- Account closed
- Direct debit forbidden on this account for regulatory reasons
- Account blocked
- Reason not specified
- Insufficient Funds
- Mandate data missing or incorrect
- No Mandate or unable to obtain mandate confirmation from the Debtor
- Regulatory reason
- Specific service offered by the Debtor Bank
- Duplicate collection
- Refusal by the Debtor
- Identifier of the Creditor incorrect. (i.e. invalid Creditor Identifier).
- Debtor account is a consumer account
- Creditor Bank not registered under this BIC in the CSM
- Debtor Bank not registered under this BIC in the CSM

The reasons for a **Return** by the Debtor Bank are as follows:

- Operation code/transaction code/sequence type incorrect, invalid File format
- Account identifier incorrect (i.e. invalid IBAN or account number does not exist)
- Account closed
- Debtor deceased
- Bank identifier incorrect (i.e. invalid BIC)
- Direct debit forbidden on this account for regulatory reasons
- Duplicate collection
- Account blocked
- Reason not specified
- Insufficient Funds
- No Mandate or unable to obtain mandate confirmation from the Debtor
- Refusal by the Debtor
- Regulatory reason
- Specific service offered by the Debtor Bank
- Identifier of the Creditor incorrect (i.e. invalid Creditor Identifier).
- Debtor account is a consumer account

The document 'EPC Guidance on Reason Codes for SEPA Direct Debit R-transactions' (document reference [22]) prescribes which ISO code should be used for each of the above-mentioned reasons under a Reject and a Return.

4.8.52 AT-R4 – The Settlement Date for the Return instruction (DS-05) or the Reversal (DS-07)

Description: The date on which the amount of the Return or Reversal is settled by the CSM.

4.8.53 AT-R5 – Specific reference of the bank initiating the Reject/Return for a Reject/Return

Description: The reference of the bank/CSM initiating the 'R' message. This reference must be provided by the party receiving the message when requesting any complementary information about the 'R' message

4.8.54 AT-R7 – The Specific Reference of the Creditor Bank for the Reversal

Description: The reference of the Reversal forwarded by the Creditor Bank to the Debtor Bank.

4.8.55 AT-R8 – The amount of the Interchange Fee

Description: This amount of the Interchange Fee is collected by the Debtor Bank

5 RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS

5.1 The B2B Scheme

Participation in the Scheme is on the basis of compliance with the following guiding principles:

- Scheme Participants from all countries in SEPA participate on the basis that the level playing field principle is respected.
- All adhering Scheme Participants shall comply with the Rulebook on the same basis as all other Participants.
- Participants need to ensure that the Regulation on Information accompanying Transfers of Funds and the provisions of Title III and Title IV of the Payment Services Directive affecting direct debits enabled by the SEPA Direct Debit Scheme are effectively represented in law or substantially equivalent binding practice. For the avoidance of doubt, it is recognised that the compliance obligations for a Participant that is not subject to the Payment Services Directive under its national law and is operating outside the EEA shall not include the obligations resulting from Article 66 and related Articles of the Payment Services Directive as these Articles should only apply in combination with the authorisation framework within the EEA in accordance with Titles I and II of the Payment Services Directive.

5.2 Compliance with the Rulebook

A Participant shall comply with:

- the Rulebook, including amendments as and when they are made and properly communicated to Participants
- the SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines
- the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines
- the SEPA Scheme Management Internal Rules (the "**Internal Rules**"), as set out in Annex IV to this Rulebook
- any validly made order or notice issued as part of the SEPA Scheme Management processes under the Rulebook and the Internal Rules.

The parties to the Rulebook are the EPC and each Participant.

The Rulebook is a multilateral agreement comprising contracts between:

- the EPC and each Participant; and
- each Participant and every other Participant.

A person who is not a party to the Rulebook shall have no rights or obligations under the Rulebook.

A Participant shall procure that its employees, its agents and the employees of its agents comply with all applicable obligations under the Rulebook.

5.3 Reachability (□ e-Mandates)

Each Participant shall offer services relating to the B2B Scheme in the capacity of Debtor Bank, or in the capacity of both Debtor Bank and Creditor Bank.

Each Participant needs to determine how to achieve full reachability for the SEPA B2B Direct Debit Scheme. There are several ways for Participants to send and receive euro payment transactions to and from other Participants across SEPA.

A Participant can use the services of a CSM to assist in the provision of its services to Creditors and Debtors.

A Participant can use the services of an Intermediary Bank to perform any functions in relation to an obligation arising under the Rulebook. The Participant shall ensure that its arrangements with such Intermediary Bank are consistent with, and do not detract from, the requirements of the Rulebook and the other documents listed at section 5.2.

Participants can choose any solution or a combination of solutions, as long as reachability and compliance with the B2B Scheme is effectively ensured. A Participant when using the services of a CSM or Intermediary Bank acts at its own risk.

5.4 Eligibility for Participation

In order to be eligible as a Participant, a Participant must at all times:

- be active in the business of providing banking and/or payment services to customers
- be active in the business of providing accounts used for the execution of payments, holding the Funds needed for the execution of payments or making the Funds received following the execution of payments available to customers
- be either incorporated and licensed in a SEPA country or territory, or licensed by an appropriate EEA regulatory body
- be able to pay its debts as they fall due, and not be insolvent as defined in accordance with any insolvency law applicable to the Participant
- maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
- be able to meet rating or other criteria set under the terms of the Scheme from time to time for the purpose of establishing the Participant's ability to meet its financial obligations
- comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
- participate, or be eligible to participate, directly or indirectly in one or more CSMs for the purpose of providing access to the Scheme throughout SEPA
- develop and effect operational and risk control measures appropriate to the business undertaken by the Participant, such as the risk management provisions set out in the Rulebook and in Annex II to the Rulebook.

Applicants which fall within one of the following categories shall be deemed automatically to be eligible under this section:

- a credit institution which is authorised in accordance with Article 8 (1) of Directive 2013/36/EU by a state which is a member of the European Economic Area;
- the institutions referred to in points (2) to (23) of Article 2 (5) of Directive (EU) 2013/36/EU;

- a bank which is authorised in accordance with Article 3 of the Federal Law on Banks and Savings Banks of 8 November 1934 by the Swiss Financial Market Supervisory Authority (FINMA);
- a bank which is authorised by the Central Bank of San Marino in accordance with Article 7, Part I, Title II, of the Sammarinese Law No. 165 (approved on November 17th 2005) and with Regulation No. 07 of 2007;
- an undertaking incorporated in Jersey and registered with the Jersey Financial Services Commission to conduct deposit-taking business under the Banking Business (Jersey) Law 1991;
- an undertaking incorporated in Guernsey and registered with the Guernsey Financial Services Commission to conduct deposit-taking business under the Banking Supervision (Bailiwick of Guernsey) Law 1994; or
- an undertaking incorporated in the Isle of Man and licensed by the Isle of Man Financial Services Authority to conduct deposit-taking business under the Isle of Man Financial Services Act 2008.

An applicant which has been authorised as a payment institution under Article 11[11] of the Payment Services Directive, or any other payment service provider listed in Article 1.1 of the Payment Services Directive, shall be deemed automatically to have met the following eligibility criteria:

- be active in the business of providing banking and/or payment services to Customers
- be either incorporated and licensed in a SEPA country or territory or licensed by an appropriate EEA regulatory body
- maintain a sufficient level of liquidity and capital in accordance with regulatory requirements to which it is subject
- comply fully with applicable regulations in respect of money laundering, sanctions restrictions and terrorist financing
- develop and effect operational and risk control measures appropriate to the business undertaken by the Participant.

Furthermore, an applicant which is the treasury of a sovereign state shall not be required to establish:

- that it is able to pay its debts as they fall due or that it is not insolvent; or
- that it meets rating or other criteria set under the terms of the Scheme for the purpose of establishing its ability to meet its financial obligations,

unless there are exceptional circumstances or the applicant is not the treasury of an EEA member state or Switzerland. However, the CAC may request such an applicant to demonstrate (in its legal opinion or otherwise) that it is the treasury of the state itself, and not the treasury of an organ or entity under the control of the state

[11] Or the Article 10 of the reference [2]

A Participant shall notify the Secretariat immediately of any matter that is material to the Participant's eligibility as a Participant under this section 5.4. The Secretariat shall take reasonable steps to bring such notifications to the attention of all other Participants and the Scheme Management Board ("SMB").

Any references in the Rulebook to a "bank" or "banks" shall be construed as including any undertaking or institution which is eligible under any of the categories listed above in this section.

5.5 Becoming a Participant

Any undertaking which is eligible under section 5.4 above may apply to become a Participant.

Applications shall be submitted to the EPC in accordance with its application procedures as set out in the Internal Rules.

To apply to become a Participant, an undertaking shall submit to the EPC an executed and original Adherence Agreement and submit Supporting Documentation to the EPC. A Participant may appoint an agent to complete an Adherence Agreement on its behalf. If the latter procedure is adopted the Participant undertakes all rights and obligations under the Rulebook and the documents specified in section 5.2 above as if it had completed the Adherence Agreement itself.

The EPC may require additional information from the applicant in support of its application.

An applicant becomes a Participant on an admission date specified by the EPC in accordance with the Internal Rules. Names of applicants which will become Participants at a future date may be pre-published, and a date designated and published when they will become Participants.

In consideration of the mutual obligations constituted by the Rulebook, an applicant agrees to be bound by, becomes subject to and shall enjoy the benefits of, the Rulebook upon becoming a Participant.

If the application to become a Participant is rejected, the applicant shall receive notice of such in writing and be provided with a statement of the reasons for such rejection.

Upon receipt of such a written rejection, the applicant may appeal against the decision in accordance with the Internal Rules.

5.6 B2B Scheme List of Participants

The B2B Direct Debit Scheme List of Participants shall be maintained in good and up-to-date order and arrangements will be made for such list to be made available to Participants when issued or updated.

Such list shall contain:

- current contact details for each Participant for the purpose of enabling notices to be served on Participants in accordance with the Rulebook
- the date on which each Participant attained Participant status
- details of undertakings which have been removed from the list, including the date of their removal; and
- such other information as is considered appropriate in the interests of the effective management of the B2B Scheme.

Any changes to operational, contacting or invoicing details will be notified by Participants, in accordance with the B2B Scheme management process as stipulated in the Scheme Management Internal Rules.

By submitting an application to become a Participant, an undertaking consents to publication of the details referred to in this section 5.6.

5.7 Obligations of a Creditor Bank

(☐ e-Mandates see the indicated points below)

In respect of each of its Creditors, a Creditor Bank shall:

- enter into an agreement governing the provision and use of services relating to the B2B Scheme only after applying the principles of "Know Your Customer"
- ensure that such agreement is consistent with the Rulebook and that such agreement is complete, unambiguous and enforceable
- ensure that such agreement makes adequate provision for the Creditor Bank's succession (e.g. through merger or acquisition), in accordance with the Rulebook
- not restrict its Creditors from obtaining similar services relating to the B2B Scheme from any other Creditor Bank
- comply with applicable principles issued from time to time in relation to risk management as set out in the Rulebook and Annex II
- in the event that a prospective Creditor does not have a Creditor Identifier, provide or procure the provision of such a number
- perform all operational tasks allocated to Creditor Banks under the Rulebook and comply with the standards set out in the SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines and in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines
- accept Customer-to-Bank Collection messages at the request of the Creditor that comply with the standards set out in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines
- effect exception processing in accordance with the Rulebook, and take care to avoid an excessive proportion of Rejects and Returns in respect of Collections in relation to any particular Creditor.
- pay the amount of each Return to the relevant Debtor Bank, regardless of the status of the Creditor's account or the Creditor itself
- provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor and provide to the Debtor Bank a copy of the relevant Mandate (☐ e-Mandates)
- monitor the use by its Creditors of SEPA B2B Direct Debits to ensure continuing compliance with the Rulebook and in order to mitigate all the risks
- in the event that it has credible evidence that its Creditor has effected or proposes to effect one or more SEPA B2B Direct Debits with intent to defraud any person, cease forthwith to effect further Collections for such Creditor

- ensure that, in its agreements with Creditors governing the provision and use of services relating to the B2B Scheme, it has the right to terminate such agreements in the event that Creditors misuse the B2B Scheme and that it exercises such right in such an event
- provide Creditors and prospective Creditors with adequate information on their risks as well as the respective rights and obligations of the Debtor, Creditor and Creditor Bank including those specified in the applicable legislation in relation to the SEPA Direct Debit in question and more in general about the secure use of direct debits, in advance of the first SEPA Direct Debit to be collected by the Creditor and in accordance with the relevant provisions in the Rulebook on the content of such information. As regards the aspects of secure use of direct debits, the further details about the information obligations are spelled out in Annex II of the Rulebook
- ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them
- enter into legally binding agreements with their direct debit service providers covering all functions performed by those providers in direct connection with the scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them
- require CSM(s) to which it is connected to act in compliance with the scheme rules
- immediately (without any further delay) report to the EPC about unmitigated Risks of scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme;
- without delay report to the EPC about issues or complaints related to Collections that were raised by Debtors or Creditors and about internal or external audit findings, where such issues, complaints or findings are of scheme-wide importance.

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

- to obtain and use a Creditor Identifier when effecting SEPA B2B Direct Debits
- to use a Mandate that complies with the set of requirements defined by the Rulebook
- to comply with the terms of Mandates agreed with its Debtors
- to collect, process and store data related to its Mandates in accordance with the relevant provisions of the Rulebook
- to pre-notify its Debtors in relation to Collections it proposes to initiate in accordance with the relevant Mandate
- to initiate Collections with the Creditor Bank in accordance with the relevant timing requirements set out in the Rulebook
- to perform all operational tasks allocated to Creditors under the Rulebook
- to effect all Rejects and Returns in relation to its Collections presented through the Creditor Bank

- without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of any Mandate, when requested by the Creditor Bank (☐ e-Mandates)
- to comply with any guidance for Creditors issued from time to time in relation to risk management
- to resolve any disputes concerning the underlying contract and the related payments directly with the Debtor

5.8 Obligations of a Debtor Bank

In respect of each of its Debtors, a Debtor Bank shall:

- enter into an agreement governing the provision and use of services relating to the B2B Scheme only after applying the principles of Know Your Customer, including the instructions agreed between the Debtor and the Debtor Bank regarding the obligations for the Debtor Bank to check incoming Collections against the Mandate data received from the Debtor.
- ensure that such agreement is consistent with the Rulebook <u>and that such agreement is complete, unambiguous and enforceable</u>
- ensure that such agreement makes adequate provision for the Debtor Bank's succession (e.g. through merger or acquisition), in accordance with the Rulebook
- ensure that the Debtor is not a 'consumer' and is authorised by national law to opt out from the refund right for authorised transactions contained in Articles[12] 61 and 76 of the Payments Services Directive as some national laws may associate 'micro-enterprises' with consumers
- allow Debtors to prohibit the application of SEPA Business to Business Direct Debits to its account
- to comply with applicable principles issued from time to time in relation to risk management as set out in the Rulebook and in Annex II
- perform all operational tasks allocated to Debtor Banks under the Rulebook and comply with the standards set out in the SEPA Data Model
- effect all Rejects and Returns in relation to its Debtors' accounts, in accordance with the Rulebook, even if the Debtor's account is closed
- provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank, and provide to the Debtor with a copy of the relevant Mandate.
- obtain confirmation from the Debtor on the accuracy of the B2B Mandate data received as part of the first Collection before debiting the Debtor's account
- for each successive Collection, check the Mandate related data against such data for previous Collections stored by the Debtor Bank

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[12] Or the Articles 51 and 62 of the reference [2]

- provide Debtors and prospective Debtors with adequate information on the respective rights and obligations of the Debtor, Creditor and Debtor Bank in relation to the SEPA Direct Debit in question and more in general about the secure use of direct debits, in advance of the first SEPA Direct Debit to be debited from each relevant Debtor's account and in accordance with the relevant provisions in the Rulebook on the content of such information. As regards the aspects of secure use of direct debits, the further details about the information obligations are spelled out in Annex II of the Rulebook.
- ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them
- enter into legally binding agreements with their direct debit service providers covering all functions performed by those providers in direct connection with the scheme, ensure that such agreements are complete, unambiguous and enforceable on each contractual party and safeguard the ongoing compliance of such agreements with the laws applicable to them
- require CSM(s) to which it is connected to act in compliance with the scheme rules
- immediately (without any further delay) report to the EPC about unmitigated Risks of scheme-wide Importance and about Major Incidents that affect the smooth functioning of the Scheme;
- without delay report to the EPC about issues or complaints related to Collections that were raised by Debtors or Creditors and about internal or external audit findings, where such issues, complaints or findings are of scheme-wide importance.

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

- to resolve any disputed Collection directly with the Creditor concerned, and accept that the obligations of the Debtor Bank and the Creditor Bank under the B2B Scheme are not subject to claims or defences under the contractual or other arrangements in place between Debtor and Creditor
- to inform the Debtor Bank about any change in the position of a Debtor regarding his right to opt out from the right to claim a refund for an authorised transaction
- to inform the Debtor Bank about any cancellation or amendment of the Mandate by no later than the day on which the amendment or cancellation is to take effect and before the Due Date of the presentation of the next Direct Debit collection in order to perform the necessary checks.

5.9 Limitation of Liability (□ e-Mandates)

5.9.1 No-fault Reimbursement of Returns

In respect of each SEPA B2B Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of the amount of any Collection subject to a Return.

5.9.2 Compensation for Breach of the Rulebook

A Participant who is party to a SEPA B2B Direct Debit shall be liable to the other Participant who is also party to that SEPA B2B Direct Debit for all foreseeable losses, costs, damages and expenses (including reasonable legal fees), taxes and liabilities for any claims, demands or actions (each referred to as a "Loss"), where the Loss arises out of or in connection with:

- breach of the Rulebook relating to the Collection by the relevant Participant, its employees or agents;
- any negligent acts or omission of the relevant Participant, its employees or agents relating to the Collection insofar as relevant to the operation of the B2B Scheme; or
- any operational failure of the relevant Participant, its employees or agents relating to the Collection insofar as relevant to the operation of the B2B Scheme.

5.9.3 Limits on Liability

A Participant's liability under the B2B Scheme Rulebook is limited as follows:

- The maximum amount which may be claimed in respect of a Loss is the amount of the Collection.
- The cap on liability applies even if there has been gross negligence by the liable Participant, its employees or agents.
- The cap on liability does not apply in the event of wilful intent by the liable Participant or by the Participant's employees or agents.
- The maximum amount which may be claimed in respect of a Loss is subject to proportionate reduction in the case of contributory negligence of the Participant making the claim, its employees or its agents.
- A Loss which results from action taken to limit or manage risk shall not be claimed.
- A Loss can be regarded as foreseeable only if it is regularly experienced by Participants active in making cross border payments to SEPA countries.

5.9.4 Force Majeure

Further, a Participant shall not be liable for any failure, hindrance or delay in performance in whole or in part of its obligations under the Rulebook if such failure, hindrance or delay arises out of circumstances beyond its control. Such circumstances may include, but are not limited to, acts of God, fire, flood and unavailability of energy supplies.

5.10 Liability of the EPC

The EPC, its agents, employees or the employees of its agents shall not be liable for anything done or omitted in the exercise of any discretion under the Rulebook unless it is shown that the act or omission was effected in bad faith.

The EPC, its agents, their employees and the employees of their agents shall not be liable for any losses which are not foreseeable.

5.11 Termination

A Participant may terminate its status as a Participant by giving no less than six months' prior written notice to the CAC, such notice to take effect on a designated day (for which purpose such a day will be designated at least one day for each month). As soon as reasonably practicable after receipt of such notice, it or a summary shall be published to all other Participants in an appropriate manner.

Notwithstanding the previous paragraph, upon receipt of the participant's notice of termination by the CAC, the Participant and the CAC may mutually agree for the termination to take effect on any day prior to the relevant designated day.

A former Participant shall continue to be subject to the Rulebook in respect of all activities which were conducted prior to termination of its status as a Participant and which were subject to the Rulebook, until the date on which all obligations to which it was subject under the Rulebook prior to termination have been satisfied. In particular, in each case by the former Participant and in favour of the former Participant, as appropriate:

- all SEPA B2B Direct Debit obligations incurred prior to termination of its status as a Participant are preserved and shall be performed in accordance with the Rulebook;
- partly-completed SEPAB2B Direct Debit obligations shall be fully completed; and
- all rights accrued prior to such termination are preserved.

Upon termination of its status as a Participant, an undertaking shall not incur any new obligations under the Rulebook. Further, upon such termination, the remaining Participants shall not incur any new obligations under the Rulebook in respect of such undertaking's prior status as a Participant. In particular, no new SEPA B2B Direct Debit obligations may be incurred by the former Participant or in favour of the former Participant.

The effective date of termination of a Participant's status as a Participant is (where the Participant has given notice in accordance with the first paragraph of section 5.10) the effective date of such notice, or (in any other case) the date on which the Participant's name is deleted from the B2B Scheme List of Participants, and as of that date the Participant's rights and obligations under the Rulebook shall cease to have effect except as stated in this section 5.11.

This section, sections 5.9, 5.10, 5.12 and Annex II of the Rulebook shall continue to be enforceable against a Participant, notwithstanding termination of such Participant's status as a Participant.

5.12 Intellectual Property

The Participants acknowledge that any copyright in the Rulebook belongs to the EPC. The Participants shall not assert contrary claims, or deal with the Rulebook in a manner that infringes or is likely to infringe the copyright held by the EPC in the Rulebook.

5.13 Interchange Fees

Subject to the SEPA Regulation and Regulation (EC) No 924/2009 of the European Parliament and of the Council on cross-border payments in the Community and repealing Regulation (EC) No 2560/2001, Participants may have interchange fee arrangements. For R-transactions an Interchange Fee may be charged either as part of the R-transaction or through other means.

Unresolved Issues and Compliance

- Sections 2.3 and 2.4 of the Internal Rules will not apply in the event of an Unresolved Issue relating to Interchange Fee arrangements.

5.14 Contractual Provisions

The Rulebook contains legal obligations which are binding on the Participants and which are enforceable against a Participant by the EPC or another Participant. The whole Rulebook is intended to have legal effect. In the event of any inconsistency between the provisions of the Rulebook, the provisions of this Chapter 5 shall prevail. Subject to the prevalence of provisions in this Chapter 5, the provisions of Chapter 4 shall prevail over any other provision in the Rulebook.

This Rulebook constitutes the entire agreement between any Participants, and between any Participant and the EPC, relating to each SEPA Business-to-Business Direct Debit. Accordingly, the provisions of this Rulebook shall prevail over any conflicting previous agreement, rules or practices (including rules or practices of national payment schemes) which purport to apply to SEPA Business-to-Business Direct Debits. This provision does not prohibit any Participant from continuing to make payments through a national payment scheme.

Each Mandate and the terms of each agreement governing the provision and use of services relating to the B2B Scheme between respectively the Debtor and Debtor Bank and the Creditor and Creditor Bank shall continue for the benefit of the successors and permitted assignees of any relevant party.

For the purposes of the computation of time or any period of time under the Rulebook, only days which are Inter-Bank Business Days shall be included in such computation, unless a particular period of time is expressed in Banking Business Days, Calendar Days, or other calendar time units, for example, weeks, months or years.

Where reference is made to Banking Business Days, a Participant will only be required to execute its obligations under the Rulebook on days on which it is open for business, as required for the execution of a SEPA B2B Direct Debit. Therefore, where an obligation falls to be executed by a Participant on a day which is not a Banking Business Day, the Participant must execute this obligation on the next Banking Business Day. The definition of Banking Business Day is therefore to be construed in accordance with this provision.

Every document that is required to be provided by one party to another or by a party to the EPC or vice versa, under the Rulebook shall be provided in the English language.

Any reference in the Rulebook to a person or an undertaking (however described) shall include its successors.

Headings in the Rulebook are used for ease of reference only.

The Rulebook is governed by, and shall be construed in accordance with, Belgian law.

The Rulebook is drawn up in the English language. If the Rulebook is translated into any other language, the English language text prevails.

5.15 Application of the EU legislation between Participants

Each Participant that is not subject to the Payment Services Directive under its national law shall vis-à-vis other Participants and vis-à-vis its Customers and to the extent permitted by the national law applicable to such Participant, comply with and perform obligations that are substantially equivalent to those provisions in Title III and IV of the Payment Services Directive which are relevant for SEPA Direct Debits.

Further, each Participant (whether or not subject to the Payment Services Directive) shall refrain, to the extent reasonably possible, from exercising any rights accorded to it under its national law vis-à-vis other Participants and vis-à-vis its Customers that either conflict or that could potentially conflict with the provisions in Title III and IV of the Payment Services Directive.

The obligations of each Participant (whether or not subject to the Payment Services Directive) under the Rulebook shall apply notwithstanding that the Payment Services Directive is limited in its geographical scope (art. 2 Payment Services Directive). For the avoidance of doubt and notwithstanding the above paragraphs of this section, it is recognised that the compliance obligations for a Participant that is not subject to the Payment Services Directive under its national law and is operating outside the EEA shall not include the obligations resulting from Article 66 and related Articles of the Payment Services Directive as these Articles should only apply in combination with the authorisation framework within the EEA in accordance with Titles I and II of the Payment Services Directive.

The above principles apply mutatis mutandis to each Participant with respect to the provisions of Articles 5, 6(3) and 8 and the Annex of the SEPA Regulation.

5.16 Rules to migrate legacy mandates

The tables below set out rules relating to mandates which have been issued under a legacy direct debit scheme before the Creditor completes the process of changing to the Scheme and which the Creditor would like to migrate to SEPA Direct Debit Mandates in line with procedures agreed at a national level or, if applicable, in line with Article 7 of the SEPA Regulation. These mandates may not comply fully with the requirements of the Rulebook and are called “legacy mandates”.

The rules do not apply to new SEPA Direct Debit Mandates entered into after the launch of the relevant Scheme and the Creditor has transferred to the Scheme; the Creditor and Creditor Bank must comply with all Process Steps and Datasets, and all other relevant Rulebook requirements, in respect of Mandates created after that date.

The Creditor and Creditor Bank will agree on the dates for the Creditor to begin the process of changing to the Scheme and the date when those changes are completed. The start date for the Creditor Bank to provide direct debit collection services to the Creditor under the Rulebook will be the date when those changes have been completed.

Most legacy schemes are Creditor mandate flow schemes - as is the case with the two Direct Debit Schemes. However, a relatively small number of legacy schemes will be Debtor mandate flow ("DMF") schemes. A DMF scheme is basically a direct debit scheme under which the Debtor Bank, rather than the Creditor, receives and retains the mandate. This different mandate flow has raised a small number of different considerations when drafting the migration rules. Therefore the migration rules applicable to legacy Creditor mandate flow schemes are set out in Table 1 below and the rules applicable to legacy DMF schemes are set out in Table 2.

Table 1 - Creditor mandate flow schemes

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	In respect of legacy mandates: • compliance with the requirements of PT-01-01 is waived provided that migration rule 3 has been complied with • compliance with the requirements of PT-01-02
2.	PT-06.03; PT - 06.04; 5.7 - (j); 5.7 - (2), (4) and (9)	Creditor to provide to Creditor Bank a copy of the Mandate, if requested by the Debtor Bank	In respect of legacy mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that:
			(a) the applicable legacy scheme rules include no obligation for a paper-based mandate; (b) the Creditor Bank can provide evidence acceptable under the legacy scheme rules that the mandate had been properly constituted under those rules; and (c) the mandatory data elements have been collected and stored in accordance with migration rule 3.
3.	DS-01	Mandatory data elements in the SDD Mandate.	In respect of legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate: ***Unique Mandate reference*** - Creditor must provide an individual mandate reference number. ***Name of Debtor*** - Debtor's name is always part of legacy direct debit schemes. ***Address of Debtor*** - Address to be extracted from the underlying contract or requested from the Debtor.

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			Account number (IBAN) of the account to be debited - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.
			BIC code of Debtor Bank - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor. ***Identifier of the Creditor*** - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states. ***Name of the Creditor*** - Creditor's name is always part of legacy direct debit schemes. ***Address of the Creditor*** - Creditor's address is always part of legacy direct debit schemes. ***Date of signing*** - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate. The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate. ***Signature(s) of the Debtor*** - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate.

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			Transaction type - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.
4.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.

Table 2 - Debtor mandate flow schemes

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
1.	PT-01.01/02	Mandate can be executed in a paper-based process (PT-01.01) or, by an electronic process (PT-01.02)	In respect of legacy DMF mandates: • compliance with the requirements of PT-01-01 is waived provided that: (a) migration rule 4 has been complied with; and (b) the Creditor has been supplied with, or has access to, the mandate information held by the Debtor Bank. • compliance with the requirements of PT-01-02
2.	PT-01.03	Creditor dematerialises the paper Mandate	In respect of legacy DMF mandates, compliance with PT-01.03 is waived provided that the Creditor: (a) dematerialises the information of the mandate it receives from the Debtor Bank under migration rule 1; and
			(b) sends such information after dematerialisation to the Creditor Bank as part of each transaction based on the Mandate as described in PT-04.03.

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
3.	PT-06.01; PT-06.03; PT -06.04; 5.7 - (j); 5.7 - (2), (4) and (9)	Creditor or Creditor Bank to provide a copy of the Mandate, if requested by the Debtor Bank	In respect of legacy DMF mandates, compliance with the requirement to provide a copy of the Mandate is waived provided that: (a) the applicable legacy scheme rules include a requirement for the Debtor Bank to hold the signed mandate; or (b) the applicable legacy scheme rules include no obligation for a paper-based mandate; and (c) the mandatory data elements have been collected and stored in accordance with migration rule 4.
4.	DS-01	Mandatory data elements in the SDD Mandate.	In respect of DMF legacy mandates, the following rules provide for how the mandatory elements in the SDD Mandate may be addressed if not available as part of the legacy mandate: ***Unique Mandate reference*** - Creditor must provide an individual mandate reference number. ***Name of Debtor*** - Debtor's name is always part of legacy direct debit schemes. ***Address of Debtor*** - Address to be extracted from the underlying contract or requested from the Debtor.
			Account number (IBAN) of the account to be debited - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested by the Debtor.

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
			BIC code of Debtor Bank - Either provided by the Debtor Bank, calculated by or on behalf of the Creditor Bank based on Debtor account information, or requested from the Debtor. ***Identifier of the Creditor*** - Must be applied either by the Creditor or Creditor Bank from the issuing authority of Creditor's country of residence or any other issuing authority within the SEPA member states. ***Name of the Creditor*** - Creditor's name is always part of legacy direct debit schemes. ***Address of the Creditor*** - Creditor's address is always part of legacy direct debit schemes. ***Date of signing*** - Where the actual date of the legacy mandate is not known, the date should be the date on which the legacy mandate is converted to a SEPA Mandate. The instrument of migration (e.g. notification to Debtor, legislation or regulation) should be stored together with the legacy mandate
			Signature(s) of the Debtor - This is the signature of the legacy mandate. If a written signature is not a requirement of the legacy mandate, the signature can be replaced by the instrument of migration (e.g. notification to Debtor, legislation or regulation) stored together with the legacy mandate. ***Transaction type*** - This should be taken from the nature of the legacy mandate. It is assumed that mandates to be migrated from legacy schemes are normally recurrent.

Rule number	Material to which the migration rule applies	Description of requirement	Migration rule
5.	7	Definition of "Mandate"	The term "Mandate" when used in the Rulebook includes DMF legacy mandates created before the date the Creditor completes the process of changing to the Scheme and which comply with these rules.

6 SEPA SCHEME MANAGEMENT

The Scheme Management Entity is EPC AISBL acting in accordance with the EPC Charter.

SEPA Scheme Management comprises two functions. The first function involves managing the development and evolution of the B2B Scheme and the second function involves the administration of the B2B Scheme and the process of ensuring compliance with its rules. The detailed rules that describe the operation of these functions are set out in the Internal Rules of SEPA Scheme Management in Annex IV of the Rulebook.

6.1 Development and Evolution

The development and evolution function of SEPA Scheme Management establishes formal change management procedures for the B2B Scheme. The change management procedures aim to ensure that the B2B Scheme is kept relevant for its users and up-to-date, with structured processes for initiating and implementing changes to the B2B Scheme, the Rulebook and related documentation. An important component of change management is the innovation of ideas for enhancing the quality of the existing B2B Scheme as well for developing new schemes, based always on sound business cases.

The development of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, SEPA service suppliers, end-users as well as other concerned groups.

The development and evolution function shall be performed by the SMB, supported by the Scheme Evolution and Maintenance Working Group ('SEM WG') or by such other working and support group as the SMB may designate. The SMB and the SEM WG shall perform the development and evolution function in accordance with the procedures set out in the Internal Rules.

6.2 Administration and Compliance

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for the B2B Scheme, for addressing cases of claimed non-compliance by Participants with the rules of the B2B Scheme and for addressing situations where Participants are unable to resolve their grievances through local, national dispute resolution methods.

