

# General Terms and Conditions governing Rabobank (Business) Euro Direct Debit 2013

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**Rabobank**

# General Terms and Conditions governing Rabobank (Business) Euro Direct Debit 2013

## 1. Definitions

- 1.1** General Terms and Conditions: these General Terms and Conditions governing Rabobank (Business) Euro Direct Debit 2013.
- 1.2** Bank: the Rabobank with which the Collector has concluded the Rabobank Euro Direct Debit contract.
- 1.3** Debtor: the person who has issued a Mandate.
- 1.4** Collector: the person or persons who has or have concluded the Rabobank Euro Direct Debit contract.
- 1.5** Euro Direct Debit: the SEPA Direct Debit Core type of direct debit as specified in the SEPA Core Direct Debit Scheme Rulebook managed by the European Payments Council (EPC) prevailing at the time.
- 1.6** Batch: Euro Direct Debit orders from the Collector with the same processing date which are submitted simultaneously as a batch and with due regard for the Euro Direct Debit Manual.
- 1.7** Euro Direct Debit order: the Collector's instruction to the Bank to collect or arrange for the collection of a payment to be debited from a Debtor's bank account.
- 1.8** Mandate: the mandate a Debtor issues to the Collector that the Collector uses to issue a Euro Direct Debit order for Rabobank Euro Direct Debit.
- 1.9** Distinguishing Features: the Rabobank, EPC and/or Euro Direct Debit logos, the visual identity and layout properties and every other reference or designation that the public can interpret as a reference to Rabobank, EPC and/or Euro Direct Debit.
- 1.10** Rabobank Euro Direct Debit contract: the Rabobank Euro Direct Debit contract concluded between the Bank and the Collector, which is governed by these General Terms and Conditions.
- 1.11** Switch Support Service: the Interbank Switch Support Service managed by the Dutch Banking Association.
- 1.12** Rabobank Euro Direct Debit: the Rabobank payment service for Collectors based on Euro Direct Debit.
- 1.13** Account: the Collector's account specified in the Rabobank Euro Direct Debit contract.

- 1.14** Processing Date: the date stated in the Euro Direct Debit order on which the Collector requires the Euro Direct Debit order to be processed.
- 1.15** Settlement Date: the Working Day on which the Euro Direct Debit order is actually processed and the collected amount is credited to the Account.
- 1.16** Site: [www.rabobank.nl](http://www.rabobank.nl) or a website replacing that website.
- 1.17** Euro Direct Debit Manual: the Euro Direct Debit Manual of the Bank relevant for the Rabobank Euro Direct Debit.
- 1.18** Working Day: every day other than Saturdays and Sundays, with the exception of the days on which Target is closed. The days on which Target is closed are specified in the Euro Direct Debit Manual.

## 2. Term of Rabobank Euro Direct Debit contract

- 2.1** The Rabobank Euro Direct Debit contract is concluded for an indefinite period. The Collector and the Bank are both entitled to terminate the Rabobank Euro Direct Debit contract by issuing written notice of termination with a notice period of at least 30 calendar days.
- 2.2** The Rabobank Euro Direct Debit contract is terminated without the issue of notice of termination by the Collector or the Bank after the expiry of a period of more than 18 months after the Settlement Date of the last Euro Direct Debit order.
- 2.3** The Bank is entitled to terminate the Rabobank Euro Direct Debit contract with immediate effect, without the need for notice of default or other formalities, and without the obligation to pay compensation for loss or the restitution of fees to the Collector:
- should the Collector fail to fulfil one of the obligations arising from the Rabobank Euro Direct Debit contract, these General Terms and Conditions, the General Banking Terms and Conditions or the Euro Direct Debit Manual;
  - once notice of termination is given for the account agreement governing the Collector's maintenance of the Account with the Bank or the account agreement is terminated;
  - on the Collector's bankruptcy or a petition for bankruptcy, suspension of payments or a petition for a suspension of payments, placement under guardianship and/or death;
  - on the Collector being placed under administration and/or the issue of an administrative order and/or the attachment of (part of) the Collector's assets;
  - on the declaration of the applicability of a statutory debt rescheduling arrangement to the Collector;
  - on the closure and/or termination and/or transfer of (a substantial part of) the Collector's business;
  - when the Collector is a legal person: on the dissolution, merger



and/or demerger of the Collector;

- when the Bank is of the opinion that the relationship between the Bank and the Collector or the use of Rabobank Euro Direct Debit by the Collector is or could be detrimental to the reputation of the Bank and/or the image of Rabobank Euro Direct Debit or could put the integrity of the banking system in jeopardy.

