

Direct Debit for Post paid fees Terms and Conditions

These are the terms and conditions governing use of the post paid fee Direct Debit (DDPayment) service for invoices generated.

Definitions

“RoS” means the Keeper of the Registers of Scotland, Meadowbank House, 153 London Road, Edinburgh EH: 9CW.

“Post payment” means the service provided where we supply invoices for work requested to RoS by you

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

“DDI” means a valid direct debit instruction

“DD Guarantee” means the guarantee offered by the paying banks to payers in respect of the Direct Debit Scheme specifying their rights

“BACS” means the banks automated clearing system

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

Headings

The headings in this document are included for convenience only and shall be ignored in construing this document.

By using RoS Direct Debit for post paid invoices 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 DIRECT DEBIT SERVICE. MAKE SURE YOU READ THEM CAREFULLY AND IN FULL BEFORE SIGNING UP.

Provision of the Direct Debit service

1. The DDPayment of Post paid invoices is made available by RoS by means of a variable direct debit instruction with funds being requested and transferred under BACS.
2. All payments due under the DDPayment service will be collected by direct debit using BACS.

Eligibility

3. You must have a valid e-mail account to use direct debit for post paid invoices. 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.
4. In order to use the DDPayment 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 DDPayment service has been enabled for your use.
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. While RoS does not charge for the DDPayment 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 DDPayment service.

Notification of Direct Debit Amounts

8. The DDPayment service notification will be sent to you by e-mail itemising the invoices, date, value and the total of the fees due by you. 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.
9. 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.

Direct Debit dates

10. Post payment Direct Debits will be requested twice monthly; - on the 15th and last day of the month, or the nearest working day, for invoices generated in the period up to 14 days prior to the Direct Debit request. This is to allow for any enquiries to be resolved prior to payment so that the DD is for the correct amount.
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. When an invoice generated under the DDPayment system is disputed, payment will not be requested for that invoice until the dispute has been resolved. If a dispute has been noted after a payment has already been requested a refund will be issued for that payment as necessary if required.

Returned Payment

13. Where a payment is refused by your bank or building society, RoS will notify you in writing by email. You will have seven working days to respond with an alternative method of payment. Failure to respond within the seven day period will result in Para 23 being applied.

Change of Bank Account

14. Should you wish to change the bank account being used for DD Payment, a new DD Instruction must be completed and signed by the account holder. It is also advisable to cancel the Direct Debit with your bank on the existing account. Alternatively if you are closing the bank account being used for Direct Debit and transferring to a new account, you can request that the new bank informs us of the changes.

You must inform RoS of any changes to your bank account either directly by sending in a new DD Instruction or via the banking system, at least 10 days before the next installment date to allow the change to be effective.

Cancellation

15. 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, we advise that you also 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.

Discontinuance of Direct Debit service

16. RoS cannot guarantee uninterrupted and/or reliable access to the DDPayment 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.
17. If the DDPayment 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. If you wish to cancel use of the DDPayment service, you should notify RoS in writing. RoS will cancel the Direct Debit payment method allocated to your FAS for the purpose of the DDPayment service as soon as practicable after such notification, amending the payment method to cheque. You will remain responsible for payment in full of any payments due under the DDPayment service. You should also cancel your DDI with your Bank/Building Society.

Responsibilities and Liabilities

19. 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 endeavor to prevent its continuance or repetition once the problem is drawn to the attention of RoS. All other responsibilities and liabilities are hereby excluded.
20. You agree to use the DDPayment service responsibly. You will not:-
 - use DDPayment 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 DDPayment or causes unreasonable inconvenience, or offence or disruption to RoS or any of its staff.
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.

Amendments and Modifications

22. 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 DDPayment 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 DDPayment service for payment of invoices raised will be deemed an acceptance of the terms and conditions.
23. RoS reserves the right to refuse use of the DDPayment 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 DDPayment 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 DDPayment service.

Law and Jurisdiction

24. 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.
25. 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.