Deutsche Bank

Terms and Conditions for Payments by Direct Debit under the SEPA Business-to-Business (B2B) Direct Debit Scheme

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The present translation is provided for the customer's convenience only. The original German text of the Terms and Conditions for Payments by Direct Debit under the SEPA Business-to-Business (B2B) Direct Debit Scheme (Bedingungen für Zahlungen mittels Lastschrift im SEPA-Firmenlastschriftverfahren) is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings or interpretations, the German text, constructions, meanings or interpretations shall govern exclusively.

Further details of the Bank are contained in the "List of Prices and Services" (Preis- und Leistungsverzeichnis).

Payments which the customer who is not a consumer makes to payees (creditors) by SEPA business-to-business (B2B) direct debit through his/her account with the Bank shall be subject to the following terms and conditions.

1 General

1.1 Definition
A direct debit is a payment transaction initiated by the payee and debited to the customer's account where the amount of the payment is specified by the payee.

1.2 Charges
Charges and any changes thereto shall be governed by No. 12, Paragraphs 2 – 6 of the banks' General Business Conditions (Allgemeine Geschäftsbedingungen).

2 SEPA business-to-business (B2B) direct debit

2.1 General
2.1.1 Main characteristics of the SEPA B2B direct debit scheme
The SEPA B2B direct debit scheme may only be used by customers who are not consumers.
It enables the customer to make payments in euros to the payee through the Bank within the Single Euro Payments Area (SEPA). SEPA comprises the countries and territories listed in the Annex.
For the execution of payments by SEPA B2B direct debit:
– the payee and the payee's payment service provider must use the SEPA B2B direct debit scheme
– the customer must give the SEPA B2B direct debit mandate to the creditor before the payment transaction; and
– the customer must confirm to the Bank that the SEPA B2B direct debit mandate has been given.
The payee shall initiate the respective payment transaction by presenting the direct debits to the Bank through his/her payment service provider. If a payment made on the basis of a SEPA B2B direct debit is authorised, the customer shall not be entitled to claim a refund of the amount debited to his/her account from the Bank.

2.1.2 Unique identifiers
The customer must use the IBAN notified to him/her, plus for cross-border payments (outside the European Economic Area) the BIC of the Bank, as his/her unique identifier vis-à-vis the payee, since the Bank is entitled to execute the payment by SEPA B2B direct debit solely on the basis of the unique identifier provided to it. The Bank and intermediary institutions involved will execute the payment to the payee using the IBAN, plus for cross-border payments outside the EEA the BIC indicated by the payee in the direct debit data set as the customer's unique identifier.

2.1.3 Transmission of direct debit data
When SEPA B2B direct debits are used, the direct debit data may also be forwarded through the message transmission system of the Society for Worldwide Interbank Financial Telecommunications (SWIFT), which is based in Belgium and has operating centres in the European Union, Switzerland and the United States.

2.2 SEPA B2B direct debit mandate
2.2.1 Giving the SEPA B2B direct debit mandate
The customer shall give a SEPA B2B direct debit mandate to the payee. The customer thereby authorises the Bank to pay SEPA B2B direct debits drawn by the payee. The mandate must be given in writing or in the manner agreed with the Bank. By giving such authorisation, the customer also expressly allows the payment service provider and any intermediary institution involved in collecting the direct debit to process, transmit and store his/her personal data required to execute the direct debit.
The SEPA B2B direct debit mandate must contain the following statements by the customer:
– a statement authorising the payee to collect payments from the customer's account by SEPA B2B direct debit; and
– a statement instructing the Bank to pay the SEPA B2B direct debits drawn by the payee on the customer's account.
The SEPA B2B direct debit mandate must contain the following details (authorisation data):
– identification of the payee
– creditor identifier
– indication of whether the mandate is for a one-off payment or recurring payments
– name of the customer
– name of the customer's bank; and
– customer's unique identifier (see Section 2.1.2).
The direct debit mandate may contain additional details supplementing the authorisation data.

2.2.2 Confirmation of a SEPA B2B direct debit mandate
The customer must confirm the authorisation under Section 2.2.1 to the Bank without delay by sending the Bank the following data contained in the SEPA B2B direct debit mandate given to the payee:
– identification of the payee
– creditor identifier
– mandate reference
– indication of whether the mandate is for a one-off payment or recurring payment
– date on which the mandate was signed.
For this purpose, the customer may also send the Bank a copy of the SEPA B2B direct debit mandate.
The customer must notify the Bank without delay and, if possible, in writing of any changes to or cancellation of the SEPA B2B direct debit mandate given to the payee.