**2.4** The termination of the Rabobank Euro Direct Debit contract does not discharge the Collector from the obligations imposed by that contract which are of a nature such that they remain in force, such as – but not restricted to – the provisions of articles 14, 15, 17 to 22 inclusive and 25 to 36 inclusive of these General Terms and Conditions.

### **3. Features of Rabobank Euro Direct Debit**

**3.1** The features of Rabobank Euro Direct Debit are specified in the Euro Direct Debit Manual.  
The Bank is entitled to amend the features of Rabobank Euro Direct Debit at any time and shall then either inform the Collector of the amendments or enable the Collector to take cognisance of the amendments via the Site.

**3.2** Rabobank Euro Direct Debit may be used solely for Euro Direct Debit orders denominated in euros and debited from bank accounts suitable for that purpose that the Debtor maintains at financial institutions which participate in Euro Direct Debit as what are referred to as Debtor Banks.

**3.3** The Bank shall make commercially justifiable efforts to enable the Collector to issue Euro Direct Debit orders during the periods and in the manner(s) specified by the Bank.  
The Bank is entitled, including in situations such as malfunctions, maintenance work or security incidents, to limit and/or suspend the issue of Euro Direct Debit orders either in full or in part. The Bank shall, when feasible, inform the Collector in advance of the suspension or intended suspension via the Site or through other means unless the Bank is of the opinion that this is undesirable in connection with, for example, preventing or detecting fraud or safeguarding the integrity of the banking system or the interests of third parties.

**3.4** The Bank is entitled, for example in connection with preventing or detecting fraud or safeguarding the integrity of the banking system or the interests of third parties, to implement, without advance notice, temporary or permanent emergency measures that may have, for example, consequences for the issue or method of issue and/or processing of Euro Direct Debit orders.

**3.5** Once the Collector has issued a Euro Direct Debit order on the basis of Rabobank Euro Direct Debit the Collector may no longer issue a direct debit order on the basis of a payment service based

on the Currence B.V. Incasso/Machtigen ('direct debit/mandating') type of direct debit, including the use of this payment service provided by another financial institution.

### **4. Direct debit limits, amendment**

**4.1** When the Collector uses Rabobank Euro Direct Debit he may not exceed the direct debit limits that have been specified for him. When the Rabobank Euro Direct Debit contract comes into effect the then prevailing direct debit limits are specified in the Rabobank Euro Direct Debit contract.

The Bank is entitled to unilaterally amend the direct debit limits or set new direct debit limits when the Bank is of the opinion that there is reason to do so, for example to limit the opportunities for or consequences of fraud or abuse or to safeguard the integrity of the banking system or the interests of third parties. The Bank is also entitled to amend the direct debit limits or set new direct debit limits when the Bank is of the opinion that the Collector's use of Rabobank Euro Direct Debit gives reason to do so. However, the Bank is not under the obligation to amend direct debit limits or set new direct debit limits. The Bank shall give the Collector notification of the amendment of direct debit limits or adoption of new direct debit limits.

**4.2** The Bank is not under the obligation to refuse the processing of Euro Direct Debit orders when a direct debit limit is exceeded.

### **5. Use of Rabobank Euro Direct Debit**

**5.1** The Collector may use Rabobank Euro Direct Debit solely for the collection of accounts receivable from Debtors by means of Euro Direct Debit orders pursuant to a valid Mandate of the type specified in the Rabobank Euro Direct Debit contract.

**5.2** The Collector warrants that he shall not use Rabobank Euro Direct Debit and shall not issue Euro Direct Debit orders for activities and/or for goods and services:

- that are in conflict with imperative Dutch or foreign legislation or regulations;
- when the existence, operation, trading, possession or use thereof is an offence in the Netherlands or abroad;
- that infringe the rights of third parties;
- that are unlawful in the Netherlands or abroad for another reason;
- when, in the Bank's opinion, this is or could be detrimental to the reputation of the Bank or of divisions of the Rabobank Group and/or the image of Rabobank Euro Direct Debit;
- when, in so doing, the Collector acts contrary to the Rabobank Euro Direct Debit contract, these General Terms and Conditions, the General Banking Terms and Conditions or the Euro Direct Debit Manual;
- when, in the opinion of the Bank, this is detrimental to the integrity of the banking system.

The Bank is entitled to suspend the fulfilment of its obligations



pursuant to the Rabobank Euro Direct Debit contract, including the processing of Euro Direct Debit orders and/or the transfer of amounts collected under Euro Direct Debit Orders to the Account, immediately and either in whole or in part, without the need for notice of default or other formalities, and without the obligation to pay compensation for loss when and for the period that the Bank is of the opinion that the Collector fails to fulfil the provisions laid down in the previous sentence or that there is a difference of opinion on this fulfilment between the Collector and the Bank, the Bank and third parties or the Collector and third parties. This right to suspend performance is without prejudice to all the Bank's other rights, including the right to compensation for loss and the right to terminate or dissolve the Rabobank Euro Direct Debit contract.

