SEPA Direct Debit Rules

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Contents

This translation is furnished for the client's convenience only. The original Dutch text, which will be sent upon request, will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

These rules contain provisions and instructions on subjects dealt with in the SEPA Direct Debit Conditions.

SEPA Direct Debit Rules

1. Mandate

1.1. SEPA Core Direct Debit Scheme mandate form for written mandates and mandates via iDIN Signing[1]

You may use the standard mandate forms which you can download from abnamro.nl or make your own form for giving a mandate. A SEPA mandate form should in any event contain the following data and possibilities for entering information:

► The word SEPA must appear in the name of the mandate. For example: 'Recurrent SEPA mandate' or 'One-off SEPA mandate'.
► Your name and address.
► Your creditor ID (which you receive when concluding the SEPA Direct Debit agreement).
► The mandate reference. You must create this reference yourself. It must fulfil the following conditions:
  ► in combination with your creditor ID, it must be unique for every mandate[2];
  ► it may not exceed 35 positions and must consist of letters and/or digits (alphanumeric).

  You may also create this reference if the mandate has already been signed by the debtor. However, in such a case you must notify the debtor of that reference before you initiate collection.
► An 'authorisation text'.
  In the case of a SEPA Core Direct Debit Scheme Recurrent the authorisation text must read as follows:
  "Door ondertekening (schriftelijk of via iDIN Onder-tekenen) van dit formulier geeft u toestemming aan
  ► {naam van de incassant} om doorlopend incasso-opdrachten te sturen naar uw bank om een bedrag van uw rekening af te schrijven[3] en
  ► uw bank om doorlopend een bedrag van uw rekening af te schrijven overeenkomstig de opdracht van {naam van de incassant}.
  Als u het niet eens bent met deze afschrijving kunt u deze laten terugboeken. Neem hiervoor binnen acht weken na afschrijving contact op met uw bank. Vraag uw bank naar de voorwaarden."
  [This is the standard Dutch text]

In the case of a SEPA Core Direct Debit Scheme One-off the authorisation text must read as follows:
"Door ondertekening (schriftelijk of via iDIN Onder-tekenen) van dit formulier geeft u toestemming aan
► {naam van incassant} om eenmalig een incasso-opdracht te sturen naar uw bank om een bedrag van uw rekening af te schrijven[4] en
► uw bank om eenmalig een bedrag van uw rekening af te schrijven overeenkomstig de opdracht van {naam van incassant}.
Als u het niet eens bent met deze afschrijving kunt u deze laten terugboeken. Neem hiervoor binnen acht weken na afschrijving contact op met uw bank. Vraag uw bank naar de voorwaarden."
[This is the standard Dutch text]

► The refund period and an explanation that to obtain a refund the debtor should contact his own bank. See the 'authorisation texts' above.
► Debtor's name.
► Debtor's IBAN (International Bank Account Number).
► Location and date of signature (for written mandates, for iDIN Signing this follows from the process).
► Debtor's signature (for written mandates, for iDIN Signing this follows from the process).

If the text of the (written) mandate is on a page that also contains other text, the text of the mandate must be clearly separated from the other text. The text of the mandate may never be included only in the contractual conditions.

A mandate contains data that are susceptible to fraud. We therefore advise you to enclose a return envelope when sending the (written) mandate form to the debtor. You can then ask the debtor to return the signed mandate form in the enclosed return envelope. In any event you should clearly indicate to what address the debtor should return the signed mandate.

If the debtor is resident in one of the other countries of the Single Euro Payments Area and not in the Netherlands, you must draw up the mandate in another language. This must be the language (or languages)[5] of the country in which the debtor is resident. If you do not know which

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[1] For iDIN and iDIN Signing, please see the information at https://www.abnamro.nl/nl/zakelijk/producten/betalen/idin.html
[2] The combination must be unique, without taking account of the business code in the creditor ID. See also the 'ABN AMRO Addendum for SDD', which can be downloaded from abnamro.nl
[3] Add optional phrase: wegens {description services/order}.
[4] See footnote 3.
[5] For specimen translations, please get in touch with your regular contact at the bank.

language you should use, you should draw up the mandate in English. The 'authorisation text' in English is as follows:
"By signing this mandate form (in writing or via iDIN Signing), you authorise
▶ {name of creditor} to send instructions to your bank to debit your account and
▶ your bank to debit your account in accordance with the instructions from {name of creditor}.
As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited."

In the English version of the 'authorisation text' above, there is no mention of whether it concerns a recurrent or a one-off authorisation. You should therefore state this separately and clearly on the mandate form.

