

Variable Direct Debit Payment Scheme Application Information

Registers of Scotland customers can now make payments for Land Registration and Sasine Registration fees by variable Direct Debit.

Benefits of using this payment methodology are:

- Reduction in number of returned applications.
- Improved statement information.
- Improved customer choice.
- Reduction in costs associated with back office processes.

Guaranteed refund in the event of an error

The Direct Debit Guarantee provides assurance to the Payer that if an error is made, any money debited in error will be immediately refunded by their Bank.

Requirements

To use variable Direct Debit as a means of payment you must have :

- Registered with the scheme
- A valid bank or building society account from which a direct debit payment can be collected
- Sufficient funds available to the account when payment is due.

Procedures

In order to collect Land Registration and Sasine Registration pre-payment fees by Direct Debit, the enclosed bank direct debit instruction must be completed and returned to Registers of Scotland (please see Terms and Conditions Para 3).

On completion of the direct debit instruction, Registers of Scotland will provide you with a new FAS account number to be used solely for direct debit transactions. The existing non direct debit FAS numbers can still be used for cheque payment transactions.

You should allow a minimum of 10 working days from submission of the completed direct debit instruction before the service can be used.

The Law Society of Scotland have provided advice on the banking issues in relation to the operation of variable Direct Debit and the enclosed letter sets out their guidance.

For transactions where payment is to be made via Direct Debit, pre-printed envelopes, marked ePayment, should be used to submit deeds for registration. These can be obtained from:

Registers of Scotland
Customer Relations Department
Registers of Scotland Executive Agency
Erskine House
68 Queen Street
Edinburgh, EH2 4NF
LP 50, Edinburgh 5
DX 550906 Edinburgh 9
email address : customer.relations@ros.gov.uk

Your FAS number should be quoted on applications that you wish to pay for by Direct Debit and in correspondence or telephone contact.

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Terms and Conditions

These are the terms and conditions governing use of the ePayment service.

Definitions:

“RoS” means the Keeper of the Registers of Scotland, Meadowbank House, 153 London Road, Edinburgh, EH8 7AU.

“ePayment” or “ePayment service” means the system of notification and payment/collection of registration or other fees due to RoS by you.

“you” means the organisation on whose behalf the DDI has been signed.

“DDI” means a valid direct debit instruction.

“BACS” means the banks automated clearing system.

“FAS number” means the account number or numbers allocated to you by RoS.

By using RoS ePayment service you agree to accept and abide by the terms and conditions set out below.

THESE TERMS AND CONDITIONS APPLY IN FULL AND IF YOU DO NOT WISH TO BE BOUND BY THEM YOU SHOULD NOT USE THE EPAYMENT SERVICE. MAKE SURE YOU READ THEM CAREFULLY AND IN FULL BEFORE SIGNING UP.

1. ePayment is made available by RoS by means of a variable direct debit instruction with funds being requested and transferred under BACS.

2. You must have a valid e-mail account to use ePayment. You must provide RoS with the correct and currently valid address of the e-mail account to which you would like notification of your due payment to be sent. The accuracy of that e-mail address is entirely your responsibility and in particular, but without limitation, should that e-mail account ever become invalid or should you wish notification of your due payment to be sent to a different e-mail account it shall be your responsibility to notify RoS. For the avoidance of doubt, liability for any due payment will not be dependent on e-mail notification.

3. In order to use the ePayment service, you must complete and return to us a valid DDI. RoS will notify you when RoS have received the DDI, it is accepted by your Bank/Building Society, and the ePayment service has been enabled for your use.

4. All payments under the ePayment service will be collected by direct debit using BACS.

5. It is your responsibility to ensure that your Bank/Building Society will accept a DDI for your nominated account. Direct Debit collections can only be made subject to acceptance of the DDI by your Bank/Building Society.

6. The submission of a DDI will act as confirmation that you accept and will comply with these terms and conditions.

7. The DDI is subject to the Direct Debit Guarantee operated by all Banks and Building Societies which take part in the Direct Debit Scheme. The DDI can be cancelled at any time. To do this you simply write to your Bank or Building Society cancelling the instruction, and send a copy of the cancellation letter to RoS. For the avoidance of doubt, cancellation of the DDI will not affect your liability for any payment due to RoS by you.

8. Any applications that you submit to RoS under the ePayment system should be clearly marked as such and contain the FAS number specifically allocated to you for use of the ePayment service, and you agree that this will be deemed to be a tender of the fee for the purposes of s.1(1) of the Land Registers (Scotland) Act 1995 and s. 4(2)(e) of the Land Registration (Scotland) Act 1979, and as your authority to collect the correct payment due (notwithstanding any erroneous statement of the fee due on any application form) from your nominated bank account under the DDI. Without prejudice to the foregoing provision, where the amount of the payment due stated on any application form differs by more than Two Hundred Pounds (£200) from the correct payment due, RoS will endeavour to notify you of this difference prior to seeking settlement of the correct payment due by means of the ePayment service.