In addition, the Internal Rules provide for an appeals process on decisions taken by the CAC on adherence and complaints matters. The appeals function is delegated by the EPC Charter and the Internal Rules to the Appeals Committee.

The administration and compliance function aims to ensure that the B2B Schemes are administered fairly and transparently at every stage in accordance with the Rulebook and general principles of applicable law.

The administration and compliance function shall be performed by the SMB and the CAC as set out in detail in the Internal Rules.

The roles, rights and powers of the SMB, the CAC and the Appeals Committee are set out in detail in the Internal Rules and in the EPC Charter.

The SMB, the CAC and the Appeals Committee are supported by a common EPC Secretariat in the exercise of their SEPA Scheme Management functions.

The parties to this Rulebook are the EPC and each Participant. The SMB, the CAC and the Appeals Committee are established by the EPC in accordance with the EPC Charter and the Internal Rules as organs of the EPC. In this Rulebook, references to the rights, obligations and entitlements of the SMB, the CAC and the Appeals Committee may be read as references to the rights, obligations and entitlements of the EPC.

The Internal Rules form part of this Rulebook and may only be amended in accordance with the procedures set out in section 3 of the Internal Rules.

The Internal Rules shall be binding on Participants in accordance with section 1.3 and 5.2 of the Rulebook.

7 TERMS DEFINED IN THE RULEBOOK

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	Definition
Additional Optional Services	Complementary features and services based on the B2B Scheme, as described in section *2.4* of the Rulebook.
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Participant.
AOS	*See 'Additional Optional Services'.*
Appeals Committee	EPC committee that performs the appeals function of SEPA Scheme Management as defined in the Internal Rules.
B2B Mandate	A B2B Mandate is a Mandate signed under the rules of the B2B Scheme.
B2B Scheme	SEPA Business-to-Business Direct Debit Scheme
Banking Business Day	*Defined in section 4.3*
BIC	*See 'Business Identifier Code'.*
Business Customer	*Defined in section 2.2*
Business Identifier Code (BIC)	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
Calendar Day	A Calendar Day means any day of the year.
Category purpose of the Collection	*Defined in section 4.8.48*
Clearing	The process of transmitting, reconciling and, in some cases, confirming payment orders prior to Settlement, possibly including the netting of instructions and the establishment of final positions for Settlements.
Compliance and Adherence Committee or "CAC"	EPC committee that performs the compliance functions of SEPA Scheme Management as defined in the Internal Rules.
CSM	A Clearing and Settlement Mechanism. For more info see section 3.1.
Collection	A Collection is the part of a Direct Debit Transaction starting from the Collection initiated by the Creditor until its end through the normal debiting of the Debtor's account or until the completion by a Reject or Return.
Core Scheme	*See 'SEPA Core Direct Debit Scheme'*
Creditor	*Defined in section 3.1.*
Creditor Bank	*Defined in section 3.1.*

	Definition
Creditor Reference Party	*Defined in section 4.8.32*
Customer	Non-bank Creditor or Debtor.
Customer Account	The account held by a Business Customer in the books of a Participant.
Cut-off Time	The Rulebook defines Time Cycles expressed in the time-unit "day". More detailed time limits expressed in "hours-minutes" must be specified by all Participants and CSMs, for operating the B2B Scheme.
D	*Defined in section 4.3.1.*
Debtor	*Defined in section 3.1.*
Debtor Bank	*Defined in section 3.1.*
Debtor Reference Party	*Defined in section 4.8.16*
Direct Debit Collection	*See 'Collection.'*
Direct Debit Service Provider	Direct debit service providers include payment service providers, technical service providers offering technical services for purposes directly linked to the Scheme, the clearing provider and the settlement provider
Direct Debit Transaction	A Direct Debit Transaction is the whole process of the execution of a payment made by the use of direct debit, starting from the Collection initiated by the Creditor up to its finality, being or the normal execution, or the Reject or the Return of the Collection. It is the end–to-end execution of a direct debit payment.
Due Date	*Defined in section 4.3.1*.
EBA	Euro Banking Association.
ECSA	European Credit Sector Association.
EPC	The European Payments Council.
EPC Charter	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
EU	The European Union.
File	An electronic envelope containing a number of transactions that allows the receiver of the File to control its integrity. A File may contain a single transaction, or several single transactions, or batches of transactions.
Funds	In relation to a payment transaction shall mean cash, scriptural money and electronic money as defined in Directive 2000/46/EC.
IBAN	International Bank Account Number (IBAN): uniquely identifies an individual account at a specific financial institution in a particular country (ISO 13616).
Inter-Bank Business Day	*Defined in section 4.3*.

	Definition
Interchange Fee	A fee paid between the Debtor Bank and the Creditor Bank for direct debit transactions.
Intermediary Bank	A bank which is neither that of the Creditor nor that of the Debtor and which participates in the execution of a Collection.
Internal Rules	The Internal Rules of SEPA Scheme Management, as set out in Annex IV of this Rulebook, and as amended from time to time.
Issues or Complaints of scheme-wide Importance	An issue or complaint of scheme-wide importance shall be understood to be a matter that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme.
Loss	*Defined in section 5.7.*
Major Incidents	An incident should be classified as 'major' if it has caused significant business disruption or interrupted the smooth functioning of the Scheme (e.g. major network or scheme operation failure or a major fraud incident involving the loss of sensitive payment data). Moreover, if it has or may have a material impact on the security, integrity or continuity of scheme participant's payment-related processes and/or the security of sensitive payment data or funds it shall also be considered as 'major'. The assessment of materiality should consider the number of potentially affected users, the amount(s) at risk and the impact on other scheme participants or other payment infrastructures, to the extent possible. Further detailed elements for the classification of an incident as 'major' shall be published and kept updated by the EPC on its website in EPC230-16.
Mandate	*Defined in section 4.1*.
Original Amount	Original ordered amount for each Collection, as specified by the Creditor to the Creditor Bank.
Participant	An entity accepted to be part of the Scheme in accordance with section 5.4 of the Rulebook.
Payment Services Directive	Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 (PSD 2) entering into force as of 13 January 2018
Pre-notification	The notification provided by the Creditor to the Debtor of the amount and time schedule prior to the date on which the debits are to be collected. The notice can be provided as a separate piece of information, or via inclusion in a regular statement, bill, or invoice.
Purpose of the Collection	*Defined in section 4.8.47*

	Definition
Reachability	Reachability is the concept that all Customer Accounts in SEPA are accessible for the receipt of direct debits in the Core Scheme.
Refusals	*Defined in section 4.4.*
Regulation on Information accompanying Transfers of Funds	Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006
Rejects	*Defined in section 4.4.*
Remittance Information	Information supplied by the Creditor in the direct debit collection and transmitted to the Debtor in order to facilitate the payment reconciliation.
Request for Cancellation	*Defined in section 4.4.*
Returns	*Defined in section 4.4.*
Reversal	*Defined in section 4.4.*
Revocation	*Defined in section 4.4.*
Risk of scheme-wide Importance	Risks of scheme-wide Importance shall be understood to be those risks for the Scheme that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme.
R-transactions	Direct debit Transactions that result in exception processing are referred to as 'R-transactions'.
Scheme	The SEPA Business-to-Business Direct Debit Scheme.
Scheme Management Board (SMB)	The EPC body that is responsible for performing the functions of management and evolution of the EPC SEPA schemes.
SEPA	SEPA is the area where citizens, companies and other economic actors will be able to make and receive payments in euro, within all the EU Member States, whether between or within national boundaries under the same basic conditions, rights and obligations, regardless of their location. For the geographical scope, see the EPC List of SEPA Scheme Countries (Reference [17]).
SEPA Business-to-Business Direct Debit Scheme	The SEPA Business-to-Business Direct Debit Scheme is the payments scheme for making direct debits across SEPA by Business Customers, both the Debtor and the Creditor, as set out in the SEPA Business-to-Business Direct Debit Scheme Rulebook.
SEPA Business-to-Business Direct Debit Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme.

	Definition
SEPA B2B Direct Debit Scheme	*See 'SEPA Business-to-Business Direct Debit Scheme'*
SEPA Core Direct Debit	A SEPA Core Direct Debit is the payment instrument governed by the rules of the SEPA Core Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
SEPA Core Direct Debit Scheme	The SEPA Core Direct Debit Scheme is the payments scheme for making direct debits across SEPA, as set out in the SEPA Core Direct Debit Scheme Rulebook.
SEPA Core Direct Debit Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme.
SEPA Credit Transfer Scheme	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
SEPA Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme.
SEPA B2B Direct Debit	A SEPA B2B Direct Debit is the payment instrument governed by the rules of the SEPA Business to Business Direct Debit Scheme for making direct debit payments in euro throughout SEPA from bank accounts to other bank accounts.
SEPA Regulation	Regulation (EU) 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (the 'SEPA Regulation')
SEPA Scheme	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an inter-bank level in a competitive environment.
SEPA Scheme Management	SEPA Scheme Management denotes the administration, compliance and development functions in relation to a SEPA Scheme.
Settlement	An act that discharges obligations with respect to the transfer of Funds between Creditor Bank and Debtor Bank.
Settlement Cycle	The time taken to achieve Settlement.
Settlement Date	The date on which obligations with respect to Funds transfer between Debtor Bank and Creditor Bank are discharged.
Supporting Documentation	A legal opinion in the form set out on the website of the EPC, duly executed by the undertaking's internal or external counsel in accordance with the Internal Rules.
TARGET Calendar	*Defined in section 4.3*.

	Definition
Terms and Conditions	The general Terms and Conditions that a Participant has with its Business Customers (and which may contain dispositions about their rights and obligations related to B2B Scheme-debits. These dispositions may also be included in a specific agreement, at the Participant's choice).
Time Cycle	This describes the time constraints of a process in terms of days per key process step.
Transaction Type	*Defined in section 4.8.22.*
Unauthorised Transaction	*Defined in section 3.2*

ANNEX I DRAFT SEPA B2B DIRECT DEBIT ADHERENCE AGREEMENT

This is included as an example only.

The definitive version is to be found on the EPC Website

as part of the Guide to the SDD Schemes Adherence [13]

SEPA Business to Business Direct Debit Scheme Adherence Agreement

To: The European Payments Council (the "**EPC**")

From: [*Insert the Name and the address of the Applicant* [s]:], hereafter **"the Applicant"**

[*As set out in the list annexed to this Adherence Agreement*]*

([each]* an "**Applicant**")

*Please include the text in square brackets if this Adherence Agreement covers more than one entity.

PREAMBLE

(A) The SEPA Business to Business Direct Debit Scheme (the "**Scheme**") is a pan-European Direct Debit Scheme that operates in all SEPA countries, as listed in the SEPA Country List .

(B) The EPC oversees the operation of the Scheme in accordance with the terms and conditions set out in the SEPA Business to Business Direct Debit Scheme Rulebook (the "**Rulebook**").

(C) The Rulebook sets out the rights and obligations of all institutions bound by its terms (the "**Participants**"), and the EPC and binds each Participant to comply with their obligations to the EPC and to all other Participants pursuant to the rules set out therein**.**

(D) The EPC, acting on its behalf and on behalf of all Participants, will notify the Applicant of the date following the Readiness Date on which this Adherence Agreement becomes effective (the "Effective Date") as between the Applicant, the EPC and other Participants.

(E) As of the Effective Date the Applicant shall become a **Participant** and be bound to all the obligations, and entitled to all the benefits, set out in the Rulebook.

IT IS HEREBY AGREED AS FOLLOWS:

1. The Applicant hereby undertakes to all Participants and to the EPC to perform the obligations imposed by and to comply with the provisions of the Rulebook, as modified from time to time, with effect from the Effective Date.
2. The Applicant makes the following representations and warranties:

2.1 The Applicant has the power and authority to enter into and has taken all corporate action to authorise its entry into the Scheme and to perform the obligations and comply with the provisions of the Rulebook.

2.2 The signatories of the Applicant [and the agent signing on behalf of the Applicant] have all necessary corporate authorisations and the power and authority to bind the Applicant to the Rulebook.

2.3 The Applicant shall ensure that it satisfies and will at all times during its participation in the Scheme satisfy the eligibility criteria for participation in the Scheme as set out in the Rulebook. If at any time, the Applicant has reason to believe that it no longer satisfies such criteria, or may be unable to satisfy such criteria, it shall notify the EPC immediately of the circumstances.

2.4 The Applicant is in a position to comply with all of the obligations set out in the Rulebook by the "**Readiness Date**" as stated in the accompanying Schedule.

3. By submitting this completed form of Adherence Agreement the Applicant agrees to be bound by the provisions of the EPC's Scheme Management Internal Rules governing applications for participation in the Scheme, whether or not it becomes a Participant.

4. Any communication, including service of process, to be made with the Applicant under or in connection with the Rulebook shall be made in writing and addressed to the Applicant at the address set out above.

5. The Applicant consents to the publication of its name and basic details of its adherence application on the public website of the EPC.

6. This Agreement is governed by Belgian law.

FOR AND ON BEHALF OF THE APPLICANT

Signed by	Signed by
----------	----------
Name/Position ----------	Name/Position ----------
Date of signature ----------	Date of signature ----------

Where this Adherence Agreement was signed by two signatories on different dates, it shall be considered as being dated the later date.

ANNEX II RISK MANAGEMENT

RISK MITIGATION

This document (EPC310-07) has a restricted distribution and is therefore not included here.

Should Participants wish to provide suppliers with a copy of this Risk Management Annex, they must do this under a non-disclosure agreement. A suggested text is included here, but Participants may use their own document if they prefer.

Example non-disclosure agreement

[To be typed on headed notepaper of the Bank disclosing information]

[Insert name and address of person receiving information] [Insert date]

Dear Sirs,

SEPA DIRECT DEBIT SCHEME - RISK MANAGEMENT ANNEX

This letter, which is to be understood as a legally binding agreement (hereinafter referred to as "Agreement") is to agree the basis upon which we will supply and/or have supplied to you Confidential Information in relation to the SEPA Direct Debit Scheme. In consideration of us supplying you with certain Confidential Information necessary for you to perform your functions under the commercial arrangements between us, you agree as follows:

1. **KEEPING CONFIDENTIAL INFORMATION CONFIDENTIAL**

You shall keep the Confidential Information confidential and, in particular, you shall:

a) keep all documents and other material containing, reflecting, or which are generated from the Confidential Information separate from all other documents and materials and at your usual place of business in [insert name of country];
b) exercise in relation to the Confidential Information no lesser security measures and degree of care than those which you apply to your own confidential information (and which you warrant as providing adequate protection against any unauthorised disclosure, copying or use).

2. **DEFINITIONS**

In this Agreement:

2.1 "Confidential Information" means any information contained within the Risk Management Annex to the SEPA Core Direct Debit Scheme Rulebook disclosed (whether before or after the date of this Agreement and whether in writing, orally or by any other means and whether directly or indirectly) by us or by another person on our behalf to you or to another person on your behalf.

2.2 Shall not be considered as “Confidential Information” information which:

2.2.1 is already known to you, unless this information too was provided subject to a non-disclosure undertaking; and/or

2.2.2 has been gathered by you independently of us; and/or

2.2.3 has lawfully been obtained by you from a third party, without any duty of secrecy; and/or

2.2.4 has already been released into the public domain by the person lawfully entitled.

3. **DISCLOSURE OF CONFIDENTIAL INFORMATION**

3.1 You shall not disclose the Confidential Information to another person except that you may disclose the Confidential Information:

a) to your employees [professional advisors, authorised representatives or sub-contractors] to the extent that it is essential to enable you to perform your functions (need to know basis).
b) if disclosure is required by law, by a court of competent jurisdiction or by another appropriate regulatory body provided that you shall use all reasonable efforts to give us not less than [two business days'] notice in writing of that disclosure.

3.2 You shall use all reasonable efforts to prevent the disclosure of the Confidential Information except as mentioned in paragraph 3.1.

3.3 You shall ensure that each person to whom Confidential Information is disclosed pursuant to paragraph 3.1(a) complies with the terms of this Agreement as if that person was a party to this Agreement.

4. **ENTRY INTO FORCE AND DURATION**

4.1 This Agreement shall enter into force upon signature by both parties to this Agreement.

4.2 All the undertakings fixed in this Agreement shall be of indefinite duration.

4.3 The provisions of this Agreement shall remain in force even after the termination of the commercial arrangements/agreements between the parties to this Agreement.

4.4 You shall, within [7 (seven) business days] of a written request from us, and in any event upon termination of our commercial arrangements/agreement, return to us all documents and other material in the possession, custody or control of you or any of the persons falling within the exception mentioned in paragraph 3.1 (a) that contain any part of the Confidential Information and shall ensure that both you and such persons erase all Confidential Information held in electronic form on any computer, electronic file storage system or other electronic device (other than copies of computer records and/or files containing any Confidential Information which have been created pursuant to automatic archiving or back-up procedures).

5. **FURTHER AGREEMENTS**

5.1 We accept no responsibility for and make no representation or warranty, express or implied with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information. We are not liable to you or another person in respect of the Confidential Information or its use.

5.2 The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

6. **GOVERNING LAW**

6.1 This Agreement is governed by [insert choice of law].

6.2 Disputes resulting from or in connection with the Agreement shall be referred to the competent court in [insert competent court].

6.3 Please indicate your full acceptance of this Agreement by signing and returning the enclosed copy of this Agreement to us.

Yours faithfully

_____
for and on behalf of
[ ]

Agreed and accepted by

_____
for and on behalf of
[ ]
Dated [ ]

ANNEX III RULEBOOK AMENDMENTS AND CHANGES SINCE B2B SDD RULEBOOK VERSION 7.3

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE RULEBOOK FOR INFORMATION PURPOSES ONLY

List of changes in SDD B2B Rulebook 2017 version 1.1 compared to v7.3 and 2017 version 1.0

Key:

Column one contains the Rulebook reference

Column two contains a description of the amendments

Column three contains the type of amendment, as classified below:

TYPO: typing and layout errors

CLAR: clarification of the text

CHAN: change of the Rulebook content

Changes between SDD B2B Rulebook 2017 version 1.0 and SDD B2B Rulebook version 7.3

Note: for further background details on the changes below, please consult the document 'EPC168-16 Change Proposal Submission Document following the 2016 public consultation on SDD B2B change requests' made available on the EPC Website.

Reference	Description	Type
0.1	Add the reference [2] referring to the PSD 1	CHAN
0.1	Add the reference [22] for the document EPC 173-14	CHAN
0.5.1	• the mandatory guidelines regarding the inter-bank Collection messages (SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines) and • the guidelines regarding the Customer-to-Bank Collection messages (SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines) which each participant is obliged to support at the request of the Creditor. The SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines (reference [9]) and the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines (reference [12]) which set out the rules for implementing the direct debit ISO 20022 XML standards, constitute binding supplements to the Rulebook.	CHAN
1.7	A new third paragraph added	CHAN
2.1	**Change of the sentence:** The Scheme is applicable in the countries listed in the EPC List of SEPA Scheme Countries	CHAN
2.2	References to PSD articles 51(1) and 62(1) changed into articles 61(1) and 76(1).	CHAN
4	**Removal of the second paragraph:** It is recognised that actors will also be required to establish complementary operational rules and data requirements in relation to the roles they perform and these will be defined separately by those actors.	CHAN
4.2	Reference to PSD article 78 changed into article 93. Reference to PSD article 64 changed into article 78.	CHAN
4.4	Second bullet point: reference to PSD article 78 changed into article 93. Fourth paragraph: reference to PSD article 66 changed into article 80. Refunds paragraph: References to PSD article 51 and 62 into articles 61 and 76	CHAN

Reference	Description	Type
4.6.2 PT-02.02	Change in bullet point: The Creditor Identifier has changed due to the merger, acquisition, spin-off or organisational changes	CHAN
4.7.2	Change for AT-09: ~~(optional)~~ (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)	CLAR
4.7.4	DS-03: following sentence added in the description: The Creditor Bank is obliged to accept Customer-to-Bank Collection messages at the request of the Creditor which are based on the direct debit ISO 20022 XML initiation message standards in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines as defined in Chapter 0.5.	CHAN
4.7.4	Change for AT-09: ~~(optional)~~ (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)	CLAR
4.7.5	Addition for AT-09: (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)	CLAR
4.8.10	Addition for AT-09: (only mandatory when the Creditor Bank or the Debtor Bank is located in a non-EEA SEPA country or territory)	CLAR
4.8.13	Sentence added: for DS-03 (customer-to-bank collection), this attribute is only mandatory when the Creditor Bank is located in a non-EEA SEPA country or territory. This attribute remains mandatory in DS-04 (interbank collection).	CHAN
4.8.14	Sentence added: for DS-03 (customer-to-bank collection), this attribute is only mandatory when the Debtor Bank is located in a non-EEA SEPA country or territory. This attribute remains mandatory in DS-04 (interbank collection).	CHAN
4.8.51	Addition of two extra reasons under "Return": • Operation code/transaction code/sequence type incorrect, invalid File format • Bank identifier incorrect (i.e. invalid BIC)	CHAN
4.8.51	Addition of reason "Debtor deceased" under Reject and Return	CHAN
4.8.51	Additional sentence at the end: The document 'EPC Guidance on Reason Codes for SEPA Direct Debit R-transactions' (document reference [22]) prescribes which ISO code should be used for each of the above-mentioned reasons under a Reject and a Return.	CHAN
5.1	Third bullet point: Participants need to ensure that the Regulation on Information accompanying Transfers of Funds and the provisions of Title III and Title IV of the Payment Services Directive	CHAN
5.1	Extra text added in the third bullet point related to PSD2 and non-EEA SEPA countries	CLAR
5.2	Changes made: • the SEPA Business-to-Business Direct Debit Inter-bank Implementation Guidelines • the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines	CHAN
5.4	First bullet point split into two separate bullet points	CHAN
5.4	The wording of the new second bullet point changed starting with: "be active in the business of providing….."	CHAN
5.4	The list of legislations updated for "Applicants which fall within one of the following categories…"	CHAN
5.4	Third paragraph: reference to PSD article 10 changed into article 11	CHAN

Reference	Description	Type
5.7	Rewording in the following bullet point: perform all operational tasks allocated to Creditor Banks under the Rulebook and comply with the standards set out in the SEPA Business-to-Business Direct Debit Scheme Inter-bank Implementation Guidelines and in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines	CHAN
5.7	Rewording in the following bullet point: effect exception processing in accordance with the Rulebook,..	CHAN
5.7	Extra text added for following bullet points: • enter into an agreement governing the provision and use of services relating to the B2B Scheme only after applying the principles of Know Your Customer • ensure that such agreement is consistent with the Rulebook and that such agreement is complete, unambiguous and enforceable	CHAN
5.7	New obligation bullet point: accept Customer-to-Bank Collection messages at the request of the Creditor that comply with the standards set out in the SEPA Business-to-Business Direct Debit Scheme Customer-to-Bank Implementation Guidelines	CHAN
5.7	Six new obligation bullet points added at the end of the long list of bullet points	CHAN
5.8	Fourth bullet point: References to PSD article 51 and 62 into articles 61 and 76	CHAN
5.8	Extra text added for following bullet points: • enter into an agreement governing the provision and use of services relating to the B2B Scheme only after applying the principles of Know Your Customer • ensure that such agreement is consistent with the Rulebook and that such agreement is complete, unambiguous and enforceable	CHAN
5.8	Six new obligation bullet points added at the end of the long list of bullet points	CHAN
5.15	Extra text added in the third paragraph related to PSD2 and non-EEA SEPA countries	CLAR
7	Add the definition of the direct debit service provider	CHAN
7	Wording change for “Payment Services Directive”	CHAN
7	Add definition for “Regulation on Information accompanying Transfers of Funds”	CHAN
7	Add the definition for Issues or Complaints of scheme-wide Importance, Major Incidents, Risk of scheme-wide Importance	CHAN
Annex VI	1 Context – 4th paragraph: (…) when a Debtor disputes a Collection and asks the Debtor Bank for reimbursement of Collections according to articles 71, 72, 73 and 89 of the Payment Services Directive.	CHAN
Annex VI	3 Proposed procedure– step 1: References to PSD article 60 and 75 into articles 73 and 89	CHAN
Annex VI	Section 2.1 : References to PSD article 75 into article 89	CHAN
Annex VII	Clarifications added that the BIC code of the Debtor Bank is only mandatory when the Debtor Bank is located in a non-EEA SEPA country in PT-07.01, PT-07.03, PT-07.04, PT-08.01, PT-08.03, PT-08.04,PT-09.01, PT-09.03, PT-09.04, 4.7.12 and 4.7.13	CHAN
Annex VII 4.1.1	Wording change in the 9th paragraph: (…) The term ‘means’ is used here in line with the term ‘Payment Instrument’ used in the Payment Services Directive . (…)	CHAN

Reference	Description	Type
Annex VII 5.9.1	Wording change in the 9th paragraph: (c) In respect of any unauthorised payment transaction to which Article 74 of the Payment Services Directive applies,	CHAN
Annex IX AMI	Removal of the Annex on Advance Mandate Information (AMI) and all references to AMI in the Rulebook	CHAN
Various	Timeline for the Debtor Bank to return a SDD B2B collection is extended from two to three Banking Business Days. Changes in this respect have been made in section 4.3.2, 4.3.4, process steps PT-04.02bis, PT-04.09 and PT-04.10 in 4.6.4, Annex V and Annex VI	CHAN

Changes between SDD B2B Rulebook 2017 version 1.1 and SDD B2B Rulebook 2017 version 1.0

Reference	Description	Type
5.7	18th bullet point: ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them	CHAN
5.8	12th bullet point: ensure the ongoing compliance of its own rules, procedures and agreements with the laws, regulations and generic supervisory requirements applicable to them	CHAN
Whole Rulebook	Editorial change by changing the term 'Risk Mitigation' into 'Risk Management' in sections 1.6.3, 5.4, 5.7, 5.8 and Annex II	TYPO
Scheme Manag. Internal Rules	Section 3.4.4 Evaluation of Complaint – 4th paragraph – 1st sentence: In the event of a complaint as to a scheme participants' compliance of their own rules, procedures and agreements with applicable legislation, regulations or generic supervisory requirements a complainant PSP should refer such matter to the relevant competent authority.	CHAN

ANNEX IV SEPA SCHEME MANAGEMENT INTERNAL RULES

EPC207-14
Version 4.1
Date issued: 18 October 2017
Date effective: 19 November 2017

[**X**] Public – [] Internal Use – [ ] Confidential – [ ] Strictest Confidence

Distribution: N/A

SEPA SCHEME MANAGEMENT INTERNAL RULES

(Approved by the Scheme Management Board)

Abstract	This document contains descriptions of the internal organisation, structure, rules, and processes that make up Scheme Management of the SEPA Credit Transfer and Direct Debit Schemes. Such processes cover Scheme maintenance, administration and compliance, and change management, including structured dialogue with stakeholders
Reason for Issue	To replace the existing SEPA Scheme Management Internal Rules (EPC207-14 v4.0) to include one regulatory change decided upon by the September 2017 Scheme Management Board meeting.

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TABLE OF CONTENTS

SEPA SCHEME MANAGEMENT **1**

INTERNAL RULES **1**

TABLE OF CONTENTS **2**

0 DOCUMENT INFORMATION **4**

0.1 REFERENCES 4
0.2 PURPOSE OF DOCUMENT 4

1 INTRODUCTION **5**

1.1 THE EUROPEAN PAYMENTS COUNCIL ("EPC") 5
1.2 SEPA AND THE SEPA SCHEMES 6
1.3 SEPA SCHEME MANAGEMENT 7
1.4 FEES 8

2 SCHEME MANAGEMENT ROLES AND RESPONSIBILITIES **9**

2.1 ROLE OF THE SCHEME MANAGEMENT BOARD 9
2.2 ROLE OF THE SCHEME PARTICIPANTS ASSEMBLY 9

3 SCHEME MANAGEMENT BOARD **10**

3.1.1 Composition of the SMB *10*
3.1.2 Duration of Appointment *10*
3.1.3 Termination of Appointment by decision of the EPC Board *10*
3.1.4 Criteria for Membership (Scheme Participant representative member) *11*
3.1.5 Criteria for Membership (Independent Member) *11*
3.1.6 Criteria for Membership (Chair) *12*
3.1.7 Duties of SMB Members *12*
3.1.8 EPC Board Role in Policy of SMB *12*
3.1.9 Meetings of the SMB *13*
3.1.10 Quorum *13*
3.1.11 Voting *13*
3.1.12 Nominating Process *14*
3.1.13 Role of the Secretariat *14*
3.1.14 Information Service *14*
3.1.15 Additional Optional Services ("AOS") *14*
3.1.16 Expenses *15*
3.1.17 Record Keeping *15*
3.2 DEFINITION OF ADMINISTRATION AND COMPLIANCE ROLES 15
3.2.1 Role of the Compliance and Adherence Committee *15*
3.2.2 Role of the Appeals Committee *17*
3.2.3 Rules for Adherence *18*
3.2.3.1 Rules for Adherence by an Entity in a Group/Decentralised Structure *18*
3.2.3.2 Rules for Signing the Adherence Agreement *18*
3.2.3.3 National Adherence Support Organisation ("NASO") *19*
3.2.3.4 Becoming a Scheme Participant *19*
3.2.3.5 Register of Scheme Participants *20*
3.2.3.6 Unsuccessful Applications *20*
3.2.3.7 Appeals *21*
3.3 CONCILIATION UNDERTAKEN BY THE CAC 21
3.3.1 CAC Role in Conciliation *21*
3.3.2 Application for Conciliation *22*
3.3.3 Conciliation Proceedings *22*
3.3.4 Conciliation Involving the EPC *22*
3.3.5 Report of Conciliators *22*
3.3.6 Costs *23*
3.3.7 Further Steps - Arbitration v Litigation *23*

3.4 COMPLAINTS SUBMITTED TO THE CAC 24
3.4.1 Role of CAC in Complaints 24
3.4.2 Key Principles 24
3.4.3 Investigation of Complaints 25
3.4.4 Evaluation of Complaint 25
3.4.5 Sanctions 26
3.4.6 Emergency Injunction Procedure 29
3.4.7 Appeals Arising from Complaints 29
3.4.8 Timing of Sanctions 29
3.4.9 Eligibility, Merger and Acquisition of a Scheme Participant 30
3.4.10 Costs 30
3.5 APPEALS 31
3.5.1 Introduction to the Appeals Process 31
3.5.2 Key Principles 31
3.5.3 Submission of Appeals Notice 32
3.5.4 Meeting 32
3.5.5 Costs 33
3.5.6 Further Steps 33

4 MAINTENANCE AND EVOLUTION 34

4.1 CHANGE MANAGEMENT PROCESS 34
4.1.1 Change Management - Guiding Principles 34
4.1.2 Change Management - Terminology 34
4.1.3 Role of SMB and Scheme Evolution and Maintenance Working Group 35
4.1.4 Submission of Change Requests to the Secretariat 35
4.1.5 Acknowledgement of Receipt of a Change Request 36
4.1.6 Consideration of a Change Request 36
4.1.7 Publication of Change Requests 37
4.2 PROCESS FOR MAJOR RULEBOOK CHANGES 37
4.2.1 Preparation of SEMWG Recommendation 37
4.2.2 Dialogue with the Initiator 38
4.2.3 Public Consultation on Change Request 38
4.2.4 Process following Public Consultation 38
4.2.5 SMB Deliberations on the SEMWG Change Proposal Submission Document and on the Positions from the EPC Stakeholder Fora 39
4.2.6 Publication 39
4.2.7 Change Release Process Cycle 39
4.2.8 Exceptional Change 40
4.2.9 Change for Regulatory Reasons 40
4.3 PROCESS FOR MINOR RULEBOOK CHANGES 40
4.4 EPC STAKEHOLDER FORA 41

5 APPENDIX 1 – IMPACT ANALYSIS 43

5.1.1 Impact Analysis ("IA") - Introduction 43
5.1.2 IA - Analytical Parameters 43
5.1.3 IA - Results 43

6 APPENDIX 2 - CONFLICTS OF INTEREST 44

6.1 RULES FOR MANAGING CONFLICTS OF INTEREST 44
6.1.1 General Principles 44
6.1.2 Record Keeping 44
6.1.3 Field of Application 44

7 APPENDIX 3 - SCHEME MANAGEMENT COST ALLOCATION 45

7.1 SCHEME PARTICIPATION FEE 45
7.2 MAIN COST TYPES IN A DISPUTE RESOLUTION PROCEDURE 45
7.3 RATIONALE FOR DISPUTE RESOLUTION COST RECOVERY MECHANISM 45
7.4 LEVEL OF THE NON-REFUNDABLE ADMINISTRATIVE FEE FOR DISPUTE RESOLUTION 46

8 TERMS DEFINED IN THE INTERNAL RULES 47

0 Document Information

0.1 References

This section lists documents referred to in this document. The convention used throughout is to provide the reference number only, in square brackets.

