

GoCardless Limited

Instant Bank Pay Recurring (Sweeping) Payer Terms of Use

1. **What are these terms and who do they apply to?**

- 1.1 These terms and conditions (**Terms**) apply to you (**you, your**) when you use Instant Bank Pay recurring (sweeping) (**Instant Bank Pay**), a VRP Sweeping payment initiation service provided by GoCardless Limited (**GoCardless, we, us, our**) to make recurring payments from a bank account in your name to another account in your name via a merchant both you and GoCardless have a relationship with (**Merchant**).
- 1.2 By accessing or using Instant Bank Pay through any means, you are agreeing to be bound by these Terms which govern your use of Instant Bank Pay. If you do not agree to these Terms, you cannot use Instant Bank Pay.
- 1.3 These Terms are in English and any communications we send to you will be in English. We will communicate with you by email to your email address. If you have any questions about these Terms, including if you want to request a copy of these Terms, please contact our support team at help@gocardless.com.
- 1.4 We can make changes to these Terms by giving you two (2) months' notice of such changes. We will give you notice of any such changes by email to your email address. If you do not notify us within the two (2) month notice period that you do not accept such changes, you will be deemed to have accepted them.

2. **What are Variable Recurring Payments and what is VRP Sweeping?**

- 2.1 Variable Recurring Payments (**VRPs**) are a digital, real time, and secure recurring payment solution which provides an alternative to traditional direct debit and 'card-on-file' payments. VRPs enable payers to instruct recurring payments to be made securely by granting a long-lived consent to a payment initiation service provider which allows the payment initiation service provider to initiate a series of payments on the payer's behalf, without the need for the payer to authenticate each individual payment with their bank.
- 2.2 "VRP Sweeping" is an iteration of VRPs which lets payers move their funds between accounts owned by them. For example, a payer can set up a VRP Sweeping mandate to instruct funds to be paid on a regular basis from their current account to another account, such as a savings account or credit card account, also held in the payer's name.

3. **What is Instant Bank Pay Recurring (Sweeping)?**

- 3.1 Instant Bank Pay recurring (sweeping) is GoCardless' VRP Sweeping payment solution. It allows the Merchant to set up an Instant Bank Pay mandate with you which will then be used by the Merchant to take recurring payments from you.
- 3.2 Instant Bank Pay is a payment initiation service provided by GoCardless whereby, based on your consent, we initiate a series of payments from your bank account on your behalf to pay another account in your name held with the Merchant (**Merchant Account**). The payments made are based on parameters agreed between you and the Merchant. It enables you to make these sweeping payments from your current account to your Merchant Account without having to use a debit or credit card through a third party.
- 3.3 Once you have set up the recurring payment instruction, you won't need to do anything else and all the payments will be made by GoCardless initiating the payments from your bank account on your behalf, without you having to access your online banking or mobile banking app and instructing each payment to be made.

- 3.4 You must give us your explicit consent before we can enable you to use Instant Bank Pay to make regular payments to your Merchant Account via the Merchant.
- 3.5 In order to use Instant Bank Pay you must: (a) be over 18 years old; (b) hold a current account with a UK bank denominated in pounds sterling which is reachable through VRP Sweeping (**Bank**) and is accessible online (**Bank Account**); (c) hold a Merchant Account in your name with the Merchant in the UK denominated in pounds sterling which meets any applicable Merchant requirements. If you are using Instant Bank Pay for business purposes, and the Bank Account is a business bank account, GoCardless will assume that any individual accepting these Terms on your behalf and agreeing to the Payment Agreement (defined below) has authority to do so on your behalf, and you agree that we are entitled to make this assumption and will be bound by any acts or omissions of any individual acting on your behalf.
- 3.6 GoCardless will not charge you any fee for using Instant Bank Pay.

4. Who is providing Instant Bank Pay to you?

- 4.1 GoCardless is providing Instant Bank Pay to you. The address of our head office is:

Sutton Yard
65 Goswell Road
London
EC1V 7EN

Contact details: help@gocardless.com

- 4.2 GoCardless is authorised and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 597190).
- 4.3 By using Instant Bank Pay, you understand and agree that: (i) we are providing it to you only and you should not share your access to Instant Bank Pay with anyone else; (ii) you must not use Instant Bank Pay for any fraudulent, unlawful or abusive purpose; and (iii) you must only use Instant Bank Pay in relation to your own payment accounts using your own security details for those accounts.
- 4.4 In providing Instant Bank Pay, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about Instant Bank Pay, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

5. How do you set up an Instant Bank Pay mandate to sweep funds into the Merchant Account via the Merchant?

- 5.1 In order to use Instant Bank Pay to sweep regular payments from your Bank Account to your Merchant Account, you will need to set up an Instant Bank Pay recurring mandate instruction (**Payment Agreement**) with the Merchant setting out the parameters of your Payment Agreement.
- 5.2 The Payment Agreement will set out: (i) a description of the recurring payments; (ii) the frequency of the payments; (iii) the maximum number of payments that can be made each month of the Payment Agreement; (iv) the maximum amount of each payment; (v) the maximum amount of payments that can be made each month of the Payment Agreement; and (vi) the end date of the Payment Agreement. In some instances, the Payment Agreement may also include the payment of an upfront payment payable on the start date of the Payment Agreement (for example, an administration fee payable to a Merchant). In such cases, the Payment Agreement will also include the description and amount of this upfront payment.