5.3 The Collector must comply with the requirements imposed on him by the Euro Direct Debit Manual at all times.

## 6. Mandate, retention and digitalisation

6.1 The Collector shall ensure that the type and content of the Mandate pursuant to which the Collector issues a Euro Direct Debit order to the Bank and the manner in which the Debtor issues the Collector the Mandate comply with the Euro Direct Debit Manual and that the Mandate is valid.

6.2 The Collector may no longer use a Mandate for Euro Direct Debit orders once he has not issued Euro Direct Debit orders on the basis of this Mandate for a consecutive period of 36 months.

6.3 The Collector must retain the original Mandate for at least 14 months after the expiry of the Mandate.

6.4 The Collector must retain the Mandate data in unchanged digitalised form in accordance with the Euro Direct Debit Manual.

6.5 The Collector shall submit an appropriate copy of the Mandate to the Bank within no later than 7 Working Days of a request made by the Bank to that effect and in accordance with the Euro Direct Debit Manual.

## 7. Amendments to the Mandate

7.1 The Collector shall ensure, once one or more of the obligatory details of the Mandate as prescribed by the Euro Direct Debit Manual are no longer correct, that the Mandate is amended, with written approval from the Debtor, before the issue of a following Euro Direct Debit order.

7.2 Following the amendment of the details of the Mandate that the Collector must, pursuant to the Euro Direct Debit Manual, specify in the Euro Direct Debit order the Collector shall specify these amended details of the Mandate in the next Euro Direct Debit order in accordance with the Euro Direct Debit Manual.

7.3 The amended details of the Mandate are an integral part of the Mandate. The provisions laid down in these General Terms and Conditions governing the Mandate are also applicable to the amendments to the Mandate.

## 8. Use of direct debit mandates for Incasso/Machtigen ('direct debit/mandating') for Rabobank Euro Direct Debit

8.1 The Collector may use a 'Continuous General Mandate' or 'Continuous Mandate for Businesses' that the Debtor has issued to the Collector and which was signed before the Rabobank Euro Direct Debit contract was signed to collect accounts receivable on the basis of Rabobank Euro Direct Debit. Within the context of this Article 8 a 'Continuous General Mandate' and a 'Continuous Mandate for Businesses' is understood as a direct debit mandate that a collector may use to collect accounts receivable with a payment service based on the Incasso/Machtigen ('direct debit/mandating') payment formula of Currence B.V.

8.2 The Collector must inform the Debtor in advance of his intention to issue the first Euro Direct Debit order based on a 'Continuous General Mandate' or a 'Continuous Mandate for Businesses', in accordance with the Euro Direct Debit Manual.

8.3 The Collector must collect and retain the information prescribed by the Euro Direct Debit Manual and in accordance with the provisions of Article 6 prior to the issue of a Euro Direct Debit order on the basis of a 'Continuous General Mandate' or a 'Continuous Mandate for Businesses'.

8.4 When the Collector issues a Euro Direct Debit order on the basis of a 'Continuous General Mandate' or a 'Continuous Mandate for Businesses' then the Collector's order must state the date on which the mandate was signed as 1 November 2009.

8.5 When the Collector has issued a Euro Direct Debit order on the basis of a 'Continuous General Mandate' or a 'Continuous Mandate for Businesses' then the Collector may no longer use the direct debit mandate for the collection of accounts receivable with a payment service based on the Incasso/Machtigen ('direct debit/mandating') type of debit of Currence B.V., including the use of this payment service provided by another financial institution.

8.6 Once the Collector has issued a Euro Direct Debit order on the basis of a 'Continuous General Mandate' or a 'Continuous Mandate for Businesses' then this direct debit mandate is also understood as a Mandate as referred to in these General Terms and Conditions. Consequently, the provisions governing the Mandate laid down in these General Terms and Conditions also govern the 'Continuous General Mandate' or 'Continuous Mandate for Businesses'. This applicability of these General Terms and Conditions has no influence on the agreements applicable to the payment service for



which the 'Continuous General Mandate' or 'Continuous Mandate for Businesses' were originally used.

## 9. Prior announcement

The Collector shall notify the Debtor of the direct debit, the amount and the date on which the direct debit will take place prior to the Processing Date. When no agreements about the interval between the prior announcement and the direct debit have been made with the Debtor then this prior announcement shall be issued at least 14 days before the Processing Date.