	Document Number	Title	Issued by:
[1]	PRES-EPC109-04-V2.1	Realisation of the Single Euro Payments Area – Roadmap 2004 – 2010	EPC
[2]	EPC125-05	SEPA Credit Transfer Scheme Rulebook	EPC
[3]	EPC016-06	SEPA Core Direct Debit Scheme Rulebook	EPC
[4]	EPC222-07	SEPA Business to Business Direct Debit Scheme Rulebook	EPC

0.2 Purpose of Document

This document sets out the internal rules ("**Internal Rules**") that govern SEPA Scheme Management. This document covers the following topics:

1. Rules for the administration and compliance functions of SEPA Scheme Management.
2. Rules for the maintenance, development and evolution function of SEPA Scheme Management.

1 Introduction

1.1 The European Payments Council ("EPC")

EPC Objectives and Roles

The purpose of the EPC, as one representative of the European Payment Service Providers' sector, is to support and promote European payments integration and development, notably the Single Euro Payments Area ("SEPA").

The mission of the EPC is to contribute to safe, reliable, efficient, economically balanced and sustainable, convenient payments supporting an integrated European economy, its end-user needs as well as its competitiveness and innovation goals:

- through the development and management of pan-European payment schemes and the formulation of positions and proposals on European payment issues;
- in constant dialogue with other Stakeholders and regulators at European level; and
- taking a strategic and holistic perspective.

The EPC offers one focal point and voice for the Payment Service Providers' sector on all European payment issues, driven by a single vision.

The EPC shall, among other things, be responsible for the performance of functions relating to Scheme Management, as set out in these Scheme Management Internal Rules. The EPC is the owner and manager of various payment Schemes.

The EPC is not a market infrastructure. The international non-profit association (in French: "association internationale sans but lucratif" / in Dutch: "internationale vereniging zonder winstoogmerk") named "Conseil Européen des Paiements" in French, abbreviated "CEP" and "European Payments Council" in English, abbreviated "EPC" (hereafter: "EPC") is governed by the provisions of Title III of the law of 27 June 1921 of the Kingdom of Belgium on non-profit associations, international non-profit associations and foundations.

Organisation of the EPC

This section sets out an overview of the organisational structure of the EPC, as described in detail in the EPC Charter.

The EPC Board has the powers necessary to accomplish the purpose of the EPC, except for the powers that are specifically granted to other bodies of the EPC by law or the Charter.

The EPC Board is supported by the following bodies in the exercise of its functions:

- the EPC Secretariat (the "**Secretariat**") performs administrative and secretarial functions in relation to the management of the SEPA Schemes as well as providing technical and co-ordination support to the working and support groups and to the Scheme Management Governance Bodies as required. The Secretariat is further responsible for managing an information service on SEPA Schemes.
- The Scheme Management Board ("**SMB**") is responsible, under the delegated authority granted by the EPC Board, for performing the functions of management and evolution of the SEPA Schemes.

- The Scheme Participants Assembly is composed of all Scheme Participants or their representatives, gathering via electronic means. It receives regular information from the Scheme Management Board about its activity. The Scheme Participants Assembly endorses the nomination of candidates for the Scheme Participant seats on the Scheme Management Board.
- The administration and compliance functions of Scheme Management are the responsibility of the Compliance and Adherence Committee ("**CAC**").
- These Internal Rules set out the appeals process against decisions of the Compliance and Adherence Committee. The Scheme Management appeals function is entrusted to the Appeals Committee.
- The Scheme Management Board, the Compliance and Adherence Committee and the Appeals Committee are the Scheme Management Governance Bodies of the EPC. These Scheme Management Governance Bodies are bodies with decision-making power. This power may only be exercised in relation to the specific functions of Scheme Management for which such body is responsible pursuant to these Internal Rules.
- The Nominating and Governance Committee ("**NGC**") is charged with making recommendations to the EPC General Assembly, the EPC Board and the SMB on potential candidates for positions in the various EPC bodies in accordance with the EPC Charter.
- The Certification Authority Supervisory Board ("CASB") is responsible for governing the "EPC Approved Certification Authorities" ("CAs") in support of the e-Mandates optional feature for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market. The CASB has been established in September 2010.

By derogation of the stipulations of the present Internal Rules, the initial composition of the aforementioned bodies will be decided upon by the EPC Plenary in December 2014.

1.2 SEPA and the SEPA Schemes

SEPA

The Single Euro Payments Area (SEPA) is the area where citizens, companies and other economic participants can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. The aim of SEPA therefore is to create a single market for making payments, where cross border payments can be made on the same terms and conditions as national payments. SEPA is driven by the European Commission and the European Central Bank, amongst others, as a key component of the Internal Market. SEPA will create the conditions for enhanced competition in the provision of payment services. It will also generate, through harmonisation, more efficient payment systems and deliver tangible benefits for the economy and society as a whole. The common currency will be systemically strengthened by a harmonised set of euro payment instruments.

For the purposes of these Internal Rules, SEPA shall be deemed to encompass the countries and territories which are part of the jurisdictional scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time.

SEPA Schemes

An important step in the creation of SEPA is the development and implementation of SEPA Schemes for making credit transfer and direct debit payments (the "**Schemes**") throughout SEPA.

To this effect, the EPC has produced the SEPA Credit Transfer Scheme Rulebook, the SEPA Instant Credit Transfer Scheme Rulebook, the SEPA Core Direct Debit Scheme Rulebook and the SEPA Business to Business Direct Debit Scheme Rulebook (the "**Rulebooks**") which set out binding rules and technical standards governing each of the Schemes. The Rulebooks only have legal effect between participants in the Schemes ("Scheme **Participants**") and the EPC.

The SEPA Schemes are open to eligible payment service providers (PSPs) regardless of their status as "banks", "payment institutions", "electronic money institutions" or other eligible Scheme Participants.

The EPC is responsible for the implementation and operation of Scheme Management.

These Internal Rules set out the rules in accordance with which the Schemes are administered and enforced by the EPC, as well as detailing procedures for the evolution of existing Schemes.

1.3 SEPA Scheme Management

Introduction

SEPA Scheme Management comprises two functions. The first function involves the administration of the Schemes and the process of ensuring compliance with their rules, as set out in each of the respective Rulebooks, and the second function involves managing the maintenance and evolution of the Schemes entrusted by the EPC to the Scheme Management Board.

Administration and Compliance

The administration and compliance function of SEPA Scheme Management establishes rules and procedures for administering the adherence process for each of the Schemes, for addressing cases of claimed non-compliance by Scheme Participants with the rules of the Schemes and for addressing situations where Scheme Participants are unable to resolve their grievances through local or national dispute resolution methods.

The administration and compliance processes aim to ensure that the Schemes are administered fairly and transparently at every stage in accordance with the Rulebooks and general principles of applicable law.

The administration and compliance function shall be performed under the responsibility of the SMB, with some input from the EPC Board on matters relating principally to the policy of the Schemes. The SMB shall have wide decision-making power in respect of each of its functions however; it shall be accountable to the EPC Board. The CAC shall perform the administration and compliance function in accordance with the procedures set out in these Internal Rules.

Maintenance and Evolution

The maintenance and evolution function of SEPA Scheme Management establishes formal change management procedures for the Schemes. The change management procedures aim to ensure that the Schemes are kept relevant for their users and up-to-date, with structured processes for initiating and implementing changes to the Schemes, the Rulebooks and related documentation. An important component of change management is the inclusion of innovative ideas for enhancing the quality of existing Schemes.

The establishment of change proposals is to be carried out through clear, transparent and structured channels, which take into account the views of Scheme Participants, suppliers and end-users as well as other interested groups. That is to say, the maintenance and evolution function provides a structured and transparent means through which Scheme Participants, users and suppliers can participate in a dialogue with the EPC, so that proposals for change are openly considered by all relevant parties.

The maintenance and evolution function shall be performed by the SMB, supported by the Scheme Evolution and Maintenance Working Group ("**SEMWG**"), in accordance with the procedures set out in these Internal Rules.

1.4 Fees

The EPC reserves the right to recover costs. The policy of the EPC with regard to fees related to the management of the Schemes will be decided from time to time by the EPC Board, upon recommendation of the SMB, as set out in more detail in Appendix 3 to the present Internal Rules.

2 Scheme ManagEment Roles and responsibilities

2.1 Role of the Scheme Management Board

The SMB shall be responsible for performing the following functions of SEPA Scheme Management:

- Management of the maintenance and the evolution of the EPC Schemes (supported by the SEMWG and other relevant EPC bodies)
- Interaction with the Scheme end-users and relevant stakeholders (Scheme End-User Forum)
- Interaction with Clearing and Settlement Mechanisms and other technical providers (Scheme Technical Forum)

(together, the “Scheme Management Functions”)

- Adherence
- Conciliation
- Complaints

(together, the "**Compliance Functions**", delegated by the EPC Charter and these Internal Rules to the Compliance and Adherence Committee)

- Appeals

(the "**Appeals Function**", delegated by the EPC Charter and these Internal Rules to the Appeals Committee)

The SMB will furthermore oversee the activities of the CASB (the Certification Authority Supervisory Board) which is responsible for governing the “EPC Approved Certification Authorities” in support of the e-Mandates optional feature for SEPA Direct Debit. EPC will allow any established CA which has been approved by the EPC following the dedicated approval process for e-Mandate Service CAs (as specified in document EPC292-09) to provide certificates to the market.

2.2 Role of the Scheme Participants Assembly

The Scheme Participants Assembly is composed of all EPC Scheme Participants (who can be represented) gathering via electronic means. The body is responsible for endorsing nominations of Scheme Participant representatives on the SMB approved by the EPC Board, and receives regular information from the SMB.

By derogation of the above paragraph, the initial composition of the SMB will be decided upon by the EPC Plenary in December 2014, without the endorsement of the Scheme Participants Assembly.

3 Scheme Management Board

3.1.1 Composition of the SMB

The SMB shall be composed of maximum 25 members, one of which shall be the Chair of the SMB. The SMB shall be required to have 3 Independent Members.

Up to 20 SMB members shall be representatives of Scheme Participants (nominated by an individual National Community of Scheme Participants or a "coalition" of National Communities of Scheme Participants), subject to reaching individually or on a consolidated basis 5% of the following composition criterion: the total volume of credit transfers and direct debits of all national communities included with the geographical scope of the Schemes (sources: ECB "Blue Book" for EU countries and national central banks for non-EU countries). At least 1 common seat shall be reserved for Payment Institutions and Electronic Money Institutions (even if they fail to reach the 5% threshold). A cap of 3 seats per National Community from the euro area and 1 seat per National Community from outside the euro area shall apply. National Communities of Scheme Participants or "coalitions" thereof may nominate one (and only one) alternate to the SMB member representing their National Community or Communities. An alternate to the SMB member representing a "coalition" of National Communities shall come from a different National Community of that coalition than the SMB member representing the coalition. Alternates shall be nominated in accordance with the principles set out in section 3.1.12 of these Internal Rules. An alternate may only attend an SMB meeting when the relevant SMB member is unable to attend such meeting.

The SMB Chair shall be an Independent Member. The SMB Chair shall be appointed by the EPC Board in accordance with the Nominating Process set out in section 3.1.6 of these Internal Rules.

3.1.2 Duration of Appointment

Each member shall hold office for a term of 2 years, with the possibility of re-election.

Each member who does not act as the Chair, may resign from the SMB by giving notice in writing to the SMB Chair and the EPC Chair, with copy to the EPC Director General via similar means, not less than 30 Calendar Days' prior to leaving the SMB.

The SMB Chair may only resign from the SMB by giving notice in writing to the EPC Chair, with copy to the EPC Director General, not less than 60 Calendar Days' prior to leaving the SMB.

3.1.3 Termination of Appointment by decision of the EPC Board

The EPC Board may decide to remove from office either an individual SMB member, a group of such members or the SMB as a whole.

This power may only be exercised if the EPC Board, after due and proper consideration, reasonably believes that either an individual SMB member, a group of such members or the SMB as a whole is performing the functions of the SMB in a manner evidencing serious misconduct, a dereliction of duty, bad faith, or gross negligence. The EPC Board may further exercise this power where, after due and proper consideration, the EPC Board reasonably believes that a member of the SMB does not have the capacity to perform the function of an SMB member.

Any SMB member removed from the SMB by decision of the EPC Board shall cease to be a member of the SMB with either immediate effect or on such a date as the EPC Board may specify taking into account the outstanding obligations of the SMB member to the SMB and to Scheme Management.

A member of the SMB removed in this manner shall be notified in writing of his or her removal from the office of SMB member.

If the mandate of a SMB member ceases before its term, for whatever reason, the EPC Board may appoint a new member for the remainder of the term, provided that the candidate member fulfils the criteria for the composition of the SMB of the replaced member.

3.1.4 Criteria for Membership (Scheme Participant representative member)

A member of the SMB shall be chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective member of the SMB must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and a proven track record at a senior level in the payments services sector. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings.

Subject to the foregoing, the SMB shall aim to represent as far as reasonably practicable the composition of Scheme Participants, ensuring at all times that this composition fairly represents a balance of the country, size, and industry sectors of Scheme Participants and includes an appropriate representation of members from SEPA countries where the euro is the official currency.

A member of the SMB may not also act as a member of the EPC Board. If an EPC Board member wishes to be considered for the position of SMB member, he or she is obliged to cease acting as an EPC Board member before assuming the role of an SMB member.

The provisions of this section 3.1.4 shall equally apply to alternates to Scheme Participant representative members.

3.1.5 Criteria for Membership (Independent Member)

An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is not otherwise affiliated with a Scheme Participant or its PSP communities, service providers or a payment services user group or user association. It is to be understood that an Independent Member cannot be allowed to work as a consultant/ contractor for a Scheme Participant or its PSP communities, service providers or a payment services user group or user association, during the course of his or her Independent Membership. A prospective Independent Member must possess appropriate academic and vocational qualifications for the position together with relevant work experience and a proven track record in a profession. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings. It is envisaged that an Independent Member shall provide expertise to the SMB as well as adding breadth to the knowledge base of the SMB membership.

After NGC consultation, the EPC Board shall have complete discretion in appointing an Independent Member in accordance with this section 3.1.5.

3.1.6 Criteria for Membership (Chair)

The SMB Chair shall be an Independent Member chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective SMB Chair must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and expertise. In addition, the SMB Chair shall be fluent in English, with – in particular – the capability to understand complex documents and the ability to preside meetings in English.

The SMB Chair shall be required to demonstrate a proven track record of leadership in his or her professional field together with relevant management experience.

After NGC consultation, the EPC Board shall have complete discretion in choosing a Chair in accordance with these criteria.

3.1.7 Duties of SMB Members

All SMB Members shall be required to act in accordance with the following general principles:

- each SMB member shall act in accordance with the provisions of these Internal Rules at all times for the duration of his or her term in office;
- each SMB member shall owe a duty to act in the best interests of the Schemes with a view to ensuring that the Schemes are administered efficiently, fairly and professionally;
- each SMB member shall observe the highest standards of integrity, fairness and professionalism at all times;
- as and when arising, each SMB member is obliged to disclose and manage any conflict of interest, as set out in further detail in Appendix 2;
- each SMB member agrees to act impartially in fulfilling the obligations of the SMB, notwithstanding his or her membership of a particular PSP community, industry sector or position of employment. As part of this duty, an SMB member must be mindful of and refuse any inducements, rewards, or other gifts offered to him or her in the performance of his or her duties, ensuring at all times that he or she acts and is seen to act in accordance with the highest standards of independence and impartiality. SMB members meeting the SMB composition criterion of 5% on a consolidated basis shall ensure that the relevant communities are kept up to date on any non-confidential SMB work items;
- each SMB member shall endeavour as far as reasonably practicable to carry out his or her duties in the SMB with reasonable skill, care and diligence; and
- each SMB member shall abide by the EPC Code of Conduct (EPC212-14).

The provisions of this section 3.1.7 shall equally apply to alternates to Scheme Participant representative members.

3.1.8 EPC Board Role in Policy of SMB

The EPC Board may discuss matters of SMB policy to ensure that the SMB is acting within its scope and performing its role in a proper manner. The EPC Board may request the SMB to revisit a decision which, in the view of the EPC Board, exceeds the SMB mandate as provided for in the EPC Charter and the present Internal Rules or might jeopardise the reputation, the integrity, the proper functioning or the continuity of any of the Schemes. The EPC Board, in its sole discretion, may annul or amend the disputed decision, in the event that the SMB fails to properly justify or modify its decision.

The EPC Board shall be able to raise issues arising from the work of the SMB in order to discuss policy issues arising in respect of the Rulebooks.

The SMB shall report to the EPC Board and in particular raise issues relating to the substance or of the operation of the Schemes.

3.1.9 Meetings of the SMB

The SMB shall meet on a regular basis and not less than 2 times every year. The SMB may convene more regularly if it is appropriate to do so in the exercise of its duties.

Meetings of the SMB will be held physically or by telephone, video or web conference if deemed necessary by the SMB Chair.

The SMB members shall receive from the Secretariat written notice of the date, time and place of a meeting no less than two (2) weeks before the date of the meeting. The agenda of a meeting and the material documents necessary for the discussion will be sent no less than two (2) weeks before the date of the meeting.

Members of the SMB are required to make every reasonable effort to attend a meeting convened in accordance with this section. Where a member is unable to attend, he or she must give reasonable notice to this effect to the Chair.

An SMB member who is unable to attend an SMB meeting may appoint a proxy from amongst the remaining SMB members to vote at the meeting on his or her behalf.

An SMB member wishing to appoint a proxy must give reasonable notice to the Chair in writing. A notice to appoint a proxy may be given either electronically or in paper format.

An SMB member may not hold a proxy for more than 2 other SMB members at any SMB meeting.

The Chair must make every reasonable effort to attend a meeting convened in accordance with this section. Where the Chair is unable to attend in a particular instance, he or she may appoint another independent SMB member in writing to carry out the functions of the Chair. In such cases, the Chair must notify other members of the SMB in writing of this temporary appointment.

Minutes of each meeting must be prepared and filed upon approval by the SMB members.

3.1.10 Quorum

The quorum for the meetings of the SMB is at least 2/3rds of the total membership of the SMB present either in person or by proxy. Where the quorum is not reached, a further meeting may be called within 30 Calendar Days of the date of the first meeting and this second meeting may properly convene and carry out SMB business, if more than 50% of SMB members are present either in person or by proxy and as long as the Chair is present.

3.1.11 Voting

Each member of the SMB shall be entitled to one vote.

In respect of all matters discussed by the SMB, resolutions may be passed with the approval of 2/3 of those present and voting on the resolution at a validly convened meeting of the SMB.

On a vote, a member of the SMB must disclose and manage any conflict of interest that exists or that might reasonably be expected to arise in accordance with Appendix 2.

3.1.12 Nominating Process

The nomination of candidates for the position of SMB member shall be carried out by the EPC Board. The NGC shall recommend suitable candidates for this position to the EPC Board in accordance with its role, as set out in Article 9.1 of the EPC Charter.

Subject always to the criteria set out in 3.1.4 – 3.1.6, the EPC Board shall endeavour to ensure that the composition of the SMB reflects a balanced composition of Scheme Participants, bringing together a fair representation of the country, size and industry sectors of Scheme Participants, including an appropriate representation of members from SEPA countries where the euro is the official currency.

The NGC shall provide a list of candidates for the position of SMB member to the EPC Board at least two weeks in advance of an EPC Board meeting. This list shall include a summary of the candidates' qualifications for the position. The NGC should only include details of suitable candidates on such a list.

The EPC Board shall approve suitable candidates, subject to endorsement of the list of Scheme Participant representative members by the Scheme Participants Assembly. The Scheme Participant representative members' list shall be deemed to be endorsed, unless more than 50% of the voting Scheme Participants has voted against it (voting quorum), and at least 50% of Scheme Participants have expressed their vote (participation quorum). In such case, the NGC shall provide a new list of candidates to the EPC Board, in accordance with the aforementioned procedure. In the interim, the existing SMB members' term shall be extended until a new list of candidates has been endorsed by the Scheme Participants Assembly and approved by the EPC Board.

The NGC may not recommend and the EPC Board may not appoint a candidate to the position of SMB member, or propose his or her name to the EPC Board, if the candidate is in a situation of judicial administration, or bankruptcy, judicial reorganisation, dissolution or liquidation, or is subject to insolvency proceedings of a similar nature under the laws of any jurisdiction.

The NGC may not recommend and the EPC Board may not appoint a candidate to the position of SMB member, or propose his or her name to the EPC Board, if there are reasonable grounds to believe that such a candidate is a person of ill-repute who may bring the SMB and the Schemes into disrepute.

3.1.13 Role of the Secretariat

The Secretariat shall provide secretarial and administrative support to the SMB.

The Secretariat shall be responsible for referring issues arising in respect of Scheme Management to the SMB, as necessary.

3.1.14 Information Service

The Secretariat shall be responsible for administering an information service on SEPA Schemes. The information service shall be open to everyone. Requests for information to the information service shall be in written format only, either by letter, fax or email.

The information service shall endeavour to respond to requests for information within 30 Business Days from the date of receiving the request for information.

3.1.15 Additional Optional Services ("AOS")

1. The following principles will apply to AOS:
2. All AOS must not compromise interoperability of the Schemes nor create barriers to competition. The SMB should deal with any complaints or issues concerning these requirements brought to its attention in relation to compliance with the Rulebooks as part of its normal procedures.

3. AOS are part of the market space and should be established and evolve based on market needs. Based on these market needs, the EPC may incorporate commonly used AOS features into the Schemes through the SEPA Schemes change management processes.
4. There should be transparency in relation to community AOS. In particular, details of community AOS relating to the use of data elements present in the ISO 20022 message standards (including any community usage rules for the SEPA core mandatory subset) should be disclosed on a publicly available website (in both local language(s) and English).

The SMB may receive complaints from Scheme Participants in relation to the operation of community AOS in respect of the above principles. The SMB will strive to resolve the issue in an amicable way. If no solution can be found, the SMB may refer the complaint to the CAC, which will deal with it in an appropriate way, in accordance with these Internal Rules.

3.1.16 Expenses

Independent Member(s) of the SMB shall be entitled to claim reasonable expenses. The SMB Independent Member(s) shall also be able to claim an annual representation allowance. Amounts payable may be subject to Belgian tax law, including but not limited to Belgian withholding tax, as applicable; the EPC cannot be held responsible for the fulfilment of any tax obligations of the Independent Member(s).

3.1.17 Record Keeping

The Secretariat shall keep a record of all agendas and minutes of meetings of the SMB. The Secretariat shall use reasonable efforts to keep records relating to appeals separately from those relating to other compliance aspects of Scheme Management. Records may be held in either paper or electronic format. The SMB shall in its absolute discretion decide whether these minutes and related documentation may be made publicly available on the EPC Website or on the internal extranet of the EPC.

3.2 Definition of Administration and Compliance Roles

3.2.1 Role of the Compliance and Adherence Committee

The Compliance and Adherence Committee (CAC) is responsible for performing the administration and compliance functions of SEPA Scheme Management. The role of the CAC is limited to the following:

- Adherence – the CAC shall be responsible for overseeing the adherence process for becoming a Participant in the Schemes;
- Conciliation – the CAC shall be responsible for establishing and administering a conciliation process for Scheme Participants who are unable to resolve grievances relating to the Schemes through local dispute resolution methods; and
- Complaints – the CAC shall be responsible for investigating complaints made against Scheme Participants for alleged breaches of the Rulebooks, evaluating such complaints and determining appropriate sanctions against Scheme Participants who are found to be in breach.

The CAC shall regularly update the SMB on its activities.

3.2.1.1 Composition of the Compliance and Adherence Committee

The CAC will be composed of six members, at least two of which will be independent members, and up to four members will be Scheme Participant representative members, appointed by the SMB in accordance with the same provisions as SMB members under sections 3.1.4 (1st and 2nd paragraphs) and 3.1.5 of these Internal Rules. A member of the SMB may not also act as a member of the CAC.

The members of the CAC are elected for a three-year term that may be renewed for identical terms.

The initial CAC composition and subsequent renewals will be initiated by the NGC, with a call for candidates published through the EPC Secretariat. The SMB will approve the final composition. On an annual basis, two CAC members shall be appointed by the SMB. As such, one third of the total number of CAC members will be appointed each year, allowing a three year rotating policy. To this end, for the initial period, two independent members will be elected for a three-year term, whereas two Scheme Participant representative members will be elected for a two-year term and two other Scheme Participant representative members will be elected for a one-year term.

After NGC consultation, the CAC Chair will be elected among the independent members of the CAC by the SMB.

If the mandate of a CAC member ceases before its term, for whatever reason, the SMB may appoint a new member for the remainder of the term, provided that the candidate member fulfils the criteria for the composition of the CAC of the replaced member.

The duties of and criteria for SMB members set out in sections 3.1.4, 3.1.5, 3.1.6 and 3.1.7 of these Internal Rules shall apply *mutatis mutandis* to the members of the CAC.

Independent Member(s) of the CAC shall be entitled to claim reasonable expenses and an annual representation allowance. The Independent Member(s) shall also be able to claim a daily stipend for each full day spent on working on CAC related matters. The level of the stipend paid to the CAC Independent Member(s) shall depend on the work undertaken and the time spent on carrying out such work. Amounts payable may be subject to Belgian tax law, including but not limited to Belgian withholding tax, as applicable; the EPC cannot be held responsible for the fulfilment of any tax obligations of the Independent Member(s).

3.2.1.2 Meetings of the Compliance and Adherence Committee

The CAC will meet physically or by telephone conference, according to the demands of its work programme, with a minimum of two meetings per year.

Calls for meetings and agendas will be issued at least two weeks in advance and meeting papers will be provided at least one week in advance, unless otherwise determined by the CAC Chair in exceptional circumstances.

The CAC will develop its conclusions and decisions on the basis of broad consensus. In circumstances where such consensus is not achievable, and the matter is appropriate for the conduct of a vote, a vote may be taken. Any member of the CAC shall be entitled to vote at a meeting of the CAC. Each member has one (1) vote. Any decision taken by vote shall be validly adopted if it obtains a qualified majority of two thirds (2/3) of the votes cast by the members present or represented (i.e. voting quorum). Blank votes, invalid votes and abstentions do not count. No decision may be passed if more than half of the members present or represented abstains. In the event of a serious divergence of views, reference may be made to the SMB for advice and guidance.

3.2.2 Role of the Appeals Committee

The Appeals Committee shall be responsible for hearing appeals brought in respect of decisions taken by the CAC in accordance with a fair process that is separate from the process of decision-making at first instance.

The Appeals Committee shall regularly update the SMB on its activities.

3.2.2.1 Composition of the Appeals Committee

The Appeals Committee will be composed of three members, at least two of which will be independent members, whereas maximum one member will be a Scheme Participant representative member, appointed by the SMB in accordance with the same provisions as SMB members under sections 3.1.4 (1st paragraph) and 3.1.5 of these Internal Rules. A member of the SMB or the CAC may not also act as a member of the Appeals Committee.

The members of the Appeals Committee are elected for a three-year term that may be renewed for identical terms. The initial Appeals Committee composition and subsequent renewals will be initiated by the NGC, with a call for candidates published through the EPC Secretariat. Upon NGC consultation, the SMB will approve the final composition.

After NGC consultation, the Appeals Committee Chair will be elected among the independent members of the Appeals Committee by the SMB.

If the mandate of an Appeals Committee member ceases before its term, for whatever reason, the SMB may appoint a new member for the remainder of the term, provided that the candidate member fulfils the criteria for the composition of the Appeals Committee of the replaced member.

The duties of and criteria for SMB members set out in sections 3.1.4, 3.1.5, 3.1.6 and 3.1.7 of these Internal Rules shall apply *mutatis mutandis* to the members of the Appeals Committee.

Independent Member(s) of the Appeals Committee shall be entitled to claim reasonable expenses and an annual representation allowance. The Independent Member(s) shall also be able to claim a daily stipend for each full day spent on working on Appeals Committee related matters. The level of the stipend paid to the Appeals Committee Independent Member(s) shall depend on the work undertaken and the time spent on carrying out such work. Amounts payable may be subject to Belgian tax law, including but not limited to Belgian withholding tax, as applicable; the EPC cannot be held responsible for the fulfilment of any tax obligations of the Independent Member(s).

3.2.2.2 Meetings of the Appeals Committee

The Appeals Committee will meet physically or by telephone conference, according to the demands of its work programme, with a minimum of one meeting per year.

Calls for meetings and agendas will be issued at least two weeks in advance and meeting papers will be provided at least one week in advance, unless otherwise determined by the Appeals Committee Chair in exceptional circumstances.

The Appeals Committee will develop its conclusions and decisions on the basis of consensus. In circumstances where such consensus is not achievable, and the matter is appropriate for the conduct of a vote, a vote may be taken. Any member of the Appeals Committee shall be entitled to vote at a meeting of the Appeals Committee. Each member has one (1) vote. Any decision taken by vote shall be validly adopted if it obtains two (2) votes in favour.

3.2.3 Rules for Adherence

Eligibility for Participation in Schemes

In order to be eligible to participate in the Schemes, each applicant must satisfy the eligibility criteria set out in Chapter 5.4 of the Rulebooks.

The CAC shall accept any applicant that fulfils the criteria set out in Chapter 5.4 of the Rulebooks and will only reject applications on the basis of failure to meet these criteria.

3.2.3.1 Rules for Adherence by an Entity in a Group / Decentralised Structure

Each legal entity that seeks to adhere to a Scheme must agree to accept the rights and obligations of a Scheme Participant in relation to the relevant Scheme (SEPA Credit Transfer Scheme and / or SEPA Core Direct Debit Scheme and / or SEPA Business to Business Direct Debit Scheme). Upon admission to a Scheme, the adhering legal entity shall assume all of the rights and responsibilities arising from admission to a Scheme.

A subsidiary entity or affiliate of an adhering entity, i.e. each entity that has a separate and distinct legal personality within the adhering entity's group or organisational structure, must adhere separately from a parent or group entity. A subsidiary or affiliate shall be a Scheme Participant in its own right and shall assume all the rights and responsibilities arising from admission to a Scheme.

A branch of an adhering entity, i.e. an entity that does not have separate legal personality, whether located in the jurisdiction of the adhering entity or in another SEPA jurisdiction, shall be deemed to be legally part of the adhering entity and able to carry out SEPA transactions in accordance with the Rulebooks.

3.2.3.2 Rules for Signing the Adherence Agreement

An entity may sign the Adherence Agreement on its own behalf. Alternatively, an entity may give legal authority to an agent to sign the Adherence Agreement on its behalf (for example, an agent could be a parent company, another adhering entity or PSP association). An entity that appoints an agent to sign the Adherence Agreement on its behalf must ensure that the agent is given the necessary legal authority to sign. An agent must demonstrate that it possesses the legal authority to bind an adhering entity in accordance with the local law of the entities involved. An agent signing the Adherence Agreement on behalf of other entities must demonstrate by way of legal opinion of external or internal legal counsel in a form specified by the EPC that it possesses the requisite legal authority to bind such entities.

This provision permits members of a PSP community to adhere to a Scheme at the same time by nominating an agent to complete the Adherence Agreement in respect of each member. Similarly, a parent company may sign an Adherence Agreement in respect of some or all of its subsidiaries and an entity in a group or de-centralised structure may sign an Adherence Agreement in respect of each of the other entities in the group or de-centralised structure. In each case, an entity signing the Adherence Agreement that acts as an agent on behalf of another must show that it possesses the legal authority to do so.

3.2.3.3 National Adherence Support Organisation ("NASO")

The EPC has, in conjunction with a national PSP community, identified one or more NASOs in respect of each SEPA community. A NASO is responsible for providing basic guidance on the adherence process and on adherence applications through a helpdesk, for liaising with the Secretariat in respect of an application (as required) and for such other tasks as the EPC or any organ of the EPC may request it to perform from time to time. A NASO also carries out a basic preliminary review of an adherence application, if requested to do so. The EPC publishes a list of NASOs on the EPC Website. A NASO could be a national PSP association(s) or a regulatory body, which has agreed to conduct the task on behalf of the national community.

Except as otherwise indicated in this section, an adhering entity must consult a NASO on its adherence application.

Only multi-country entities that are signing in their own right or as agent on behalf of four or more of their subsidiaries located in four different SEPA jurisdictions or arranging the completion of the adherence application by such subsidiaries may submit an adherence application directly to the EPC without first consulting a NASO. Such entities are nevertheless free to consult a NASO before submitting their application to the EPC, should they wish to do so. In such cases, where an entity wishes to consult a NASO, it may use the NASO of any of the adhering entities on whose behalf it is signing the adherence application.

3.2.3.4 Becoming a Scheme Participant

An application to become a Scheme Participant in one or more Schemes shall be made using the form of Adherence Agreement set out in the official Adherence Guide an example of which is in Annex 1 of each of the Rulebooks.

An application shall be accompanied by a legal opinion in the form specified by the EPC provided by either internal or external counsel on the capacity and authority of the applicant to become a Scheme Participant in one or more the Schemes.