- 5.3 Once you have created the Payment Agreement with the Merchant, the Merchant will send the Payment Agreement to us and we will ask you to confirm the Payment Agreement. When you confirm the Payment Agreement, you are giving us your explicit consent to instruct your Bank to make payments from your Bank Account in accordance with the Payment Agreement and asking us to redirect you to your Bank to confirm the Payment Agreement with them.
- 5.4 Once you have given your express consent to us, we will redirect you to your Bank so you can provide the Bank with your Bank Account login and security details (**Security Details**) and go through authentication with them. Your Bank will only allow the Payment Agreement to be set up and subsequent payments to be initiated by us and executed by the Bank after you give them your Security Details and successfully authenticate the Payment Agreement with them. Once your Bank has confirmed authentication, we will initiate payments from your Bank Account to make the payments in accordance with the Payment Agreement and your Bank will execute the payments from your Bank Account.
- 5.5 In giving your consent to the creation of the Payment Agreement, you are giving your express consent to GoCardless initiating all payments made in accordance with the Payment Agreement. We will only initiate payments from your Bank Account in accordance with the parameters stipulated in the Payment Agreement.
- 5.6 GoCardless will capture, use and store your Bank Account name, number and sort code solely for the purpose of directing you to your Bank setting up the Payment Agreement. GoCardless will store these Bank Account details in an encrypted format but will not decrypt these details for use unless required to do so to process a refund. In all other cases, GoCardless will not decrypt your Bank Account details without your prior consent. The Merchant will see the name on your Bank Account, but GoCardless will never share your Bank Account number and sort code with the Merchant. You give your express consent to GoCardless capturing, using and storing your Bank Account details in this way.
- 6. *How do you change or cancel an Instant Bank Pay Payment Agreement and/or payment, how do you get information about an Instant Bank Pay Payment Agreement and how can these Terms be terminated?***
- 6.1 Once you have set up a Payment Agreement, you cannot change it. If you want to change a Payment Agreement, including any payment to be made under a Payment Agreement, you need to cancel the Payment Agreement, and then set up a new Payment Agreement. You won't be able to cancel any upfront payment made under the Payment Agreement with us as this will be initiated as soon as you accept the Payment Agreement, although if the funds for the upfront payment have not left your Bank Account you may be able to stop the payment by contacting your Bank, but that would be for your Bank (not GoCardless) to decide.
- 6.2 If you want to cancel a Payment Agreement, the easiest way to do this is through your Bank using your online banking or mobile application. You can also cancel a Payment Agreement by contacting the Merchant and asking them to cancel the Payment Agreement. If you have any problems cancelling your Payment Agreement with your Bank and/or the Merchant, please contact us at help@gocardless.com.
- 6.3 If you wish to change a Payment Agreement you need to do this with the Merchant. The only way to change a Payment Agreement is to cancel the Payment Agreement and then enter into a new Payment Agreement with the Merchant on the revised parameters. If you agree changes with the Merchant in this way, the Payment Agreement will constitute a new Payment Agreement under these Terms.
- 6.4 We will initiate each payment under the Payment Agreement in line with the timings confirmed to you when you set up the Payment Agreement. You cannot revoke your consent to individual payments; if you want to cancel any payment under the Payment Agreement you need to cancel the Payment Agreement itself. There is no way of charging back any transactions made to the Merchant using Instant Bank Pay. If the funds have not left your

Bank Account you may be able to stop the payment by contacting your Bank, but that would be for your Bank (not GoCardless) to decide.

