

Euro Payment to Europe (SEPA)

Terms & Conditions for Euro Payment to Europe (SEPA)

Please read these Terms carefully. These Terms explain the Customer's rights and responsibilities and those of the Bank in respect of the use of the Bank's Sending a Euro Payment to Europe (SEPA) service. The Sending a Euro Payment to Europe (SEPA) service offered by the Bank is only available to Customers who hold an account with the Bank from which payments can be made. Nothing in these Terms affects the agreement governing the operation of the Customer's account(s) with the Bank (Account Agreement) which shall prevail in the event of a conflict between the two. These Terms, and the associated payment form set out the Agreement that governs the use by the Customer of the Bank's Sending a Euro Payment to Europe (SEPA) service.

1. In these Terms the following words and expressions shall have the following meanings:

'Bank' means The Royal Bank of Scotland International Limited trading as Isle of Man Bank and its successors, transferees or assigns, who would also take subject to these terms;

'Beneficiary' means the intended payee of the Payment as stated in section "Beneficiary details - person or organisation to be paid" of the request form;

'BIC' means the internationally recognised Bank Identifier Code;

'Business Day' means "Monday to Friday excluding bank holidays in the United Kingdom and bank or public holidays in the jurisdiction in which your account is maintained";

'Customer' means the association, company, individual, partnership, society or sole trader using Euro Payment to Europe (SEPA) service offered by the Bank;

'IBAN' is the International Bank Account Number that is used to identify the Beneficiary's account;

'Payment' means the international Payment to be made on behalf of the Customer under the Bank's Sending a Euro Payment to Europe (SEPA) service as indicated by the Customer in the request form;

Outward International SWIFT Payment means the Bank's Outward International SWIFT Payment service which is subject to different Terms and Conditions. A copy of the Outward International SWIFT Payment Terms and Conditions is available from the Bank on request.

'SEPA' means the Single Euro Payments Area in which you can make and receive non-urgent payments in Euro under the same basic conditions, rights and obligations of your location in any of the SEPA scheme countries and territories as set out on the European Payments Council website europeanpaymentscouncil.eu from time to time. Please note that the Bank is not responsible for the content or accuracy of any third party websites. SEPA payments can only be made subject to SEPA payment criteria and if the Beneficiary's bank is a member of the SEPA Credit Transfer Scheme;

'SWIFT' means the Society for Worldwide Interbank Financial Telecommunications.

2. The Bank's responsibility -

2.1 Reasonable care will be exercised by the staff of the Bank. Should such care not be exercised then, subject and without prejudice to the limits on the liability of the Bank pursuant to the Account Agreement and Clause 7, the Bank will be responsible to the Customer only (not the Beneficiary or their banker) for any loss of a kind that would ordinarily be expected to occur. This includes interest but not loss of contracts or profits or other indirect or consequential loss.

2.2 An instruction to make a Payment as set out in the completed Payment form will be treated as the Customer's consent for the Bank to make that Payment and debit the Customer's account with the amount paid and any charges.

2.3 The Bank undertakes to process the Payment on the date requested on this Payment form provided that it is received on a Business Day by cut-off time and otherwise subject to these Terms. Payment Instructions received on a non-Business Day or after the cut-off time on a Business Day will be processed on the next Business Day. This will not result in the value date of the Payment being affected which will be no earlier than the time the Payment is debited to the account. If the date requested has already passed when received by the Bank, the Payment will be processed on that Business Day if received before the cut-off time, or on the next Business Day if received after the cut-off time or on a non-Business Day. A Payment form in respect of a future dated Payment will be treated as received on the date for payment as specified by the Customer in the Payment form or, if this is not a Business Day, on the following Business Day.

3. Details of value dates and cut-off times relating to payments are published from time to time and available from the Bank on request.

4. Unless otherwise agreed between the Customer and the Bank, the Customer cannot cancel a Payment after the Bank has received the Payment form. In the case of future dated Payments, the Customer may cancel a Payment by notifying the Bank at least one Business Day before the Payment is due to be processed. The Customer will provide the name of the Beneficiary, Beneficiary's IBAN, Payment amount and Payment date.

5. The Customer is responsible for the accuracy of the Payment instructions given on this Payment form and must ensure all Payment instructions given on this form contain the Beneficiary's IBAN as required by the Bank. The Payment will not normally be made unless the Beneficiary's IBAN is provided. If this information is not provided, or is incorrect, incomplete or illegible, the Bank reserves the right to refuse to make the Payment and will notify the Customer of this in the manner set out in clause 6. The omission of a required IBAN, or inclusion of an incorrect IBAN, may result in delay, loss or further Bank charges where the Bank seeks to recover the Payment.

