

AIB SEPA Direct Debit Creditors Agreement



To: Allied Irish Banks, p.l.c. ("the Bank")

From:

_____ (Company/Association/Partnership/Society*)

having its registered office at/

of _____ (Address)

As a Creditor under the Single Euro Payments Area Direct Debit Scheme (SEPA Scheme)

("Creditor"/"we"/"us"/"our")

*insert above the full name of the Company/Association/Partnership/Society and in addition and where appropriate its trading/business name.

WE HEREBY REQUEST AUTHORISE AND APPOINT the Bank as a Participant to the SEPA Scheme to be our Sponsoring Bank under the SEPA Scheme and, as our Sponsoring Bank, to provide Direct Debit Services to us as Creditor as Direct Debits are presented electronically by us for application against the Bank accounts of Debtors.

NOW, IN CONSIDERATION of:

1. a/ your acting as our Sponsoring Bank under the SEPA Scheme in which you are a Participant, we HEREBY CONFIRM that we shall adhere to and agree to be bound by and shall comply and observe in all respects the rules, terms and standards of the SEPA Scheme in force from time to time including such obligations as more particularly specified in the Schedule hereto and which said obligations and business standards are set out in the SEPA Core Direct Debit Scheme Rulebook, a copy of which has been made available to us, AND WE HEREBY INDEMNIFY you, and shall keep you fully indemnified on your first demand against all actions, claims, damages, costs and expenses (including legal fees and expenses on a full indemnity basis) and whether directly or indirectly, which you may suffer, sustain or incur with reference to or as a consequence of your acting on our behalf as a Participant in the Scheme;

and/or

b/ your acting as a Paying Bank under the SEPA Scheme and accepting at any time or from time to time instructions from us (or from our agent or anyone purporting to act as our agent) under or pursuant to the SEPA Scheme, to debit yourselves or the accounts of your customers with the amounts as specified in our instructions as aforesaid, and you hold or have held direct debit instructions from such customers for such purposes, we HEREBY INDEMNIFY you and shall keep you fully indemnified on your first demand against all actions, claims, damages, including refund compensation representing related interest loss (if applicable) costs and expenses (including legal fees and expenses on a full indemnity basis), and whether directly or indirectly, which you may suffer, sustain or incur with reference to or as a consequence of such debiting or (as applicable) any failure to so debit.

Further and pursuant to Clause 1 a/ and b/ we HEREBY AUTHORISE you with or without notice to us to debit our accounts with all such sums so demanded including the right to open an account especially for that purpose.

Provided further that no counter claim, cross claim, set off or other objection to payment shall be asserted by us or on our behalf under or pursuant to this Indemnity including but not limited to any claim by us that part of any demand under this Indemnity has been caused directly or indirectly by any failure by you to comply with the provisions of the SEPA Scheme in order to refuse (or as a basis for refusing) payment in connection with such demand; and so that we

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shall pay forthwith the amount of any such demand as required by you without any set off thereto and without any requirement for proof of our acceptance of the validity of such demand(s).

