



Bank of St. Helena Ltd.

www.sainthelenabank.com

Direct Debit Service

Billing Organisation Terms and Conditions

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1. What is a Direct Debit?

A Direct Debit is an instruction from a customer, to the Bank, authorising payment to be collected by a Billing Organisation on a regular basis. A Direct Debit differs from a Standing Order in that the amount is variable, according to the size of the bill, and in that the debit action is initiated by the Billing Organisation.

For the Billing Organisation, the major advantage offered by Direct Debit is that your participating customers' bills are settled automatically. This means less effort chasing customers for missed payments; and less reason to worry about customers who might be overseas when bill payments become due.

This paper sets out the Terms and Conditions for Billing Organisations utilising the Bank of St. Helena Ltd, Direct Debit Service. By participating in the Direct Debit Service the Billing Organisation agrees to abide by these Terms and Conditions.

Queries about the operation of the Direct Debit Service should be directed to the Accounts and Payments Section on telephone 22390 or e-mail accounts@sainthelenabank.com



2. Definitions

Billing Organisation - the Organisation requesting settlement of a bill

Customer - person who holds accounts with both the Bank and the Billing Organisation

Direct Debit - instruction from a customer, to the Bank, authorising payment to be collected by a Billing Organisation on a regular basis

Debits List Notification Date (DLND) - the date by which the Billing Organisation must deliver the Debits List to the Bank.

Debits List - the list of accounts and amounts to be debited

Failed Debit List – customer payments (debits) which do not clear

Mandate - instruction from a customer authorising the Bank to allow a Billing Organisation to collect payment

Mandate List - a list of customers that the Bank and Billing Organisation hold active mandates for

Normal Working Day – This is Monday to Friday only, excluding Public & Bank Holidays

Settlement Account - Bank of St Helena Account into which settlement funds will be credited. This must be an account owned and operated by the Billing Organisation.

Settlement Date - the date by which funds will be credited to the Settlement Account. Where Bank of St Helena processes the Debits List this will be Monday to Friday. Where Online Banking is used this will be Monday to Saturday.



3. Service Terms and Conditions

Direct Debits can be either be processed by the Bank at the request of the Billing Organisation or by the Billing Organisation themselves via Online Banking. Processing methods are detailed in section 3.4 below.

3.1 Membership Requirements

Organisations wishing to participate in the Bank of St Helena Direct Debit Service, must meet the following requirements:

- Providing products or services from or to locations in the jurisdiction of St. Helena (which includes Ascension Island);
- Having a regular need to bill customers for variable amounts¹;
- Having an organised and reliable billing system that delivers bills to customers reliably at least ten working days before the date on which the bill is to be settled.

Organisations wishing to participate in the Direct Debit Service should apply to the Bank.

Note: Bank of St Helena does not restrict participation in the Service, to Limited Companies. Organisations of whatever form, including ‘Sole Trader’ businesses, who can meet the required criteria, may participate in the Service.

Also note that Bank of St Helena reserves the absolute right to refuse participation in the Direct Debit Service to any organisation, without the need to give a reason for doing so.

3.2 Limitations of the Service

For good operation, the Direct Debit Service has some limitations, set out below:

- The Service does not support billing of customers at frequencies greater than one debit per Mandate per month;
- The Service does not provide net refunds to customers (i.e. the billing amount cannot have a negative value);
- The Service can only make settlement to a Current Account held at the Bank of St. Helena;
- The Service can only make debits from Current Accounts held at the Bank of St. Helena.

3.3 Customer Registration

To register for the Direct Debit payment service the Customer must complete a Mandate with the relevant Billing organisation. The mandate is an agreement between the Billing Organisation and the customer. It is the responsibility of the Billing Organisation to ensure that customers are provided with the Customer Terms and Conditions before signing the mandate.

¹ Where an organisation receives fixed amounts from its customers or others the Standing Orders facility is probably better suited to its needs



Completed mandate forms must be returned to the Billing Organisation who must first check that the information relevant to them is correct. These forms must then be sent to the Bank for approval and the Bank will notify the Billing Organisation of the outcome.

3.4 Charges

If the Billing organisation opts for Bank of St Helena to process their Direct Debits the current charge for this service is £0.50 per debit entry. These charges are subject to change at any time and without notice.

If the Billing Organisation opts to process Direct Debits by means of Online Banking there will be no additional charge levied in addition to the fee for the chosen Business Account package.

3.5 Processing

Under both processing methods, the Bank will provide an approved and active Mandate List to the Billing Organisation at an agreed date each month, which will be at least 10 working days before the Settlement Date. The mandate list will be used by the Billing Organisation to prepare the Debits List.