Details of these charges are set on our Website. The Bank is not responsible for checking the Beneficiary name or any other details. The Bank will not be liable for acting on a Payment instruction given on this form if it is ambiguous, incomplete or inaccurate and will debit any loss or costs or charges to the Customer's Account. If the Payment does not meet the SEPA criteria then the Bank reserves the right to ask the Customer for additional information regarding the Beneficiary such as the Beneficiary's SWIFT BIC or any other information that it might require so that the Payment can be sent via Outward International SWIFT Payment.

6. If the Bank refuses to make the Payment, the Bank will notify the Customer by letter, telephone, text message or any other form of communication agreed and, if possible, give the Bank's reasons for doing so. The Customer can obtain information about the refusal and, if possible, the Bank's reasons for refusing to make the Payment, along with information on how to correct any errors that led to the refusal, by contacting one of the Bank's branches in person or using telephone (unless a legal reason or certain other limited circumstances beyond the Bank's control prevent the Bank from providing the Customer with this information).
7. If a Payment is returned, it will be re-credited to the originating Account. If the Payment is returned in a different currency from the currency of the Account, it will be converted at the exchange rate applicable at the date and time it is credited to the Account. This means that the Payment to the Account may be more or less than the original debit.
8. The Bank does not accept liability for any loss arising from any cause beyond the Bank's control or for any delay in transit or for any failure in the Payment reaching the intended Beneficiary's account, unless such delay or failure is caused by the negligence or wilful default of the Bank. The liability of the Bank under this Clause 8 shall be limited to that provided for in the Account Agreement and Clause 2. Notwithstanding any other provision of these Terms the Bank shall have no liability for, and may delay or refuse to process or proceed with processing any Payment, without giving notice or reason to the Customer or the Beneficiary if:
 - (i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or following advice from any governmental or regulatory (in each case either domestic or international) authority; or
 - (ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.
9. The Customer may provide a maximum of 125 characters including spaces to describe the Payment (eg. Invoice no.12345). The Bank will not be responsible for any loss resulting if the number of characters must be reduced within the maximum number.
10. Except where otherwise agreed with the Customer, the actual exchange rate that will be applied in foreign currency conversion will be the Bank's prevailing rate at the date and time the payment is processed by the Bank. Prior to giving the Bank instructions for a payment, the Customer may request confirmation of the actual exchange rate to be applied to the payment from the Bank, and where possible, the Bank shall do so. In all other cases, the Bank will inform the customer of the actual exchange rate applied as soon as reasonably practicable after the payment is processed. Reference Exchange Rates are available from the Bank. The Reference Exchange Rates are indicative only and are made available by the Bank solely for reference purposes.
11. The Customer will pay the Bank's fees and charges for use of the Bank's Sending a Euro Payment to Europe (SEPA) service. The charges are detailed in the Account Agreement, on our Website and are also available from the Bank at any time on request.
12. Unless otherwise agreed, the charges to be paid by the Customer will be debited to the account from which the Payment is being made and shown on the next statement or advice provided on the account. Charges will be debited at the time the Payment is made.
13. When sending Euro Payment to Europe (SEPA) the Customer will pay the Bank's charges and the Beneficiary will pay their own banks charge(s). The Bank reserves the right to send the Payment using an alternative Payment method which may incur additional charges if the IBAN is not quoted or quoted incorrectly in the Beneficiary details or if the Payment does not meet the SEPA criteria. Details of those additional charges and the Terms which apply to such other Payment methods are available from the Bank.
14. **IMPORTANT - The Bank will normally send all Payments made using the Sending a Euro Payment to Europe (SEPA) service to the Beneficiary in Euros. If a conversion is required to complete a transaction, the Bank's chosen bank, or the Beneficiary bank, may convert the payment at their market rate into local currency. Any currency conversion will be undertaken in the manner set out in the Account Agreement. In order to make a payment the Bank may use any payment or clearing system or intermediary bank it reasonably selects. The Bank will act in accordance with the rules and regulations from time to time of such payment or clearing system.**
15. Faxed instructions –where you have a valid fax indemnity with the Bank, the Customer may send this Payment instruction by fax. Please do not send in the original otherwise the Bank shall not be responsible for duplicate payments or any loss therefrom. The Bank will not act on any faxed instruction where a valid fax indemnity is not held. The Customer acknowledges that the quality of faxes is not always clear and the Bank shall be entitled to use its reasonable judgment in the interpretation of such faxes and shall not be liable for any errors made as a result of unclear transmissions.
16. In order to make this payment through the banking payments system the Bank may transfer relevant personal information, including your address, to third parties. This may mean that such personal information will be transferred to countries which do not provide the same level of protection for your personal information as us. Information transferred to these third parties may subsequently be accessed and used by law enforcement agencies and other authorities in those countries to prevent and detect crime and comply with legal obligations.
17. All Notices and other communications in relation to this Agreement must be in English and in writing.
18. If you are not happy with any of our products and services, we have a complaint handling procedure detailed in the Account Agreement that you can use to resolve matters.
19. These Terms are governed by the laws of the jurisdiction in which your account(s) with the Bank are maintained.