The application for adherence shall be finally submitted to the EPC Secretariat. Except as otherwise indicated in section 3.2.3 of these Internal Rules, before submitting the application, an applicant must consult with the relevant NASO for preliminary guidance on eligibility and documentation involved in the adherence process.

The Secretariat uses reasonable efforts to send a written acknowledgement of receipt of the application to the applicant within 10 Business Days of receiving the application.

The Secretariat shall use reasonable efforts to determine the application within 60 Calendar Days of receiving the application. In the event that the Secretariat requires more time to arrive at a determination, it shall notify the applicant as soon as it is reasonably practicable to do so.

The Secretariat may request the applicant to provide such additional information as may be required in the course of determining the application.

In the course of determining the application, the Secretariat may take into consideration views expressed by national regulators (this term extends to include such bodies as insolvency officers, law enforcement authorities and local courts).

In the case of a successful application, the applicant or its agent will receive a written notification of admission to a Scheme. The applicant becomes a Scheme Participant and becomes subject to the Rulebooks on one of the Admission Dates agreed by the CAC and published on the EPC Website or, where requested by the applicant and agreed by the Secretariat, on a deferred Admission Date specified by the applicant in advance to

the Secretariat. The Secretariat may send the written notification to the applicant in paper or electronic format.

The Secretariat will make a recommendation to the CAC when an applicant for participation in one or both of the Schemes or an existing Scheme Participant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks. In such case, the CAC may decide to request the applicant or existing Scheme Participant to provide additional information, or to reject the application or terminate participation in accordance with section 3.2.3.6 of these Internal Rules.

The Secretariat will, on a regular basis, and at least four times per year, report in writing on the adherence applications received and accepted to the CAC. It will also report or seek guidance and advice on any particular issue encountered when performing its activities.

3.2.3.5 Register of Scheme Participants

The Secretariat shall maintain a separate register of Scheme Participants for each of the Schemes. The register shall contain the name, contact address and other details determined by the EPC in respect of the Scheme Participant.

The registers shall be updated by the Secretariat regularly as specified in the relevant schedule published on the EPC Website.

If the Scheme Participant changes its details, so that the register does not carry accurate data in respect of the Scheme Participant, the Scheme Participant shall notify the Secretariat as soon as it is reasonably practicable to do so. For those Participants which are part of a 'group' as described in section 7.1 of these Internal Rules, such notification can be provided by the parent undertaking or the central body of the corresponding group or grouping. It is the responsibility of the Scheme Participant to ensure that the Secretariat is provided with information in relation to the Scheme Participant that is accurate and up-to-date at all times.

In the event of Scheme Participants no longer being able to pay their debts as they fall due, becoming insolvent or having ceased to exist (each an Event of Default), the Secretariat may decide to rectify the register of Scheme Participants after verification of such event with the relevant national regulator or national authority. The failure of a Scheme Participant to pay the fees mentioned in section 1.4 of these Internal Rules shall constitute an Event of Default for the purposes of this section 3.2.3.5, on the basis of which the EPC may, at its sole discretion and upon notice by registered mail, temporarily or permanently suspend the entry of the Scheme Participant in the register(s) of the relevant Scheme(s), as of the first following register update publication, but not earlier than 30 calendar days after the issuance of such notice of suspension.

The public part of the register, containing the Participants' BIC code, name, address, operational readiness date and Scheme leaving date (if applicable), may be accessed and searched through a website of the EPC, available to all users. The register is not an operational database in respect of Scheme usage. Any operational data needed by Scheme Participants in relation to other Scheme Participants shall be supplied outside of the Schemes.

3.2.3.6 Unsuccessful Applications

The CAC may reject an application for participation in one or both of the Schemes if an applicant fails to satisfy the eligibility criteria set out in chapter 5.4 of the Rulebooks.

Where an application is rejected, the CAC shall provide the applicant with a letter setting out the reasons for rejecting the application.

An applicant may not re-apply to become a Scheme Participant until 3 months after the determination of its application by the CAC or after a determination in an appeal begun in accordance with these Internal Rules or after a final determination of a tribunal or court responsible for determining the case.

3.2.3.7 Appeals

An applicant whose application for participation in one or more of the Schemes has been rejected may appeal to the Appeals Committee for a re-consideration of its application. A notice of appeal in such cases must be filed within 21 Calendar Days of the applicant receiving a notification of rejection of its adherence application. The appeals notice must include a copy of the adherence application together with a letter supplied to the applicant under section 3.2.3.6 and any other information required by section 3.5.3 of these Internal Rules. The appeal shall be determined in accordance with section 3.5 of these Internal Rules.

3.3 Conciliation Undertaken by the CAC

3.3.1 CAC Role in Conciliation

The CAC shall provide a voluntary conciliation service to Scheme Participants and to the EPC. Conciliation may be used for resolving Unresolved Issues that arise in respect of the Rulebooks only.

Issues concerning CAC determinations on adherence applications or on complaints must be addressed through the appeals process rather than through conciliation.

Conciliation services shall be available with regard to the following:

- Unresolved Issues arising out of the Rulebooks between Scheme Participants;
- Unresolved Issues arising out of the Rulebooks between a Scheme Participant and the EPC.

Conciliation services shall only be available to a Scheme Participant where the Scheme Participant can demonstrate that it has used reasonable endeavours to resolve the matter amicably, after dialogue with PSP communities and by using conciliation or other dispute resolution processes at a local level. SEPA PSP communities are expected to make a body available to Scheme Participants for this purpose.

Conciliation services shall be administered in a manner that is efficient and cost-effective, with a view to ensuring a rapid conclusion to the Unresolved Issue.

The CAC shall appoint one or more conciliators either from the body of relevant CAC members to hear the Unresolved Issue on a case-by-case basis and/or, as appropriate, appoint experienced individuals from outside the CAC and EPC to adjudicate on Unresolved Issues. The conciliators shall make a recommendation to the parties involved. This recommendation shall not be binding upon them and will be without prejudice to further proceedings between the parties.

As set out in further detail in Appendix 2, conciliators must be mindful of any conflict of interest arising in relation to the subject matter of the conciliation or to any of the parties to the conciliation. In the event that a conciliator is aware that a conflict of interest exists, he or she shall make this known to the CAC immediately and the CAC can appoint another conciliator(s) from the relevant members of the CAC to carry out the conciliation. If the CAC is unable to find a conciliator(s) from the CAC to act in respect of the Unresolved Issue, the Chair may appoint a conciliator(s) from outside of the CAC and the EPC, provided always that the parties to the Unresolved Issue agree to this appointment.

In cases where the conciliation is between a Scheme Participant and the EPC, the CAC shall ensure that conciliators from outside the CAC and the EPC are appointed, provided that both the EPC and the Scheme Participant agree to this appointment.

3.3.2 Application for Conciliation

An application for conciliation shall be made in writing and filed with the Secretariat. The application shall clearly state the name of the other party involved together with details of the Unresolved Issue. The application shall also be accompanied with a written statement of consent from the other party stating that it wishes to submit to conciliation.

The Scheme Participant shall give a copy of the application and accompanying information to the other party involved in the Unresolved Issue.

Within 15 Business Days starting from the date that the application was filed, the Secretariat shall request the other party to file with the Secretariat any statement of facts in relation to the Unresolved Issue.

The other party may withdraw from the conciliation at any time. If the other party withdraws in this manner, the conciliation proceedings shall be terminated with immediate effect and the conciliator shall not deliver a recommendation. The costs provisions set out in section 3.3.6 of these Internal Rules continue to apply.

3.3.3 Conciliation Proceedings

The conciliator shall aim to resolve the Unresolved Issue between the parties in a manner that is fair, open and amicable.

Unless otherwise agreed, conciliation proceedings shall be in private.

The conciliator shall consider all the evidence put before the conciliator and allow both parties to provide clarification and elaboration on the points raised in the Unresolved Issue.

The conciliator shall then recommend a proposed settlement to the Unresolved Issue.

If a settlement is reached, the settlement shall be written down by the conciliator and signed by the parties. The parties may keep a copy of the settlement.

If the parties cannot reach settlement, the conciliator shall close the conciliation proceedings. The parties may take such procedures as they consider appropriate and may take the matter to arbitration or litigation in accordance with section 3.3.7.

3.3.4 Conciliation Involving the EPC

Where conciliation involves the EPC, the conciliators shall always be individuals who are not connected to either the EPC or to the Scheme Participant in any way. The costs of engaging conciliators in such cases shall be determined in accordance with section 3.3.6. In all other respects, the conciliation proceedings shall follow the procedure set out in this section.

3.3.5 Report of Conciliators

Following the conclusion of conciliation proceedings, whether by way of settlement or voluntary termination by parties to the conciliation, the conciliators may prepare a report on the conciliation for the CAC. The report may contain such details relating to the conciliation proceedings as the conciliators wish to include. The report shall be confidential and may only be made available to relevant members of the CAC.

Where the conciliators become aware of serious misconduct by the Scheme Participant such as behaviour evidencing fraud or other such serious violations of the law, they may bring this to the attention of the relevant national regulator or national authority.

3.3.6 Costs

An upfront, non-refundable administrative fee outlined in Appendix 3 of these Internal Rules on the Scheme Management cost recovery mechanism will be payable to the EPC prior to the initiation of the proceeding, by the Scheme Participant who wishes to initiate the proceeding, to cover basic administrative costs. This fee will be recoverable from the losing party, as appropriate.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law.

The upfront, non-refundable administrative fee shall be equally split between the two parties where they are both jointly seeking conciliation.

In addition, any relevant non-administrative EPC costs incurred during the course of the proceedings shall be recovered from the losing party, or divided between the parties based on the principles established by the Rules of Arbitration of the International Chamber of Commerce.

Where the conciliation is terminated before either a settlement is reached or before the conciliators close the conciliation, the upfront, non-refundable administrative fee payable to the EPC and the EPC's costs incurred to handle the conciliation up to that point in time will be recovered from the party requesting the termination of the conciliation process.

3.3.7 Further Steps - Arbitration v Litigation

Following consultation with the CAC, if the parties are unable to settle an Unresolved Issue through conciliation, or where such a conciliation process has not taken place, if a Scheme Participant gives another Scheme Participant notice that an Unresolved Issue exists and if the Unresolved Issue has not been resolved within 30 Calendar Days of service of the notice, the Unresolved Issue shall be referred by the CAC to arbitration.

No Scheme Participant shall resort to arbitration against another Scheme Participant under the Rulebook until 30 Calendar Days after the referral of the Unresolved Issue to the CAC.

Unless parties to the Unresolved Issue otherwise agree, any Unresolved Issue which is unresolved 30 Calendar Days after the referral of the Unresolved Issue to the CAC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of the arbitration shall be Brussels. The EPC, as represented by an appropriate member of the CAC, shall have the right to participate in the arbitration.

However, if the Unresolved Issue is referred to arbitration in accordance with this section, the parties to the Unresolved Issue may agree to submit to local arbitration in a SEPA jurisdiction. If the relevant Scheme Participants elect to submit to such local arbitration, they shall conduct the arbitration under rules agreed between them. The jurisdiction chosen by the relevant parties for such local arbitration must be substantially connected to the conduct of the Unresolved Issue. The EPC, as represented by an appropriate member of the CAC, shall have the right to participate in the arbitration.

Any arbitration between Scheme Participants under the Rulebook shall (unless the relevant Scheme Participants agree otherwise, and in an Unresolved Issue in which the EPC is participating, with the consent of the EPC) be conducted in the English language.

Alternatively, following a failure by the relevant Scheme Participants to resolve an Unresolved Issue in accordance with the steps set out above, the parties to the Unresolved Issue may agree to submit to such other dispute resolution process (other than arbitration) as they consider appropriate, including litigation. If the relevant parties submit to litigation in accordance with this section, the relevant Scheme Participants shall conduct the litigation in a jurisdiction, and under such processes as are determined by established principles of conflicts of laws.

In arbitration or litigation proceedings, the Rulebooks shall be governed by and interpreted in accordance with Belgian law. A court or arbitrator may however apply such rules of process in relation to the proceedings as may be applicable under established principles of conflicts of laws.

The parties shall inform the CAC of the outcome of any litigation or arbitration or other dispute resolution methods conducted by them. The parties may consult the CAC on matters relating to the interpretation of the Rulebooks in the course of any such arbitration or litigation proceedings.

3.4 Complaints Submitted to the CAC

3.4.1 Role of CAC in Complaints

The CAC shall oversee the implementation of the Rulebooks by Scheme Participants. The CAC may investigate breaches or potential breaches of the Rulebooks following a complaint made by a Scheme Participant to the CAC.

For breaches of the obligation for Scheme Participants to ensure the ongoing compliance of their own rules and procedures with the laws applicable to them, the CAC shall only focus on violations of such obligations which are of scheme-wide importance.

For the sake of clarity, an issue of scheme-wide importance shall be understood to be a matter that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme. The CAC may refuse complaints if it reaches the conclusion that a particular complaint at hand does not qualify to be of scheme-wide importance. The CAC may decide to consult with the SMB in such matters before refusing a complaint.

Unless otherwise stated, a complaint may be submitted by any Scheme Participant and must be filed in writing with the Secretariat. A complaint that is filed with the Secretariat must state the name of the Scheme Participant that is the subject of the complaint (the "**Affected Participant**") together with details of the complaint.

In addition, the CAC may investigate breaches or potential breaches of the Rulebooks of its own accord.

For the purposes of this section, investigations made by the CAC into breaches or potential breaches of the Rulebooks, whether or not initiated by the CAC itself, shall be referred to as complaints.

References to the CAC include any person nominated by the CAC to carry out a function in relation to a complaint, and where a complaint is made by or on behalf of the CAC itself, references to the "parties" are to the Affected Participant only.

3.4.2 Key Principles

In the course of carrying out its function in relation to complaints, the CAC shall ensure that it acts in accordance with the following general principles:

- the CAC shall act in a manner that is impartial and objective at all times;
- the CAC shall act in a manner that is fair to all parties, taking into account the circumstances of each case;

- the CAC shall ensure that, as far as possible, it acts in a manner that is transparent, open and intelligible to the parties; and
- the CAC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.

The deliberations of the CAC and any discussions held in the course of evaluating and investigating the complaint shall be private and confidential, unless otherwise agreed between the parties.

3.4.3 Investigation of Complaints

The CAC may nominate a group of members of the CAC to investigate and evaluate a complaint or the CAC may delegate its power to investigate a complaint to the EPC Secretariat or any other person.

The CAC shall as soon as reasonably possible notify the Affected Participant that it is subject to investigation by the CAC. The Affected Participant shall have 28 Calendar Days from receipt of such notification to file written representations in respect of the Complaint. The Affected Participant may be required to cease any activity that could constitute conduct suspected of being in breach of one or both of the Rulebooks.

Members investigating the complaint may in the course of the investigation call for such information and documentation from the Affected Participant as may be relevant for determining whether a breach of a Rulebook has taken place. The Affected Participant shall use reasonable efforts to provide such information to the relevant CAC members as is within the Affected Participant's possession, custody or control. The Affected Participant shall have 28 Calendar Days to respond to such requests for information and documentation.

The CAC may additionally require the Affected Participant to give all reasonable assistance in the course of the CAC investigation. A failure to provide such assistance shall be deemed to be a breach of Scheme rules and may therefore be actionable in accordance with this section.

In addition, in the course of the investigation, relevant CAC members may consult Scheme Participants as well as end-users and suppliers and may call for information and documentation, liaising through Scheme Participants.

Members investigating the complaint may engage any person in order to carry out tasks related to the investigation at the cost of the EPC and within the budget of the EPC. The CAC may also engage a legal professional to give legal advice on any aspects of the investigation. Where this is done, the cost incurred by the CAC and paid by the EPC may be added by the CAC to the costs payable under section 3.4.10 below.

3.4.4 Evaluation of Complaint

The CAC shall evaluate any information that it may obtain in the course of the investigation. It may engage a skilled person in order to carry out tasks related to the evaluation of the complaint as well as a legal professional to give legal advice on any aspects of the evaluation and adjudication of the complaint at the cost of the EPC and within the budget of the EPC. The CAC may request advice from the EPC Scheme Evolution and Maintenance Working Group (“SEMWG”) and the EPC Legal Support Group (“LSG”) to determine whether a Scheme Participant is in breach of a Rulebook. The CAC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the CAC.

In the course of this evaluation, the Affected Participant shall be invited to discuss the complaint with the CAC. The Affected Participant may seek legal advice at any stage of this process at its own cost.

When evaluating any complaint, the CAC shall take into account the date of the alleged breach and, except in exceptional circumstances at the discretion of the CAC or where a breach is continuing, shall determine a complaint to be invalid which relates to a breach which occurred three years or more before the complaint is filed.

In the event of a complaint as to a scheme participants' compliance of their own rules, procedures and agreements with applicable legislation, regulations or generic supervisory requirements a complainant PSP should refer such matter to the relevant competent authority. The CAC – at its discretion - could also refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the CAC in respect of its investigations and possible sanctions in the event of a complaint.

In the event of a complaint regarding a Scheme Participants' compliance with the obligation to ensure that an agreement governing the provision and use of services relating to the Scheme is consistent with the Rulebook and that such agreement is complete, unambiguous and enforceable, a complainant Scheme Participant should refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the CAC in respect of its investigations and possible sanctions in the event of a complaint.

In the event of a complaint regarding a Scheme Participants' compliance with the obligation to enter into legally binding agreements with their credit transfer service providers or direct debit service providers covering all functions performed by those providers in direct connection with the concerned scheme, to ensure that such agreements are complete, unambiguous and enforceable on each contractual party and / or to safeguard the ongoing compliance of such agreements with the laws applicable to them, a complainant Scheme Participant should refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the CAC in respect of its investigations and possible sanctions in the event of a complaint.

For the sake of clarity, an issue of scheme-wide importance shall be understood to be a matter that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme. The CAC may refuse complaints if it reaches the conclusion that a particular complaint at hand does not qualify to be of scheme-wide importance. The CAC may decide to consult with the SMB in such matters before refusing a complaint.

3.4.5 Sanctions

On completion of the evaluation, the CAC shall prepare a report on the conduct of the case, setting out the facts of the case and a preliminary evaluation of the complaint.

The CAC shall review the contents of this report, following which the CAC may consider that:

- no further action should be taken in relation to the alleged breach of the Rulebook if the CAC considers that either there is no evidence of a breach, or that the breach is of a trivial nature;
- discussions should take place with the Affected Participant to decide how to proceed in respect of a breach that has already occurred or one that is continuing - no sanctions are contemplated at this stage;
- discussions should take place with the Affected Participant and the Affected Participant should be sanctioned.

If the CAC considers that the Affected Participant should be sanctioned, the CAC shall send a written notice to the Affected Participant setting out details of the complaint and the sanction proposed, the report and any material that is believed to be relevant to the matter.

Subject to section 3.4.7, the Affected Participant shall have 30 Calendar Days following receipt of the notification to accept the sanction, or to present written or oral representations to the CAC (the "**Representation Right**"). The Affected Participant may consult legal counsel at any stage of the sanctioning process.

In considering any representations made to it, the CAC is not bound to follow rules of evidence, as followed in a court or tribunal. It will not normally consider oral evidence. Any party may however adduce written evidence in the course of the deliberations of the CAC and make such representations as it considers appropriate in accordance with this section.

Within 30 Calendar Days of hearing representations from the Affected Participant, the CAC shall determine the sanction to be made against the Affected Participant. The CAC shall notify the Affected Participant of its determination.

The sanctions available to the CAC are the following:

- private warning
- written notification of complaint
- public warning
- report to a national regulator or equivalent national authority, including a NASO
- termination

Private Warning

The CAC may give a private warning to the Affected Participant. The private warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. A record of the private warning shall be made by the CAC. This record shall be confidential.

Written Notification of Complaint

The CAC may give a written notification of a complaint to the Affected Participant. A written notification constitutes a formal reprimand to the Affected Participant. The written notification shall set out details of the breach and is aimed to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is on breach of a Rulebook. The CAC may publish details of this sanction on the Website of the EPC.

Public Warning

The CAC may give a public warning to the Affected Participant. The public warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to cease conduct that is in breach of a Rulebook. The public warning shall publish the name of the Affected Participant, together with details of the breach, on the website of the EPC.

Circumstances which may indicate which Warning Sanctions may be applied

The decision as to which sanction or sanctions may be appropriate in respect of any Affected Participant shall be entirely at the discretion of the CAC. However, the following circumstances would tend to indicate that one of the above three sanctions would be more appropriate than the sanction of termination (described below):

- the conduct of the Affected Participant did not display bad faith nor was it due to gross negligence towards other Scheme Participants or to the Scheme(s) of which the Affected Participant is part;
- the conduct of the Affected Participant did not display dishonesty and the Affected Participant did not act in a grossly unprofessional manner;
- the breach was not of such a serious nature as to potentially undermine the operation and integrity of one or both of the Schemes;
- the Affected Participant had not committed a breach, or a breach of this type, in the past;
- the breach was of a nature that the CAC believes would be best addressed by deterrent action envisaged by these three sanctions and that it remains appropriate for the Affected Participant to continue as a Scheme Participant in the relevant Scheme(s) rather than facing expulsion under the sanction of termination; and
- the breach can be rectified without loss or cost to any other Scheme Participant or user or the EPC

As regards which of the three Warning Sanctions might be applicable to any case:

- a private warning may generally be considered more appropriate for a first breach where the breach was not of a serious nature, had not adversely affected other Scheme Participants or the Scheme(s), and there would be no merit in other Scheme Participants being informed of the breach;
- a written notification of complaint, being a formal reprimand, would be applied where the CAC considered the breach to be of a sufficiently serious nature to record a reprimand against the firm. The CAC may consider publishing the notification on its website if it believed this would be in the interests of other Scheme Participants and/or the Scheme(s)
- a public warning, being a formal notice, would be applied in the case of a more serious breach and where the CAC believes it would be in the interests of other Scheme Participants and/or the Schemes to publicise the notice. This sanction is the most likely of the three to be used in conjunction with the sanction of termination.

Report to National Regulator

In addition to giving a private warning, public warning or written notification of breach, the CAC may report the Affected Participant to its national regulator, NASO or to an equivalent national authority. The regulator shall be provided with the name of the Affected Participant together with details of the conduct of the Participant.

Considerations which may indicate the appropriateness of this sanction would be if the CAC believed that the breach by the Affected Participant may also constitute a breach of the rules or guidelines of a relevant regulator or if the Affected Participant's conduct cast doubt on its fitness and propriety to continue as a regulated entity. However, the decision whether or not to report a breach by an Affected Participant to a regulator will be entirely at the CAC 's discretion.

Termination

In addition to making a report to a relevant national regulator or giving a private warning, written notification of breach or public warning to the Affected Participant, the CAC may terminate the participation of an Affected Participant in a Scheme in the following circumstances:

- where the breach committed by the Affected Participant is sufficiently serious to undermine the operation and integrity of a Scheme;
- where the Affected Participant has committed a repeated breach of a Rulebook, notwithstanding any earlier sanctions given to the Affected Participant by the CAC;
- where the conduct of the Affected Participant displays bad faith or gross negligence towards other Scheme Participants or towards the Scheme(s) of which it is part; or
- where the conduct of the Affected Participant displays dishonesty or is grossly unprofessional.

Before making a termination order, the CAC may consult with relevant groups to determine the impact of the sanction. Such groups may include other Scheme Participants, the EPC Board, clearing and settlement mechanisms or PSP communities. The CAC shall consult with relevant regulators before applying the termination sanction.

If the CAC decides to terminate the participation of an Affected Participant, it shall make a termination order setting out the terms and conditions on which the termination is to be effected. Such an order shall set out the steps to be taken by the Affected Participant to ensure the continued orderly and efficient operation of the Schemes.

In the event of termination, the Affected Participant shall be barred from exercising rights under the Rulebooks in accordance with the terms and conditions set out in the termination order. The Affected Participant shall fulfil all obligations arising under the Rulebooks in accordance with the termination order.

If the participation of an Affected Participant is terminated, the Affected Participant may re-apply to join the relevant Scheme after 6 months, starting from the date of the termination of its participation. However, an Affected Participant may re-apply earlier if it can demonstrate to the CAC that it has remedied the breach and/or that there is no reasonable likelihood of the Scheme Participant committing the breach in future.

The CAC shall publish details of a termination of participation on the website of the EPC together with the relevant order and details of the conduct giving rise to the complaint.

3.4.6 Emergency Injunction Procedure

Where a termination order is issued to an Affected Participant, such Affected Participant may within 21 Calendar Days of receiving notification of the order, apply for an injunction against such order to a competent court in Belgium, during which time the sanction shall be suspended pending the court's determination of the matter. Where the court decides not to grant the injunction requested by the Affected Participant, the CAC may enforce the conditions of the termination order. The courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section.

3.4.7 Appeals Arising from Complaints

Within 30 Calendar Days of receiving the notification of a sanction, the Affected Participant may appeal to the Appeals Committee in accordance with section 3.5.

3.4.8 Timing of Sanctions

Except in exceptional circumstances described in more detail below, a determination by the CAC of a sanction to be made against an Affected Participant shall not take effect until the conclusion of appeals proceedings before the Appeals Committee that may be commenced in accordance with these Internal Rules, or until such time as the time period for referring a matter to an appeal to the Appeals Committee has expired in accordance with these Internal Rules.

Of all sanctions available to the CAC, the imposition of the following sanctions only shall be suspended awaiting the determination of the appeal: (i) public warning, (ii) report to national regulator or equivalent national authority, including NASO, and/or (iii) termination.

The following applies only if the CAC considers that the conduct or circumstances of the Affected Participant will undermine the operation of any of the Schemes or would cause a serious risk of undermining the operation of any of the Schemes. The CAC may impose a sanction of which it has notified the Affected Participant with immediate effect, or at any other time specified by the CAC. In particular, the CAC may impose a sanction in such circumstances even though the Representation Right has not expired; or any appeal under section 3.5 has not yet been determined.

However, both the Representation Right and the right to appeal against any sanction will remain available to any Affected Participant notwithstanding the expedited imposition of any sanction.

The decision whether or not to expedite the imposition of sanctions under this section 3.4.8 shall be entirely at the discretion of the CAC, however, issues which would tend to indicate the need for such action would be insolvency, loss of regulatory licence(s), or criminal conviction of the Affected Participant.

In cases where a sanction takes effect with immediate effect or at any other time specified by the CAC, the sanction shall remain in force for as long as determined by the CAC or until it is revoked by a determination of the case at appeal. No Affected Participant will have any right of recourse against the CAC for any loss suffered due to the imposition of a sanction if a sanction is subsequently revoked on appeal or under any other circumstances.

3.4.9 Eligibility, Merger and Acquisition of a Scheme Participant

In addition to the circumstances set out in section 3.3.1, the CAC may investigate, initiate or respond to a complaint in the following circumstances:

- a Scheme Participant has failed to satisfy one or more of the Scheme eligibility criteria; and
- a Scheme Participant has failed to notify the EPC of its intention to terminate its participation under section 5.11 of the relevant Rulebook,

The CAC may treat evidence of the existence of these circumstances coming to its attention as if it were a formal complaint, and deal with the matter in accordance with section 3.3.1 of these Internal Rules. Any references to a 'breach' of the Rulebooks in section 3.4.1 shall include a breach of the Adherence Agreement (including the representations and warranties set out in the Adherence Agreement) entered into by the Scheme Participant and may be treated by the CAC as being references to the circumstances set out in this section 3.4.9.

3.4.10 Costs

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the Scheme Management cost recovery mechanism will be payable by the complainant to the EPC, upon lodging the complaint, to cover basic administrative costs, This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed regularly and adjusted in line with any actual costs incurred in the first year plus a reasonable increase uplift for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred and paid by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative costs incurred during the course of the proceedings will be recovered from the losing party.

Where the complaint is withdrawn by the complainant before a formal CAC decision on the complaint has been made, the CAC's costs incurred to handle the complaint proceedings up to that point in time will be recovered from the complainant.

Where the CAC initiates a complaint, it may require the Affected Participant to contribute to any costs incurred by the CAC in relation to the complaint, if the Affected Participant were found to be in breach of the Rulebook(s).

3.5 Appeals

3.5.1 Introduction to the Appeals Process

In this section and unless the context otherwise indicates, a reference to the Appeals Committee shall be read as a reference to those persons comprising the Appeals Committee who have been nominated to carry out the Appeals Function of Scheme Management in accordance with section 3.2.2.1 of these Internal Rules.

Where the decision under appeal is a decision in which the CAC had initiated a complaint under section 3.4.1 of these Internal Rules, the CAC is not to be regarded as a "party" to the appeal.

The role of the Appeals Committee shall be to determine whether, on the basis of the material put before it by the appellant, a decision reached in complaints and adherence matters was correct and justified. The Appeals Committee may request advice from a third party professional, including a legal professional in the course of its deliberations.

Deliberations before the Appeals Committee shall be conducted in private and shall be confidential unless otherwise agreed between the parties.

In considering any representations made to it, the Appeals Committee is not bound to follow rules of evidence, as followed in a court or tribunal. The Appeals Committee will not normally consider oral evidence.

The Appeals Committee shall act in accordance with the principles set out in section 3.5.2 to ensure that a matter is handled fairly and impartially. It may stipulate such conditions as it considers appropriate in order to ensure that this obligation is fulfilled.

In the course of determining an appeal, the Appeals Panel must not discuss details of the case with members of other EPC bodies, without first ensuring that such discussions are carried out with the agreement of the parties to the appeal.

The Appeals Committee may engage skilled professionals or the Secretariat to carry out administrative duties arising out of the conduct of appeals before the Appeals Committee at the cost of the EPC and within the budget of the EPC. The Appeals Committee shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the Appeals Committee.

3.5.2 Key Principles

In carrying out the Appeals Function, the Appeals Committee shall perform its functions in accordance with the following principles:

- the Appeals Committee shall act in a manner that is impartial and objective at all times;

- the Appeals Committee shall act in a manner that is fair to all parties, taking into account the circumstances of each matter before it;
- the Appeals Committee shall act in a timely manner to determine matters arising before it;
- the Appeals Committee shall allow all parties to make representations and present written material to the Appeals Committee;
- the Appeals Committee shall ensure that, as far as possible, matters referred to it are dealt with in a way which is transparent, open and intelligible to the parties; and
- the Appeals Committee shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.
- each member shall be subject to a duty of confidence in respect of appeals cases pending before the Appeals Committee.

3.5.3 Submission of Appeals Notice

A person with the right to an appeal under these Internal Rules must file an appeals notice with the Secretariat. An appeals notice shall set out details of the case under appeal, reasons supporting the appeal, together with a copy of the determination that is the subject of the appeal.

Within 21 Calendar Days of receiving the appeals notice, the Secretariat shall provide a copy of the appeals notice to the CAC. The CAC members shall have 21 Calendar Days to file written representations in respect of the appeal. They may appoint one or more representatives from their number to take the appeal forward on their behalf.

The Appeals Committee shall then consider the appeals notice and any representations filed and, within 21 Calendar Days of receiving representations from each party, shall notify all parties of the date of the appeal meeting.

At any time before the date of the meeting, the Appeals Committee may, but is not obliged to make such directions to the parties as may be useful for the swift and fair determination of the appeal. Such directions may include the following:

- directions to exchange documents relevant for the appeal; and
- directions to exchange names and written statements of any witnesses, including expert witnesses (if any).

The Appeals Committee shall ensure that all documents and evidence received from the CAC by the Appeals Committee or by one or other of the parties is provided to all the parties to the appeal in a timely manner in advance of the appeal meeting.

3.5.4 Meeting

The Appeals Committee shall aim to determine the appeal between the parties in a manner that is fair, open and amicable at a meeting involving all relevant parties.

Unless otherwise agreed, this meeting shall be private. Parties may bring legal representatives to a meeting.

In the event that a party does not attend the meeting, or if both parties do not attend, the Appeals Committee may arrive at such determination as it considers appropriate, or may postpone the date of the meeting.

The Appeals Committee shall consider all the material put before it and allow the parties to make oral representations during the meeting.

The Appeals Committee shall then deliver a decision on the appeal.

The Appeals Committee may make either of the following determinations:

- confirm, vary, or reverse the decision of the CAC at first instance;
- impose any sanction that may have been imposed, but was not imposed by the CAC at first instance.

The Appeals Committee may publish the details of the appeals decision on the website of the EPC. Any decisions of the CAC at first instance that are published on the website of the EPC, if varied or reversed at appeal, shall be amended accordingly on the EPC Website.

A party to an appeal may withdraw from the appeal at any time by giving notice to the Appeals Committee. The appeal shall be closed with immediate effect and the Appeals Committee may make such determination in respect of the subject matter of the appeal and in respects of the allocation of costs for the appeal as may be appropriate.