You may also prepare a (written) mandate form in two languages, for example in Dutch on the front and in English on the back.

1.2. SEPA B2B Direct Debit Scheme mandate form for written mandates and mandates via iDIN Signing[6]

The SEPA B2B Direct Debit may only be used for collecting payments from business debtors. By signing the mandate a business debtor waives the right to request a refund of an executed direct debit.
You yourself may make a form by which a mandate may be given. A SEPA mandate form should in any event contain the following data and possibilities for entering information:
▶ The word SEPA must appear in the name of the mandate. For example: 'Recurrent B2B SEPA mandate' or 'One-off B2B SEPA mandate'.
▶ Your name and address.
▶ Your creditor ID (which you receive when concluding the SEPA Direct Debit agreement).
▶ The mandate reference. You must create this reference yourself. However, it must fulfil the following conditions:
  ▶ in combination with your creditor ID, it must be unique for every mandate[7];
  ▶ it may not exceed 35 positions and must consist of letters and/or digits (alphanumeric).
  You may also create this reference if the mandate has already been signed by the debtor. However, in such a case you must notify the debtor of that reference before you initiate collection.
▶ An 'authorisation text'.

In the case of a SEPA B2B Direct Debit Scheme Recurrent the authorisation text must read as follows:
"Door ondertekening (schriftelijk of via iDIN Onder-tekenen) van dit formulier geeft u toestemming aan
▶ {naam van incassant} om doorlopend incasso-opdrachten te sturen naar uw bank om een bedrag van uw rekening af te schrijven[8] en
▶ uw bank om doorlopend een bedrag van uw rekening af te schrijven overeenkomstig de opdracht van {naam van incassant}.
Deze machtiging is uitsluitend bedoeld voor zakelijke incasso transacties tussen bedrijven. Na afschrijving heeft u geen recht het bedrag terug te laten boeken. U heeft wel het recht om uw bank te vragen het bedrag niet af te schrijven van uw rekening. U kunt dit doen tot en met de dag waarop de afschrijving zou plaatsvinden. Vraag uw bank naar de voorwaarden.
Let op: uw bank mag de SEPA Incasso Bedrijven alleen van uw rekening afschrijven als u de machtigings-gegevens heeft geregistreerd bij uw bank. Informeer bij uw bank hoe u dit kunt doen".
[This is the standard Dutch text]

In the case of a SEPA B2B Direct Debit Scheme One-off the authorisation text must read as follows:
"Door ondertekening (schriftelijk of via iDIN Onder-tekenen) van dit formulier geeft u toestemming aan
▶ {naam van incassant} om eenmalig een incasso-opdracht te sturen naar uw bank om een bedrag van uw rekening af te schrijven[9] en
▶ uw bank om eenmalig een bedrag van uw rekening af te schrijven overeenkomstig de opdracht van {naam van incassant}.
Deze machtiging is uitsluitend bedoeld voor zakelijke incasso transacties tussen bedrijven. Na afschrijving heeft u geen recht om het bedrag terug te laten boeken. U heeft wel het recht om uw bank te vragen het bedrag niet af te schrijven van uw rekening. U kunt dit doen tot en met de dag waarop de afschrijving zou plaats-vinden. Vraag uw bank naar de voorwaarden.
Let op: uw bank mag de SEPA Incasso Bedrijven alleen van uw rekening afschrijven als u de machtigings-gegevens heeft geregistreerd bij uw bank. Informeer bij uw bank hoe u dit kunt doen."
[This is the standard Dutch text]
▶ Debtor's name.
▶ Debtor's IBAN (International Bank Account Number).
▶ Location and date of signature (for written mandates, for iDIN Signing this follows from the process).

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[6] For iDIN and iDIN Signing, please see the information at https://www.abnamro.nl/nl/zakelijk/producten/betalen/idin.html
[7] See footnote 2.
[8] See footnote 3.
[9] See footnote 3.

▶ Debtor's signature (for written mandates, for iDIN Signing this follows from the process).

If the text of the (written) mandate is on a page that also contains other text, the text of the mandate must be clearly separated from the other text. The text of the mandate may never be included only in the contractual conditions.

A mandate contains data that are susceptible to fraud. We therefore advise you to enclose a return envelope when sending the (written) mandate form to the debtor. You can then ask the debtor to return the signed mandate form in the enclosed return envelope. In any event you should clearly indicate to what address the debtor should return the signed mandate.

If the debtor is resident in one of the other countries of the Single Euro Payments Area and not in the Netherlands, you must draw up the mandate in another language. This must be the language (or languages)[10] of the country in which the debtor is resident. If you do not know which language you should use, you should draw up the mandate in English.