9. As soon as practicable after receipt from you of any applications making use of the ePayment service notification will be sent to you by e-mail itemising the applications received on a particular date and the fees due by you in respect of such applications. At the same time, or as soon as practicable thereafter a BACS request will be sent to your nominated Bank/Building Society account. under the DDI for payment to RoS of the sums calculated in accordance with the said notification. You agree to the reduction of the minimum period of notice required under the direct debit scheme to nil.

10. You shall remain fully responsible and liable to pay any due payments of which notification has been sent to the e-mail address you have specified regardless of whether or not you access that e-mail account and read the relevant e-mail, are disconnected from your e-mail account or for any other reason fail to read the relevant notification.

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11. You must ensure that there are sufficient cleared funds available in your nominated account to pay the due payment on the collection day. If for any reason you are aware that the Direct Debit collection will fail, you should notify RoS immediately and use an alternative method to make payment forthwith.

12. RoS cannot guarantee uninterrupted and/or reliable access to the ePayment service and makes no guarantees whatsoever as to its operation, availability, functionality, that it will be free of error or disruption or otherwise. RoS will provide notice to you regarding permanent discontinuance of service where the circumstances reasonably allow. RoS may prevent you from using the service immediately without notice if you breach any of these terms and conditions.

13. While RoS does not charge for the ePayment service itself, you may be required to pay access fees and/or call charges necessary to access your e-mails to whoever provides such access to you and any requisite bank charges to your Bank/Building Society. Your liability to pay any such charges shall have no effect on any of your obligations in relation to the ePayment service.

14. RoS will take reasonable care (to the extent that it is within the power of RoS to do so) to keep any bank account or other details that you may supply to RoS secure. The entire responsibility of RoS to you regarding any security breach will be to endeavour to prevent its continuance or repetition once the problem is drawn to the attention of RoS. All other responsibilities and liabilities are hereby excluded.

15. You agree to use the ePayment service responsibly. You will not :-

- use ePayment for any fraudulent or other illegal purpose or to interrupt or damage our services or to make them less efficient;
- do anything that affects the operability or security of ePayment or causes unreasonable inconvenience, or offence or disruption to RoS or any of its staff.

16. If you wish to cancel use of the ePayment service, you should notify RoS in writing. RoS will cancel any FAS number specifically allocated to you for the purpose of the ePayment service as soon as practicable after such notification. You will remain responsible for payment in full of any payments due under the ePayment service. You should also cancel your DDI with your Bank/Building Society.

17. If the ePayment service and DDI remains unused for a period of 12 months or for any period subsequently chosen at the discretion of RoS, RoS reserves the right to reject this as a method of payment of fees and require payment by an alternative means.

18. RoS expressly reserves the right to alter these terms and conditions from time to time by notifying you by e-mail (or in such other durable medium as RoS may decide) of new terms and conditions on the ePayment service. RoS will make the latest version of these terms and conditions available for you to read at all times on the RoS web-site. Your use of the ePayment service and submission of any application forms with the ePayment FAS number or marked for payment under the ePayment service will be deemed an acceptance of the terms and conditions subsisting at the time of submission.

19. If any provision of these terms and conditions shall be unlawful, void or unenforceable for any reason then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

20. RoS reserves the right to refuse use of the ePayment service to anyone at any time and for any reason whatsoever in its absolute discretion. Further, we reserve the right to modify or discontinue (permanently or temporarily) the ePayment service to you or all recipients at the discretion of RoS. If insufficient funds are available for the due payment on the collection day RoS may refuse the use of the ePayment service.

21. Except insofar as exclusion of liability is prohibited by statute, RoS shall not be liable for any indirect, special, incidental or consequential loss, nor for any damages for loss of business, loss of profits, loss of anticipated savings or the like, whether based upon breach of contract, negligence, product liability or otherwise, whether or not foreseeable and even if RoS has been advised of the possibility of such loss or damage. Without prejudice to the foregoing generality, (1) RoS shall have no liability in respect of any actions, claims, costs, demands, expenses or liabilities made against or incurred by you arising out of any defect in, or the breakdown, failure or non-performance of the systems and equipment (whether belonging to, maintained by or used by you, RoS or any third party) utilised in connection with the use of the service and (2) while RoS have taken and will continue to take reasonable precautions in respect of computer viruses, RoS shall not be liable for any consequences of any failure to prevent the transmission of computer viruses. You will take such precautions as you deem fit.

22. These terms and conditions shall be governed by and construed in accordance with the laws of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

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