3.5.5 Costs

An upfront, non-refundable administrative fee outlined in Appendix 3 of the SMIRs on the Scheme Management cost recovery mechanism will be payable to the EPC upon lodging the appeal, by the party filing the appeal in question, to cover basic administrative costs, This fee will be recoverable from the losing party, as appropriate. Appendix 3 of the SMIRs listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC and the EPC's status as a non-profit organisation under Belgian law. In addition, any relevant non-administrative costs incurred by the EPC during the course of the proceedings will be recovered from the losing party.

Where the appeal is withdrawn by the appeal filing party before a formal Appeals Committee decision on the appeal has been formulated, the EPC’s costs incurred to handle the appeal proceedings up to that point in time will be recovered from the appeal filing party.

Where there is a sole party to the appeal, the Appeals Committee shall have the power to require that party to bear the EPC’s costs in respect of the appeal, if that party were found to be in breach of the Rulebook(s).

3.5.6 Further Steps

Following the determination of the Appeals Committee, if a party to the appeal does not consider the issue to have been correctly resolved, it shall be open to that party to attempt to resolve the matter through such means as it considers appropriate, including litigation in a competent court in Brussels. As the EPC shall always be a defendant in such proceedings, the courts of Brussels shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section. Such a party may challenge the decision before the courts of Brussels, but only on the grounds of a serious breach by the EPC of these Internal Rules or of a breach of mandatory rules of law, or on the grounds that the decision, when subject to a *prima facie* review (*examen marginal / marginale toetsing*) by the court, appears manifestly incorrect.

4 Maintenance and Evolution

4.1 Change Management Process

4.1.1 Change Management - Guiding Principles

It is a key objective of the EPC that the Schemes are able to evolve with an evolving payment services market. To meet the demands of the Scheme Participants and stakeholders including end-users and PSP communities, the Schemes shall be subject to a change management process that is structured, transparent and open, governed by the rules of the management and evolution function of SEPA Scheme Management.

The key principles underpinning change management are the following:

- Innovation - the Schemes shall be open to innovative proposals to improve delivery of the Schemes in order that the Schemes are competitive, efficient and able to benefit from the latest developments in payments technology.
- Compliance with applicable legislation and regulation - the Schemes shall be and remain at all times in compliance with the relevant Belgian and EU legislation and with any relevant regulatory requirements.
- Transparency - the change management process shall be transparent and open so that changes implemented into the Schemes are carefully considered and scrutinised. Establishing open channels for Scheme Participants, end-users and suppliers to propose changes is a key aim of change management.
- Impact analysis - proposals for change are supported, where appropriate, by a careful analysis evaluating its impact on the Customer-to-PSP, the PSP-to-PSP and the PSP-to-Customer domains to ensure that changes implemented into the Schemes are viable.
- Development of SEPA - the Schemes are seen as an important platform for Scheme Participants to develop SEPA-enabled products and services that allow both end-users and Scheme Participants to take advantage of the development of and investment in SEPA.

4.1.2 Change Management - Terminology

The change management process shall involve ideas for changes being formulated as follows:

Change Request - A Change Request denotes any concrete and comprehensible proposal for making a change to the Schemes which is to be presented along with a substantiated reasoning on why and how it concerns the Initiator (or the stakeholders it is representing). A Change Request may be devised by any individual or organisation that is able to claim a legitimate interest in this change management process and is submitted to the Secretariat in accordance with these Internal Rules.

Initiator - Refers to an individual or organisation that submits a Change Request in accordance with these Internal Rules.

SEMWG Recommendation - The Scheme Evolution and Maintenance Working Group (SEMWG) is in charge of analysing the Change Request. Following its analysis, the SEMWG makes a Recommendation about the Change Request. Both the Change Request and the related SEMWG Recommendation will be submitted for a Public Consultation.

Public Consultation Document - The SEMWG consolidates all received Change Requests in accordance with these Internal Rules and its Recommendation on each Change Request in a Public Consultation Document.

Public Consultation - The Public Consultation starts with the publication of the Public Consultation Document on the EPC Website. Scheme Participants and Stakeholders have the opportunity to comment on the Change Requests and related SEMWG Recommendations described in the Public Consultation Document.

Change Proposal – The SEMWG formulates a Change Proposal based on the outcome of the Public Consultation on the Change Requests and the related SEMWG Recommendations.

Where the Change Request proposes to modify the Rulebooks and any related documentation, a Change Proposal shall include a mark-up of the Rulebooks and any related documentation to show the proposed amendments to be made to the Rulebooks and related documentation when the change would be implemented.

Change Proposal Submission Document - The SEMWG makes the Change Proposal Submission Document which is a consolidation of the Change Requests, the related non-confidential comments received from the contributors during the Public Consultation and the related Change Proposals.

The Change Proposal Submission Document also indicates that each stage of the change management process has been completed.

4.1.3 Role of SMB and Scheme Evolution and Maintenance Working Group

The management and evolution function of SEPA Scheme Management shall be performed by the SMB supported by the SEMWG.

The SMB shall formulate proposals to and interact with stakeholders and end-users on the evolution of the SEPA Schemes and implement changes, taking into account the overall strategy and policy goals of SEPA and the EPC, identifying key needs and finding appropriate solutions.

The SMB shall be supported by the SEMWG. The SEMWG is the co-ordination and administration body for change management whose role involves liaising with Initiators, reviewing Change Requests, formulating Change Proposals and guiding these through the change management process. The SEMWG shall operate in accordance with its terms of reference. The Chair of the SEMWG, who may or may not be a member of the SMB, shall be invited to attend all SMB meetings.

4.1.4 Submission of Change Requests to the Secretariat

A Change Request as described in section 4.1.2 shall be submitted to the Secretariat in accordance with the rules set out in this section. Change Requests shall be submitted in all cases in accordance with a format which will be published for this purpose on the EPC website.

The Initiator needs to substantiate the interests it represents (e.g., a specific institution, an association of institutions at national or at SEPA-level) in order that the SEMWG and any contributor during the Public Consultation can understand the potential impact of the change request on the concerned Scheme Participant or stakeholder.

It is recommended that different individuals or organisations representing as a whole a specific stakeholder community at national and/or at SEPA level through e.g., an association or a representative body, agree first on a **joint** Change Request on that stakeholder community level and then submit it to the Secretariat. Such a joint Change Request will ease the Change Request review process for the SEMWG prior to the Public Consultation and for the contributors when analysing the Change Requests during the Public Consultation.

It is recommended that the Initiator supports the Change Request, where appropriate, with an impact analysis (set out in chapter 5 of these Internal Rules). Such an impact analysis emphasizes the merits of the Change Request and can influence the formulation of the SEMWG Recommendation on the Change Request prior to the start of the Public Consultation and the opinion of the contributors when analysing the Change Requests during the Public Consultation.

4.1.5 Acknowledgement of Receipt of a Change Request

The Secretariat shall acknowledge receipt of the Change Request to the Initiator within 21 Calendar Days of receiving the Change Request. An acknowledgement of receipt does not imply that a Change Request has been accepted but only that the Change Request has been received.

4.1.6 Consideration of a Change Request

The SEMWG shall analyse (a) whether the change as suggested in a Change Request falls within the scope of the Scheme and (b) whether the change proposed by the Change Request is a Minor Change or a Major Change.

In respect of (a), as part of this analysis, the SEMWG shall consider the change proposed by a Change Request in accordance with the following broad criteria:

- the change presents a case for wide SEPA market-acceptance;
- the change is sufficiently concrete
- the change is feasible to implement; and
- the change must not compromise SEPA-wide interoperability of the Schemes or the integrity of the Schemes.

In respect of (b), the SEMWG shall assess whether a Change Request proposing a change can be defined as a Minor Change or a Major Change.

A Minor Change is a change of an uncontroversial and usually technical nature that facilitates the comprehension and use of the Rulebooks. Clarifications of existing rules shall not be deemed to affect the substance of the Rulebooks or the Schemes and will therefore be a Minor Change. Examples of such changes include corrections of spelling mistakes, grammatical corrections, or minor adjustments to technical standards in the Rulebooks to take account of upgrades. More information about the process for Minor Changes are set out in section 4.3 of these Internal Rules.

A Major Change by contrast is a change that affects or proposes to alter the substance of the Rulebooks and the Schemes. Examples of such changes include the addition or development of new technical standards, proposals for new services to be offered in the Schemes, or changes affecting policy. Any change to chapters 5 and 6 of the Rulebooks shall always be a Major Change. Changes that are classified as Major Changes are approved through detailed consultation, as set out in section 4.2 of these Internal Rules.

Any change to the Internal Rules shall not be counted as Minor Change. Such Change Requests shall be submitted first to the EPC Legal Support Group (LSG) for its advice. The Change Request and the related LSG advice are then presented to the SMB for a first assessment unless the Change Request was initiated by the SMB itself. Any decision to integrate or not to integrate a Change Request for change to the Internal Rules into the Public Consultation Document must be endorsed by both the SMB and the EPC Board.

4.1.7 Publication of Change Requests

All Change Requests that comply with the published EPC template for Change Requests and with the section 4.1.4 of these Internal Rules shall be submitted for Public Consultation. The SEMWG shall provide the Initiator with a written response before the start of the Public Consultation indicating the reasons in the event that a Change Request cannot be considered for the Public Consultation.

4.2 Process for Major Rulebook Changes

4.2.1 Preparation of SEMWG Recommendation

Once a Change Request from the Initiator has been classified as a Major Change by the SEMWG, the SEMWG is responsible for analysing in detail the submitted Change Request (and if provided the related impact analysis) and for preparing its Recommendation for the Public Consultation.

The analysis of the SEMWG will also indicate if the Change Request meets the criteria set out in section 4.1.6 of these Internal Rules. The SEMWG may ask the Initiator to provide an impact analysis to demonstrate the potential of the Change Request.

The SEMWG will determine whether any Change Request which includes a request for expedited implementation in accordance with section 4.2.7 of these Internal Rules on grounds that the proposed change constitutes a non-operational change, does indeed qualify as such. If the SEMWG is satisfied that a Change Request would have no operational impact on Scheme Participants and that it is suitable for an expedited implementation, the SEMWG will make a recommendation to the SMB that the Change Request is implemented as a non-operational change in accordance with section 4.2.7.

Where the change as presented in the Change Request proposes to modify the Rulebooks and any related documentation, the SEMWG recommendation on the basis of the Change Request shall also show the likely amendments to be made to the Rulebooks and related documentation in case of implementing the proposed change.

The SEMWG shall make all reasonable efforts to complete the analysis and its recommendation for each Change Request in a timely manner. Each Change Request will be given one of the SEMWG Recommendation options below:

a. The change is **already provided for** in the Scheme: no action is necessary for the EPC

b. The change **should be incorporated into the Scheme**: the Change Request becomes part of the Scheme and the Rulebook is amended accordingly

c. The change **should be included in the Scheme** as an **optional feature:**

- The new feature is optional and the Rulebook will be amended accordingly
- Each Scheme Participant may decide to offer the feature to its customers, or not

d. The change is not considered fit for SEPA wide use and could be taken up as an additional optional service (AOS) by interested communities

- The proposed new feature is not included in the Rulebook or in the Implementation Guidelines released by the EPC with regard to the Rulebook
- The development of AOS is out of scope of the EPC. The EPC does however publish declared AOS arrangements on the EPC Website for information
- The EPC may consider the inclusion of AOS arrangements, if supported by a sufficient number of communities, in a future version of the Rulebook

e. The change **cannot be part** of the Scheme

- It is technically impossible or otherwise not feasible (to be explained on a case by case basis)
- It is out of scope of the Scheme
- It does not comply with the SEPA Regulation or any other relevant EU or Belgian legislation

The SEMWG will share the Public Consultation Document containing the Change Requests and the related SEMWG recommendations with the SMB, the Scheme End-User Forum (SEUF) and the EPC Scheme Technical Forum (ESTF) prior to the start of the Public Consultation on the Change Requests.

4.2.2 Dialogue with the Initiator

In the course of developing its recommendation on the Change Request, the SEMWG may consult with the Initiator for clarification purposes. To that end the SEMWG can invite the Initiator to present its Change Request(s).

The Initiator can also ask the Secretariat to present its Change Request in further detail to the SEMWG.

4.2.3 Public Consultation on Change Request

Once the SEMWG has concluded on its recommendations related to each Change Request, the SEMWG shall begin the process of consulting Scheme Participants and stakeholders including end users and service suppliers on the submitted Change Requests, via a Public Consultation. The Public Consultation shall start with the publication of the Public Consultation Document on the EPC Website.

The SEMWG shall aim to conclude the Public Consultations after 90 Calendar Days of publication of the Public Consultation Document on the EPC Website.

Scheme Participants

PSP communities are requested to ask their members which are Participants to the Schemes whether they support or not the Change Request or the related SEMWG Recommendation. Each PSP community then notifies the SEMWG of the outcome of such a consultation with its members. Scheme Participants, through their PSP communities, may provide comments on the Change Requests to the SEMWG.

Such community feedback is essential to determine whether a Change Request is supported by a majority of the responding Scheme Participants from that PSP community. It is a valuable contribution for the SMB during its deliberations to accept or not a Change Proposal (reference is made to section 4.2.5 of these Internal Rules).

End-user and suppliers

End-users and suppliers can give contributions through the SEUF and the ESTF as described under section 4.4 of these Internal Rules.

4.2.4 Process following Public Consultation

The SEMWG shall collect and analyse the support for each Change Request and the comments received from all Scheme Participants and stakeholders and shall develop its Change Proposals based on the comments received from the Public Consultation.

A Change Proposal as developed by the SEMWG may bring together more than one change, developed from one or more Change Requests.

The SEMWG will consolidate the Change Proposals, along with each Change Request and the related non-confidential comments received from the contributors during the Public Consultation, in the Change Proposal Submission Document.

The Change Proposal Submission Document shall indicate that each stage of the change management process, from initiation to consultation, has been properly completed in respect of the Change Request submitted.

The Change Proposal Submission Document is then submitted to the SMB for decision-making purposes in accordance with section 4.2.5 of these Internal Rules, and to the SEUF and the ESTF. The SEUF and the ESTF formulate their respective positions as described in section 4.4 of these Internal Rules and address them to the SMB for its final deliberations in accordance with section 4.2.5.

4.2.5 SMB Deliberations on the SEMWG Change Proposal Submission Document and on the Positions from the EPC Stakeholder Fora

The SMB deliberates on the Change Proposal Submission Document from the SEMWG and the position documents from the SEUF and the ESTF. The SMB shall finally determine whether or not to accept a Change Proposal after consideration of the position from the EPC Stakeholder Fora in accordance with section 4.4 of these Internal Rules.

If the SMB considers that the Change Proposal could be of strategic relevance to the EPC, for example when the Change Proposal relates to the geographic scope of the SEPA Schemes or to the Change release process and cycle itself, the Change Proposal shall be submitted for endorsement to the EPC Board, without which it could not be accepted by the SMB.

4.2.6 Publication

The Change Proposal Submission Document submitted to the SMB shall be published on the EPC Website along with the decision of the SMB on each Change Proposal. The SEMWG shall publish all Change Requests and Change Proposals, irrespective of whether the change has been accepted or rejected at the SMB.

4.2.7 Change Release Process Cycle

The SMB shall launch a Change Release Process at a minimum every two years but may at its discretion decide on a shorter cycle. This will ensure that Scheme Participants and stakeholders have sufficient time to gain sufficient experience with the respective changes of the last change cycle. This should further ensure Scheme stability for all actors.

In order to ensure that the Schemes are not disrupted by the rapid implementation of numerous Change Proposals in a short space of time, it shall not be possible for the SMB to approve more than 1 Change Proposal Submission Document in any year, except in exceptional circumstances (see sections 4.2.8 and 4.2.9 of the Internal Rules).

The EPC may only implement a Change Proposal, as approved by the SMB, at the earliest 6 months after the date on which the Change Proposal is published on the EPC Website in accordance with section 4.2.6. In respect of complex changes, the EPC may specify a longer period of notice before implementing a Change Proposal.

The EPC may implement a Change Proposal on shorter notice where the change proposed pertains to any section of these Internal Rules. Changes proposed to any section of these Internal Rules shall take effect on a date to be determined by the SMB but not earlier than 30 calendar days after SMB approval.

A change which has been designated by the SMB as a non-operational change suitable for expedited implementation under section 4.2.1 of these Internal Rules may be implemented at a date earlier than 6 months after the date on which the Change Proposal is published on the EPC Website. Such date will be determined by the SMB on a case by case basis following consideration of a recommendation from the SEMWG.

4.2.8 Exceptional Change

In exceptional circumstances, the SMB can approve the urgent implementation of a Change Proposal only in cases whereby the failure to implement a change may result in a disruption to the Schemes or to users of the Schemes (e.g., material mistakes or significant flaws in the Scheme are reported).

The SEMWG shall prepare, in close cooperation with the LSG, an Exceptional Change Proposal Submission Document for submission to the SMB alongside the Exceptional Change Proposal. The SEUF and the ESTF will provide their respective position documents on the Exceptional Change Proposal to the SMB.

The SMB shall determine whether or not to accept the Exceptional Change Proposal.

An Exceptional Change Proposal that has been considered by the SMB shall be published on the EPC Website together with the Exceptional Change Proposal Submission Document and the decision of the SMB.

The EPC may implement an Exceptional Change Proposal, as approved by the SMB, at the earliest from the business day following the date on which the Exceptional Change Proposal is published on the EPC Website. Such date will be determined by the SMB on a case by case basis.

4.2.9 Change for Regulatory Reasons

The creation of or amendments to relevant rules and regulations (including the technical requirements set out in the Annex to the SEPA Regulation as amended by the European Commission from time to time) might necessitate the urgent alignment of the Schemes with such rules and regulations.

In such case the SEMWG, in close collaboration with the LSG, will prepare a Regulatory Change Proposal. This will be done as soon as reasonably possible, in light of the date on which the new or amended rules and regulations will enter into force.

The SEMWG shall complete a Regulatory Change Proposal Submission Document for submission to the SMB alongside the Regulatory Change Proposal. The Regulatory Change Proposal Submission Document shall specify that the change proposed relates to a mandatory rule of law, and the reasons why the regular change management process could not be followed.

The SMB shall determine whether or not to accept the Regulatory Change Proposal.

A Regulatory Change Proposal that has been considered by the SMB shall be published on the EPC Website together with the Regulatory Change Proposal Submission Document and the decision of the SMB.

The EPC may implement a Regulatory Change Proposal, as approved by the SMB, at the earliest from the business day following the date on which the Regulatory Change Proposal is published on the EPC Website. Such date will be determined by the SMB on a case by case basis following consideration of a recommendation from the SEMWG and the LSG.

4.3 Process for Minor Rulebook Changes

The SEMWG shall notify the list of Minor Changes within the Public Consultation Document used for Major Rulebook Changes (see section 4.2.3 of these Internal Rules).

As Minor Changes do not affect the substance of the Rulebooks or the Schemes, the contributors taking part in the Public Consultation are not requested to provide comments to these Minor Changes. These Changes will also be included in the SEMWG Change Proposal Submission Document (see section 4.2.4 and 4.2.5 of these Internal Rules).

In the event that the SEMWG receives extensive comments on the list of Minor Changes, where some items on the list are identified by contributors as potentially Major Changes, the SEMWG may remove the item from the List and consider re-classifying this item.

The SEMWG shall consult with the relevant Initiator(s) on the status of the item with a view to determining whether a change is a Minor or a Major Change. Following such a consideration, the change may be re-classified as a Major Change and to be approved through the approval process for Major Changes, as set out in these Internal Rules.

4.4 EPC Stakeholder Fora

The SMB shall consider the position documents from the EPC Stakeholder Fora on a Change Request and on the relevant Change Proposal during the change management process. End-users and suppliers shall have an opportunity to present their views through stakeholder fora. The change management process shall aim to capture a range of stakeholder opinions in SEPA.

Scheme End-User Forum (SEUF)

The SEUF is established in order to cater for a thorough consultation of end-user representative associations for advice to the SMB on the evolution of the Schemes.

The SEUF shall represent a wide cross-section of interest groups at the European level, including consumers, large users and small and medium sized enterprises. This stakeholder forum shall operate in accordance with terms of reference concluded with the SMB.

The SMB shall request through a public call for SEUF candidates, properly established, representative European end-user associations or major pan-European end-users with presence in multiple countries to nominate a representative(s) to the SEUF (one member per eligible stakeholder association or end-user at the European level). The representative(s) nominated by such groups, together with up to five SEMWG members (including its Chair), shall form the SEUF.

It is open for organisations nominating a representative to withdraw a member from this forum at any stage and replace this member with another representative. However, to encourage continuity in the work of the forum, the forum should aim, as far as reasonably possible to have a stable and committed membership.

The SMB shall have discretion in deciding whether a stakeholder group at the European level is sufficiently established to qualify as a nominating stakeholder group.

The SEUF will meet at least twice per year to reflect on the maintenance and evolution of the Schemes.

The SEUF has no decision making power but is a consultative body to the SMB.

The SEUF is invited to provide its consolidated comments in a position document on the Change Requests and on the related Change Proposals outlined in the Change Proposal Submission Document. This position document will be communicated to the SMB.

EPC Scheme Technical Forum (ESTF)

In addition to consulting Scheme Participants and Scheme end-users, the SMB shall facilitate the establishment of a stakeholder forum for various types of technology and service providers including Clearing and Settlement Mechanisms (CSMs) in SEPA.

The ESTF is established for consultation and advice to the SMB, and for the provision of relevant Scheme related information to technical players.

The SMB shall request through a public call for ESTF candidates, properly established, representative European technical player associations or major technical players with presence in multiple countries to nominate a representative(s) to the ESTF (one member per eligible association or player). The representative(s) nominated by such groups, together with up to five SEMWG members (including its Chair), shall form the ESTF.

It is open for organisations nominating a representative to withdraw a member from this forum at any stage and replace this member with another representative. However, to encourage continuity in the work of the forum, the forum should aim, as far as reasonably possible to have a stable and committed membership.

The SMB shall have complete discretion in deciding whether a stakeholder group at the European level is sufficiently established to qualify as a nominating stakeholder group.

The ESTF will meet at least twice per year to be informed and provide advice on the management and evolution of the Schemes.

The ESTF is invited to provide its consolidated comments in a position document on the Change Requests and on the related Change Proposals outlined in the Change Proposal Submission Document. This position document will be communicated to the SMB.

5 Appendix 1 – Impact Analysis

5.1.1 Impact Analysis ("IA") - Introduction

An IA evaluates the impact of a Change Request together with a practical assessment of its benefit for the industry, including the Scheme Participants, the end-user, and the society as a whole.

5.1.2 IA - Analytical Parameters

An IA shall illustrate the following:

- The impact for the industry, including Scheme Participants and suppliers of payments technology and infrastructure including costs and benefits;
- The impact on the relationships PSP-to-customer, inter-PSP and customer-to-PSP and, where appropriate, other parties involved in the payment; and
- The impact for end-users and for SEPA as a whole, showing where the impact of the Change Request will be felt across the different areas of the SEPA payments environment.

Impact for Industry

An IA should clearly show all the consequences that would result when implementing a Change Request.

The benefits for industry shall be determined mainly by the added value of a new service to the end-users, or by the added value to the existing service provided to the end-users. Accordingly, the IA shall include information on the likely end-user uptake of the Change Request by including results of any surveys, research or projections.

Benefits for End-Users and SEPA

The IA shall consider the wide benefit accruing to end-users and to society as a whole as part of any analysis.

The wider social benefits of a Change Request may be seen in the benefits it holds for technological innovation, faster service delivery or financial stabilisation.

5.1.3 IA - Results

An IA outlines the financial and non-financial effects of the Change Request for Scheme Participants, end-users and suppliers.

The IA or the Change Request itself shall set out the efforts for upgrading technology and infrastructure to deal with the change together with an analysis of the general risks that may impact on the implementation of the new changes.

If an IA shows that the benefits do not justify the efforts involved, it is expected that this will lead to the rejection by the SMB of the Change Request and the related Change Proposal.

In some cases, where the IA shows that the change would be positive for end-users but costly for the industry, this analysis is likely to contribute to a debate at the level of end-users, suppliers and the SMB. Such a debate may focus on the funding arrangements necessary for re-distributing the costs involved. In such cases, the SMB shall exercise its discretion in determining the feasibility of changes while taking into account the views expressed in the consultation process (e.g., Public Consultation, position documents from the SEUF and the ESTF).

6 Appendix 2 - Conflicts of Interest

6.1 Rules for Managing Conflicts of Interest

6.1.1 General Principles

A member of the SMB may be faced with a situation where the duties owed by him or her under these Internal Rules conflict in some way with another interest, duty or consideration of the member.

A member of the SMB must be alert to such conflicts of interest, or potential conflicts of interest arising in the course of his or her engagement with the SMB.

In order to ensure that the Schemes are administered in accordance with the highest standards of fairness and transparency, a member of the SMB must monitor any conflicts of interest arising or potentially arising in the course of his or her office.

On appointment, each Independent Member of the SMB must supply the NGC with a written list of issues that create or that may create a conflict of interest in the course of his or her office. If a new issue which could create a conflict of interest would arise in the course of a member's appointment to the SMB, that member will, without delay, inform the NGC accordingly.

A member of the SMB shall be expected to declare any actual or potential conflicts of interests at the start of any meeting involving the SMB. A note of such a declaration must be retained in accordance with section 6.1.2 below.

Any member of the SMB may inform an appropriate person like the Chair that he or she feels that a member of the SMB or the SMB as a whole is subject to a conflict of interest, or that a conflict of interest might reasonably be expected to arise. In such cases, the Chair shall act in an appropriate manner to ensure that the conflict of interest is managed effectively and transparently. Where the Chair is subject to a conflict of interest, he or she may nominate another person within the SMB to manage the conflict on his or her behalf. Where all the members of a body are subject to a conflict of interest, the body must request the NGC to take appropriate action.

Where a conflict exists or where one might reasonably be expected to arise, the member must declare the conflict and the Chair, acting together with other members of the SMB shall decide whether a conflict does indeed exist and how such a conflict should be managed. Where a conflict of interest is deemed to exist or where one might reasonably be expected to arise, the Chair, acting together with the other members of the SMB, must determine whether the affected member should refrain from voting on the relevant issue before him or her.

6.1.2 Record Keeping

The SMB shall keep a record of each case where a conflict of interest has arisen or where one has been likely to arise, together with the action taken by the relevant member or body to manage the conflict.

The SMB shall also record cases where a conflict of interest was suspected but where, after analysis, such a conflict was deemed not to have arisen.

Such records shall be open to inspection by the EPC and to such other persons as the SMB may consider appropriate.

6.1.3 Field of Application

The provisions of this Appendix 2 on conflicts of interest shall apply mutatis mutandis to the members of the CAC and to the members of the Appeals Committee.

7 Appendix 3 - Scheme Management Cost Allocation

7.1 Scheme participation fee

The EPC may set an annual Scheme participation fee to recover the costs related to the Scheme Management function performed by the EPC and the Scheme Management governance bodies.

These fees may be levied at the individual Scheme Participant level, or at group level, for those Scheme Participants which are part of a 'group' as defined in the Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (the EMIR Regulation) as amended from time to time, or for those Scheme Participants located in a country outside the European Economic Area and within the geographical scope of the Schemes, which are part of a group meeting substantially equivalent requirements as referred to in the definition of a 'group' in the EMIR Regulation.

The applicable fees will be fixed in a fair, reasonable and non-discriminatory way by the EPC Board upon a proposal submitted by the SMB based on the fee setting mechanism approved by the EPC Board upon recommendation by the SMB, and will be made public on the EPC Website.

By derogation of the above fee setting process, the first annual participation fee will be set in accordance with principles and parameters agreed by the EPC Plenary in December 2014 on the basis of a recommendation by the EPC's Coordination Committee and will be made public on the EPC Website.

7.2 Main cost types in a dispute resolution procedure

Three types of costs are identified:

- Administrative costs, incurred by the EPC for administering and monitoring the relevant proceedings (including all disbursements in connection with a particular case, for example, postage, international courier services, telephone, faxes, copies, etc.);
- Legal fees and expenses, incurred by the EPC including costs for travel, lodging and clerical assistance; and
- Litigation or dispute resolution costs incurred by the parties in question, including fees and expenses of any lawyers engaged, as well as amounts incurred on the presentation and preparation of the case.

7.3 Rationale for dispute resolution cost recovery mechanism

The rationale for the dispute resolution cost recovery mechanism centres on a non-refundable administrative fee. This centres on the position that the individual Scheme Participants benefiting from the Scheme Management conciliation, complaint and appeal activities should be responsible for the costs arising from them (in whole or in part). In addition, given the EPC's core activity is to develop and design payment schemes and frameworks to realise SEPA, it would be unfair for the EPC membership to subsidise the Scheme Management conciliation, complaint and appeal proceedings.

Moreover, there are some initial administrative and handling costs involved in the various stages of the conciliation, complaint and appeal activity. These should be recoverable from the Scheme Participants either requesting or affected by the conciliation, complaint and appeal proceedings.

It is therefore appropriate for the filing Scheme Participant to pay to the EPC a flat fee to cover these costs as an 'upfront fee' for such activities. Such a fee is recoverable from the other Scheme Participant involved in the action if the Scheme Participant initiating the procedure is successful at the end of the proceedings.

In addition, any relevant non-administrative EPC costs incurred during the course of the proceedings shall be recovered from the losing party.

7.4 Level of the non-refundable administrative fee for dispute resolution

As a non-profit organisation, the EPC ensures that there is no material 'profit' mark-up resulting in a material gain for the EPC when setting the non-refundable administrative fee.

The upfront fee payable to the EPC per single conciliation, complaint and appeal case by the concerned Scheme Participant initiating the proceeding is estimated to be as at [8 October 2014]:

- Conciliation: 2.000 EUR
- Complaint: 2.000 EUR
- Appeal: 3.000 EUR

The level of these fees will be regularly reviewed by the SMB and the EPC Board.

8 Terms Defined in the Internal Rules

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

Term	Definition
Additional Optional Services	Complementary features and services based on the Schemes, as described in more detail in the Rulebooks.
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Scheme Participant. The agreement is found at Annex 1 of the Rulebooks.
Admission Date	A date specified for admission to one or both of the Schemes for a group of successful applicants.
Affected Participant	A Scheme Participant that is subject to proceedings before the CAC in accordance with section 3.4 of these Internal Rules.
Business Identifier Code (BIC)	An 8 or 11 character ISO code assigned by SWIFT and used to identify a financial institution in financial transactions (ISO 9362).
BIC	*See 'Business Identifier Code'.*
Business Day	A day on which PSPs in the relevant jurisdiction are generally open for business with customers.
Calendar Day	A Calendar Day means any day of the year
Chair	Chair refers to the Chair of the SMB
Change Proposal	A Change Proposal is formulated by the SEMWG on the basis of the Initiator's Change Request. A Change Proposal should take into account any impact analysis that may be submitted together with the Change Request, and any other details in relation to the change proposed. Where the change proposed in the Change Request modifies the Rulebooks or related documentation, a Change Proposal shall include a mark-up of the Rulebooks and related documentation to show the amendments required to be made to the Rulebooks and related documentation as a result of the change proposed.
Change Proposal Submission Document	Is a consolidation of the Change Requests, the related non-confidential comments received from the contributors during the Public Consultation and the related Change Proposals. The document is prepared by the SEMWG and certifies that each stage of the change management process has been properly completed.

Term	Definition
Change Request	A Change Request means any concrete and comprehensible proposal for making a change to the Schemes which is to be presented along with a substantiated reasoning. A Change Request may be devised by any individual or organisation that is able to claim a legitimate interest in this change management process (the "Initiator") and then submitted to the Secretariat in accordance with the procedures set out in these Internal Rules.
Commencement Date	The date on which the EPC resolves to commence operation of the Scheme in accordance with section 5.1 of the Rulebooks.
CSMs	Clearing and Settlement Mechanisms
Customer Banking Business Day	A Customer Banking Business Day is a day on which PSPs in the relevant jurisdiction are generally open for business with customers.
EBA	European Banking Association
ECSA	European Credit Sector Association
EPC	The European Payments Council
EPC Charter	The Charter of the European Payments Council dated 18 June 2004, as amended from time to time.
ESTF	EPC Scheme Technical Forum
EU	The European Union
Event of Default	Each event indicating that a Scheme Participant is no longer able to pay its debts as they fall due, becomes or became insolvent or has ceased to exist (each an Event of Default), including but not limited to the failure of a Scheme Participant to pay the fees mentioned in section 1.4 of these Internal Rules.
IA	Impact Analysis
Independent Member	An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Scheme Participant or its PSP communities, service providers or a payment services user group or user association.
Initiator	Any individual or organisation submitting a Change Request
Internal Rules	These are the internal rules for Scheme Management set out in this document, as amended from time to time.

