

Terms and Conditions for Direct Debit

1. These terms and conditions pertaining to the UAE Central Bank Direct Debit System (the “**DDS**”) should be read in conjunction with the applicable Customer Terms and Product Terms issued by Standard Chartered Bank UAE (“**SCB**”) relevant to your current account, savings account, credit card account and/or any other account with SCB that could be set up for payment through DDS (the “**Direct Debit Account**”) together with the Central Bank of the UAE Rules of the UAE DDS published on 15 June 2013 (the “**Rule Book**”) as amended, supplemented or replaced from time to time. A copy of the Rule Book is available at www.centralbank.ae.
2. These terms and conditions highlighted below reflect the salient features of the Rule Book and the Direct Debit Authority Mandate (the “**Mandate**”). The form you sign authorising SCB to automatically debit your Direct Debit Account for a payment to the creditor is called the Direct Debit Authority (“**DDA**”). The complete terms and conditions are available in the Rule Book and the DDA Mandate. In the event of any discrepancy between the Rule Book and these terms and conditions, the terms and conditions of the Rule Book will prevail with regard to the DDS.
3. Unless otherwise stated in these terms and conditions, definitions referred to herein are the same as those referred to in the Rule Book. For the avoidance of doubt, the Rule Book defines you as the “**Payer**”, the Payer’s bank as the “**Paying Bank**”, the creditor as the “**Originator**” and the creditor’s Bank as the “**Sponsoring Bank**”. For the purpose of these terms and conditions SCB shall be regarded as Paying Bank, Originator and/or Sponsoring Bank as the case may be. A transaction where a debit is made for a specified amount or a variable amount, in accordance with the DDA, based on a request by the Originator through a Sponsoring Bank is called the Direct Debit Request (“**DDR**”).
4. Your participation in the DDS shall be construed as your confirmation that you have read and understood the Rule Book and the Mandate and accept that the contents of the Rule Book and the Mandate are legally binding upon you.
5. Any and all charges pertaining to the DDA and/or DDR will be borne by you if you have opted for DDS as a mode of payment.
6. If you fail to comply with your obligations or breach any terms and conditions of the DDS, the Rule Book and/or SCB’s Customer Terms and applicable Product Terms pertaining to your account(s), this may result in liability to you for any direct or indirect losses (including any legal fees) suffered by SCB. Further, it may prejudice any rights which you may otherwise be entitled to.

7. You are responsible for ensuring that the content of any DDA provided to SCB is correct. In the event incorrect content is provided, SCB reserves the right to reject the DDA and/or DDR as the case may be. In such an event, SCB shall not be liable for any costs/or losses incurred by you.
8. SCB is not obliged to review or inform you about activity on your Direct Debit Account save for providing you with a bank account statement(s) in accordance with the frequency and mode in which you have agreed to receive your statement(s) or where SCB is obliged to do so in accordance with the Customer Terms and applicable Product Terms issued by SCB relevant to your account.
9. SCB will act upon the DDRs applicable to your Direct Debit Account at all times. In case of any dispute, SCB shall not be liable for any loss suffered by you as a consequence of the request breaching the set up threshold (if any) as agreed with the Originator. In all such circumstances, you will be required to approach the Originator to resolve the issue.
10. In the event that you have set up more than one DDA on your Direct Debit Account, the DDRs for every such DDA from the Originator/Sponsoring Bank will be processed on a first-in-first-out basis, based on when the request is received by SCB for payment. This may result in one or more DDRs being dishonoured if there are insufficient funds in your Direct Debit Account to meet all payments.
11. You are responsible for ensuring that your Direct Debit Account(s) is/are sufficiently funded at all times in order to satisfy your liabilities to the Originator, Sponsoring and /or Paying Bank as per the DDA Mandate. You are liable for any costs, fees, penalties and charges levied in the event of any shortfall when a DDA or DDR is presented. Partial payments of direct debits will not be executed unless otherwise required in limited circumstances as and when defined by the Central Bank of the UAE.
12. In the event that a DDR is returned unpaid due to whatever reason; including but not limited to account closure or insufficient funds, as and when presented by the Originator/Sponsoring Bank(s), SCB will apply a charge to your account each time this occurs in accordance with the standard processing fees and charges outlined in the Service and Price guide available on the Bank's website. All charges will have to be paid in addition to the other obligations set up on your Direct Debit Account. In the event that SCB is acting in more than one capacity then you shall be liable for the applicable charges to SCB in any such capacity severally.

