

## Verified Mandates Payer Terms of Use

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

- 1.1 These terms (**Terms**) apply to you (**you, your**) when you use the Verified Mandates account information service (**Verified Mandates Service**) provided by GoCardless Limited (**GoCardless, we, us, our**) to verify a bank debit mandate (**BD Mandate**) you wish to set up with a merchant we also have a relationship with (**Merchant**). Every time you use the Verified Mandates Service you must agree to the Terms in force at that time, so please make sure you read them carefully each time. If you do not agree to these Terms, you cannot use the Verified Mandates Service.

### 2. **What is the Verified Mandates Service?**

- 2.1 The Verified Mandates Service is an account information service where we access information from your bank account(s) (**Account Information**) on your behalf. It enables you to verify that you have access to the bank account you are using to set up the BD Mandate (**Mandate Account**) and enables us to set up your BD Mandate more securely. You must give us your explicit consent before we can provide the Verified Mandates Service to you.

### 3. **When will you use the Verified Mandates Service?**

- 3.1 You will use the Verified Mandates Service when you set up a BD Mandate and are required to use the Verified Mandates Service to do so. This may be because either the Merchant or GoCardless has requested that you use the Verified Mandates Service to set up the BD Mandate. When you set up a BD Mandate, you are giving the Merchant permission to request money to be taken from your Mandate Account on a one-off or periodic basis in payment for goods or services you have received or will receive from the Merchant. You will use the Verified Mandates Service to show that the Mandate Account details are correct, and to verify that you have access to the Mandate Account.

### 4. **How does the Verified Mandates Service work?**

- 4.1 When you set up a BD Mandate, you will provide us and the Merchant with your personal details, including your name, email address and residential address. You will then be asked either: (a) to provide us with information about the Mandate Account, including the name on the account, the sort code and account number; or (b) select the bank the Mandate Account is held with from a drop-down list.
- 4.2 If you provide us with information about the Mandate Account, you will consent to using the Verified Mandates Service and then be redirected to your bank where you will be asked to provide your account login and security details (**Security Details**) to authenticate yourself to your bank. Once you have successfully authenticated yourself to your bank, your bank will ask you to choose which account you wish to select for the bank to provide Account Information to GoCardless. If you select the Mandate Account, your bank will provide us with the Account Information on the Mandate Account only, and you will then be asked to confirm you wish to set up the BD Mandate using the Mandate Account selected. If you select the Mandate Account and other of your accounts held with your bank, your bank will provide us with the Account Information on all the accounts you select. You will then be asked by us to confirm which of the accounts you wish to select as the Mandate Account and confirm setting up the BD Mandate. For each account you select you are giving your instructions and explicit consent for your bank to provide us with the Account Information on each selected account.
- 4.3 If you select your bank from a drop-down list, you will consent to using the Verified Mandates Service and then be redirected to your bank where you will be asked to provide your Security Details to authenticate yourself to your bank. Once you have successfully authenticated yourself to your bank, your bank will provide us with the Account Information on all selected accounts you hold with the bank and redirect you back to us where we will present you with the Account Information. You will then be asked by us to confirm which of the accounts you wish

to select as the Mandate Account and confirm setting up the BD Mandate. By selecting your bank from the drop-down list and proceeding to authenticate yourself with your bank, you are giving your instructions and explicit consent for your bank to provide us with the Account Information on your accounts.