Term	Definition
List of Minor Changes	As defined in section 4.3 of these Internal Rules
LSG	EPC Legal Support Group
Major Change	As defined in section 4.1.6 of these Internal Rules
Minor Change	As defined in section 4.1.6 of these Internal Rules
NASO	National Adherence Support Organisation, as explained in section 3.2.3 of these Internal Rules.
National Community	The Scheme Participants from one and the same country.
NGC	Nominating and Governance Committee
Payment Services Directive	The EU Directive on payment services in the internal market, and any revision thereof.
PSP	Payment Service Provider
Scheme	Each of the SEPA Direct Debit Scheme and the SEPA Credit Transfer Scheme
Scheme Participant	Is an entity that has adhered to one or more EPC SEPA Schemes in any capacity.
Scheme Participants Assembly	The Scheme Participants Assembly is composed of all EPC Scheme Participants (who can be represented), gathering via electronic means.
Secretariat	The EPC Secretariat
SEMWG	Scheme Evolution and Maintenance Working Group
SEPA	SEPA is the area where citizens, companies and other economic actors are able to make and receive payments in euro within Europe. SEPA comprises the countries listed in the official EPC list of SEPA countries as published by the EPC from time to time.
SEPA Credit Transfer Scheme	The SEPA Credit Transfer Scheme is the payments scheme for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook.
SEPA Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme, as amended from time to time.
SEPA Core Direct Debit Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Core Direct Debit Scheme, as amended from time to time.
SEPA Business to Business Direct Debit Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Business to Business Direct Debit Scheme, as amended from time to time.

Term	Definition
SEPA Regulation	Regulation (EU) No 260/2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009
SEPA Scheme	A SEPA payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument agreed at an inter-PSP level in a competitive environment.
SEPA Scheme Management	SEPA Scheme Management denotes the governance, development and compliance mechanisms in relation to a SEPA Scheme.
SMB	Scheme Management Board
SEUF	Scheme End-User Forum
Suggestion	A Suggestion is an idea for change to the Schemes, proposed to the SEMWG.
Unresolved Issue	Any dispute in relation to one or both of the Rulebooks.

ANNEX V MAJOR DIFFERENCES BETWEEN THE SEPA CORE DIRECT DEBIT SCHEME AND THE SEPA B2B DIRECT DEBIT SCHEME

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE RULEBOOK FOR INFORMATION PURPOSES ONLY

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

This annex gives an overview of the major differences between the Core Scheme and the B2B Scheme. It does not reflect all the detailed differences in the rules between the two Rulebooks. This annex does not take precedence over the content of either of the Rulebooks.

Aspect	Core Scheme	B2B Scheme
1. On the refund right of the Debtor		
1.1 Refund right for an authorised Collection	The Debtor is entitled to obtain a refund of an authorised Collection by request to the Debtor Bank during a period of eight weeks after being debited.	The Debtor is **not** entitled to obtain a refund of an authorised Collection.
1.2 Refund right for an unauthorised Collection	The Debtor is entitled to obtain a refund of an unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited.	The Debtor is entitled to obtain a refund of an Unauthorised Collection by request to the Debtor Bank during a period of thirteen months after being debited, when he considers that the Collection is not covered by a Mandate.
1.3 The Debtor Bank may recover the refund paid to the Debtor from the Creditor Bank	The Debtor Bank is allowed to act as such.	The Debtor Bank is not allowed to recover the refund paid to the Debtor from the Creditor Bank
1.4 The Creditor Bank may recover the refund settled with the Debtor bank from the Creditor	The Creditor bank is allowed to act as such	Out of scope of the Scheme as the refund right of the Debtor only applies to the relation between the Debtor and the Debtor Bank.
2. The time-line of the Collections		
2.1 Refusal of a Collection	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal may be handled prior to inter-bank settlement generating a Reject, or after Settlement generating a Return.	The Debtor may, before Settlement, initiate a Refusal, requesting the Debtor Bank not to pay a Collection. This Refusal must be handled prior to inter-bank settlement generating a Reject, or after Settlement, by preference on due date, generating a Return.
2.2 The latest date for the Debtor bank receiving the Collections	Any Collection must be received at the latest **one** Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before Due Date.	Any Collection must be received at the latest **one** Inter-Bank Business Day before Due Date and not earlier than 14 Calendar Days before Due Date.

2.3 The latest date for the Return of a Collection	The latest date for Settlement of the Return of a Collection is **five** Inter-Bank Business Days after the Settlement Date of the Collection.	The latest date for Settlement of the Return of a Collection is **three** Inter-Bank Business Days after the Settlement Date of the Collection.
3. Checking by the Debtor Bank		
3.1 Obligations to check	For each Collection presented, the Debtor Bank must debit the Debtor's account if the account status allows this. It may also choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	Due to the absence of the refund right and the potential large amounts involved, the Debtor Bank is obliged to obtain the confirmation from the Debtor on the B2B Mandate data received as part of the Collection presented, before debiting the Debtor's account.
3.2 Obligation to store instructions	The Debtor Bank may choose to offer AOS to its Debtors, but it is not obliged to do so by the Scheme.	In order to execute this checking, the Debtor Bank must store the Mandate data confirmed by the Debtor and the related instructions given by the Debtor, in order to use these data and the related instructions for the checking of each successive collection presented.
3.3 Need to inform the Debtor Bank on Mandate cancellations	No Scheme rule present	The cancellation of the Mandate is carried out between the Creditor and the Debtor. The Debtor Bank must include in the B2B conditions with its Business Customers the obligation for the Debtor to inform the Debtor Bank about the cancellation of a Mandate, so that the Debtor Bank can update its stored instructions for rejecting unauthorised collections.
4. Access for Debtors to the Scheme		
4.1 Payment Services Directive requirements	No Payment Services Directive issues as the Scheme provides a refund right for the Debtors	In order to have access to the Scheme, Business Customers in the role of a Debtor must be allowed by the applicable national law to opt out of the Refund right defined by law

4.2 Access for Debtors	The Scheme caters for both businesses and private individuals as potential users.	The Debtor should be a non-consumer and should be allowed by the applicable national law to opt out of the Refund right defined by law.
5. Standards used		
5.1 XML standards	All datasets and attributes are identical, except: • The Scheme identification code (=Core) • References in the Rulebook to refunds.	All datasets and attributes are identical, except: • The Scheme identification code (=B2B) • Most of the references in the Rulebook to refunds are removed.
5.2 References to PR, PT, DS and AT elements	The same element is identified with the same identification number as in the other Rulebook	The same element is identified with the same identification number as in the other Rulebook

ANNEX VI INQUIRY PROCEDURE FOR THE DETERMINATION OF ERRONEOUS SCHEME TRANSACTIONS

Introduction

This document describes an inter-bank "Inquiry Procedure" in the **B2B Scheme** that can be used by the Debtor Bank upon receipt of a refund Request by the Debtor. The procedure will require the Creditor Bank to support the Debtor Bank in the investigation of such refund request. If the Creditor Bank finds elements of proof that the refund request was the result of its own errors or those of its Creditor client, the Inquiry Procedure may lead to a reimbursement of the Debtor Bank by the Creditor Bank.

The Inquiry Procedure is not an 'automatic' refund procedure. The procedure does not guarantee that the inquiry procedure will be followed by a Settlement for the refund of the inquired Collection by the Creditor Bank.

The B2B SDD Scheme excludes the right of refund for authorised transactions. On the other hand unauthorised transactions should not occur, due to the requirement for the Debtor Bank to check the existence of a B2B mandate. It is therefore expected that the use of the Inquiry Procedure will be restricted to exceptional cases.

In case a dispute arises between the Creditor Bank and the Debtor Bank which cannot be solved bilaterally, Scheme Participants may escalate the case to the CAC.

1 Context

The B2B Scheme differs from the SEPA Core Direct Debit Scheme ("**Core Scheme**") by:

(i) excluding the usage of the Scheme by consumers;

(ii) **excluding the Debtor's right of refund for authorised direct debit transactions and stating that refunds for unauthorised transactions fall outside the scope of the B2B Scheme**;

(iii) obliging the Debtor Bank to check the status of the Debtor as a "consumer" or "non consumer" in accordance with criteria set out in the Payment Services Directive;

(iv) requiring the Debtor Bank to check Mandate data against Collection data received before debiting the Debtor's account;

(v) requiring the Creditor Bank to submit the direct debit transactions within a D-1 timeframe (where D equals Due Date, as well as Settlement Date (in normal time frame) and Debit Date of the Debtor's Account);

(vi) and requiring the Debtor Bank to process direct debit Returns within a D+3 timeframe (where D equals Due Date, as well as Settlement Date (in normal time frame) and Debit Date of the Debtor's Account).

In view of the above, the B2B Scheme introduces additional obligations for the Debtor Bank, which has to assume responsibility for checking the status of the Debtor as well as for checking the Mandate data against the Collection data received. These obligations are part of the B2B Scheme rules to which the Debtor Bank has to adhere.

On the Creditor side, the Creditor Bank adheres to the rules specified in the B2B Scheme and implements its own risk management checks to protect the Scheme.

Due to these rules, the B2B Scheme limits the risk for the Participants. Nevertheless, situations may occur where the Debtor Bank could be at risk during 13 months after the debit date when a Debtor disputes a Collection and asks the Debtor Bank for reimbursement of Collections according to articles[13] 71, 72, 73 and 89 of the Payment Services Directive.

The purpose of this Annex is to describe these situations and to provide an "inquiry procedure" to the Participants. This procedure defines additional obligations for the Scheme Participants:

The Debtor Bank is free to initiate the Inquiry procedure for requesting information from the Creditor Bank.

The Creditor Bank must accept to execute the procedure under the Scheme rules, i.e. upon receipt of a request for information, the Creditor Bank is obliged to reply to the Debtor Bank

2 Description of the situations

Notwithstanding the requirement of the Rulebook that Creditor Banks should apply the principle of 'know your customer', and notwithstanding the ability of Debtor Banks to take appropriate measures to avoid liability for refunds, it is possible that a Creditor initiates Collections under the B2B Scheme which are incorrect and may result from:

- Fraudulent actions by the Creditor or its employees,
- Erroneous behaviour by the Creditor or its employees,
- Material errors made by the Creditor or its employees,
- Any erroneous action by the Creditor or its employees

These actions result in the presentation of Collections which are not due by the Debtor and which should not have been presented to the Debtor Bank.

As long as the mandate is applicable, such a Collection can be considered as incorrectly executed.

2.1 Debtor's dispute due to an incorrectly executed transaction (article 89[14])

When the Creditor Bank, resulting from an error made by the Creditor Bank or by the Creditor, puts in duplicate Collections for a single payment, the Debtor may obtain from the Debtor Bank a refund for the duplicate amount debited from his account. The Debtor Bank may not always be able to determine with certainty by its own means if transactions are duplicates. The Debtor Bank needs to be able to investigate on these transactions and to try to recover the amount of the duplicate transaction from the Creditor Bank. The Creditor Bank may under certain circumstances recover from the Creditor.

It seems to be impossible to provide an exhaustive definition of a duplicate Collection but the Debtor Bank could use the following as a guidance:

- When a transaction has the same Amount and the same Due Date as another transaction, it is **strongly presumed** to be a duplicate Collection.

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[13] Or the Articles 58, 59, 60 and 75 of the reference [2]

[14] Or the Article 75 of the reference [2]

- When a transaction has the same Amount as another transaction and Due Dates which are very close in time, there **could be a presumption** of duplicate Collections.

From a banking perspective, errors made by Creditors on the amount or on due date cannot result in incorrectly executed transactions by Debtor Banks because amount and due date are not part of the Mandate. Such transactions are authorised because they are executed based on a correct mandate. Therefore, they cannot be refunded in the B2B Scheme**.**

2.2 Debtor's dispute due to a fraudulent transaction

Neither the Creditor Bank, nor the Debtor Bank will be able to check before the execution that a transaction is fraudulent (in case of a valid mandate).

The Debtor may consider the transaction as fraudulent and therefore may claim a refund to the Debtor Bank.

The Debtor Bank needs to rely on an alert mechanism in case of suspicion of fraud. In that case, the Creditor Bank of a suspected fraudulent creditor needs to immediately investigate towards the Creditor.

In addition, the Creditor Bank should take care to avoid an excessive proportion of Rejects and Returns in respect of Collections in relation to a given Creditor.

3 Proposed procedure

Step 1 – Debtor Initiates a request for a refund to the Debtor Bank in case of a wrongly executed or fraudulent transaction

Description	This procedure applies for defective executed or fraudulent transactions notified by the Debtor to the Debtor Bank, based on the articles[15] 73 or 89 of the Payment Services Directive
Starting day/time	After the debit date
Duration	13 months after the debit date
Information Input	The details of the executed Collection and any supporting evidence for the claim.
Information Output	The claim with the supporting evidence.

[15] Or the Articles 60 and 75 of the reference [2]

Step 2 – The Debtor Bank launches the inquiry procedure with the Creditor Bank

Description	The Debtor Bank must examine the request received from the Debtor, and must decide to accept or to reject the request. When accepted, the Debtor Bank may contact the Creditor Bank to request information on the collection disputed by the Debtor The accepted technical channels for sending the request are the following: 1. The suitable SWIFT message as the default option 2. e-mail with formatted template 3. Fax transmission with formatted template 4. Any other means agreed between the Debtor bank and the Creditor Bank The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.
Starting day/time	After Step 1
Duration	Maximum 4 Banking Business Days between receiving the request from the Debtor and sending the request to the Creditor Bank.
Information Input	The claim with the requested information related to the executed transaction
Information output	The claim as described in DS-08 when the SWIFT message is used and in DS-09 for the use of e-mail or fax.

Step 3 – Creditor Bank investigates the request for information

Description

The Creditor Bank receives the request message from the Debtor Bank.

Depending on the situation, the Creditor Bank might be in a position to provide the requested information.

The Creditor Bank must reply to the Debtor Bank.

- Either the Creditor bank recognises that a reimbursement is justified. The Creditor Bank will agree bilaterally with the Debtor Bank how to settle the reimbursement This could be undertaken through a Reversal, a Return, a transfer of fund or any other solution.
- Or the Creditor Bank provides information as requested by the Debtor Bank and forwards proof of the correct execution of the collection.

In both cases, the Creditor Bank may decide to contact the Creditor before replying to the Debtor Bank.

Starting day/time

After Step 2.

Duration

Maximum 3 Banking Business Days if the Creditor Bank does not contact the Creditor

Maximum 10 Banking Business Days if the Creditor Bank needs to contact the Creditor

Information Input

The original request message from the Debtor Bank as described in DS-08 or in DS-09

Information Output

reimbursement or reply to the Debtor Bank by sending a message as described in DS-08 or in DS-09

Step 4 – The Creditor investigates the request for information and provides a Response.

Description

When requested by the Creditor Bank, the Creditor must investigate the request, and responds to the Creditor Bank with appropriate information.

The answer must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor. The answer must contain sufficient information to allow the Creditor Bank to respond to the Debtor Bank.

The Creditor Bank must forward the answer received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.

Starting day/time

After Step 3

Duration

Maximum 7 Banking Business Days

Information Input

The information request in a technical channel agreed with the Creditor Bank.

Information Output

The elements of proof of the correct execution

Step 5 –Debtor Bank acknowledges the reply

Description

After the receipt of the answer from the Creditor Bank, the Debtor Bank may receive from the Creditor Bank a notification of the proposed way to settle a reimbursement or a reply with information proving that the transaction was correctly executed.

The Debtor Bank may contact the CAC:

- If the Creditor Bank has not replied within 20 Banking Business Days following the request
- Or if the reply is not satisfying the Debtor Bank and bilateral discussion has not achieved a result acceptable to both parties.

Starting day/time

After Step 4.

Duration

20 Banking Business Days after the request (Step 1)

Information Input

The initial claim, the response with supporting information received from the Creditor and/or the Creditor Bank.

Step 6 – Creditor Handles the dispute on a refund for a defective executed Transaction

Description

If the Creditor does not agree with the refund claimed by the Debtor, he may have to contact the Debtor to handle the claim, outside the Scheme.

Starting day/time

After Step 4

Duration

Out of scope of the scheme

Information Input

The original request message from the Debtor Bank as described in DS-08 or in DS-09.

ANNEX VII E-MANDATES

TABLE OF CONTENTS

0 INTRODUCTION 4

1. VISION AND OBJECTIVES 5

1.3 DEFINITION AND OBJECTIVES 5

1.7 THE BUSINESS BENEFITS OF THE E-MANDATE PROCESS 5

1.7.1 Advantages for and Expectations of Creditors 5

1.7.2 Advantages for and Expectations of Debtors 5

1.7.3 Advantages for and Expectations of Participants 6

2. SCOPE OF THE SCHEME 7

2.2 CHANGES IN THE NATURE OF THE SCHEME 7

2.7 REACHABILITY 7

3. ROLES OF THE SCHEME ACTORS 8

3.1 THE ACTORS IN THE SCHEME 8

3.2 THE FOUR CORNER MODEL 8

4. BUSINESS AND OPERATIONAL RULES 10

4.1.1. The Mandate 10

4.1.2 Mandate amendments and Mandate cancellations through electronic channels offered by Creditor 13

4.2 COLLECTIONS 13

4.3 TIME-LINES FOR COLLECTIONS 14

4.5 PROCESS DESCRIPTIONS 14

4.5.2 Amendment of a Paper Mandate (PR-02) 15

4.5.3 Cancellation of a paper Mandate (PR-03) 15

4.5.4 Collection of the Direct Debit Transaction (PR-04) 15

4.5.7 Issuing of an e-Mandate (PR-07) 24

4.5.8 Amendment of an e-Mandate (PR-08) 25

4.5.9 Cancellation of the e-Mandate (PR-09) 28

4.6. DESCRIPTION OF THE PROCESS STEPS 30

4.6.6. Obtain a copy of an e-Mandate (PR-06) 30

4.6.7 Issuing the e-Mandate (PR-07) 32

4.6.8 Amendment of the e-Mandate (PR-08) 39

4.6.9 Cancellation of the e-Mandate (PR-09) 46

4.7. BUSINESS REQUIREMENTS FOR DATASETS 52

4.7.1 New Data Requirements 52

4.7.3 Changes in DS-02 - The Dematerialised Mandate 53

4.7.4 Changes in DS-03 – Customer to Bank Collection 53

4.7.5 Changes in DS-04 – The Inter-bank Collection 53

4.7.12Dataset specific for use with e-Mandates: DS-12 – The e-Mandate proposal /request message 54

4.7.13Dataset specific for use with e-Mandates: DS-13 – The validation message 54

4.8 BUSINESS REQUIREMENTS FOR ATTRIBUTES 55

4.8.1 Attributes specific for use with e-Mandates: 55

4.8.18AT-17 - The type of Mandate (paper, e-Mandate) 55

4.8.27 bis AT-29 - The message type submitted in the Debtor validation request (issuing, amendment, cancellation) 56

4.8.50 bis AT-60 – The reference of the validation made by the Debtor Bank 56

4.8.50 ter AT-61 - The result of the Debtor validation 56

5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS 57

5.3 ACCESS TO THE E-MANDATE PROCESS FEATURE 57

5.7 OBLIGATIONS OF A CREDITOR BANK 57

5.8 OBLIGATIONS OF A DEBTOR BANK 57

5.9 INDEMNITY AND LIMITATION OF LIABILITY 58

5.9.1 No-fault Reimbursement of Refunds or Returns 58

7 TERMS USED IN THIS ANNEX 59

0 Introduction

The Core Scheme has been designed to be capable of evolution to permit the development of features to satisfy future needs. Work has been undertaken to add to the Core Scheme, mandates created through the use of electronic channels (called 'e-Mandates'). Non-electronic SEPA Direct Debit mandates issued under the rules of the Core Scheme are referred to in this Annex as 'paper mandates'.

The description of the e-Mandate feature is contained in the following documents:

1. This Annex of the Core Scheme Rulebook, containing the service description of the e-Mandate solution.
2. The appropriate (ISO 20022) XML message standards for e-Mandate messages defined as a separate document [17].
3. The description of the Inter-bank transport layer standards to cover rules for issues such as guaranteed delivery, authentication, data integrity, etc., called the EPC e-Operating Model.
4. Requirements and specifications for 'EPC Approved Certification Authorities' for e-Mandate Services.

This Annex does not include rules regarding the non–payment-business aspects of e-Mandates, such as:

- a governance model and the roles/responsibilities of the service providers
- the adherence and acceptance of the service providers
- the contractual relations between the service providers and the contracting banks.

1. VISION AND OBJECTIVES

1.3 Definition and Objectives

The e-Mandate process is an optional feature complementing the Core Scheme. This process will allow Debtors and Creditors to agree on mandates in a fully electronic way. If an e-Mandate process is offered then each of the process of issuing, amendment and cancellation of e-Mandates must be possible in an electronic way and cannot be offered separately. In this process the Debtor Bank contributes to easing the process of the e-mandates service provided by the Creditor Banks to their Creditors. In addition, the Debtor Bank has an important role in the authentication of (i.e. checking the due authority of the person claiming to be) the Debtor ("validation"). This will allow the complete avoidance of paper administration in the mandate flow, while the collection process stays the same as in the existing Core Scheme. The Core Scheme provides the possibility of using a paper document as the support for making a SDD Mandate agreement between a Debtor and a Creditor. This is the traditional way of making agreements, with the overall accepted handwritten signature as a way to confirm the Debtor's agreement with the mandate content. The more and more widespread use of electronic channels, creates an environment where Creditors are requesting the use of such channels for the issuing of SDD mandates as a part of e-business, and where Debtors are willing to use such channels for signing SDD mandates. One advantage to the Creditor of receiving an e-Mandate, is that it saves the work of dematerialization and storing of a paper document.

1.7 The Business Benefits of the e-Mandate Process

1.7.1 Advantages for and Expectations of Creditors

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Creditors:

a. The solution allows fully automated end to end processing of e-Mandates, for issuing, amendment and cancellation of such mandates.
b. The e-Mandate is given in a secure way
c. The confirmation of the Debtor's right to access the account specified by him
d. The use of a standardised practice for issuing, amendment and cancellation of e-Mandates without facing local technical or organisational barriers
e. Allow automatic storage and retrieval of e-Mandate data.

1.7.2 Advantages for and Expectations of Debtors

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Debtors:

a. The Debtor avoids the inconvenience of printing, signing and mailing a paper form to the Creditor by using a full electronic process
b. The e-Mandate facility is based on secure, widely used Online Banking services of the Debtor Bank.
c. The Debtor can re-use his user experience of his Online Banking service or other electronic access channels of his Bank. No additional means are necessary.

1.7.3 Advantages for and Expectations of Participants

The inclusion of the new possibility for creation of e-Mandates brings new advantages to the Participants:

a. Debtor Banks can leverage investments already made in Online Banking infrastructure with limited adaptations

b. Debtor Banks can offer additional services to their customers in the area of e-Mandate management based on the e-Mandate related information received in an electronic way through the requested validation service

c. Debtor Banks and Creditor Banks can increase the commercial attractiveness of the Core Scheme

d. Creditor Banks can offer additional services to their customers in the area of e-Mandate management

2. Scope of the Scheme

2.2 Changes in the Nature of the Scheme

The inclusion of e-Mandates in the Scheme allows Creditors and Debtors on an optional basis to fully eliminate the paper handling of mandates. This applies to the issuing, amendment and cancellation process and for the storage obligations of the Creditor afterwards.

2.7 Reachability

The process for issuing, amendment and cancellation of e-Mandates is optional for banks being a Participant in the Core Scheme. These Participants may choose to act as Debtor Bank, as Creditor Bank, or in both roles, for offering the e-Mandate related services. Creditors are free to use this process, when offered by the Creditor Bank. Debtors are free to use this process, when offered by the Debtor Bank and by the Creditor involved in the e-Mandate to be issued.

3. Roles of the Scheme Actors

3.1 The Actors in the Scheme

The actors are the same as in the Core Scheme. The operation of the Scheme involves new parties indirectly:

- Providers of routing services: Providers offer this service, in agreement with and on behalf of Creditor Banks. The service gives Creditors access to validation services made available by Debtor Banks in respect of Debtors initiating e-Mandates through the electronic channels of Creditors. Creditor Banks may provide these routing services themselves.
- Providers of validation services: Providers offer this service in agreement with and on behalf of Debtor Banks for validation of Debtors initiating e-Mandate proposals through the electronic channels of Creditors and the routing services offered by Creditor Banks. Debtor Banks may provide these Debtor validation services themselves.

3.2 The Four Corner Model

The four corner model described in the Core Scheme Rulebook is completed with new parties - the providers of routing services and/or validation services. The lines identified by numbers refer to the relations already part of the four corner model as described in the Core SDD Rulebook.

These new parties will be bound by a number of new specific relationships:

i) As applicable, between a Creditor Bank not offering the routing service on its own and any Routing Service Provider (A). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.

ii) As applicable, between a Debtor Bank not offering the validation service on its own and any Validation Service Provider (B). The new service providers only have a contractual relation with the contracting/instructing bank. Provisions for these relationships are not governed by the Scheme.

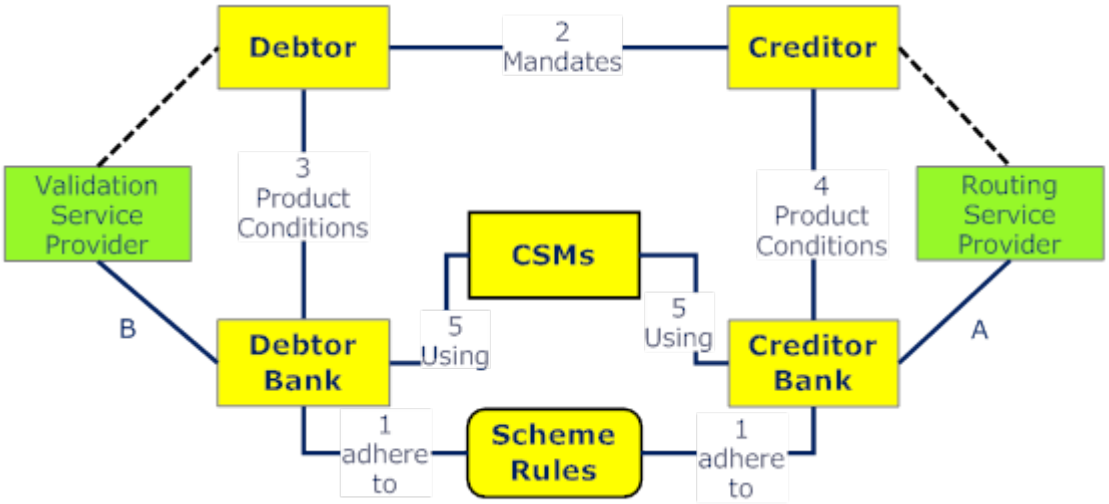

FIGURE 1: FOUR CORNER MODEL: THE ACTORS AND THE NEW PARTIES, THE SERVICE PROVIDERS

This implies that the potential damages resulting from errors in the service delivery by such a Service Provider is a risk for the Creditor Bank (in the case of the routing service) or the Debtor Bank (in the case of the validation service). It means that the Bank having such a contractual relation with a service provider, may have a claim on the service provider, but this is out of scope of the scheme.

4. Business and Operational Rules

4.1.1. The Mandate

This section completely overrules Section 4.1 of the Core Scheme Rulebook in cases where e-Mandates are used.

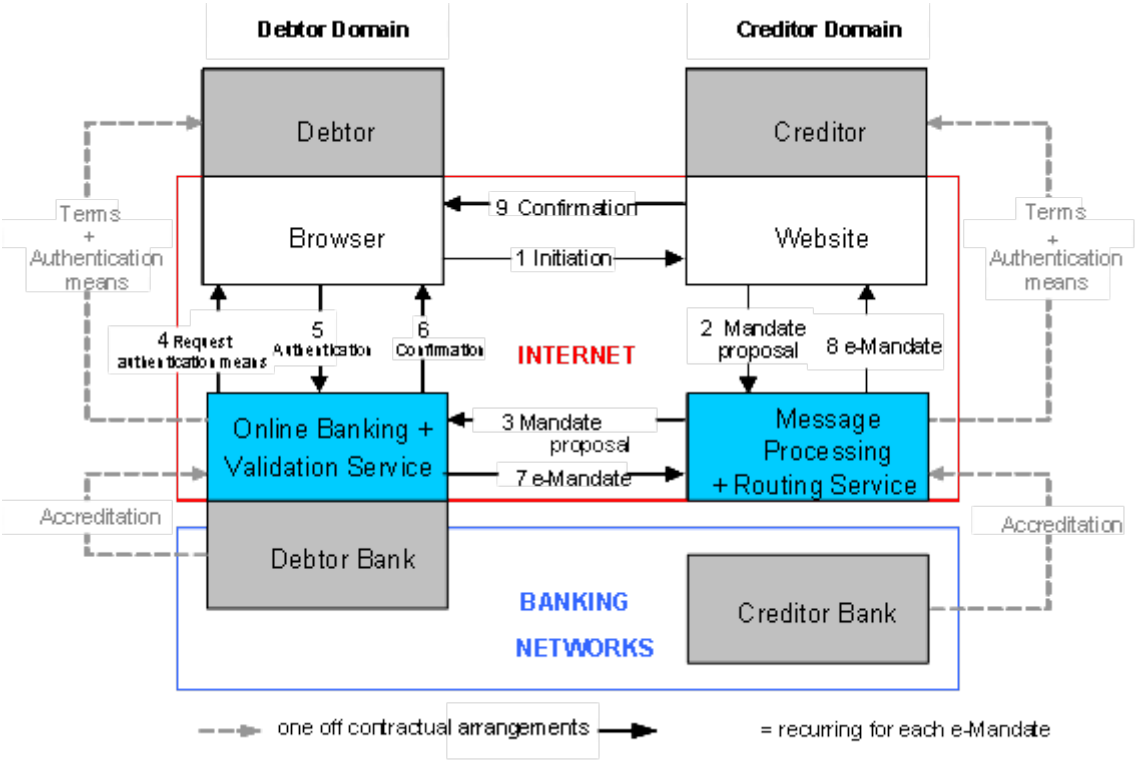

Figure 2: Operational model – e-Mandate process

The Mandate is the expression of consent and authorisation given by the Debtor to the Creditor to allow such Creditor to initiate Collections for debiting the specified Debtor's account and to allow the Debtor Bank to comply with such instructions in accordance with the Rulebook. An e-Mandate is an electronic document which is created and signed in a secure electronic manner.

This section only describes the normal process flow; deviations from the normal flow for any reason are described in sections 4.6.7 to 4.6.9 of this Annex. Complementary rules for amendment and cancellation are described in section 4.1.2 of this Annex.

For issuing an e-Mandate, the Debtor must use (1) an electronic channel offered by the Creditor for the completion of an e-Mandate proposal by entering the e-Mandate data elements required.

After approving the e-Mandate proposal, the Creditor submits (2) the e-Mandate proposal through a routing service to the validation service (3) of the Debtor Bank. The validation service has been selected by the Debtor on the Creditor's e-Mandate proposal system for the validation of the correct use of the Debtor's authentication means and the access right of the legitimate owner of the authentication means to the account specified.

After this stage, the Debtor and the Creditor are not allowed (2) to change the data of the e-Mandate proposal. If late changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor.

The routing service is supplied to the Creditor by the Creditor Bank or by one or more routing service provider(s) acting on behalf of the Creditor Bank. The Creditor and the Creditor Bank should have an agreement on the conditions for use of routing service(s).

The mandate proposal of the Debtor is routed directly by the routing service from the Web Site of the Creditor to the validation service (3) window offered by the selected Debtor Bank to the Debtor (4). The Debtor Bank offers the validation service for e-Mandates itself or through a validation service provider acting on behalf of the Debtor Bank.

The Debtor must be the account holder, or a person in possession of a form of authorisation (such as a power of attorney) completed by the necessary technical means, to be authorised to give consent as a Debtor to debiting the account identified through the means of an e-Mandate. The term 'means' is used here in line with the term 'Payment Instrument' used in the Payment Services Directive. The Debtor must identify and authenticate (5) himself according to the instructions received from the Debtor Bank. The Debtor Bank defines and provides the authentication means to be used by the Debtors. This authentication process must be technically compatible with the EPC e-Operating Model for e-Mandates [13]. The Debtor Bank and the Debtor should have an agreement on the conditions for use of the means for authentication.

After successful validation of the authentication means and the account access right, the Debtor Bank confirms (6) this result to the Debtor and to the Creditor. The mandate proposal of the Debtor is routed back directly (8) to the Web Site of the Creditor through the intermediary of the initial routing service (7).

The validation process (6) of the Debtor Bank constitutes an e-Mandate according to the following process steps, which are more described in greater detail in the E-Operating Model:

1. The Debtor enters the authentication credentials agreed with the Debtor Bank. The authentication credentials may be composed of personalised device(s) and/or a set of procedures, including its personalized security features.
2. The Validation Service verifies the correctness of the authentication credentials provided and logs the event to an audit trail.
3. Depending on the results of the verification of the authentication credentials:
    a. If the authentication credentials provided are correct and valid, the Validation Service presents an authorization form that must include all data fields of the e-Mandate and advances the transaction state to "Waiting for authorization"
    b. If the authentication cannot be correctly verified, an error message must be presented and the transaction must be aborted with no further processing.