2.2.3 Revocation of the SEPA B2B direct debit mandate
The SEPA B2B direct debit mandate may be revoked by the customer by means of a statement to this effect to the Bank. Revocation shall take effect from the banking business day, as stated in the "List of Prices and Services" (Preis- und Leistungsverzeichnis), following the day on which notice of revocation is received. Notice of revocation should, if possible, be given in writing and to the account-keeping branch of the Bank. It should also be given to the payee.
Revocation of the SEPA B2B direct debit mandate shall not cover SEPA B2B direct debits already debited to the customer's account.
In such cases, Section 2.2.4, Paragraphs 2 and 3 shall apply.

2.2.4 Rejection of individual SEPA B2B direct debits
(1) The customer may separately instruct the Bank not to pay certain SEPA B2B direct debits drawn by the payee. This instruction must be received by the Bank no later than the end of the banking business day, as stated in the "List of Prices and Services", before the due date indicated in the direct debit data set. This instruction should, if possible, be given in writing and to the account-keeping branch of the Bank. It should also be given to the payee.
(2) A SEPA B2B direct debit entry on the debit date may only be rejected on this date if the customer and the Bank have agreed to this. The agreement shall become effective if the Bank manages to finally recover the direct debit amount. For handling such a revocation by the customer, the Bank shall levy the charge set out in the "List of Prices and Services".
(3) The SEPA B2B direct debit may no longer be rejected by the customer after the date on which the debit entry is made.

2.3 Collection of the SEPA B2B direct debit by the payee under the SEPA B2B direct debit mandate

(1) The SEPA B2B direct debit mandate given by the customer shall remain with the payee. The payee shall enter the authorisation data and any additional details in the data set for collection of SEPA B2B direct debits. The respective direct debit amount shall be specified by the payee.

(2) The payee shall send the data set for collection of the SEPA B2B direct debit to the Bank (payer bank) electronically through his/her payment service provider. This data set shall also represent the customer's instruction to the Bank in the SEPA B2B direct debit mandate to pay the respective SEPA B2B direct debit (see Section 2.2.1, Sentences 2 and 5). For delivery of this instruction, the Bank shall waive the form agreed for giving the SEPA B2B direct debit mandate (see Section 2.2.1, Sentence 3).

2.4 Payment transaction based on the SEPA B2B direct debit

2.4.1 Debiting the direct debit amount to the customer's account

(1) On receipt of SEPA B2B direct debits drawn by the payee, the amount specified by the payee shall be debited to the customer's account on the due date indicated in the direct debit data set. If the due date is not a banking business day as stated in the "List of Prices and Services", the account shall be debited on the next banking business day.

(2) The customer's account shall not be debited or a debit entry shall be cancelled no later than the third bank working day after it was made if:
– the Bank has received no confirmation from the customer pursuant to Section 2.2.2
– the Bank has received notice of revocation of the SEPA B2B direct debit mandate pursuant to Section 2.2.3
– the Bank has received notice of rejection of the customer's direct debit pursuant to Section 2.2.4
– the customer does not have a sufficient credit balance on the account or sufficient credit for payment of the direct debit (lack of funds); the Bank shall not pay partial amounts
– the payer's IBAN indicated in the direct debit data set cannot be assigned to any account held by the customer with the Bank or
– the direct debit cannot be processed by the Bank because the direct data set
– does not contain a creditor identifier or contains one which is evidently wrong to the Bank
– does not contain a mandate reference
– does not indicate the date on which the mandate was given or
– does not indicate the due date.

2.4.2 Payment of SEPA B2B direct debits

SEPA B2B direct debits shall be paid if the debit entry in the customer's account has not been cancelled later than the third bank working day after it was made.

2.4.3 Notification of non-execution or cancellation of the debit entry or refusal of payment

The Bank shall inform the customer without delay, and no later than the time agreed in Section 2.4.4, of non-execution or cancellation of the debit entry (see Section 2.4.1, Paragraph 2) or refusal to pay a SEPA B2B direct debit (see Section 2.4.2). This may be done also through the agreed account information channel. The Bank shall, if possible, state the reasons and indicate ways to rectify the errors that led to the non-execution, cancellation or refusal.

For a justified refusal to pay an authorised SEPA B2B direct debit due to a lack of funds (see Section 2.4.1, Paragraph 2, fourth bullet point), the Bank shall levy the charge set out in the "List of Prices and Services".

2.4.4 Execution of the payment

(1) The Bank shall be obliged to ensure that the amount debited by it to the customer's account on the basis of the SEPA B2B direct debit presented by the payee is received by the payee's payment service provider within the execution period indicated in the "List of Prices and Services" at the latest.

(2) The execution period shall commence on the due date indicated in the direct debit data set. If this date is not a banking business day as set out in the "List of Prices and Services", the execution period shall commence on the following banking business day.