The 'authorisation text' in English is as follows:
"By signing this mandate form (in writing or via iDIN Signing), you authorise
▶ {name of creditor} to send instructions to your bank to debit your account and
▶ 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. Ask your bank for the conditions on which this may be done. Please note: Your bank may debit the SEPA business-to-business collection to your account only if you have registered the mandate information with your bank. Ask your bank how you can do this."

In the English version of the 'authorisation text' above, there is no mention of whether it concerns a recurrent or a one-off authorisation. You should therefore state this separately and clearly on the mandate form.

You may also prepare a (written) mandate form in two languages, for example in Dutch on the front and in English on the back.

1.3. Submission of details for e-Mandates

If you want to obtain an e-Mandate, you must submit certain details with the e-Mandate request, including the creditor ID and the mandate reference. The connection documentation indicates in further detail which details are required. You can find these on the bank's website, abnamro.nl

1.4. Automatic cancellation of mandate

The mandate is automatically cancelled if no SEPA Direct Debit instruction has been presented during a continuous period of 36 months. In such a case you may then no longer present SEPA Direct Debit instructions for this mandate.

1.5. Switching service

If one or more of your debtors use the Switching service you will receive notification of this. This is done electronically through the channel customarily used for this purpose. You should keep this message as part of the mandate.

1.6. Using Dutch Core Direct Debit mandates

If you used Dutch direct debit in the past, you will already have received mandates from the debtor. Subject to certain conditions you may continue using these mandates for SEPA Core Direct Debit Recurrent. This is known as mandate migration. You may continue using such a mandate if you formerly used the Dutch direct debit variant Core Recurrent mandate and/or the Dutch direct debit variant B2B Recurrent mandate[11]. This applies only to mandates issued before 1 February 2014, and before you started using SEPA Direct Debit. In this case, you must have fulfilled the following conditions:
1. You must have collected and recorded in your accounting system the missing data which are necessary for a SEPA mandate. You need these data because you must send them when presenting SEPA Direct Debit instructions. This concerns the following data:
   ▶ the creditor ID: you receive this when concluding a SEPA Direct Debit agreement;
   ▶ the debtor's IBAN;
   ▶ the mandate reference; you must create this yourself and it must fulfil the following conditions:
     ▶ in combination with your creditor ID, it must be unique for every mandate[12];
     ▶ it may not be longer than 35 positions (alphanumeric);
   ▶ you must always have recorded the date of signature of a migrated mandate as 1/11/2009; this is so even if the mandate has in reality been issued after

that date. In the case of a new SEPA mandate you must always record the true date of signature. New SEPA mandates are mandates which have been signed since you have started using SEPA Direct Debit.

2. Before presenting the first SEPA Direct Debit instruction you must have informed your debtors of:
   ▶ your creditor ID;
   ▶ the mandate reference;
   ▶ the amount that you are going to collect and when you will do this.

Please note: from the moment that you start using SEPA Direct Debit you must use SEPA Direct Debit mandate forms for your new debtors.

1.7. Using Dutch B2B Direct Debit mandates
If you used the Dutch direct debit variant B2B Recurrent mandate in the past, you may only continue using the existing mandate for the SEPA Core Direct Debit Recurrent. This may be done only on the conditions explained above in the section on Using Dutch Core Direct Debit mandates. The debtors then obtain a right of refund for eight weeks. You may not use the existing mandates of this Dutch direct debit variant for the SEPA B2B Direct Debit Recurrent. This is because in the case of the SEPA B2B Direct Debit Recurrent the debtor no longer has a right of refund. This is why you must collect new mandates from the debtors in that case.

1.8. Using mandates in the case of third-party direct debit
It is possible that in the past you have collected payments for a third party to whom mandates have been issued. For this purpose you needed the written consent of the bank. You also had to inform the debtors that you were authorised to collect on behalf of the third party. If you fulfil these conditions, you may continue using such mandates in the same cases and on the same conditions as explained above in the sections on Using Dutch Core Direct Debit mandates and Using Dutch B2B Direct Debit mandates. We also recommend that you enter the name of the third party in the case of each direct debit transaction by entering it in the field 'Ultimate creditor' and in the description field. The debtor can then see on whose behalf you are collecting.

There is a risk, however, that if the mandate is disputed you will not be able to demonstrate that a valid mandate exists. This is because the mandate has been issued to a third party and not to you. This is a risk which you bear. The risk is not covered by the bank. To exclude this risk, you may also decide to ask the debtors to provide new SEPA mandates.