3.5.1 Bank of St Helena

For each billing period the Billing Organisation must deliver the Debits List to the Bank on or before the Debits List Notification Date. The DLND will be two clear normal working days before the agreed Settlement Date. In the event that there are no Direct Debit transactions to be undertaken in a particular billing period, the Billing Organisation may either make no delivery of a Debits List, or deliver a null (i.e. empty) Debits List.

Once the Settlement Date is agreed between Bank of St Helena and the Billing Organisation, the Bank will process the transactions and make settlement to the Billing Organisation's Settlement Account on the agreed date. The Billing Organisation will receive settlement on that day.

In the event that the Bank is unable to complete settlement on that day, due to circumstances beyond its control, the Bank will effect settlement as soon as reasonably possible thereafter. The Bank reserves the right not to accept a Settlement Date that would, in its opinion, cause operational difficulties.

The nominated Settlement Account may be changed at any time, by writing to the Bank. Please note that any such change that is received between your DLND and Settlement Date will not take effect until the following billing period.

More details regarding settlement can be found under section 3.6.

3.5.2 Online Banking

The Billing Organisation will initiate processing of the Debits Lists via their Online Banking facility. The Debits List will be formatted in the prescribed format and uploaded by the Billing Organisation via the Online Banking portal and payments will be automatically processed.

Providing that it is a Bank business working day and the Online Banking cut off time has not passed, Debit Lists processed by the Billing Organisation via the Online Banking facility will be processed by the



Banking system in real-time; otherwise the Debit List settlement will be processed on the Bank's next business working day.

3.6 Settlement

Settlement will be effected by means of one or more credits to your nominated Settlement Account. Under normal circumstances these credits will appear on the Settlement Date.

The credits made will not identify the individual Mandates and it is up to the Billing Organisation to reconcile the amount(s) credited against its billing, using the Debits List.

To assist the Billing Organisation with this, shortly after the Settlement Date the Bank will issue a Failed Debits List, identifying all items from the Debits List that failed to settle. The Failed Debits list is provided in the same, or similar, format to the Debits List.

An item can fail to settle for any of the following reasons:

- The customer has instructed the Bank to cancel the Mandate
- The customer has closed the Bank account referenced by the Mandate
- When the Bank attempted to debit the account, it was not possible for it to do so

Please note that the Failed Debits List will not specify the reason why settlement could not be effected. Please also note that the Bank does not have the facility to retry failed debits at a later date. The Billing Organisation should therefore contact the customer(s) in question to request settlement by other means, which could include adding the unsettled amount (plus any charges it chooses to levy) to the debit amount for that Mandate, in the next billing period.

The Billing Organisation may wish to maintain records on Mandates that consistently fail to settle. Although the Billing Organisation cannot instruct the Bank to cancel a Mandate, the Organisation can elect to exclude it from the Debits List. The Billing Organisation should notify Customers if they have taken this action.

Where it is found that a customer's account does not hold sufficient funds to honour a Direct Debit on a regular basis (3 consecutive months payments), Bank of St Helena has the right to cancel the Direct Debit Mandate. The Bank will notify the Billing Organisation and the customer if this action has been taken.

Bank of St Helena reserves the right to debit from the credit account, any un-cleared funds. The Bank will inform the Billing Organisation of such action within 2-3 business days after the Settlement Date.

3.7 Customer Queries

Customer queries regarding bills issued by the Billing Organisation must be handled by the Billing Organisation.

Any queries regarding general operation of the Direct Debit Service should be referred to the Bank.



3.8 Use of the Service Logo

As a user of the Direct Debit Service the Billing Organisation may use the Service logo with written permission, as shown in section 5, in correspondence, on websites and on other media, provided that:

- The logo is used in full, unedited, and in one of the specified forms;
- The logo is not used in a way that would be detrimental to the operation, or public perception, of the Service;
- Where the Billing organisation ceases to participate in the Service (as described in 3.9 below) the logo must be removed from all media immediately.

3.9 Termination Process

By the Billing Organisation

Should the Billing Organisation wish to cease participation in the Direct Debit Service the following must be undertaken:

- Notify Bank of St. Helena in writing of the decision; and
- Notify participating customers of the decision and advise them of the alternative ways to make payment of future bills.

Following termination of participation in the Direct Debit Service the Billing Organisation would need to re-apply should it wish to re-join the Service.

It is not necessary to provide the Bank with a reason for the decision to cease participation in the Direct Debit Service. However, if the reason relates to the way the Service operates the Bank would welcome the opportunity to discuss these issues before the Billing Organisation decides to withdraw.

By Bank of St Helena

Bank of St Helena might decide to terminate participation, by the Billing Organisation, in the Direct Debit Service if:

- The Bank has decided to discontinue the Service; or
- The Billing Organisation proves to be inadequate in the performance of its duties in providing a Direct Debit service, to such an extent that the Bank's operations are being disrupted; or
- The Bank has received complaints from customers that the Billing Organisation's operation of the Service is not in accordance with the Service Terms and Conditions and, despite notification of these breaches, they remain un-remedied.