**5. *What is the Account Information and how will GoCardless use, access and store it?***

- 5.1 The Account Information used, accessed and stored by GoCardless in providing the Verified Mandates Service to you includes: (a) the name, account sort code, account number and account balance of the Mandate Account; and (b) if applicable, the name, account sort code, account number and account balance of any other accounts you hold with your bank. As part of the Verified Mandates Service, GoCardless will use the Account Information to enable you to verify the Mandate Account, and may also use some of the Account Information to help prevent against the fraudulent use of your accounts, as further described in our Privacy Notice.
- 5.2 When you agree to use the Verified Mandates Service, you are:
- (a) instructing your bank to provide us with the Account Information;
  - (b) giving your explicit consent for the Account Information to be used, accessed and stored by GoCardless for the purposes of providing the Verified Mandates Service and as set out in these Terms and the [Privacy Notice](#).
- 5.3 We will not share any of the Account Information with any third party, including the Merchant. The Merchant will only be able to view your name and will not be able to view any Account Information.
- 5.4 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. We will ensure that your Security Details are not accessible to other parties (other than your bank or any other third party who issued you with your Security Details) and we will transmit them through safe and efficient channels, although it is your bank's responsibility to ensure that its own interfaces protect your Security Details adequately and we have no liability for that. Your bank will only provide us with the Account Information requested after you give them your Security Details and successfully authenticate yourself to your bank.
- 5.5 We are not responsible for any harm, damage or loss to you arising from, or relating to hacking, tampering or unauthorised access to your Account Information that is not within our reasonable control. If you suspect that somebody else has access to your Security Details and is fraudulently using them to access the Verified Mandates Services and set up BD Mandates you must contact us immediately by email at [help@gocardless.com](mailto:help@gocardless.com).

**6. *What happens when you use the Verified Mandates Service?***

- 6.1 If you use the Verified Mandates Service and successfully verify you have access to the Mandate Account through authenticating yourself with your bank, you will be directed back to GoCardless to confirm you want to set up the BD Mandate. When you click to confirm you want to set up the BD Mandate, the BD Mandate will be established.
- 6.2 If you use the Verified Mandates Service and do not successfully verify you have access to the Mandate Account, your BD Mandate will not be set up.
- 6.3 If you do not successfully verify you have access over your Mandate Account by failing to effectively authenticate yourself to your bank using your Security Details, we will not have access to any of the Account Information.
- 6.4 If we consider that the conditions set out in these Terms are not satisfied, or if it would be unlawful to provide you with the Verified Mandates Service, we may refuse to do so.

**7. Who is providing the Verified Mandates Service to you?**

7.1 GoCardless is providing the Verified Mandates Service to you. The address of our head office is:

Sutton Yard  
65 Goswell Road  
London  
EC1V 7EN

Contact details: help@gocardless.com

7.2 GoCardless is authorised and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 597190).

7.3 In using the Verified Mandates Service, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Verified Mandates Service with anyone else; (ii) you must not use the Verified Mandates Service for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Verified Mandates Service in relation to your own bank accounts using your own Security Details for those accounts.

7.4 In providing the Verified Mandates Service, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about the Verified Mandates Service, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

**8. Will I be charged a fee when I have a BD Mandate verified using the Verified Mandates Service?**

8.1 No, you will not be charged any fee by GoCardless for using the Verified Mandates Service.

**9. Liability**

9.1 Your purchase of goods, services, digital content or otherwise from Merchants under a BD Mandate will at all times be subject to the Merchant's terms and conditions and GoCardless shall in no way be liable for the actions or inactions of any Merchant and/or any goods, services, digital content or otherwise purchased from a Merchant under a BD Mandate. Please ensure that you have reviewed and accepted the Merchant's terms and conditions and are happy to enter into a BD Mandate for the benefit of the Merchant before using the Verified Mandates Service.

9.2 You agree that you will be liable for any losses that are proved to be sustained by GoCardless as a direct result of your breach of these Terms.

9.3 We are only responsible to you for foreseeable loss and damage caused by us. Unless required by law, GoCardless shall not be liable to you for any direct or indirect loss or damages incurred due to the use of the Verified Mandates Service.

9.4 We shall not be liable 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, for example, an interruption or failure of a utility service, pandemic, industrial action, natural disaster, explosion or accident. We do not exclude or limit in any way our ability to you insofar as it would be unlawful to do so.

**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 the Verified Mandates Service?**

- 11.1 If you wish to make a complaint about the Verified Mandates Service, please contact us first using the contact details below:

Please submit complaints via email to: [complaints@gocardless.com](mailto: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](http://www.financial-ombudsman.org.uk)

There is also an online dispute resolution (ODR) platform created by the European Commission which may be used to submit complaints. More information on this ODR platform can be found at [ec.europa.eu/odr](http://ec.europa.eu/odr).

## **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

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