4. The Debtor is asked to verify all the data fields of the e-mandate (e.g., the accuracy of the Creditor's name and address, the Debtor's account identifier, etc.) along with the mandatory national legal wording and then proceeds with the authorization. The authorization is defined as the set of procedures agreed between the Debtor and the Debtor Bank to assure the clear consent of the Debtor for the issuing, amendment or cancellation of an e-Mandate. The Debtor must choose one of the accounts for which he is the holder and has direct debits rights.
5. The Validation Service verifies the authorization and performs an electronic signature of the XML e-Mandate data using the e-Operating Model X.509 signing certificate issued by an approved EPC Certification Authority.
6. The Validation Service presents a confirmation message to the Debtor along with the e-Mandate data and a link to the Creditor website.

The Debtor is not allowed to make any further changes to his acceptance of the e-Mandate proposal, as the validation service executed by the Debtor Bank refers to the e-Mandate proposal as presented in step (4). If from this point onwards changes are necessary, an amendment of the e-Mandate must be initiated by the Debtor. The Creditor acknowledges receipt of the validation and the e-Mandate and confirms this to the Debtor (9).

The channels accepted are determined by the Creditor and can include the following:

- The Creditor gives access to its Web Site and/or a Web Site hosting the Creditor.
- Any other equivalent electronic channel offering a security level considered sufficient by the Creditor Bank and accepted in the EPC e-Operating Model for e-Mandates (reference [13]).

The connection of the e-Mandate completion on the Creditor's Web-site to the validation service offered by the Debtor Bank is realised in real-time, including all the steps mentioned above. The whole end-to-end process from (1) to (9) inclusive should be organised in such a way that the Debtor can be guided through the successive steps without unacceptable waiting times between the steps.

The e-Mandate electronic data must be stored intact by the Creditor as long as the e-Mandate exists, according to national legal requirements. After cancellation, the e-Mandate data must be stored by the Creditor according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

The Debtor validation related electronic data (see detailed list of these data in section 4.6.7 PT-07.04) must be stored intact by the Debtor Bank as long as the e-Mandate exists, according to national legal requirements. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements for a minimum period as long as the Refund period for an Unauthorised Transaction.

After the acceptance of the e-Mandate, the Creditor must forward to the Creditor Bank (1) the Mandate-related data, as part of each one-off or recurrent SEPA Direct Debit Collection. The Mandate-related data must be transmitted (2, 3) by the Creditor Bank to the Debtor Bank in electronic form as part of each Collection in one single flow, using a selected CSM.

The Debtor Bank may choose to offer AOS to the Debtor based on the Mandate content received on request at the validation phase. The Creditor Bank may also choose to offer AOS to the Creditor based on the Mandate content.

4.1.2 Mandate amendments and Mandate cancellations through electronic channels offered by Creditor

Creditors, who offer the issuing of e-Mandates, must also offer the possibility of amending and cancelling e-Mandates.

An amendment by the Debtor of an e-Mandate may be executed only by using an electronic channel offered by the Creditor, except when the electronic channel and/or the authentication means are not be available any more. Mixing paper channels and electronic channels in the life cycle of a Mandate would create a major problem due to the differences in the liability of the Debtor Bank resulting from the validation service executed. Therefore no Debtor Bank offering e-Mandate validation is obliged to support the amending or cancelling of paper-based mandates through an electronic channel (see PT-04.21 and PT-04.22).

An amendment by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

A cancellation by the Debtor of an e-Mandate should be executed by preference through an electronic channel offered by the Creditor, but cancellation through any other channel is allowed, as the rights of the Debtor to cancel a Mandate should not be limited by the availability of a specific channel and the necessary validation service needed for cancelling the e-Mandate through an electronic channel. The Debtor Bank should request the Debtor to inform his bank if he cancelled the mandate through means other than the electronic channel in order to avoid refund requests.

A cancellation by the Creditor of an e-Mandate is a matter between the Creditor and the Debtor and the process is out of scope of this Rulebook.

The use of the electronic channels, offered by the Creditor for issuing, amendment and cancellation of e-Mandates, is allowed by the Scheme for amendment or cancellation of existing paper mandates. It is a decision of the Creditor to offer this service as an optional or as a mandatory channel for making mandate amendments and/or cancellations for existing mandates by all or some of the Debtors. Debtors are free to use this service for amendment or cancellation of Mandates when offered by the Creditor.

4.2 Collections

Compared with the rules for the Core Scheme under paper Mandates, the following rules differ for Collections under e-Mandates (as described in sections 4.2 and 4.4, of the Rulebook):

Refund claims during the eight weeks after the debit date:

In the Core Scheme under paper Mandates, the rules for handling refund claims made by the Debtor, during the eight week period after debit date, is identical for authorised transactions (the disagreement of the Debtor relates to the collection) and for unauthorised transactions (the disagreement of the Debtor relates to existence of consent to the collection).

For e-Mandates, the process during the eight week period is identical to the process for the Core Scheme with paper Mandates, except for the situation which is described in the next paragraph.

In order to address the situation where the Creditor is in possession of information indicating that the Debtor or the Debtor Bank made an error in the use of the authentication means provided by the Debtor Bank and/or in the execution of the validation service, a procedure for allowing the Creditor to initiate a claim against the Debtor Bank for obtaining reimbursement of an amount paid by the Creditor Bank in respect of a refunded collection is provided in the Scheme (see process steps PT-04.28 and PT-04.29 in the Annex).

Refund claims for unauthorised transactions (after the eight weeks after the debit date until 13 months after the debit date):

In the same way as described in the Core Scheme for paper Mandates, the Debtor Bank must examine the claim (see detailed description in PT-04.21). In the case of e-Mandates the aspect of the validation executed for the given e-Mandate needs to be examined by the Debtor Bank before sending the claim to the Creditor Bank.

4.3 Time-lines for Collections

The time-lines of the Core Scheme Collection process are maintained.

4.5 Process Descriptions

The following processes are amended or added to the Scheme when e-Mandates are used:

PR-02 (amended)	Amendment of the Mandate
PR-03 (amended)	Cancellation of the Mandate
PR-04 (amended)	Collection of the Direct Debit Collection (covering both correct transactions and R-transactions arising from the processing of a Collection)
PR-06 (amended)	Obtain a copy of an e-Mandate
PR-07 (new)	Issuing of the e-Mandate
PR-08 (new)	Amendment of the e-Mandate
PR-09 (new)	Cancellation of the e-Mandate

4.5.2 Amendment of a Paper Mandate (PR-02)

Paper Mandates may be amended by the Debtor according to the rules of the Core Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In case of use of an electronic channel, the process steps are the same as for the amendment of an e-Mandate (PR-08).

The paper-based Mandate still remains in force as a paper Mandate (and the provisions of Annex VII do not apply) when mandate elements have been amended electronically. A Debtor Bank offering e-Mandate validation is not obliged to support the amendment of paper-based Mandates electronically.

4.5.3 Cancellation of a paper Mandate (PR-03)

Paper Mandates may be cancelled by the Debtor according to the rules of the Core Scheme Rulebook, or through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described in this Rulebook. In case of use of an electronic channel, the process steps are the same as for the cancellation of an e-Mandate (PR-09).

A Debtor Bank offering e-Mandate validation is not obliged to support the cancellation of paper-based Mandates electronically. The Debtor Bank should request the Debtor to inform his bank if he cancelled the Mandate through means other than the electronic channel in order to avoid refund requests.

4.5.4 Collection of the Direct Debit Transaction (PR-04)

In the process for collection of Direct Debit transactions, process step PT-04.21 is different in the case of e-Mandates. The other process steps remain unchanged, on the basis that all references to Mandates should be understood as references to e-Mandates.

New process steps (PT-04.28 to PT-04.30) are added to allow the Creditor to initiate a claim on the Debtor Bank in the case described in section 4.2.

PT-04.16 – Debtor Bank Sends Collection Refund Instructions to the CSM

Description	The Debtor Bank must credit the Debtor's account with the Original Amount of the initial Collection. The Debtor Bank sends the Collection Refund instruction to the CSM. The Debtor Bank has the right to receive compensation, called the Refund compensation, from the Creditor Bank for the related interest loss incurred by the Debtor Bank by the crediting of the Debtor's account with value date = Due Date of the initial Collection. This compensation is a variable amount, being the interest calculated for the number of Calendar Days between the Settlement Date of the original Collection (Settlement Date is included in the number of days) and the Settlement Date of the Refund instruction by the CSM after presentation by the Debtor Bank (Settlement day is not included in the number of days). The rate to be applied for each day in a month is the EONIA rate applicable on the first Banking Business Day of that month based on a 360 days year. The EONIA rate is a daily rate published by the ECB every day. The Debtor Bank must recover this compensation from the Creditor Bank by specifying the compensation amount in AT-R6 in the DS-05 for Refund. However, the Debtor Bank shall not be entitled to make a claim against the Creditor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund or Refund compensation in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.
Starting day/time	Debit date (see also section 4.3.1 and 4.3.2)
Duration	Eight weeks + 2 Inter-Bank Business Days (in relation to Refunds arising from unauthorised payment transactions, refer to PT-04.24)
Closing day/time	Debit date + eight weeks + 2 Inter-Bank Business Days (in relation to Refunds arising from unauthorised payment transactions, refer to PT-04.24)
Information Input	The message for Refund of a Collection, containing the data of DS-05.
Information Output	The message for Refund of a Collection, containing the data of DS-05.

PT-04.21 – The Debtor Bank accepts or rejects the Request for Refund - requests e-Mandate Copy from Creditor Bank.

Description

The Debtor Bank must examine the request received, and must decide whether to accept or to reject the request. The recommended guidance for determining whether or not to accept a request for a Refund of an unauthorised transaction is described below.

When accepted, the Debtor Bank must forward the claim (without any supporting evidence) to the Creditor Bank, who must forward it to the Creditor.

Four types of request can be distinguished:

1. A copy of the e-Mandate is requested by the Debtor Bank, the copy must be provided, except in cases where the Creditor accepts the claim without more.
2. A copy of the e-Mandate is requested by the Debtor Bank, the copy must be provided, even if the Creditor accepts the claim.
3. A copy of the e-Mandate is not requested by the Debtor Bank as, according to the Debtor, the Mandate has already been cancelled by the Debtor.
4. A copy of the e-Mandate is not requested by the Debtor Bank as the e-Mandate should have been cancelled by the Creditor following 36 months of inactivity since the last Collection.

These types of request are identified by a Refund type code which is part of the request data.

The accepted technical channels for sending the request are the following:

1. The suitable SWIFT message as the default option
2. e-mail with formatted template
3. Fax transmission with formatted template
4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank

The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in reference and routing directories provided by CSMs or other providers of such routing information.

.

Recommended guidance for determining whether or not to accept a Refund claim for an unauthorised transaction	1. The e-Mandate agreed by the Debtor, as amended from time to time (i.e. the signed e-Mandate together with any other documents related to the amendment of the e-Mandate) should be compared with the e-Mandate data supplied by the Creditor as part of the Collection. The e-Mandate data from the Creditor can be obtained from the e-Mandate related data part of the Collection message for the Collection disputed in the Refund request, or through a copy of the e-Mandate, amended from time to time, received from the Creditor. The relevant data are the following: **Attribute of the Mandate** The Identification Code of the Scheme The Unique Mandate Reference The Identifier of the Creditor The Name of the Creditor The Account Number of the Debtor (IBAN) The Name of the Debtor BIC Code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country) The Transaction Type The Date of Signing of the Mandate Signature(s) 2. The e-Mandate should not have been cancelled by the Debtor or by the Creditor at the moment of the debiting for the disputed Collection. 3. When the e-Mandate has been amended by one of the parties, the amended e- Mandate attributes should be taken into account. 4. The e-Mandate should not fall under the rule of the 36 months inactivity period, resulting in an automatic cancellation, to be respected by the Creditor. 5. For the e-Mandate involved in the claim, the Debtor Bank should check that the Debtor was validated by the Debtor Bank in a correct way at the issuing or the last amendment of the e-Mandate. This examination can yield three results: a. The claim of the Debtor may be rejected by the Debtor Bank when the claim is based on the absence of consent by the Debtor and the Debtor Bank concludes that this absence results from negligence/error of the Debtor, which is considered as a liability of the Debtor, according to the terms and conditions agreed between the Debtor Bank and the Debtor. b. The Refund claim is accepted, and the Debtor Bank takes the loss for the Refund, when the absence of consent results from negligence/error of the Debtor Bank. No recovery from the Creditor Bank can be initiated, as a positive validation was given to the Creditor, due to errors made by the Debtor Bank. c. In all other cases, where the claim is based on another reason than the absence of consent resulting from negligence/error by the Debtor or by the Debtor Bank, the claim of the Debtor is accepted by the Debtor Bank for further handling.
Starting day/time	After PT-04.20
Duration	Maximum 4 Banking Business Days between receiving the request and sending the request to the Creditor Bank.

Information Input	The claim with the supporting evidence.
Information output	The claim as described in DS-08 when the SWIFT message is used and in DS-09 for the use of e-mail or fax.

PT-04.24 –Debtor Bank decides on the claim, and when accepted, sends the Refund claim for an Unauthorised Transaction to the CSM and informs the Debtor.

Description

After receipt of the response from the Creditor Bank, or after 30 Calendar Days at the latest starting from the receipt of the claim by the Debtor Bank from the Debtor, the Debtor Bank must determine the Refund claim. The Debtor Bank may proceed in the following manner:

1. Debtor Bank may accept the Refund claim when the Creditor accepts the claim (answer type codes 1 and 2 given by the Creditor)
2. The Debtor Bank may accept the claim of the Debtor after having compared the claim made by the Debtor with the copy of the Mandate and the supporting information received from the Creditor Bank and the Creditor.
3. The Debtor Bank may also reject the claim of the Debtor. This is a decision of the Debtor Bank, which is final for all Participants in the Scheme. The Creditor/Debtor may always use all possible means to reopen the dispute with the Debtor/Creditor, but this is out of scope of the Scheme.
4. If the Debtor Bank does not receive an answer from the Creditor Bank within 30 Calendar Days of receiving the Refund request from the Debtor, the Debtor Bank may determine the claim and proceed in a manner that it considers appropriate, taking into account the evidence presented by the Debtor.

Where the Debtor Bank agrees to refund the Debtor, it may claim the amount of the Refund from the Creditor Bank.

If the Debtor Bank decides not to accept and not to execute the Refund claim, the Debtor needs to be informed without delay, and relevant supporting evidence received from the Creditor must be supplied to the Debtor.

In case of execution of the Refund claim, the same Refund compensation as described in PT-04.16 may be recovered from the Creditor Bank by using the same rule.

However, the Debtor Bank shall not be entitled to make a claim against the Creditor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund or Refund compensation in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.

Participants are also referred to Annex VI of this Rulebook: Instructions for the Refund Procedure for Unauthorised Transactions.

Starting day/time

After the receipt of the response to the request from the Creditor Bank, or at the latest after 30 Calendar Days starting from the receipt of the request of the Debtor (PT-04.20).

Duration

Maximum 4 Inter-bank Business Days after PT-04.23. In respect of Refund compensation, the number of Inter-Bank Business Days (up to 13 months) during which the Debtor has been deprived of the Original Amount of the Collection.

Information Input

The initial claim, the response with the copy of the signed Mandate or other supporting information received from the Creditor.

Information Output	The message for Refund of an unauthorised Collection, containing the data of DS-05. The reference of the request given by the Debtor Bank and the reference of the answer of the Creditor to the request (if provided in the answer) must be sent back as mandatory elements in the message DS-05 – in attribute AT-R5.

PT-04.28 – The Creditor investigates the conditions regarding the Refund and sends a claim to the Creditor Bank.

Description	When the Creditor is in possession of information indicating that the Debtor or the Debtor Bank made an error in the use of the authentication means provided by the Debtor Bank and/or in the execution of the validation service, the Creditor may initiate a claim for obtaining reimbursement of an amount paid in respect of a refunded Collection from the Debtor Bank. The Creditor must send the claim to the Creditor Bank The Creditor Bank must forward the claim received from the Creditor to the Debtor Bank, using one of the channels indicated in the Core Scheme Rulebook in section 4.6.4 in PT-04.21.
Starting day/time	On receipt of the information indicating the potential error made by the Debtor Bank or the Debtor, at the latest 13 months after the debit date.
Duration	Not later than 13 months after the debit date.
Information Input	

PT-04.29 –Debtor Bank decides on the claim received, and when accepted, executes the reimbursement as agreed with the Creditor Bank

Description	After receipt of the claim from the Creditor Bank, the Debtor Bank must decide on the Refund reimbursement claim. The Debtor Bank may proceed in the following manner: 1. Debtor Bank may accept the Refund reimbursement claim when the Debtor Bank concludes that the Debtor Bank or the Debtor made an error in the execution of the validation service. 2. The Debtor Bank may also reject the claim of the Creditor when there has been no error in the execution of the Debtor validation service either by the Debtor Bank or by the Debtor. This is a decision of the Debtor Bank, which is final for all Participants in the Scheme. When the Debtor Bank accepts the claim, the Debtor needs to be informed without delay, and the Debtor Bank should make a payment to the benefit of the Creditor Bank as requested by the Creditor Bank (or directly to the Creditor when requested by the Creditor Bank). In case of acceptance by the Debtor Bank, no Refund reimbursement compensation is defined by the Scheme.
Starting day/time	After the receipt of the claim from the Debtor Bank.
Duration	Maximum 30 Inter-bank Business Days after the starting date.
Information Input	The initial claim and other supporting information collected by the Debtor Bank.
Information Output	The communication to the Debtor, the payment made to the Creditor Bank (or to the Creditor).

4.5.7 Issuing of an e-Mandate (PR-07)

The process for issuing an e-Mandate is handled between the Creditor, the Debtor, the Debtor Bank (with the validation service provider, if applicable) and the Creditor Bank (with the routing service provider, if applicable). This process is optional for all Actors involved in the issuing of e-Mandates.

PT-07.01 The Debtor uses an electronic channel made available by the Creditor for the completion of an e-Mandate proposal.

PT-07.02 After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the Debtor Bank.

PT-07.03 The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.

PT-07.04 The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

PT-07.05 The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core Scheme Rulebook).

PT-07.06 After PT-07.04 or after PT-07.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

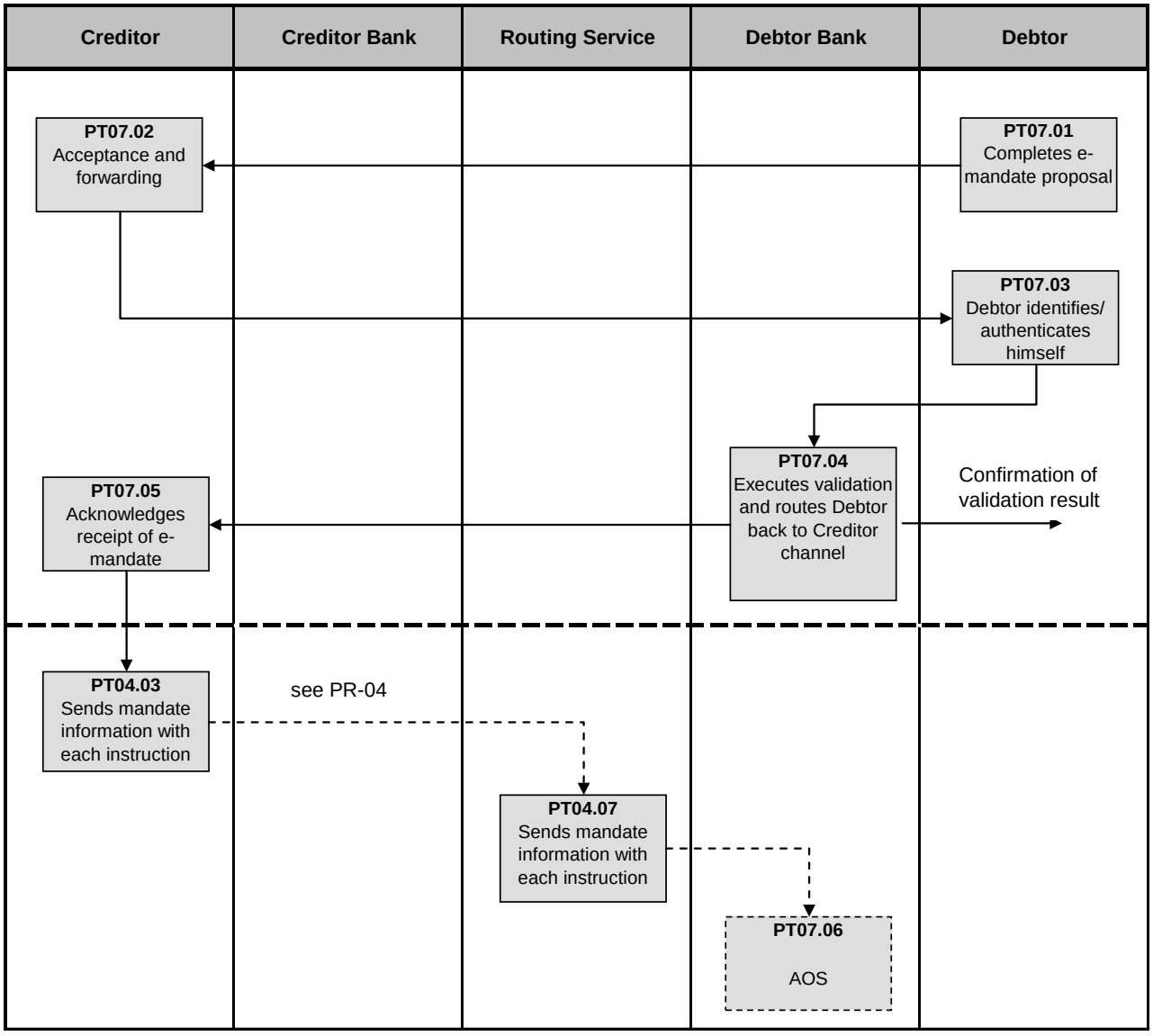

Figure 3: PR07 – ISSUING THE E-MANDATE

4.5.8 Amendment of an e-Mandate (PR-08)

If the Debtor wants to replace the account to be debited under an existing e-Mandate with an account held by another bank, he must cancel the e-Mandate in the existing Debtor Bank, and issue a new Mandate in the new Debtor Bank. This issuing process must identify the Mandate to the Creditor as a Mandate moved from the former Debtor Bank to another Debtor Bank. The Debtor can issue this Mandate according to the rules of the Core Scheme Rulebook as a paper or an e-Mandate, using one of the channels offered by the Creditor.

If the Debtor wants to replace the account to be debited under an existing e-Mandate with another account held in the same Debtor Bank, he must initiate an amendment of the e-Mandate through an electronic channel offered by the Creditor.

When the Creditor wants to amend the e-Mandate, the amendment must be handled between the Creditor and the Debtor. This process is out of scope of this Rulebook.

Paper Mandates may also be amended by the Debtor through an optional electronic channel offered by the Creditor in combination with a validation service offered by the Debtor Bank as described herein.

PT-08.01 The Debtor uses an electronic channel made available by the Creditor for the completion of the proposal for the Mandate amendment.

PT-08.02 After acceptance by the Creditor of the content of the amendment proposal made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the Debtor Bank.

PT-08.03 The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.

PT-08.04 The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

PT-08.05 The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

PT-08.06 After PT-08.04 or after PT-08.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

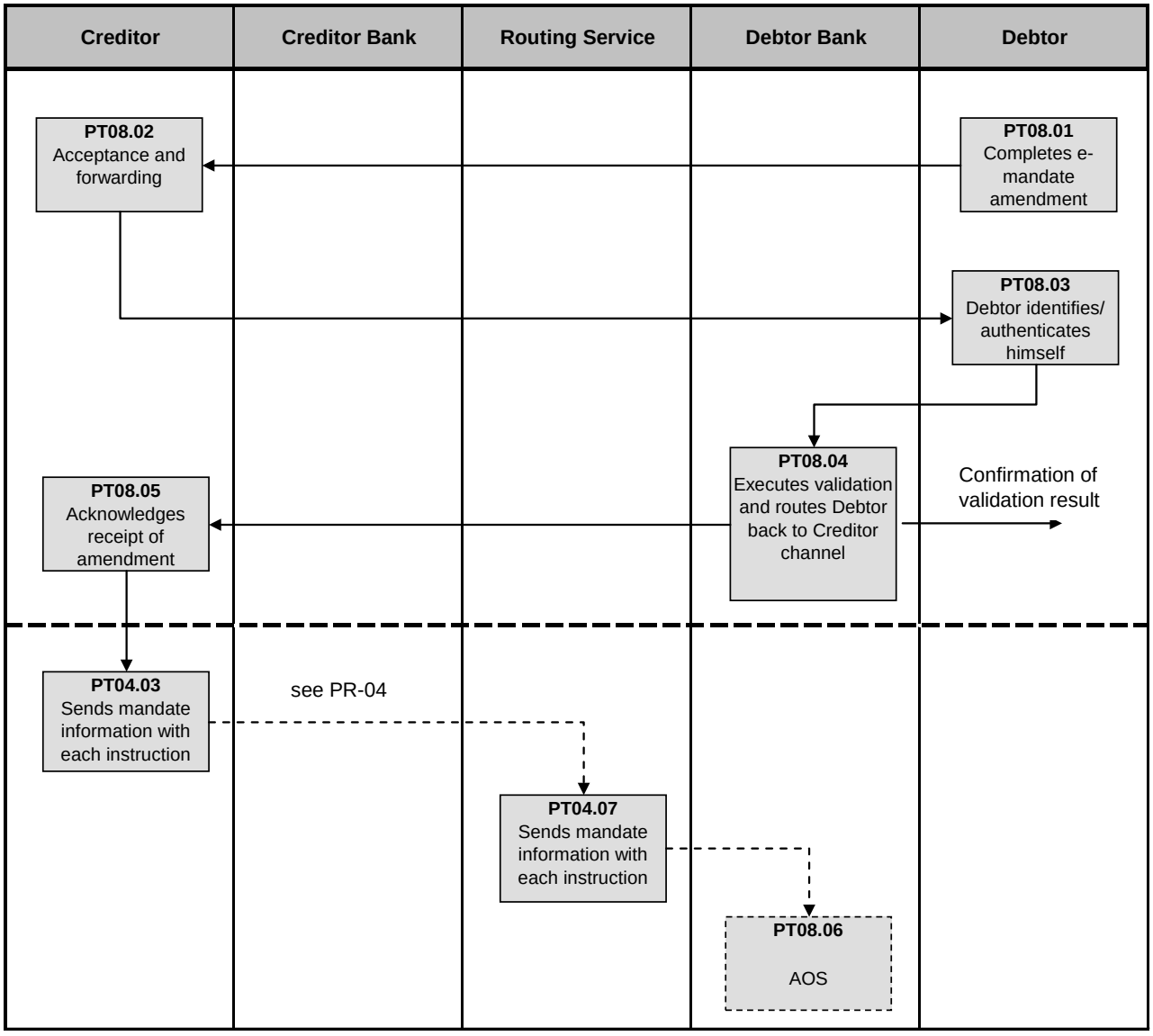

Figure 4: PR08 – AMENDMENT OF THE E-MANDATE

4.5.9 Cancellation of the e-Mandate (PR-09)

The use of an electronic process by the Debtors for cancellation of an e-Mandate is recommended. The Creditor may also accept the cancellation of an e-Mandate by the Debtor through a process in accordance with the Core Scheme rulebook.

PT-09.01 The Debtor may use an electronic channel made available by the Creditor for the completion of the Mandate cancellation.

PT-09.02 After acceptance by the Creditor of the content of the Debtor's cancellation made through an electronic channel, the Creditor may submit the e-Mandate cancellation through a routing service to the Debtor Bank.

PT-09.03 The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.

PT-09.04 The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

PT-09.05 The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate cancellation to the Creditor Bank, as part of the last Collection if a Collection is still to be made after the cancellation, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

PT-09.06 After PT-09.04 or after PT-09.05, the Debtor Bank may (optionally) use this information for offering AOS to the Debtor.

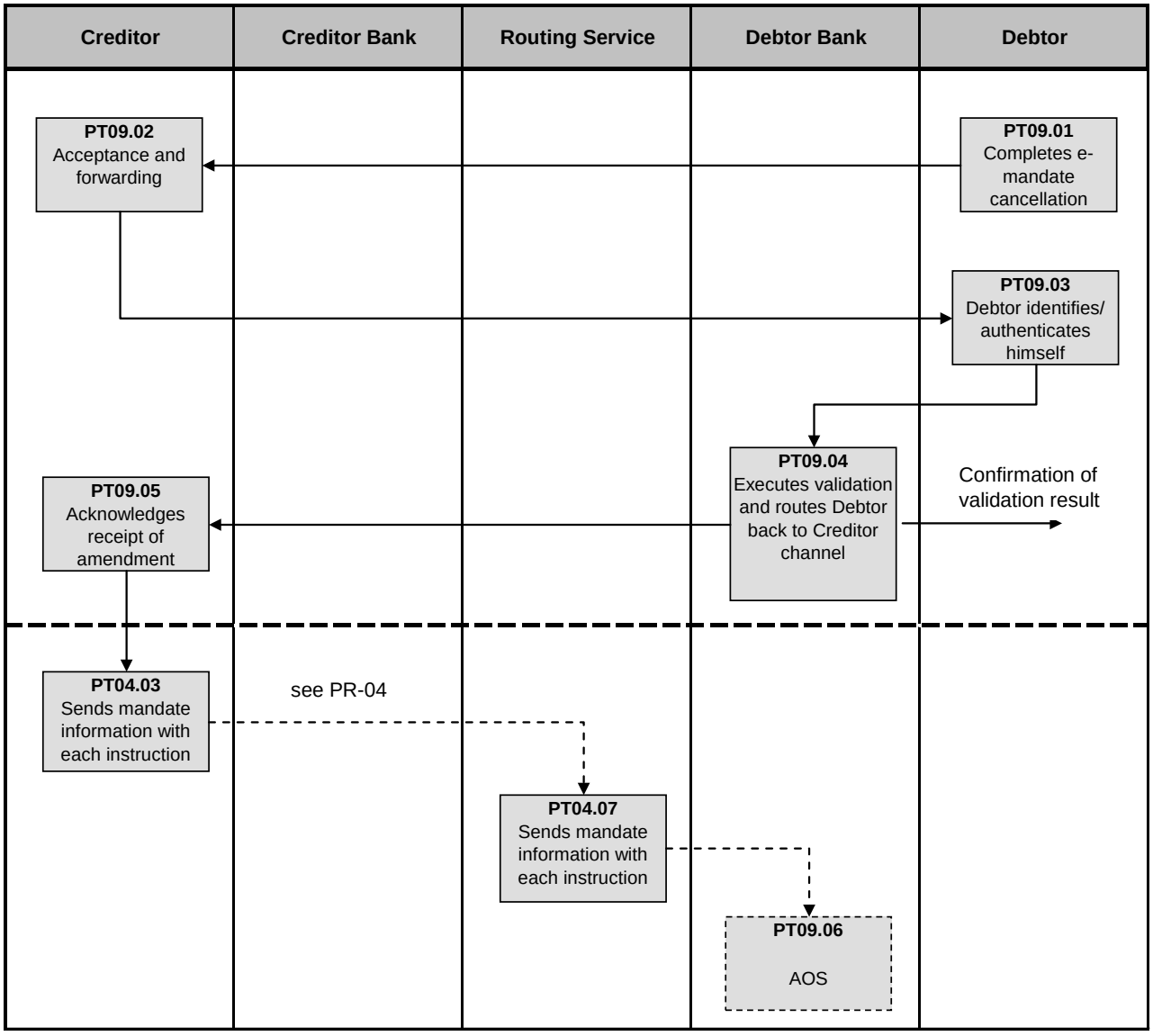

Figure 5: PR09 – CANCELLATION OF THE E-MANDATE

4.6. Description of the Process Steps

4.6.6. Obtain a copy of an e-Mandate (PR-06)

PT-06.01 – Debtor Bank sends a request to the Creditor Bank to obtain a copy of the e-Mandate data and any associated amendments

Description	The Debtor Bank sends a request to the Creditor Bank to obtain from the Creditor a copy of the e- Mandate data and of relevant associated amendments. The accepted technical channels for sending the request are the following : 1. The suitable SWIFT message as the default option 2. E-mail with formatted template 3. Fax transmission with formatted template 4. Any other means agreed between both parties, the Debtor Bank and the Creditor Bank The Debtor Bank may always use the SWIFT message, or one of the channels indicated by the Creditor Bank in Reference and Routing Directories provided by CSMs or other providers of such routing information.
Starting day/time	At any moment, when a Debtor and/or a Debtor Bank identify the need to receive a copy of an e-Mandate
Duration	No limit for the Scheme
Information Input	The request as described: For the SWIFT message: in DS-10 For the e-mail and for the fax: in DS-11

PT-06.02 – Creditor Bank forwards the request to the Creditor

Description	The Creditor Bank receives the request for the e-Mandate data and forwards it to the Creditor.
Starting day/time	After the previous step.
Duration	Maximum 3 Banking Business Days
Information Input	The original request message from the Debtor Bank as described in DS-10 or in DS-11.
Information Output	The request message in any format agreed between the Creditor Bank and the Creditor.