The prior announcement shall contain at least the following information:

- a) the amount to be debited; and
- b) the Processing Date.

## 10. Issuing Euro Direct Debit orders

**10.1** The Collector must ensure that the Bank receives a Euro Direct Debit order by no later than the period prior to the Processing Date specified in the Euro Direct Debit Manual and in accordance with the Euro Direct Debit Manual.

**10.2** Euro Direct Debit orders and Batches must comply with the Euro Direct Debit Manual.

**10.3** In addition to the requirements specified in the Rabobank Euro Direct Debit contract, these General Terms and Conditions or in the Euro Direct Debit Manual, the Collector may issue solely Euro Direct Debit orders under the Rabobank Euro Direct Debit contract if:

- a) they are based on the type of Mandate specified in the Rabobank Euro Direct Debit contract, and
- b) this does not result in the transgression of the Collector's prevailing direct debit limits, and
- c) the Collector is in the possession of a valid Mandate of the type required for the Euro Direct Debit order and which complies with the Euro Direct Debit Manual, and
- d) they comply with all the other requirements specified in the Rabobank Euro Direct Debit contract, these General Terms and Conditions and the Euro Direct Debit Manual.

## 11. Cancelling Euro Direct Debit orders

**11.1** The Collector may cancel a Euro Direct Debit order or a Batch issued to the Bank, in accordance with the Euro Direct Debit Manual. The request for cancellation must be received by the Bank by no later than the time prior to the Processing Date prescribed in the Euro Direct Debit Manual. The Bank is not under the obligation to process requests for cancellations the Bank receives after this time. When the Bank does process a request for cancellation received after this time the Bank cannot guarantee that the Euro Direct Debit order will actually be cancelled. When the Bank charges a fee for processing a request for cancellation then the Collector shall owe this fee even when the request for cancellation does not result in the cancellation of the Euro Direct Debit order.

**11.2** The Collector must cancel a Euro Direct Debit order immediately, in accordance with the provisions of Article 11.1, once an order to be processed no longer meets the requirements laid down in Article 10.3.

## 12. Refusal of the processing of Euro Direct Debit orders

**12.1** The Bank is entitled to refuse to process a Euro Direct Debit order submitted by the Collector or, at the Bank's discretion, the entire Batch containing the Euro Direct Debit order when:

- the Euro Direct Debit order cannot be processed, for example because the Euro Direct Debit order contains incorrect data or lacks data, or for technical reasons;
- one or more of the prevailing direct debit limits would be transgressed, or;
- the Collector acts contrary to the Rabobank Euro Direct Debit contract, these General Terms and Conditions, the General Banking Terms and Conditions or the Euro Direct Debit Manual, or;
- the Bank is of the opinion that there is reason to do so, for example to prevent or limit the consequences of fraud or abuse or to safeguard the integrity of the banking system, or;
- when one of the grounds for refusal as laid down in the conditions governing the Account arises, or;
- the Debtor's financial institution, on the Debtor's request or otherwise, has given notification that it will refuse the processing of (specific) Euro Direct Debit orders to be debited from the Debtor's bank account or that the direct debit payment shall be reversed.

The Bank is not under the obligation to the Collector to refuse a Euro Direct Debit order in the aforementioned situations.

**12.2** The Bank shall notify the Collector when it refuses to process Euro Direct Debit orders, in accordance with the Euro Direct Debit Manual.

## 13. Processing of Euro Direct Debit orders

**13.1** When the Euro Direct Debit order is processed the Bank shall credit the amount collected from the Debtor's bank account to the Account subject to the suspensive condition that reversal shall take place in accordance with the provisions of articles 14 or 15.

**13.2** The Account shall be credited on the Processing Date, unless:

- the Euro Direct Debit order was not issued to the Bank in time before the Processing Date, in accordance with the Euro Direct Debit Manual. The crediting of the Account will then be postponed by the number of Working Days equal to the Working Days after the time at which the Euro Direct Debit order should have been issued; or
- the direct debit limits are exceeded and the Bank nevertheless decides not to refuse to process the Euro Direct Debit order. The crediting of the Account will then be postponed by the number of Working Days that the Bank needed to approve the



transgression of the direct debit limit.

- 13.3 When Euro Direct Debit orders are issued in Batches then the total amount of the Euro Direct Debit orders in this Batch will be credited to the Account.