- 2.** We authorise you to admit, compromise or reject any claims made upon you under or pursuant to the SEPA Scheme without reference to or authority from us as a Creditor.
- 3.** You are not required to verify or check that any direct debit instruction given to you by your customer under or pursuant the SEPA Scheme and referable to us as Creditor has been given and remains in force in respect of any debits made or to be made by you.
- 4.** You are not required to verify or check that any purpose of payment or condition of payment stated in any direct debit instruction signed by you or by your customers under or pursuant to the SEPA Scheme and referable to us as Creditor is fulfilled or is observed.
- 5.** We agree that any demand under this Indemnity shall be sufficient if delivered by hand or sent by post to our address as noted above or if different our current address as notified to you; if sent by hand then such demand shall be deemed delivered on the date of delivery (if a business day) and if not, then on the next business day; if sent by post then such demand shall be deemed to be delivered on the second business day after the day of posting thereof.
- 6.** This indemnity is to be in addition to and is not to prejudice or be prejudiced by any other indemnity which has been or may now or hereafter be executed by us (or by any other person) in connection with the SEPA Scheme, nor prejudiced by the actions or omissions of any other participant in the SEPA Scheme.
- 7.** This Indemnity shall be binding on us as a continuing security and assurance notwithstanding any payments from time to time made to you or any settlement of account under or pursuant to this Indemnity or otherwise, or by any disability or incapacity affecting us or any other thing whatsoever.
- 8.** You are to be at liberty without thereby affecting your rights under this Indemnity at any time and from time to time at your absolute discretion to release, discharge, compound with or otherwise vary or agree our liability under this Indemnity, or make any other arrangements with us. The foregoing is without prejudice to your right as our Sponsoring Bank to cease at any time at your own discretion to act as our Sponsoring Bank as participant in the SEPA Scheme and prior to such termination with notice to suspend and withhold further acting on our instructions. Any termination of sponsorship by you shall not affect our continuing responsibility and liability as Creditor to you in respect of claims arising in relation to direct debit transactions initiated by or for us prior to the date of such termination and does not affect our continuing liability in respect of past direct debit transactions having regard to clause 10 supra.
- 9.** This Indemnity shall be enforceable by you, the Bank, as Participant to the SEPA Scheme and your successors and assigns and notwithstanding any change in your name or constitution or ownership or your amalgamation or merger with any person or any transfer of your business or assets to any person or any reconstruction or reorganisation whatsoever of your business or corporate structure.
- 10.** This Indemnity shall continue in full force and effect so long as we remain as a Creditor provided however that should we change our Sponsoring Bank then as and from the date on which such change has taken effect our liability under this Indemnity shall extend to cover only direct debits originated by or for us by you prior to such date, and in any event our liability to you under this Indemnity shall not extend beyond 36 months after the date of debiting of such past direct debit to the account as originated by or for us. This Indemnity shall enable you to open new accounts in our name to apply such sums due and owing to you forming the subject of a demand by you where our accounts have been closed at our request but subsequently demand is required to be made by you pursuant to direct debits originated by or for us prior to such date.
- 11.** This Indemnity shall be governed by and construed in accordance with the laws of Ireland. Any legal proceedings which may be instituted in connection herewith shall be commenced and prosecuted either in the Courts of Ireland (to the jurisdiction whereof in such event we hereby irrevocably and unconditionally submit) or, at your option, in the Courts of the Country in which we are domiciled or the jurisdiction whereof we are subject at the time such proceedings are commenced.

(1) Authorised Signatory

Print Name

Signature

Title/Position in Business

(2) Authorised Signatory

Print Name

Signature

Title/Position in Business

(3) Authorised Signatory

Print Name

Signature

Title/Position in Business

Dated this _____ day of _____ 20

FOR BANK USE ONLY

ATTENTION! The ORIGINAL form must be kept in branch and a copy should be EMAILED (ibb.after.sales@aib.ie) or FAXED ((01) 608 9454) to the iBusiness Banking Set-up and Amendments Team for processing.

Set-up and Amendments will be unable to process this request unless it is signed by the Branch/Relationship Manager.

I confirm that the customer signature(s) have been verified.

BRANCH BUSINESS CENTRE NAME

Authorised Signatory at Branch

PRINT NAME

SIGNATURE

DATE

SIGNING NUMBER

CONTACT NUMBER

Note: This agreement form must be signed in accordance with the mandate for the operation of the IBB Service

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Schedule

In accordance with the relevant requirement set out in the SEPA Direct Debit Rulebook

You are obliged as Creditor

- 1.** To obtain and use a Creditor Identifier when effecting SEPA Direct Debits
- 2.** To use a form of Mandate which complies with the Rulebook
- 3.** To comply with the terms of Mandates agreed with your Debtors
- 4.** To collect, process and store data related to your Mandates in accordance with the relevant provisions of the Rulebook
- 5.** To pre-notify your Debtors in relation to Collections you propose to initiate in accordance with the relevant Mandate
- 6.** To initiate Collections with AIB Bank as Sponsoring Bank in accordance with the relevant timing requirements set out in the Rulebook
- 7.** To perform all operational tasks allocated to Creditors under the Rulebook
- 8.** To effect all Rejects, Returns and Refunds in relation to your Collections presented through AIB Bank as Sponsoring Bank
- 9.** Without delay, to provide AIB Bank with information relating to your Collections and Mandates, and a copy of any Mandate, when requested by AIB Bank
- 10.** To comply with any guidance for Creditors issued from time to time in relation to risk mitigation
- 11.** To resolve any disputes concerning the underlying contract and the related payments directly with the Debtor

A copy of the full SEPA Core Direct Debit Scheme Rulebook is available at www.europeanpaymentscouncil.eu