PT-06.03 – Creditor provides the copy of the requested e-Mandate data to the Creditor Bank

Description	The Creditor provides a copy of the requested e-Mandate data, and takes one of the following actions: 1. Send a copy of the requested e- Mandate 2. Indicate why a copy cannot be provided. The response must be sent to the Creditor Bank by using a technical channel agreed between the Creditor Bank and the Creditor. The Creditor Bank must forward the response received from the Creditor to the Debtor Bank, while using the channel indicated by the Debtor Bank in the request message.
Starting day/time	On receipt of the request.
Duration	Maximum 7 Banking Business Days
Information Input	The request in a technical channel agreed with the Creditor Bank.
Information Output	Either the copy of the requested e-Mandate, Or the response request message explaining why the request cannot be satisfied as described in DS-10 (while using the SWIFT message), or in DS-11 (while using email or fax).

PT-06.04 – Creditor Bank sends the copy of the requested e-Mandate data to the Debtor Bank

Description	After the receipt of the response from the Creditor, the Debtor Bank may use the e-Mandate copy for the intended use.
Starting day/time	After the receipt of the response to the request for a copy of an e-Mandate
Duration	
Information Input	The response containing the copy of the e-Mandate or other supporting information received from the Creditor.
Information Output	The request message in any format accepted by the Debtor Bank.

4.6.7 Issuing the e-Mandate (PR-07)

PT-07.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate proposal.

Description

The initiative to issue an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for issuing an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) - The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, "AT-15 The name of the Debtor Reference party" and "AT-37 The identification code of the Debtor Reference Party", he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor:

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording 'SEPA Direct Debit Mandate'
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor:

- 14 The name of the Debtor
- 09 The address of the Debtor
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 13 The BIC code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country) (see remark underneath)
- 24 The reason for 'Amendment/Replacement of the account in another Bank' of the Mandate (in the case that the issuing of the e-Mandate results from a Debtor moving the account to be debited for an existing Mandate to another Debtor Bank)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the proposal (in PT-07.03)
- It should also be mentioned that, after the Debtor having ticked this box, no further changes may be made to the e-Mandate proposal.

c. By the Creditor or the Debtor (depends on the party making the choice as part of the logic of the underlying business contract)

- 08 The identifier of the underlying contract
- 21 The Transaction Type (only the values 'one-off' or 'recurrent' are allowed)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank.

Starting day/time	At the initiative of the Debtor, by using the channel made available by the Creditor.
Closing day/time	Immediately after the starting time (instantly).
Information Output	The e-Mandate proposal message (electronic).

PT-07.02 – After acceptance by the Creditor of the content of the proposal made by the Debtor, the Creditor submits the e-Mandate through a routing service to the validation service of the Debtor Bank.

Description	The Creditor must submit the e-Mandate proposal through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank. Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.
Starting day/time	After PT-07.01 in real time connection.
Closing day/time	Instantly after the starting time.
Information Input	The e-Mandate proposal template.
Information Output	The e-Mandate proposal message after approval by the Creditor.
Remarks	This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.

PT-07.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate proposal.

Description

A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The term "authentication" is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or person properly acting on the Debtor's behalf. Authentication is composed of personalised device(s) and/or set of procedures, including personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate. The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate, together with the data of the e-Mandate proposal as received from the Creditor in the e-Mandate proposal message. The Debtor must explicitly confirm his agreement with the e-Mandate proposal by ticking an 'approval' box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections to be made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified

- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the e-Mandate received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank when the Debtor Bank is located in a non-EEA SEPA country.

Starting day/time Instantly after PT-07.02.

Information Input The e-Mandate proposal message (DS-12) and the data entered by the Debtor.

Information Output The e-Mandate proposal message completed with the decision of the Debtor Bank.

PT-07.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the Debtor back to the electronic channel of the Creditor.

Description The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- When the Debtor Bank is located in a non-EEA SEPA country, check the BIC code present in the e-Mandate proposal message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person (i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor:

- The Account Number of the Debtor (IBAN)
- BIC Code of the Debtor Bank
- The Identification Code of the Scheme
- The Unique Mandate Reference (if provided)
- The Identifier of the Creditor
- The Name of the Creditor
- The Transaction Type
- The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

Starting day/time Instantly after PT-07.03.

Information Output The validation message as described in DS-13.

Remarks This description reflects business requirements and does not prescribe technical requirements as defined in the document "SEPA e-Mandate Standards".

PT-07.05 – The Creditor acknowledges receipt of the e-Mandate and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

Description

The Debtor Bank must forward the e-Mandate proposal after validation to the Creditor through the same channel.

The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate proposal after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.

The e-Mandate data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.

The Creditor must send the information on the e-Mandate to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.

Information Input

The validation message as described in DS-13.

Information Output

The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates.

The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).

4.6.8 Amendment of the e-Mandate (PR-08)

PT-08.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate amendment request.

Description

The initiative to amend an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for amendment of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the authentication means supplied by the Debtor Bank.

The Debtor must complete the necessary information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 1) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, "AT-15 The name of the Debtor Reference party" and "AT-37 The identification code of the Debtor Reference Party", it does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate amendment template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being amended)

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording 'SEPA Direct Debit Mandate'
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor: (the attributes subject of the amendment need to be introduced)

- 14 The name of the Debtor (optional)
- 09 The address of the Debtor (optional)
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 13 The BIC code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country) (see remark underneath l)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the amendment request (in PT-08.03)
- It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate amendment request.

c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)

- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
- 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

Starting day/time

At the initiative of the Debtor, by using the channel made available by the Creditor.

Closing day/time	Immediately after the starting time (instantly).
Information Output	The e-Mandate request message (electronic).

PT-08.02 – After acceptance by the Creditor of the content of the amendment request made by the Debtor, the Creditor submits the e-Mandate amendment through a routing service to the validation service of the Debtor Bank.

Description	The Creditor must submit the e-Mandate amendment request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank. Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.
Starting day/time	After PT-08.01 in real time connection.
Closing day/time	Instantly after the starting time.
Information Input	The e-Mandate amendment request template.
Information Output	The e-Mandate amendment request message after approval by the Creditor.
Remarks	This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.

PT-08.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate amendment request.

Description

A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The term "authentication" is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or a person properly acting on the Debtor's behalf. Authentication is composed of personalised device(s) and/or set of procedures, including its personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate amendment. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate amendment request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate amendment request by ticking an 'approval' box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of Collections made under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited , in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the Mandate amendment received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank when the Debtor Bank is located in a non-EEA SEPA country.

Starting day/time Instantly after PT-08.02

Information Input The e-Mandate request message (DS-12) and the data entered by the Debtor.

Information Output The e-Mandate request message completed with the decision of the Debtor Bank.

PT-08.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

Description The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- When the Debtor Bank is located in a non-EEA SEPA country, check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
- decide whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited

The Debtor Bank is not obliged to check other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

As a next step, the Debtor Bank must communicate this result, through the Creditor Bank's routing service having initiated the validation request, up to the requesting Creditor and to the initiating person (i.e. Debtor or an authorised person). The Debtor Bank must complete the request with the following information:

- 60 The reference of the validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

The Account Number of the Debtor (IBAN)

BIC Code of the Debtor Bank

The Identification Code of the Scheme

The Unique Mandate Reference (if provided)

The Identifier of the Creditor

The Name of the Creditor

The Transaction Type

The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference)

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction.

Starting day/time	Instantly after PT-07.03
Information Output	The e-Mandate amendment related validation message as described in DS-13.
Remarks	This description reflects business requirements and does not prescribe technical requirements as defined in the document "SEPA e-Mandate Standards".

PT-08.05 – The Creditor acknowledges receipt of the e-Mandate amendment and sends the information on the e-Mandate amendment to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

Description	The Debtor Bank must forward the e-Mandate amendment request after validation to the Creditor through the same channel. The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate amendment request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank. The e-Mandate amendment data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate amendment must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction. The Creditor must send the information on the e-Mandate amendment to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.
Information Input	The e-Mandate amendment related Debtor validation message as described in DS-13.
Information Output	The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates. The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).

4.6.9 Cancellation of the e-Mandate (PR-09)

PT-09.01 – The Debtor uses an electronic channel made available by of the Creditor for the completion of an e-Mandate cancellation request.

Description

The initiative to cancel an e-Mandate may be taken either by the Creditor or by the Debtor. The Debtor may decide to use this service for cancellation of an e-Mandate, when the service is offered by the Creditor and by the Debtor Bank.

The Creditor offering the e-Mandate service must make clear instructions available to Debtors for the use of the electronic channels for the issuing, amendment and cancellation of an e-Mandate. The Creditor must ensure that this e-Mandate submission process contains the mandatory legal wording and that the mandatory set of information is completed by the Debtor in line with the rules underneath.

A Debtor Bank offering the e-Mandate service to its Debtors must make clear instructions available to the Debtors for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank.

The Debtor must complete the mandatory information on the e-Mandate template presented by the Creditor through an electronic channel. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 (Figure 12, paragraph 2) – The Mandate. The Creditor must complete the template presented to the Debtor with the data already available/known to the Creditor.

If the Creditor does not need to use the attributes “AT-38 The name of the Creditor reference party”, “AT-39 The identification code of the Creditor Reference party”, "AT-15 The name of the Debtor Reference party" and "AT-37 The identification code of the Debtor Reference Party", he does not need to present these attributes in the template based on DS-01.

The following data must be completed by the different parties in the e-Mandate template based on the layout presented in DS-01:

a. By the Creditor: (to be taken from the existing Mandate being cancelled)

- 20 The identification code of the SEPA Direct Debit Scheme, represented by the wording 'SEPA Direct Debit Mandate'
- 01 The unique Mandate reference
- 02 The identifier of the Creditor
- 03 The name of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)

b. By the Debtor:

- only the decision on the cancellation must be introduced
- 13 The BIC code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country) (see remark underneath)
- The box at the bottom of the illustration in figure 12 in the same section for placing the signature(s), must be replaced by a box where the Debtor is invited to confirm that he agrees with the cancellation (in PT-09.03)
- It should also be mentioned that, after the Debtor has ticked this box, no further changes may be made to the e-Mandate cancellation.

c. By the Creditor or the Debtor (depends on the option taken by the Creditor on the identifier to be used by the Debtor for identifying the Mandate to be amended)

- 08 The identifier of the underlying contract (can be made mandatory by a decision of the Creditor)
- 01 The unique Mandate reference (can be made mandatory by a decision of the Creditor)

The Mandate process is standardised in content but not in the detailed layout of the template and not in the detailed definition of the content of the successive steps.

For the completion of '13 The BIC code of the Debtor Bank', the Creditor may offer support to the Debtor for entering the BIC code of the Debtor Bank through the use of any type of Debtor friendly access lists for facilitating the selection of the BIC of the Debtor Bank

Starting day/time	At the initiative of the Debtor, by using the channel made available by the Creditor.
Closing day/time	Instantly after the starting time.
Information Output	The e-Mandate cancellation request message (electronic).

PT-09.02 – After acceptance by the Creditor of the content of the cancellation request made by the Debtor, the Creditor submits the e-Mandate cancellation through a routing service to the validation service of the Debtor Bank.

Description	The Creditor must submit the e-Mandate cancellation request through an electronic connection to the Debtor Bank selected by the Debtor. The Creditor must do this by using a routing service made available by a Creditor Bank to connect to the validation service of the selected Debtor Bank. Information on the Participants in the Scheme accepting the e-Mandate feature in the role of Debtor Bank and/or in the role of Creditor Bank should be made available by CSMs or other providers of such information.
Starting day/time	After PT-09.01 in real time connection.
Closing day/time	Instantly after the starting time.
Information Input	The e-Mandate cancellation request template.
Information Output	The e-Mandate cancellation request message after approval by the Creditor.
Remarks	This description reflects business requirements and does not prescribe technical requirements as defined in the document: 'SEPA e-Mandate Standards'.

PT-09.03 – The Debtor must identify and authenticate himself according to the instructions received from the Debtor Bank and agree on the e-Mandate cancellation request.

Description	A Debtor Bank offering this optional service to its Debtors must give clear instructions to the Debtor for the use of the authentication means for validating the e-Mandate. The Debtor Bank should also supply a description of the liability of the Debtor in case of loss or fraudulent use of the means supplied by the Debtor Bank. The term "authentication" is defined here as the act by the Debtor Bank of ensuring that the e-Mandate is duly authorised by the Debtor or a person properly acting on the Debtor's behalf. Authentication is composed of personalised device(s) and/or set of procedures, including its personalised security features and is used by the Debtor for the issuing, amendment or cancellation of an e-Mandate.

The Debtor must use the authentication means offered by the Debtor Bank and follow the instructions of the Debtor Bank, when authenticating the e-Mandate cancellation. The Debtor Bank must make these instructions for correct use available to its Debtors before the use of the e-Mandate feature.

The Debtor must follow the instructions given by the Debtor Bank and enter the identifiers required by the Debtor Bank in the template presented by the Debtor Bank. The template must reproduce the mandatory legal wording as defined in the Core Scheme Rulebook in section 4.7.2 DS-01 – The Mandate together with the data of the e-Mandate cancellation request as received from the Creditor in the e-Mandate request message. The Debtor must explicitly confirm his agreement with the e-Mandate cancellation by ticking an 'approval' box in the template.

The Debtor Bank must provide for the possibility that the Debtor may wish to determine a particular account to be debited in respect of the Collections under the given e-Mandate. How this is realised is left open to the Debtor Bank. Some examples are set out below:

- the Debtor Bank may enter the IBAN of the account to be debited, in this case the Debtor Bank should check that the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose an account, for which the Debtor is authorised to give access to the account specified
- the Debtor Bank may propose a list of accounts, for which the Debtor is authorised to give access to the account specified, followed by a selection of one of these accounts by the Debtor

The Debtor Bank must check that the mandatory attributes are present in the e-Mandate cancellation received and in line with the requirements of the attributes specific to the Debtor Bank and known by the Debtor Bank, such as the existence of the BIC code of the Debtor Bank when the Debtor Bank is located in a non-EEA SEPA country.

Starting day/time	Instantly after PT-09.02.
Information Input	The e-Mandate request message (DS-12) and the data entered by the Debtor.
Information Output	The e-Mandate request message completed with the decision of the Debtor Bank.

PT-09.04 – The Debtor Bank executes the validation service, confirms the result of the validation service to the Debtor and to the Creditor and routes the mandate proposal of the Debtor back to the electronic channel of the Creditor.

Description

The Debtor Bank must execute the validation service as follows:

- decide on whether the authentication means have been correctly used
- conclude that the circumstances of the use of the authentication means appear to be correct on the basis of the information available to the Debtor Bank, i.e. they are not stolen, lost or subject to counterfeit risks
- when the Debtor Bank is located in a non-EEA SEPA country, check the BIC code present in the e-Mandate request message received is a valid BIC code applicable to the Debtor Bank
- decide on whether the access right of the person who is the legitimate owner of the authentication means has been used in a correct way in respect of the account to be debited.

The Debtor Bank is not obliged to check on other data elements of the e-Mandate, and cannot be held liable for incoherence in the e-Mandate, such as the difference between the name and/or address of the Debtor as known in the books of the Debtor Bank compared with the name and/or address as specified by the Debtor in the e-Mandate data.

The result of the validation service can be:

- Either a negative response to the validation request made, if any of the checks mentioned above fail.
- Or a positive response to the validation request made when all the checks mentioned above are successfully executed with a positive result.

The Debtor Bank must store the following electronic data related to the validation service in order to be able to provide this data to allow reconciliation with the same elements held by the Creditor. This data constitutes proof that the validation service has been executed. The Debtor Bank is under no obligation to execute any checking on other data elements than those set out below:

- 60 The reference of the e-Mandate cancellation related validation made by the Debtor Bank

The Debtor Bank must store the following electronic data related to the validation service, constituting the elements of proof of the execution of the validation service, in order to be able to provide these data to allow reconciliation with the same elements held by the Creditor:

The Account Number of the Debtor (IBAN)
BIC Code of the Debtor Bank
The Identification Code of the Scheme
The Unique Mandate Reference (if provided)
The Identifier of the Creditor
The Name of the Creditor
The Transaction Type

The elements related to the execution of the Validation Service (such as the identification of the authorisation means used, time stamp, identifier of the Validation Service, and the result given back to the Routing Service and the associated reference).

These data must be stored as long as the e-Mandate exists, according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction. After cancellation, the validation related data must be stored by the Debtor Bank according to the applicable national legal requirements and as a minimum as long as the Refund period for an Unauthorised Transaction

Starting day/time

Instantly after PT-09.03.

Information Output

The e-Mandate validation message as described in DS-13.

Remarks

This description reflects business requirements and does not prescribe technical requirements as defined in the document 'SEPA e-Mandate Standards'.

PT-09.05 – The Creditor acknowledges receipt of the e-Mandate cancellation and sends the information on the e-Mandate to the Creditor Bank, as part of each Collection, as described in PT-04.03 (see section 4.5.4 of the Core SDD Rulebook).

Description

The Debtor Bank must forward the e-Mandate cancellation request after validation to the Creditor through the same channel.

The Creditor confirms the acceptance by the Debtor Bank to the Debtor, and confirms the final approval of the Creditor to the Debtor. The Creditor must ensure that the Debtor is not able to make any changes to the e-Mandate cancellation request after the validation by the Debtor Bank. The Creditor must also send a confirmation message to Debtor Bank in order to confirm the receipt of the validation and the acceptance by the Creditor, through the routing service to the validation service up to the Debtor Bank.

The e-Mandate cancellation data must be kept by the Creditor in a safe and secure environment during the existence of the e-Mandate. After cancellation, the e-Mandate must be stored by the Creditor according to the national legal requirements and as a minimum as long as the Refund period defined for an Unauthorised Transaction.

The Creditor must send the information on the e-Mandate cancellation to the Creditor Bank as part of each transaction based on this Mandate as described in PT-04.03 in the Core SDD Rulebook.

Information Input

The e-Mandate cancellation-related validation message as described in DS-13.

Information Output

The dematerialised Mandate dataset (DS-02 in the Core SDD Rulebook) including the specific elements for e-Mandates.

The confirmation message to the Debtor Bank (this is a technical message for which no specific business requirements are defined).

4.7. Business Requirements for Datasets

4.7.1 New Data Requirements

DS-12 The e-Mandate request message.

DS-13 The validation message.

Remark: The confirmation message described in PT-07.05, PT-08.05 and PT-09.05 is not described here, as it is a technical message without a specific business content.

4.7.3 Changes in DS-02 - The Dematerialised Mandate

Description This dataset contains all the mandatory attributes that must be registered in an electronic File to be kept by the Creditor, for the purposes of the execution of the SEPA Direct Debit processes, such as preparing the Collections according to DS-03. Attributes are mandatory unless otherwise indicated.

Additional attributes

- 60 The reference of the validation made by the Debtor Bank
- 17 The type of Mandate (paper, e-Mandate).

4.7.4 Changes in DS-03 – Customer to Bank Collection

Description: The Creditor must supply the following attributes. Attributes known by the Creditor Bank may be completed by the Creditor Bank. This is a matter between the Creditor and the Creditor Bank. Attributes are mandatory unless otherwise indicated.

Additional attributes

- 60 The reference of the validation made by the Debtor Bank.
- 17 The type of Mandate (paper, e-Mandate).

4.7.5 Changes in DS-04 – The Inter-bank Collection

Description This dataset contains all the mandatory information items imposed by the Scheme for the Creditor Bank to send this instruction to the Debtor Bank through the CSM. It is also called "Collection" in the Rulebook. This dataset will be present in the successive process steps of Process 04, starting from step 03 and must be forwarded by all actors up to the Debtor Bank. Attributes are mandatory unless otherwise indicated.

Additional attributes

- 60 The reference of the validation made by the Debtor Bank (if present in DS-03).
- 17 The type of Mandate (paper, e-Mandate).

4.7.12 Dataset specific for use with e-Mandates: DS-12 – The e-Mandate proposal /request message

Description This message describes the data needed in the message sent by the Creditor through the routing service to the Debtor Bank for requesting the validation service from the Debtor Bank. Attributes are mandatory unless otherwise indicated.

Attributes contained

- 01 The unique Mandate reference
- 20 The identification code of the Scheme
- 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)
- 14 The name of the Debtor
- 09 The address of the Debtor (optional)
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference Party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 03 The name of the Creditor
- 02 The identifier of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)
- 13 The BIC code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country)
- 08 The identifier of the underlying contract (optional)
- 21 The transaction type (recurrent, one-off)
- 17 The type of Mandate
- 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)

Remarks These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

4.7.13 Dataset specific for use with e-Mandates: DS-13 – The validation message

Description This message describes the data to be sent back by the Debtor Bank to the Creditor through the validation service and the connections between the Routing Service and the Validation Service. Attributes are mandatory unless otherwise indicated.

Attributes contained

Data from the request step:

- 01 The unique Mandate reference
- 20 The identification code of the Scheme
- 29 The message type submitted in the Debtor validation request (issuing, amendment, cancellation)
- 14 The name of the Debtor
- 09 The address of the Debtor (optional)
- 27 Debtor identification code (optional)
- 15 The name of the Debtor Reference Party (optional)
- 37 The identification code of the Debtor Reference Party (optional)
- 03 The name of the Creditor
- 02 The identifier of the Creditor
- 05 The address of the Creditor
- 38 The name of the Creditor reference party (optional)
- 39 The identification code of the Creditor Reference party (optional)
- 13 The BIC code of the Debtor Bank (only mandatory when the Debtor Bank is located in a non-EEA SEPA country)
- 07 The account number (IBAN) of the account of the Debtor to be debited
- 08 The identifier of the underlying contract (optional)
- 21 The transaction type (recurrent, one-off)
- 17 The type of Mandate
- 25 The Date of the validation by the Debtor Bank
- 24 The reason for 'amendment/replacement of the account in another Bank' of the Mandate (only for amendments and for issuing moving the account to be debited to another Debtor Bank)

and specific response related data added in the reply step:

- 61 The result of the validation
- 60 The reference of the validation made by the Debtor Bank

Remarks

These attributes reflect business requirements and do not prescribe fields in the logical or physical layers of the SEPA e-Mandate Standards.

4.8 Business Requirements for Attributes

4.8.1 Attributes specific for use with e-Mandates:

AT-29 The message type submitted in the validation request (issuing, amendment, cancellation)

AT-60 The reference of the validation made by the Debtor Bank

AT-61 The result of the validation

4.8.18 AT-17 - The type of Mandate (paper, e-Mandate)

Description: The type of Mandate allows distinction between a Mandate issued in paper in accordance with the rules of the Core Scheme Rulebook and a Mandate issued as an e-Mandate under the rules of the optional e-Mandate service described in Annex VII of this Rulebook.

4.8.27 bis AT-29 - The message type submitted in the Debtor validation request (issuing, amendment, cancellation)

Description: This code indicates that the message submitted in the validation request by the Creditor to the Debtor Bank is of one of the types listed below.

Value range:

Issuing of an e-Mandate.

Amendment of an e-Mandate.

Cancellation of an e-Mandate.

4.8.50 bis AT-60 – The reference of the validation made by the Debtor Bank

Description: This reference is given by the Debtor Bank to the e-Mandate after execution of the Debtor validation of the issuing/amendment/cancellation of the e-Mandate. It is received by the Creditor at the receipt of the result of the validation. It is stored by the Creditor as part of the Mandate data. It is transmitted as part of each Collection to the Creditor Bank up to the Debtor Bank. The Creditor or any other party must supply this reference to the Debtor Bank when a copy of the validation related data is requested from the Debtor Bank.

4.8.50 ter AT-61 - The result of the Debtor validation

Description: This code provides the reply of the Debtor Bank on the validation service requested by the Creditor.

ge: Value range: **'**Yes 'or 'No'

5. RIGHTS AND OBLIGATIONS OF ALL PARTICIPANTS

5.3 Access to the e-Mandate Process feature

Regarding the e-Mandate feature, it is proposed that each Participant in the Core Scheme in the capacity of Debtor Bank may offer services relating to the e-Mandate feature in the capacity of Debtor Bank, or in the capacity of Creditor Bank, or both. However, where a Debtor Bank does not offer e-Mandate services, no obligations in this Rulebook relating to e-Mandates shall apply to the Creditor Bank in respect of Collections vis-à-vis that Debtor Bank.

5.7 Obligations of a Creditor Bank

The e-Mandate service changes the following obligations for the Creditor Bank:

1. Replacement of point 'l' in the Core Scheme Rulebook in section 5.7:

In respect of each of its Creditors, a Creditor Bank shall:

> l. upon request by a Debtor Bank to whom it has sent a Collection (including any Collection which has become subject to a Reject), seek where necessary any relevant information and, if requested, a copy of the relevant Mandate data, from the Creditor and provide to the Debtor Bank without undue delay such information relating to the relevant Collection and Mandate as has been made available to it by the relevant Creditor

2. Replacement of point 'ix' in the Core Scheme Rulebook in section 5.7:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

> ix. without delay, to provide the Creditor Bank with information relating to its Collections and Mandates, and a copy of the relevant Mandate data, when requested by the Creditor Bank

3. Addition of the following obligations for the Creditor Bank:

A Creditor Bank shall oblige each of its Creditors, in accordance with the relevant requirements set out in the Rulebook:

> xii. not to take a claim against a Debtor Bank for any losses arising from an unauthorised transaction, where the Creditor alleges that the Debtor Bank has non-contractual obligations to conduct validation procedures beyond those set out in PT-07.04

5.8 Obligations of a Debtor Bank

The e-Mandate service adds the following obligations for the Debtor Bank:

In respect of each of its Debtors, a Debtor Bank shall:

> l. ensure that it and/or a Debtor Validation Service Provider correctly validates the authentication means and account access right of the Debtor at the issuing or last amendment of the e-Mandate in accordance with the relevant provisions of the Rulebook
>
> m. store electronic data related to the Debtor Validation Service which constitute the elements of proof of the execution of the Debtor Validation Service in accordance with the relevant provisions of the Rulebook

n. upon request by a Debtor or a Creditor Bank from whom it has received a Collection (including any Collection which has become subject to a Reject), seek, if requested, a copy of the electronic data relevant for the execution and the correctness of the Debtor validation

o. without delay, if requested by a Debtor in respect of whom a Collection has been received, seek all relevant information and a copy of the relevant Mandate data from the Creditor Bank and provide to the Debtor without undue delay such information relating to the relevant Mandate as has been made available to it by the relevant Creditor Bank

A Debtor Bank shall oblige each of its Debtors, in accordance with the relevant requirements set out in the Rulebook:

iv. to oblige its Debtors to notify the loss, theft, counterfeit or any fraudulent use by other parties of the authentication means available to the Debtor for initiating e-Mandates.

5.9 Indemnity and Limitation of Liability

The e-Mandate service changes the provisions of section 5.9 of the Core Scheme Rulebook:

Replacement of section 5.9.1:

5.9.1 No-fault Reimbursement of Refunds or Returns

(a) Subject to (b) and (c) below, in respect of each SEPA Direct Debit which is the subject of a Collection received by a Debtor Bank from a Creditor Bank, such Creditor Bank shall indemnify the Debtor Bank in respect of:

(i) Any amount paid by the Debtor Bank to the Debtor by way of Refund and Refund compensation as set out in PT-04.16; or

(ii) The amount of any Collection subject to a Return

(b) A Creditor Bank shall not be liable to indemnify the Debtor Bank in respect of any amount paid by the Debtor Bank to the Debtor by way of Refund in respect of an unauthorised transaction where the Debtor Bank had not correctly carried out the checks listed in PT-07.04.

(c) In respect of any unauthorised payment transaction to which Article 74[1] of the Payment Services Directive applies, the Creditor Bank shall be obliged to indemnify the Debtor Bank only in respect of the amount the Debtor Bank is required to pay to the Debtor under the laws applicable to that Debtor Bank.

[1] Or the Article 61(1) of the reference [2]

7 TERMS USED IN THIS ANNEX

Definitions taken from other documents are acknowledged. Terms defined elsewhere in this document are not repeated here, but only referenced.

	Definition
Authentication	*Defined in section 4.6.7 of this Annex*
e-Mandate	*Defined in section 1.3 and 4.1 of Annex VII*
e-Mandate proposal	*A proposal for issuing an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor*
e-Mandate request	*A request for amendment or cancellation of an e-Mandate (see above) as initiated by the Debtor on the Website of the Creditor*
Providers of routing services	*Defined in section 3.1 of this Annex*
Providers of validation services	*Defined in section 3.1 of this Annex*
SEPA e-Mandate standards	*Defined in section 0.5.2 of the Rulebook*

ANNEX VIII MAJOR DIFFERENCES IN THE SEPA B2B DIRECT DEBIT SCHEME BETWEEN THE USE OF PAPER MANDATES AND E-MANDATES

THIS ANNEX IS NOT A PART OF THE RULEBOOK AND IS INCLUDED IN THE RULEBOOK FOR INFORMATION PURPOSES ONLY

Background information

This annex documents the major differences in the B2B SEPA Direct Debit Scheme resulting from the use of paper mandates or the alternative use of e-Mandates as described in the Annex VII.

It is intended for those interested in knowing the main differences due to the use of e-Mandates under the B2B Scheme. It does not contain an exhaustive list of all the detailed differences in the Rulebook.

Major Differences

Aspect	B2B Scheme – paper mandates	B2B Scheme – e-Mandates
1. On adherence by banks		
1.1 As a debtor bank	Optional.	1. As the e-Mandate service is optional, adherence as a debtor bank is optional. 2. Banks may act as a Debtor Bank for e-Mandates only.
1.2 As a creditor bank	Optional.	1. Optional. It is optional for banks to adhere as a creditor bank, or as a debtor bank, or in both roles. 2. Banks may act as a Creditor Bank for e-Mandates only.
2. The Mandate issuing process		
2.1 Parties involved	The creditor and the debtor only, banks are not involved	The creditor, the debtor, the creditor bank for the routing service and the debtor bank for the validation service
2.2 The physical nature of the mandate	Paper	An electronic document
2.3 The dematerialisation of the mandate	Is a role of the creditor	Is not needed, as the mandate only exists as an electronic document

3. The Mandate amendment and cancellation process		
3.1 Amendment	Amendment through an electronic channel may be offered by the creditor	Amendment through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. An amendment by paper is also allowed by the scheme.
3.2 Cancellation	Cancellation through an electronic channel may be offered by the creditor	Cancellation through an electronic channel is a mandatory service for a creditor who offers the e-mandate issuing service. A cancellation by paper is also allowed by the scheme.
3.3 Need to inform the Debtor Bank on Mandate cancellations	NA	NA
4. The obligation to provide a copy of a mandate when requested		
4.1 Storage obligation	The creditor must store the mandates as long as required by national law	The creditor and the debtor bank must store the part of the electronic mandate which they are required to store by the applicable national law
4.2 Obligation to provide a copy of the mandate	The creditor must make a copy of the mandate available when requested	The creditor and the debtor bank must make a copy available, when requested, of the part of the mandate which they are obliged to store
5. Checking by the Debtor Bank		
5.1 Obligation to check	Due to the absence of the refund right and the potential large amounts involved, the Debtor Bank is obliged to obtain the confirmation from the Debtor on the B2B Mandate data received as part of the Collection presented, before debiting the Debtor's account.	The Debtor Bank may use the session between the Debtor and the Debtor Bank in the e-Mandate issuing in order to obtain his confirmation.

5.2 Obligation to store instructions	In order to execute this checking, the Debtor Bank must store the Mandate data confirmed by the Debtor and the related instructions given by the Debtor, in order to use these data and the related instructions for the checking of each successive collection presented.	The Debtor Bank may use the session between the Debtor and the Debtor Bank in the e-Mandate issuing in order to collect the checking instructions.
5.3 Need to inform the Debtor Bank on Mandate cancellations	The cancellation of the Mandate is carried out between the Creditor and the Debtor. The Debtor Bank must include in the B2B conditions with its Business Customers the obligation for the Debtor to inform the Debtor Bank about the cancellation of a Mandate, so that the Debtor Bank can update its stored instructions for rejecting unauthorised collections.	The cancellation should be executed through an electronic channel.
6. XML Messages		
6.1 New attribute (17) in the collection messages	Indicates the use of a paper mandate	Indicates the use of an e-Mandate
6.2 New messages DS-12 and DS-13	Not applicable	New messages supporting the e-Mandate service: DS-12 sent by the routing to the validation service DS-13 answer from the validation service to the routing service