#### 14. Reversal of Euro Direct Debit orders

- 14.1 The Creditor must repay the Bank the amount of a Euro Direct Debit order immediately on the reversal of that Euro Direct Debit order. To this end the Bank shall debit the amount credited to the Account pursuant to the Euro Direct Debit order from the Account. The Creditor shall ensure that the balance or unused part of the credit facility of the Account is always sufficient to debit the amount. When the amount cannot or can no longer be debited from the Account then the Collector is under the obligation to pay the Bank the amount of the Euro Direct Debit order immediately and in a manner determined by the Bank.
- 14.2 The Bank may reverse an amount credited to the Account pursuant to a Euro Direct Debit order – and the Collector is under the obligation to repay that amount to the Bank – when:
- the Bank subsequently invokes one of the grounds for refusal specified in Article 12 after processing a Euro Direct Debit order, or;
  - the Debtor's financial institution requests the Bank to reverse the direct debit either on its initiative or on the Debtor's request, when the type of Mandate on which the Euro Direct Debit order is based entitles the Debtor to do so, within 56 days + 7 Working Days after the Settlement Date, or;
  - the Bank is of the opinion that this is necessary, for example to prevent or limit fraud or abuse or the detrimental consequences of fraud or abuse.

#### 15. Reversal of unauthorised Euro Direct Debit orders

- 15.1 In addition to the grounds for reversal laid down in Article 14, the Debtor may, during a period of 13 months after the Settlement Date, request his financial institution to reverse the collection of an amount pursuant to a Euro Direct Debit order when that Euro Direct Debit order was not based on a valid Mandate. The Mandate is no longer valid in situations including the following:
- the Mandate was not issued by or on behalf of the Debtor; or
  - the Mandate is null and void or has been nullified; or
  - the Mandate was terminated before or on the Settlement Date, irrespective of the reason; or
  - The Mandate does not comply with the Euro Direct Debit Manual; or
  - the Euro Direct Debit order is not compatible with the content of the Mandate or the reasons why the Debtor issued the Mandate; or
  - the Mandate is not valid or may not be used for another reason.

- 15.2 The Bank shall notify the Collector of a request for reversal

pursuant to the provisions of Article 15.1. This can also take place after the period of 13 months referred to in Article 15.1.

The Collector must notify the Bank, by no later than 7 Working Days after the Bank has given notification of the request for reversal and in accordance with the Euro Direct Debit Manual, whether:

- the Collector accepts the reversal, or;
- the Collector disputes the reversal.

The Collector's information must state the information specified in the Euro Direct Debit Manual including, when so requested by the Debtor or the Debtor's financial institution, the original Mandate or a copy of the Mandate.

- 15.3 The Bank shall send the information received in good time from the Collector to the Debtor's financial institution. The Debtor's financial institution shall take this information into account when deciding whether the Debtor's request for reversal is justified. When the Debtor's financial institution is of the opinion that the request for reversal was justified then the Collector must immediately repay the collected amount to the Bank. The provisions of Article 14.1 are then applicable *mutatis mutandis*.

#### 16. Switch Support Service

- 16.1 The Collector shall terminate collections debited from the Debtor's account specified in the Mandate immediately when so requested by the Bank and shall henceforth use the account stated in the Bank's request. The Bank may make a request of this nature solely in connection with the Interbank Switch Support Service. The Collector shall comply with this request solely when the request complies with the Euro Direct Debit Manual.
- 16.2 The Collector must retain the request referred to in Article 16.1 with and as part of the Mandate, in accordance with the provisions of Article 6.

#### 17. Euro Direct Debit Manual

- 17.1 The use of Rabobank Euro Direct Debit is governed by the Euro Direct Debit Manual. The Euro Direct Debit Manual is published on the Site or made known by the Bank to the Collector or made available to the Collector. The Collector must observe the instructions given in the Euro Direct Debit Manual. The Collector may not use Rabobank Euro Direct Debit if the Collector does not comply with the Euro Direct Debit Manual.

- 17.2 The Bank is entitled to amend the Euro Direct Debit Manual and shall notify the Collector of any such amendments or enable the Collector to take cognisance of the amendments via the Site.

#### 18. Site

The Collector shall surf to the Site at regular intervals and at least once 30 calendar days to determine whether new information about Rabobank



Euro Direct Debit has been published, including information about amendments to the features (Article 3), required goods and services (Article 23), Euro Direct Debit Manual (Article 17), fees (Article 24) and amendments to the General Terms and Conditions (Article 30).

## 19. Communications

The Bank shall inform the Collector of the Bank's address and contact details that the Collector shall require to communicate with the Bank in connection with the Rabobank Euro Direct Debit contract.

The Bank is entitled to amend the address and contact details used by the Collector and shall either inform the Collector of the amendments or enable the Collector to take cognisance of the amendments via the Site.