(3) The Bank shall inform the customer of the execution of the payment through the agreed account information channel and at the agreed frequency.

2.5 Preclusion of entitlement to a refund for an authorised payment

If a payment which has been made on the basis of a SEPA B2B direct debit is authorised, the customer shall not be entitled to claim a refund of the amount debited to his/her account from the Bank; any claims pursuant to Section 675x of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall be precluded.

The customer's entitlement to a refund for non-execution or incorrect execution of an authorised payment shall be determined by Section 2.6.2.

2.6 Customer's entitlement to a refund and compensation

2.6.1 Refund for an unauthorised payment

If a payment is not authorised by the customer, the Bank shall have no claim against the customer for reimbursement of its expenses. It shall be obliged to refund the amount debited to the customer's account to the customer and to restore the balance of this account to what it would be without debiting for the unauthorised payment. This obligation must have been satisfied in accordance with the "List of Prices and Services" by no later than the end of the business day following the day on which the Bank was notified or otherwise learned that the payment was unauthorised. If the Bank has notified any competent authority in writing that it has legitimate grounds to suspect fraudulent conduct on the part of the customer, the Bank shall review and perform its obligation under Sentence 2 without delay if the suspected fraud is not confirmed.

2.6.2 Compensation for breach of duty

If an authorised payment is not executed, not executed correctly or executed late, or in the case of an unauthorised payment, customers shall have a claim against the Bank for compensation of the loss or damage incurred as a result – besides any claims for restitution under Sections 667 and 812 ff. of the German Civil Code – in accordance with the following rules:
– The Bank shall be liable for fault on its own part. If the customer has contributed to the occurrence of any loss or damage through culpable conduct, the principles of contributory negligence shall determine the extent to which the Bank and the customer must bear the loss or damage.
– The Bank shall not be liable for fault on the part of any intermediary institutions. In such cases, the Bank's liability shall be limited to the careful selection and instruction of the first intermediary institution.

(2) The Bank's liability for any loss or damage shall be limited to the amount of the direct debit, plus the charges and interest levied by the Bank. Where consequential loss or damage is involved, liability shall, in addition, be limited to a maximum of EUR 12,500 per direct debit. These limitations on liability shall not apply to deliberate intent or gross negligence by the Bank or to risks which the Bank has assumed on an exceptional basis or to unauthorised payments.

Any claims pursuant to Section 675y of the German Civil Code (Bürgerliches Gesetzbuch – BGB) shall be precluded.

2.6.3 Preclusion of liability and objection

(1) Any liability by the Bank under Section 2.6.2 shall be precluded:
– if the Bank proves to the customer that the full amount of the payment reached the payee's payment service provider in due time; or
– if the payment was executed in conformity with the incorrect unique payee identifier provided by the payee. In this case, the customer may, however, ask the Bank to make a reasonable effort to recover the amount of the payment. If the payment amount under Sentence 2 of this sub-section cannot be recovered, the Bank shall upon written request provide the customer with all available information so that the customer can assert a claim for a refund of the payment amount. For the services under Sentences 2 and 3 of this sub-section, the Bank shall levy the charge set out in the "List of Prices and Services".

(2) Any claims by the customer under Sections 2.6.1 and 2.6.2 and any objections by the customer against the Bank as a result of non-execution or incorrect execution of payments, or as a result of unauthorised payments, shall be precluded if the customer fails to inform the Bank thereof within a period of 13 months at the latest after being debited for an unauthorised or incorrectly executed payment. This period shall start to run only once the Bank has informed the customer about the debit entry for the payment through the agreed account information channel no later than one month after the debit entry was made; otherwise, the date on which the customer is informed shall determine when the period commences. The customer may also assert compensation claims arising from the Bank's fault-based liability under Section 2.6.2 after expiry of the period referred to in Sentence 1 if he/she was prevented, through no fault of his/her own, from adhering to this period.

(3) Any claims by the customer shall be precluded if the circumstances substantiating a claim:
– are based upon an abnormal and unforeseeable event beyond the control of the Bank and whose consequences could not have been avoided even by exercising due diligence
– or were brought about by the Bank as a result of a statutory obligation.

Annex: List of SEPA countries and territories

Countries belonging to the European Economic Area (EEA)
Member states of the European Union: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France (including French Guiana, Guadeloupe, Martinique, Mayotte, Réunion), Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, United Kingdom of Great Britain and Northern Ireland.

Further countries: Iceland, Liechtenstein and Norway.

Other countries and territories
Guernsey, Jersey, the Isle of Man, Monaco, St. Pierre & Miquelon, San Marino and Switzerland.

[1] Under Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), a consumer means any natural person who enters into a legal transaction for a purpose that is outside their trade, business or profession.
[2] Bank working days are all working days except Saturdays, December 24 and December 31.