The Bank will notify the Billing Organisation, in writing, if its participation in the Direct Debit Service has been terminated. The Bank will then complete any outstanding settlements notified to it, in the most recent Debits List and will thereafter accept no further Debits Lists from the Billing Organisation.

Bank of St. Helena reserves the right not to give a reason for its decision to terminate the Billing Organisation's participation in the Direct Debit Service.



3.10 Changes to these Terms and Conditions

The Bank may amend these Terms and Conditions at any time if and when it is deemed necessary or appropriate to do so. Notice will be deemed to have been served by the Bank posting a notice in its offices and on its website, www.sainthelenabank.com.



4. Images and Documents

4.1 Debits List requirements

Bank of St Helena's requirements for the format of the Debits List are as follows:

4.1.1 Delivery Media

The Bank is able to accept delivery in the following media:

- On A4 page size, printed and/or electronically, in a clear, non-italicised font point (pt) size 10 or greater

4.1.2 Information Required

Where the Billing Organisation has opted for Bank of St Helena to process the Debits List, the following must be clearly displayed on each page²:

- The Billing Organisation name
- The agreed Settlement Date
- The agreed Settlement Account number
- (if different from the Organisation name) the agreed Settlement Account Name

For each customer to be debited the Billing Organisation must detail:

- The Mandate number
- Customer account number
- The amount of the debit
- At the end of the list: A total of all the debits

For each customer to be debited the Billing Organisation is also advised to supply:

- Reference information that will assist you in processing rejected debits.

The following are optional but may assist you in preparing and checking the Debits List:

- Page numbers
- Brought Forward and Carried Forward figures on each page
- A total number of entries count
- A total pages count

Where Online Banking is used to process Direct Debits, the Online Banking User Guide should be referenced.

² this relates to printing of the supplied document on A4 paper



5. Bank of St Helena Direct Debit Logo

The Bank of St Helena Direct Debit Logo is developed by, and is the property of, Bank of St Helena Ltd for use exclusively with the Direct Debit Service. The logo can only be used by Billing Organisations registered as Direct Debit Service Users. The logo may not be used without the permission of Bank of St Helena Ltd.

Only master versions of the Bank of St Helena Direct Debit logo should be used for reproduction purposes. These can be obtained from the Bank's main branch. To enquire please contact the Marketing Section on telephone number 22390 or email marketing.manager@sainthelenabank.com

(Colour)

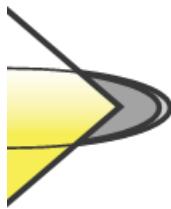


(Monochrome)

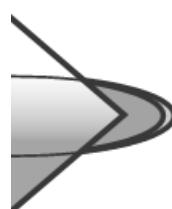


This logo will appear on all documents pertaining to the Direct Debit Service, either in full, as above, or in an abbreviated version as shown below:

(Colour)



(Monochrome)





5.1 Mandate Form Core

The core contents of the Mandate form are as follows, and must be the same for all organisations participating in the Direct Debit Service. You may customise the areas indicated in yellow, and pre-complete some fields; however the remainder of the form should be left as is, including the Bank of St Helena Ltd logo located in the top right corner. Please request an electronic master copy from the Bank.

 Bank of St. Helena Ltd. www.sainthelenabank.com	
 Direct Debit Mandate	
<p>All fields listed below must be completed in full. Do not sign this form if you are unsure of the commitment you are making</p>	
First Name:	Last Name:
Home Address (As with Bank of St Helena): 	
Telephone:	Email:
Mobile:	Fax:
BILLING DETAILS	
Billing Organisation (the organisation to whom payment is to be made):	
Customer Reference/ Account Number (with the Billing Organisation):	
Customer Account Name (with the Billing Organisation):	
Customer Billing Address (with the Billing Organisation, if different to the above address):	
PAYMENT DETAILS	
Bank of St Helena Account Number:	
Bank of St Helena Account Name:	
I hereby authorise the Billing Organisation to debit my account (identified above) in respect of the amounts requested under the terms of the Direct Debit Service, in accordance with the Service Terms and Conditions, until further notice by me, in writing, to Bank of St Helena Ltd. As per the Service Terms and Conditions, I agree to maintain sufficient funds within the nominated account and authorise Bank of St Helena to deduct any relevant charges should my nominated account enter into an Unauthorised Overdraft. Tick the following box to accept the Terms and Conditions of the Direct Debit Service: <input type="checkbox"/>	
Authorised Signature (s):	Date:
The shaded areas are customisable to the needs of the Billing Organisation	