- 6.5 If you want to find out information about any Payment Agreement you can do this either by: (a) accessing the Payment Agreement information with your Bank through your online banking or mobile application; or (b) contacting the Merchant and asking for information about the Payment Agreement from the Merchant. If you have any problems accessing information about any Payment Agreement with your Bank and/or the Merchant, please contact us at help@gocardless.com.
- 6.6 These Terms come into effect when you set up the Payment Agreement and will continue in force for the duration of the Payment Agreement, unless terminated earlier by either you or us. GoCardless can terminate these Terms: (a) for convenience on two months' notice to you; (b) immediately if GoCardless believes you have breached these Terms or otherwise acted fraudulently or unlawfully in using Instant Bank Pay. If we do so, your Payment Agreement will be cancelled with effect from the point of termination and no further payments will be initiated by us to the Merchant under the Payment Agreement.
- 6.7 You can terminate these Terms at any time by sending us an email to help@gocardless.com. When you terminate these Terms, we will cancel your Payment Agreement as soon as possible and, at the latest, within five (5) working days of the date of termination. If your Payment Agreement involves a payment being initiated within this five (5) day period, we cannot guarantee the payment will not be initiated and shall have no liability to you for any such payment initiated within this timeframe. You should also contact your Bank and the Merchant and ask them to cancel the Payment Agreement.
- 7. *How does Instant Bank Pay work and how and when will GoCardless access your Bank Account to initiate payments under the Payment Agreement?***
- 7.1 Instant Bank Pay works through GoCardless accessing your Bank Account in accordance with your explicit consent and the Payment Agreement to initiate payments from your Bank Account to pay the Merchant on a periodic basis.
- 7.2 If the Payment Agreement includes an upfront payment, as well as recurring payments, the upfront payment will be initiated by GoCardless as soon as you successfully set up the Payment Agreement, and each subsequent payment will be initiated on a periodic basis thereafter in line with the Payment Agreement and as instructed to us by the Merchant. If the Payment Agreement does not involve an upfront payment and is for recurring payments only, each payment will be initiated on a periodic basis in line with the Payment Agreement and as instructed to us by the Merchant.
- 7.3 For each payment made to the Merchant, funds will usually leave your Bank Account within two (2) hours of GoCardless initiating the transaction in line with the Payment Agreement, although it could be longer depending on how long your Bank takes to execute the payment order. We will confirm the successful initiation of the payment order, but it is your Bank (not GoCardless) who is responsible for executing it. We will send you a confirmation of each payment initiated by us under the Payment Agreement by email to your email address.
- 7.4 We will never ask you to share your Security Details with us, and neither GoCardless nor the Merchant will be able to see or access your Security Details at any time. Your Bank will only act on the Payment Agreement after you give them your Security Details and successfully authenticate the Payment Agreement with them. Once your Bank has confirmed authentication, we will instruct your Bank to make the payments on a one-off and/or recurring basis in accordance with the Payment Agreement and your Bank will execute the payments from your Bank Account.
- 7.5 In setting up the Payment Agreement, you are agreeing with your Bank that GoCardless and/or the Merchant should be treated as a 'trusted beneficiary' meaning GoCardless can

initiate each payment under the Payment Agreement on your behalf without you having to provide your Security Details to your Bank for each payment.

8. Can we refuse to allow you to use Instant Bank Pay?

8.1 Yes, we may refuse to allow you to use Instant Bank Pay, including refusing to set up a Payment Agreement and/or refusing to initiate any payment under a Payment Agreement if we think the conditions set out in these Terms are not satisfied, or if it would be unlawful to set up a Payment Agreement and/or initiate any payment under any Payment Agreement. If we do so, we will notify you by email to your email address of the refusal and how you can rectify any errors that led to the refusal, unless notifying you would be unlawful.

9. What happens if something goes wrong?

9.1 If, following use of Instant Bank Pay, you notice unauthorised or suspicious transactions on your Bank Account, or you think that any payment made under a Payment Agreement has not been executed or has been incorrectly executed, you should immediately contact your Bank, who is responsible for investigating it and, where necessary, reimbursing you.

9.2 If you think that a payment has been made outside the agreed parameters of the Payment Agreement, you should contact the Merchant. The Merchant is responsible for investigating in the first instance and, if applicable, fixing the issue. If such payment has been made outside the agreed parameters of the Payment Agreement and this has been done through fault or error of GoCardless, either the Merchant can refer you back to us to remediate the situation, or you can contact us direct by email at help@gocardless.com.

9.3 If you suspect somebody else has access to your Security Details and is fraudulently using them to access Instant Bank Pay you must contact us immediately by email at help@gocardless.com. If we have concerns around suspected or actual fraud or other security threats related to your use of Instant Bank Pay, we will contact you by email to your email address.

9.4 GoCardless will not be responsible for any loss you may suffer as a result of your material failure to comply with these Terms or caused by matters beyond our reasonable control (e.g. pandemic, industrial action, natural disaster etc). We are only responsible to you for foreseeable loss and damage caused by us and not for any indirect or consequential losses, although we do not exclude or limit our liability in any way if it would be unlawful to do so. We will not be liable to you for any loss or damage if the Bank and/or the Merchant is responsible for such loss or damage

9.5 You agree you will be liable to us for any losses which we can show were sustained by us as a direct result of your breach of these Terms.

10. What is the law and jurisdiction governing these Terms?

10.1 These Terms are governed by English law and the English courts have exclusive jurisdiction over any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with the Terms or their subject matter or formation.

11. What do I do if I want to make a complaint about Instant Bank Pay?

11.1 If you wish to make a complaint about Instant Bank Pay, please contact us first using the contact details below:

Please submit complaints via email to: complaints@gocardless.com

Complaints can also be submitted in writing to:

Complaints Team
GoCardless Ltd
65 Goswell Road

London
EC1V 7EN

- 11.2 We will do our best to resolve your complaint, but if you still aren't happy with our response and you are a consumer, micro-enterprise or other eligible complainant, you have the right to refer your case to the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Website: www.financial-ombudsman.org.uk

12. What are the Financial Conduct Authority's contact details?

- 12.1 The Financial Conduct Authority's contact details are:

Financial Conduct Authority
12 Endeavour Square
London, E20 1JN

Contact Centre: 0300 500 0597

Consumer Helpline: 0800 111 6768