## 20. Distinguishing Features and intellectual property rights to other works

**20.1** The Distinguishing Features are protected by intellectual property rights (including trademark rights and copyrights) vested with the Bank and/or third parties.

**20.2** The Collector may not make use of the Distinguishing Features unless that use is permitted pursuant to the Rabobank Euro Direct Debit contract, these General Terms and Conditions or the Euro Direct Debit Manual or the Bank has granted the Collector written permission to do so.

**20.3** The technology made available to the Collector (including computer software), documentation and methods are protected by intellectual property rights (including trademark rights, copyrights and patent rights) vested with the Bank and/or its suppliers.

**20.4** The Collector may not make use of the technology, documentation and methods made available to the Collector unless that use is permitted pursuant to the Rabobank Euro Direct Debit contract, these General Terms and Conditions or the Euro Direct Debit Manual or the Bank has granted the Collector written permission to do so.

**20.5** The Collector shall terminate the use of the Distinguishing Features and works protected by intellectual property rights vested in the Bank or third parties immediately on the termination of the Rabobank Euro Direct Debit contract.

## 21. Debtor data

In signing the Rabobank Euro Direct Debit contract the Collector undertakes towards the Bank – and the Bank so demands as a third-party clause for every Debtor – to use the data received about the Debtor in connection with Euro Direct Debit orders solely for the Collector's administrative settlement of Euro Direct Debit orders and with due regard for the statutory provisions governing the protection of personal data.

## 22. Inspections

The Bank is entitled to inspect the administrative records, systems and computer systems of the Collector and third parties called in by the Collector and to have independent inspections carried out when the Bank is of the opinion that there are reasons to doubt the correct fulfilment of the obligations pursuant to the Rabobank Euro Direct Debit contract, these General Terms and Conditions or the Euro Direct Debit Manual by the Collector or third parties called in by the Collector. The Collector shall cooperate in full with any such inspection and shall ensure that the inspection can also be carried out at third parties called in by the Collector. The Bank shall bear the cost of the inspection unless the inspection reveals that the Collector or a third party called in by the Collector has failed to fulfil the aforementioned obligations. In the latter event the Collector is under the obligation to reimburse the reasonable costs the Bank has incurred in carrying out the inspection.

## 23. Required goods and services

**23.1** The Collector shall provide for, at the Collector's expense and risk, the non-disrupted availability of, adequate protection for and appropriate performance of the goods and services, including telecommunication services, required for Rabobank Euro Direct Debit as specified on the Site.

The Bank is entitled to amend the specifications of the required goods and/or services and/or telecommunications services and shall either inform the Collector of the amendments or enable the Collector to take cognisance of the amendments via the Site.

**23.2** The Collector shall, at the Collector's expense and risk and with due regard for the Euro Direct Debit Manual, make the computer system used for Rabobank Euro Direct Debit suitable for that purpose and maintain its suitability for that purpose.

## 24. Fees

The Bank is entitled to amend the fees and the amount of the fees, the calculation and settlement periods, the calculation and settlement methods for those fees and to charge new fees. The Bank shall notify the Collector of the amendment of the fees, the calculation and settlement periods or the calculation and settlement methods, or the new fees to be charged at least 30 days before the amendments come into force or enable the Collector to take cognisance of the amendments via the Site.

## 25. Relationships with third parties

**25.1** The Bank is not a party to agreements between the Collector and the Debtor.

The Bank is not liable towards the Collector for the acts or legal acts of a Debtor or for a Debtor's failure to fulfil the Debtor's obligations.

The Collector indemnifies the Bank against all claims from a Debtor relating to agreements between the Collector and the Debtor or the use of Rabobank Euro Direct Debit and shall compensate the Bank for all loss the Bank incurs as a result of any such claims.



**25.2** The Bank is entitled, at the Bank's expense and risk, to make use of the services of third parties in the performance of the Rabobank Euro Direct Debit contract. The Bank shall exercise the necessary care when selecting these third parties.

**25.3** The Collector is entitled, at the Collector's expense and risk and with due regard for the provisions of the Rabobank Euro Direct Debit contract, these General Terms and Conditions, the General Banking Terms and Conditions and the Euro Direct Debit Manual, to call in third parties for the performance of the Rabobank Euro Direct Debit contract. The Collector shall ensure that the third parties called in by the Collector are fully cognisant of and bound by the obligations on the Collector arising from the Rabobank Euro Direct Debit contract, these General Terms and Conditions and the Euro Direct Debit Manual. The Collector shall ensure that the third parties called in by the Collector fulfil their obligations in the correct manner and shall enforce their compliance with those obligations in court on the Bank's first request. The Collector needs to be aware that calling in third parties is accompanied by risks. The Collector shall exercise the necessary care when selecting and calling in these third parties.