1.9. Digital storage of written mandates
1. Digital storage of written mandates is permitted subject to the following conditions.
2. Scanning of written mandates must take place in colour, with a minimum resolution of 300 dpi.
3. You must ensure that it is possible at all times to determine the following of each digitally stored mandate:
   a. the content, structure and appearance of the written mandates you have received;
   b. the date on which you received and/or digitised the mandate;
   c. the operating software or application software used to store or manage the mandates, and
   d. you must ensure that it is not possible to alter the digitised mandate.
4. You must ensure that you have an up-to-date, complete and logically coherent overview of the digitised mandates. This must be ordered according to the applicable ordering structure as adopted by you. This also applies to mandates signed via iDIN Signing.
5. You must ensure that the digitised mandates are always easily accessible. It must be possible to find, print and/or send every mandate by digital means within a reasonable term, and within 5 business days at the latest.
6. You must link meta data to the digitised mandates, so that the following data can be traced at all times:
   a. the original technical nature of the digitised mandates, and their hardware and software environment;
   b. the current technical nature of the digitised mandates, and their hardware and software environment, so that their reproduction is possible at all times.
7. If there is any possibility that a change to or failure of the operating software or application software means that you can no longer fulfil the aforementioned requirements, you must see to the timely conversion or migration of the digitised mandates.
8. The digitised mandates must be stored in a validatable and fully documented file format that is compliant with an open standard.
9. It is possible that digitally stored mandates given by debtors who hold an account with a foreign bank are not accepted as legally valid in that country.

1.10. Complaints procedure
You are required to have a proper complaints procedure for your debtors who give direct debit mandates, ensuring that you can always be reached directly and immediately.

1.11. Provisions for e-Mandates

1. Before collecting a debt on the basis of an e-Mandate, you must retrieve the final status of the e-Mandate at the bank. You may only collect the debt if the final status of the accompanying e-Mandate is 'Successful'. This is explained in more detail in the connection documentation, which can be found on the bank's website abnamro.nl

2. When an e-Mandate is changed or withdrawn, you must give the correct mandate reference and the debtor's account number that you last used.

3. You must adhere to the conditions for e-Mandates, including the use of the e-Mandates logo, as described in the connection documentation, and the terms and conditions of the iDIN Signing[13] service that you have purchased from a Digital Identity Service Provider who has been certified by Currence to provide that service.

4. You must adhere to the connection documentation made available by the bank and any other instructions as applicable from time to time. You must implement changes arising from changes in the connection documentation within the set term.

5. The bank is not responsible for the (continuous) availability of the systems supporting the e-Mandate. This at least includes the availability of the electronic channels of the various connected banks of the debtors. The bank can carry out maintenance to the systems that support e-Mandates, so that the e-Mandate service may be temporarily unavailable or slower. The bank is not liable for any form of loss that you or third parties may suffer due to the non-functioning or malfunctioning of the e-Mandate, except if said loss is the result of a wilful act or deliberate recklessness of the bank.

6. You must carry out the directory protocol (collect debit list) with the frequency indicated in the connection documentation, and the terms and conditions of the iDIN Signing service that you have purchased from a Digital Identity Service Provider who has been certified by Currence to provide that service.

2. Presentation of SEPA Direct Debit instructions

2.1. Presentation through the bank
SEPA Direct Debit instructions can only be presented electronically. You must use the electronic banking services designated by the bank for this purpose. When presenting instructions, you must comply with the security and signing methods prescribed by the bank.

For the use of these services you must conclude a separate agreement with the bank.

2.2. File format
You may use the Access Online service of the bank for initiating SEPA Direct Debit instructions. You can also initiate SEPA Direct Debit instructions using your own software and then send them to the bank through the electronic banking services designated by the bank. In that case you must initiate the SEPA Direct Debit instructions in the file format XML ISO 20022. You must comply with the 'XML message for SEPA Direct Debit Initiation, Implementation Guidelines for the Netherlands', and the 'ABN AMRO Addendum on the XML Message for SEPA Direct Debit Initiation (PAIN)'. You can download these from abnamro.nl

2.3. Presentation in batches
SEPA Direct Debit instructions can only be presented in a SEPA Direct Debit batch ('payment information' as defined in 'XML message for SEPA Direct Debit Initiation, Implementation Guidelines for the Netherlands'). A SEPA Direct Debit batch is a collection of SEPA Direct Debit instructions of the same type and with the same execution date. The following types of instruction exist under SEPA Direct Debit:

▶ one-off
▶ first collection of a series
▶ recurrent
▶ final collection of a series

You must present separate SEPA Direct Debit batches for each type of instruction. SEPA Direct Debit instructions of different types may not be included in a single SEPA Direct Debit batch. Nor is it permitted to present SEPA Direct Debit instructions of different SEPA Direct Debit types – SEPA Core Direct Debit (Recurrent and One-off) and SEPA B2B Direct Debit (Recurrent and One-off) – in a single SEPA collection batch or in the same file.