13. You may only amend or cancel a DDA or DDR through the Originator except as permitted under (14) below. SCB shall not be obliged to act upon a DDA amendment request, DDA cancellation request, or DDA payment stop request made by you. It is the responsibility of the Sponsoring Bank to notify us of such amendments or cancellations. In the absence of such notification, we will continue to operate on the basis that the DDA or DDR in place at that time is valid. In the event that you approach SCB to stop, amend or cancel a DDA or DDR held with SCB, SCB shall require you to take all necessary actions required to stop, amend or cancel any active DDAs prior to accepting such requests.

14. In the event that your DDA Mandate pertains to 'others' such as utility bills, insurance, and school fees, etc. you may amend or cancel the DDA by applying to SCB. We will act upon your written request, or the request of the Originator/Sponsoring Bank, to cancel, amend the DDA or request for particular payments not to be made.

15. Provided that the cancellation/amendment of the DDA was done in accordance with these terms and conditions, SCB will commence the process of cancellation/amendment of the DDA, which shall be completed within the normal turnaround time. During that period and until the DDA is cancelled/amended, the existing DDA shall remain valid. It is your responsibility to ensure that a DDA was successfully cancelled and that a new DDA is successfully set up. Until a new DDA is set up successfully, you shall arrange for alternative payment methods to fulfil your financial obligations that have become due.

16. If your SCB account is dormant, you will have to activate it by visiting your local SCB branch to re-activate the account before any set up, cancellation or amendment requests can be accepted/processed. You are not permitted to close your Direct Debit Account if there are active DDAs or DDRs on your account(s) without making arrangements with the relevant party to do so, in which case you shall make the necessary arrangements for an alternative mode of payment against your obligations. You must validly cancel the DDAs and/or DDRs in accordance with these terms and conditions.

17. You are responsible for ensuring that the personal information and contact details (which include addresses and telephone numbers) held in SCB's records are accurate and up to date. Should SCB need to contact you regarding the set up, cancellation or amendment of any DDA in accordance with the DDS, this will be done only via the updated telephone numbers held in SCB's records for the primary Direct Debit Account holder. In the event that you are not contactable or if the details provided by you are incorrect, SCB will not be held liable for any costs or losses arising as a result.

18. SCB may in certain circumstances, including but not limited to, complying with the relevant sanctions as imposed by the Central Bank of the UAE or UAE Anti-Money Laundering laws and regulations, refuse to honour a DDA Mandate or DDR or amend or cancel the same (even if the request may otherwise be valid). We may also request you for further information before executing a DDA or DDR if we deem necessary, and this

may delay execution of your instruction. SCB will not be held liable for any costs or losses arising as a result of it complying with local laws and regulations.

19. SCB reserves the right to close your Direct Debit Account at any time in line with the Customer Terms and applicable Product Terms issued by SCB relevant to your account(s), without taking into consideration any active DDAs or DDRs on your account. It is solely your responsibility to make alternative arrangements for your obligations. SCB will not be held liable for any losses incurred as a result of its closing of your account(s).

20. You must notify SCB of any disputed payment within 30 days of receiving your bank account statement relating to the Direct Debit Account debited. Your account statement(s) shall be provided to you in accordance with the frequency and mode in which you have agreed to receive your statements (e.g., monthly, quarterly) from SCB. Should you fail to notify SCB of a disputed payment within 30 days of receiving your bank account statement, SCB shall not be responsible for any losses arising out of or in connection with the disputed payment.

21. Any disputes in relation to a DDA or DDR will be handled in accordance with the Customer Terms and applicable Product Terms issued by SCB relevant to your account(s). In the event SCB refuses a refund request from you, you have the option of resolving the matter with the other parties related to your Direct Debit Account or you may request to raise the matter with UAE Central Bank to investigate the dispute using the UAE DDS Dispute Resolution Procedure. Please refer to www.centralbank.ae for further details.

22. In instances where disputes are referred to the UAE Central Bank, the decision of the UAE Central Bank will be binding on all parties. Based on the decision made by the Central Bank, SCB reserves the right to debit your Direct Debit Account for any disputed amount that has been previously credited to you.

- Additional Terms for Credit Cards

23. In the event that you have specified a maximum amount in the DDA, you shall arrange for alternative payment methods to ensure that the remaining outstanding (if any) that was not covered under the DDA is duly paid at all times.

24. In the event that the mode of payment for your credit card is through DDS, then all charges and fees will be deducted from the credit card regardless of you activating the credit card. In any event, you shall pay your outstanding as per your credit card agreement to avoid being in default and incur extra charges.

25. SCB, in the capacity of an Originator/Sponsoring bank for credit cards, shall have the right to cancel the DDA at any point in time at its own discretion.