## **26. Rabobank Euro Direct Debit contracts with legal persons or a number of Collectors**

When the Collector is a legal person, a partnership, a limited partnership or a general partnership or a limited or other form of public company with or without a legal personality or the Rabobank Euro Direct Debit contract has been concluded with a number of Collectors then every director, (managing or administrative) associate, partner or Collector is deemed to possess the power of attorney with the right of substitution to perform all acts and legal acts for the performance of or in connection with the Rabobank Euro Direct Debit contract and the General Terms and Conditions.

The termination of a power of attorney can be invoked against the Bank solely when the Bank has received written notification of that termination.

## **27. Liability**

**27.1** Without prejudice to the other liability provisions in these General Terms and Conditions, and unless directly due to its gross negligence or intent, the Bank is not liable for direct or indirect loss incurred as a result of:

- the Collector's failure to fulfil the provisions of the Rabobank Euro Direct Debit contract, these General Terms and Conditions or the Euro Direct Debit Manual;
- international conflicts;
- violent or armed actions;
- measures implemented by any national, foreign or international government;
- measures implemented by a supervisory authority;
- boycotts;
- labour disturbances at third parties or amongst the own staff;

- disruptions and the suspension of power supplies, telecommunication services or connections, or in the equipment or software of the Bank or third parties called in by the Bank;

**27.2** The Bank is never liable for indirect loss, also including loss of profit, loss caused by the delays in the operations and consequential loss.

**27.3** The Bank's liability is also limited to a maximum of the total amount of the fees (Article 24) paid to the Bank pursuant to the Rabobank Euro Direct Debit contract during the period of 12 months prior to the incident that resulted in the loss, less the total amount of the compensation for loss the Bank has already paid to the Collector in that period of 12 months in connection with the Rabobank Euro Direct Debit contract.

## **28. Proof**

The administrative records of the Bank and/or third parties called in by the Bank serve as full proof for the Collector, with the exception of proof to the contrary submitted by the Collector.

## **29. Applicable law, competent court, Collector's terms and conditions**

**29.1** The Rabobank Euro Direct Debit contract is governed exclusively by Netherlands law.

Disputes relating to the Rabobank Euro Direct Debit contract, these General Terms and Conditions, the General Banking Terms and Conditions and the Euro Direct Debit Manual can be submitted solely to the Dutch court.

**29.2** The Rabobank Euro Direct Debit contract and these General Terms and Conditions are not governed by articles 516, 517, 518, 520, first paragraph, 522, second paragraph, second sentence, 526, 527, 529 to 531 inclusive, 534, 542, 543, 544 and 545 Book 7 of the Dutch Civil Code and the regulations based on Title III of the directive as referred to in Article 514 of Book 7 of the Dutch Civil Code.

**29.3** The Collector's terms and conditions or General Terms and Conditions are not applicable to the Rabobank Euro Direct Debit contract.

## **30. Amendments to the General Terms and Conditions**

The Bank is entitled to supplement, amend and/or replace these General Terms and Conditions. The Bank shall notify the Collector of any such amendments at least 30 calendar days before a supplement, amendment or replacement comes into effect or enable the Collector to take cognisance of the amendments via the Site.

## **31. Taxes**

The Collector shall bear the cost of taxes owed or that may be levied in the future in connection with the Rabobank Euro Direct Debit contract,





the General Terms and Conditions declared applicable in that contract, the General Banking Terms and Conditions or the Euro Direct Debit Manual.

### 32. Costs

The Collector shall bear all costs arising from the Rabobank Euro Direct Debit contract, including the Bank's judicial and extrajudicial collection costs. The extrajudicial costs amount to 10 percent (10%) of the amount to be collected, with a minimum of five hundred euros (€ 500). The Collector shall bear the full amount of the extrajudicial collection costs incurred by the Bank that the Bank can demonstrate are in excess of this 10 percent (10%) of the amount to be collected.

### 33. Irregularities

The Collector must give the Bank immediate notification of any irregularity that occurs, has occurred or is at risk of occurring in connection with or in connection with the performance of the Rabobank Euro Direct Debit contract or with respect to the General Terms and Conditions declared applicable in that contract, the General Banking Terms and Conditions or the Euro Direct Debit Manual and, when so requested by the Bank, shall take or refrain from every act that the Bank, in reasonableness, deems to be necessary in connection with the irregularity or the risk of the irregularity occurring.