When you present direct debit instructions, you are obliged to indicate that the instruction is a one-off or a recurrent instruction. When you present direct debit instructions, you are permitted to indicate that it concerns the first instruction of a series or the final instruction of a series. This is not obligatory.

2.4. Timelines for presentation
You must present SEPA Direct Debit batches to the bank at the latest one business day before the execution date desired by you. This applies to all types of instructions.

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[13] For iDIN and iDIN Signing, please see the information at https://www.abnamro.nl/nl/zakelijk/producten/betalen/idin.html

The latest time by which SEPA Direct Debit batches must be presented on the day of presentation depends on what form of electronic banking service you use. These times are shown in the documentation of the relevant electronic banking service and on the abnamro.nl website.

2.5. Special rules for presentation
Special rules apply for presenting the SEPA Direct Debit that follows a change of mandate. The special rules are set out in the 'ABN AMRO Addendum on the XML Message for SEPA Direct Debit Initiation (PAIN)' available from abnamro.nl

2.6. Switching service
If a debtor uses the Switching service, you will receive electronic notification of this through the electronic banking service used by you. You should keep this message as part of the mandate. In such a case you present the next SEPA Direct Debit instruction according to paragraph 2.5. Special rules for presentation using the debtor's new IBAN.

3. Revocation of SEPA Direct Debit instructions

3.1. Revocation (before ABN AMRO has sent the instruction to the debtor's bank)
You may revoke a SEPA Direct Debit instruction or SEPA Direct Debit batch which has a future execution date. This can be done up to and including the day prior to the business day on which the bank sends the SEPA Direct Debit instruction to the debtor's bank for processing. The bank sends the SEPA Direct Debit instruction to the debtor's bank for processing on the first business day before the desired execution date. This applies to all types of instructions.

3.2. Request for revocation (after ABN AMRO has sent the instruction to the debtor's bank)
You may present a request for revocation of a SEPA Direct Debit instruction or SEPA Direct Debit batch if the instruction or the batch has already been sent to the debtor's bank but has not yet been settled. This may be done from the day on which the batch is sent to the debtor's bank for processing up to and including the day before the date of settlement. A request for revocation will always be implemented on a 'best efforts' basis.

4. Refund

4.1. Refund at the debtor's request (applies only to SEPA Core Direct Debit)
The amount of the SEPA Direct Debit instruction is, in principle, debited by the debtor's bank from the debtor's account on the desired execution date (settlement). Sometimes, however, debiting on the desired execution date is not possible. For example, if there are insufficient funds in the account. The debtor's bank then has the possibility of debiting the debtor's account until five business days after settlement. The debtor can arrange for a SEPA Direct Debit instruction to be refunded until no later than 56 calendar days after debiting. The debtor's bank has two business days in which to process the refund. Consequently, the debtor's bank may process a refund up to 56 calendar days plus 7 business days after the settlement date.

4.2. Interest payable in the case of a refund at the debtor's request
Where a refund occurs at the debtor's request, the bank charges you interest. This is debited separately. This is also in addition to the agreed fee for the refund itself. This interest is calculated as follows:
▶ the number of calendar days from (and including) the settlement date of the original direct debit (= the credit booking date) up to (but not including) the settlement date of the refund (= the debit booking date of the refund) multiplied by the interest rate. The interest rate is calculated as follows:
▶ for each day in a month: the '€STR' rate that was applicable on the first business day of that month, based on a year of 360 days. '€STR' (Euro Short-Term Rate) is an overnight interest rate benchmark calculated and published by the ECB.

5. Reversal

You can request reversal of a SEPA Direct Debit instruction or a SEPA Direct Debit batch which has already been settled. The SEPA Direct Debit instruction or SEPA Direct Debit batch is then 'reversed'. In the case of a reversal the bank makes allowance for direct debit instructions which cannot be processed, have already been refused or have already been refunded. In other words, the bank uses its best efforts to avoid reversing direct debit instructions which have found to be unprocessable or have already been refused or refunded. A request for reversal is always implemented on a 'best efforts' basis. The bank will implement a reversal only if you have sufficient funds in your account.

0900 - 0024
(Call charges: for this call you pay your usual call charges
set by your telephone provider.
abnamro.nl