



Bank of St. Helena Ltd.

www.sainthelenabank.com

Direct Debit Service

Billing Organisation Terms and Conditions



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Established and regulated in St Helena under the Financial Services Ordinance, 2008 and 2017, the Financial Services Regulations, 2017, the

Company Ordinance, 2004 and the Company Regulations, 2004



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1. What is a Direct Debit?

The Bank of St Helena direct debit scheme enables customers to authorise a payment collection in St Helena Pounds (SHP) to a Bank of St Helena Billing Organisation on a regular basis. A Direct Debit differs from a Standing Order in that the payment amount is variable, and the debit collection action is initiated by the Billing Organisation.

This document 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 Bank of St Helena's Payments team on telephone +290 22390 or e-mail accounts@sainthelenabank.com.



2. Definitions

Billing Organisation - the Organisation requesting settlement of a bill through a direct debit collection file

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

Direct Debit – authorised instruction from a customer to the Bank, for payment to be collected by Billing Organisation on a regular basis

Direct Debit Pre-notification Collection Date – Billing Organisation notification date of payment collection, typically at least 2 days before collection.

Direct Debit Mandates List – active payment collection information, to include customer and account details, and payment references

Failed Direct Debit Payment List – direct debit payments that failed to clear

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

Business Working Day – Monday to Friday, 08:45 – 16:00, Saturday 09:00 – 12noon, excluding Public & Bank Holidays

Settlement Account - Bank of St Helena Business Current Account into which settlement funds will be credited. This must be an account in the name of the Billing Organisation initiating the payment collection.

Settlement Date - the date by which funds will be credited to the Settlement Account.

Online Banking Payment Processing Times - Monday to Saturday 00:00 – 19:00



3. Service Terms and Conditions

3.1 Membership Requirements

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

- Provides 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 amounts;
- 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 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.

Limitations of the Service

- The Service does not allow net refunds to customers (i.e. the billing amount cannot have a negative value);
- The Service can only make settlement to a Business Current Account held at the Bank of St. Helena;
- The Service can only collect debits from Customer Current Accounts held at the Bank of St. Helena.
- All payments are made in St Helena Pound (SHP)

3.2 Customer Registration

To register for the Direct Debit service the Customer must complete a Customer 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.

Completed customer mandate forms must be returned to the Billing Organisation to ensure the information relevant to them is correct. These forms must then be sent to the Bank for approval and Billing Organisations will be notified of the outcome.

3.3 Charges

At this time there are no charges attached to the direct debit scheme, for either the Billing Organisation or the debiting customer. Any changes in the charges for direct debits will be set out in the Bank's fees and charges list, and customers will be notified via the Bank's usual marketing channels within the Bank's required notification timeframes.

3.4 Processing

The Billing Organisation must deliver their active Direct Debits Mandates List to the Bank by an agreed date for approval, which must be at least 5 business working days before Settlement Date. Thereafter the Bank approved Direct Debits Mandate list will be used by the Billing Organisation to prepare their Direct Debit Collection File.



In addition, for each billing period the Bank requires a Direct Debits Pre-notification Collection Date, and this date must be at least 2 business working days before the expected Settlement Date.

In the event that there are no Direct Debit collections to be processed in a particular billing period, the Billing Organisation may either make no delivery of a Direct Debits Mandates List, or deliver a null (i.e. empty) List.

In the event that the Bank is unable to process payments on the agreed settlement date, Billing Organisations will be notified and the Bank will effect settlement as soon as reasonably possible thereafter.

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

More details regarding settlement can be found under section 3.5.

3.4.1 Online Banking

Billing Organisation's will be advised of the payment collection file formats for the Bank's Online Banking collection file uploads. Provided that direct debit payments files are uploaded during Online Banking payment processing times, all payments will be made in real-time. Collection files uploaded outside of the Bank's Online Banking payment processing times, will be valued dated and processed on the next business working day.

3.5 Settlement

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

The Bank will issue a Failed Direct Debits List, identifying all Direct Debit Payments that failed to settle.

Any payment can fail to settle for any of the following reasons:

- The customer has instructed the Bank to cancel the Customer Mandate
- The customer has closed the Bank account referenced by the Customer Mandate
- When payment collection was attempted, collection was not possible for other reasons

Please note, the Failed Direct Debit Payments List will not specify the reason why settlement could not be effected. In addition, the Bank will not attempt debt collection or retry failed payments at a later date. The Billing Organisation may wish to maintain records on direct debit collections that consistently fail to settle. Although the Billing Organisation cannot instruct the Bank to cancel a customer direct debit mandate, the Organisation can elect to exclude it from the Direct Debit Collection List. The Billing Organisation should notify Customers if they have taken this action.

Where payment collection fails on a regular basis (3 consecutive months payments), the Bank maintains the right to cancel the Customer 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 Business Organisation crediting account, any un-cleared funds. The Bank will inform the Billing Organisation of such action within 2-3 business days after the Settlement Date.

3.6 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.

3.7 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 3.8 below) the logo must be removed from all media immediately.

3.8 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 if applicable.

Following termination of participation in the Direct Debit Service the Billing Organisation would need to re-apply should they wish to re-register for 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 may decide to terminate Billing Organisation participation, 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; 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 for which a pre-notification has been given and agreed, and will thereafter accept no further Direct Debit payment collection instructions 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.

3.9 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 Direct Debit Collection List requirements

Bank of St Helena's requirements for the format of the Direct Debits Collection List are as follows.

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

- The Mandate Reference number
- Customer account number
- Customer name and address
- Any other reference information that will assist in payment processing, if applicable

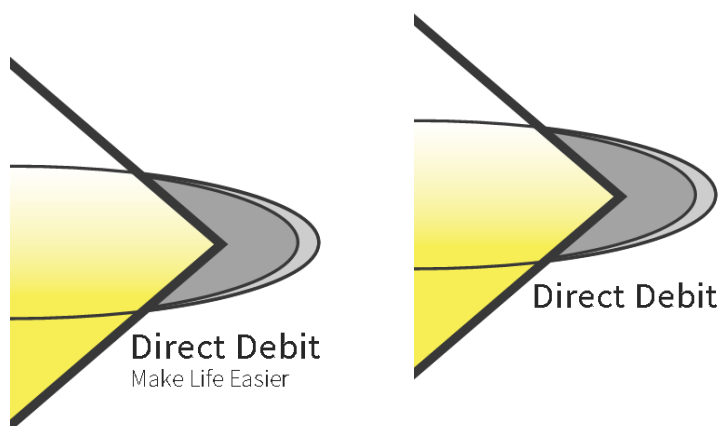


5. Bank of St Helena Direct Debit Logo

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)

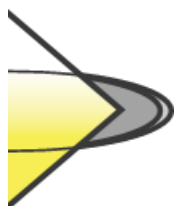


(Monochrome)



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 Customer Direct Debit Mandate Form

The core contents of the Customer Direct Debit 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, or visit our official Bank of St Helena website at:

<https://www.sainthelenabank.com/products-and-services/direct-debits/>

 Bank of St. Helena Ltd. www.sainthelenabank.com	
 Direct Debit Make Life Easier	
Direct Debit Mandate All fields listed below must be completed in full. Do not sign this form if you are unsure of the commitment you are making	
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. ☐	
Authorised Signature (s):	Date:

The shaded areas are customisable to the needs of the Billing Organisation