### 34. Merger/transfer/demerger

- 34.1 Following a legal merger or demerger of the Bank the Bank's powers, rights and obligations can also be exercised or fulfilled independently or jointly and severally by the Bank's successor or successors in title.
- 34.2 The Bank is entitled to transfer the legal relationship between the Bank and the Collector, including the accessory rights resulting from that legal relationship, to a third party either in full or in part. In signing the Rabobank Euro Direct Debit contract the Collector grants advance permission for any such transfer.
- 34.3 Following a merger, demerger or transfer of the Bank all references to 'Bank' in these General Terms and Conditions and the Rabobank Euro Direct Debit contract should (also) be understood as the Bank's successor or successors in title.

### 35. Partial nullity or voidableness

The nullity or voidableness of a provision of these General Terms and Conditions or the Rabobank Euro Direct Debit contract does not result in the nullity or voidableness of these General Terms and Conditions or the Rabobank Euro Direct Debit contract or any other provision thereof.

### 36. Domicile

When the address of the Collector is unknown to the Bank then the Collector is deemed to have elected domicile at the address of the Bank's head office and/or the Collector's place of business is deemed to be at that address. All notifications for the Collector will be submitted to this

address and all documents for the Collector will be delivered and or served at this address.

### 37. Special provisions: Rabobank Business Euro Direct Debit

- 37.1 This Article 37 is applicable solely to Rabobank Business Euro Direct Debit.
- 37.2 Unless stipulated otherwise in this Article 37, all the provisions of these General Terms and Conditions governing the Rabobank Euro Direct Debit payment service or the Rabobank Euro Direct Debit contract also govern the Rabobank Business Euro Direct Debit payment service and the Rabobank Business Euro Direct Debit contract.
- 37.3 Rabobank Business Euro Direct Debit is the Rabobank payment service for Collectors based on the SEPA Direct Debit B2B type of direct debit as specified in the SEPA Business to Business Direct Debit Scheme Rulebook managed by the European Payments Council (EPC) prevailing at the time.
- 37.4 The Collector may make use of Rabobank Business Euro Direct Debit solely after concluding a Rabobank Business Euro Direct Debit contract.
- 37.5 The Collector may use Rabobank Business Euro Direct Debit solely to collect amounts from Debtors who are not consumers. Within this context 'consumers' are understood as natural persons who are not acting in the course of their profession or business.
- 37.6 When Rabobank Business Euro Direct Debit is an issue then:
- the 'Euro Direct Debit' term defined in Article 1.5 of these General Terms and Conditions shall be understood as the SEPA Direct Debit B2B payment formula as specified in the SEPA Business to Business Direct Debit Scheme Rulebook managed by the European Payments Council prevailing at the time;
  - the 'Mandate' term defined in Article 1.8 of these General Terms and Conditions shall be understood as the Mandate for Business to Business Direct Debit issued by the Debtor to the Collector that the Collector uses to issue a Euro Direct Debit order with Rabobank Business Euro Direct Debit;
  - the 'Rabobank Euro Direct Debit contract' term defined in Article 1.10 of these General Terms and Conditions shall be understood as the Rabobank Euro Direct Debit contract for Rabobank Business Euro Direct Debit which is concluded between the Bank and the Collector that is governed by these General Terms and Conditions;
  - the 'Rabobank Euro Direct Debit' term defined in Article 1.12 of these General Terms and Conditions shall be understood as the Rabobank's Rabobank Business Euro Direct Debit payment service.
- 37.7 In derogation from the provisions of Article 3.2, Rabobank Business



Euro Direct Debit may be used solely for Euro Direct Debit orders to be debited from bank accounts suitable for that purpose that the Debtor maintains at financial institutions which participate in the SEPA Direct Debit B2B type of direct debit as specified in Article 37.3, as what are referred to as Debtor Banks.

**37.8** In derogation from the provisions of Article 8 of these General Terms and Conditions, the Collector may not use the 'Continuous General Mandate' or 'Continuous Mandate for Businesses' for the collection of amounts on the basis of Rabobank Business Euro Direct Debit.

**37.9** In derogation from the provisions of Article 14.2, under b), of these General Terms and Conditions, the Debtor is not entitled to request the reversal of a Euro Direct Debit order issued pursuant to Rabobank Business Euro Direct Debit on the grounds of the right to request reversal after the Settlement Date referred to in that Article. However, the Debtor's financial institution is entitled to request the Bank to reverse the direct debit by no later than 2 Working Days after the Settlement Date: the provisions of articles 14.1 and 14.2 will then be applicable.

**37.10** In derogation from the provisions of Article 15.1 of these General Terms and Conditions, the Debtor is not entitled to request the reversal of an unauthorised Euro Direct Debit order issued pursuant to Rabobank Business Direct Debit.

