

Guidelines for the Appearance of Mandates (Core SEPA Direct Debit Scheme)

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1. Objectives

The SEPA Core Direct Debit ('SDD') Scheme Rulebook defines the rules for the content of Mandates. An illustration is part of the Rulebook (section 4.7.2 – The Mandate). As this illustration presents the most complete layout possible, it creates the impression that in all cases, the Mandate would need to be a detailed and long document, difficult to use in magazines, etc.

This document contains EPC guidance on the visual presentation of Mandates issued by creditors as part of their offer to debtors for the use of SEPA Direct Debits as a way for making payments. In case of conflict, the Rulebook prevails over this guidance document. Specifically, it illustrates a number of ways to reduce the mandate length without losing any essential content whilst still remaining Rulebook compliant.

Practically, some creditors such as publishers of magazines or newspapers, or insurance companies offer subscriptions or insurance facilities by including the mandate in their newspaper or in the insurance contract. In such cases the mandate format can be quite small. It does not always need to contain the complete information required by the rulebook if that can be obtained from other sources.

The specifications on the mandate, part of the Core SDD Scheme Rulebook V4.1 (section 4.7.2), are attached in Annex I.

2. Specimen Forms for the SEPA Direct Debit Mandate

In this section, a number of mandate illustrations are shown. The objective is to demonstrate how simple the mandate could appear. The underlying technical guidance is presented in chapter 3 of this document.

2.1 SEPA Direct Debit Mandate as a Stand-alone Form

2.1.1 Direct debit for recurrent collections, where the debtor is a physical person

Other characteristics are as follows:

1. No optional elements used (see section 3.1)
2. Portrait format

SEPA Direct Debit Mandate	
Creditor: LOGO, COMPANY NAME CITY/TOWN	
Identifier of the Creditor: DE452399865089	
Mandate Reference.....	
<i>By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor.</i>	
<i>As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.</i>	
Name of the debtor(s): _____	
Street name and number: _____	
Postal code and city/town: _____	
Swift BIC: _____	
Account number – IBAN: _____	
Date, location and signature: _____	

2.1.2 Direct debit for a one-off collection, where the debtor is a physical person

Other characteristics are as follows:

1. No optional elements used (see section 3.1)
2. Portrait format

One-off SEPA Direct Debit Mandate

Creditor: LOGO, NAME OF COMPANY, CITY/TOWN

Identifier of the Creditor: DE452399865089

Mandate Reference:

By signing this mandate form, you authorise (A) the Creditor to send one single direct debit instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Name of the debtor(s):

Street name and number:

Postal code and city/town:

SWIFT BIC:

Account number - IBAN:

Date, location and signature:

2.1.3 Direct debit for recurrent collections, where the debtor is a physical person

Other characteristics are as follows:

1. No optional elements used (see section 3.1)
2. Landscape format

SEPA Direct Debit Mandate

Creditor: LOGO, NAME OF COMPANY, CITY/TOWN

Identifier of the Creditor: DE452399865089

Mandate Reference:

By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Name of the debtor(s): _____ SWIFT BIC: _____

Street name and number: _____ Account number IBAN _____

Postal code and city/town: _____ Date, location and signature _____

2.1.4 Direct debit for recurrent collections, where the debtor is a physical person, paying on behalf of another party

Other characteristics are as follows:

1. One optional elements used: name of the debtor reference party (see section 3.1)
2. Landscape format

SEPA Direct Debit Mandate

Creditor: LOGO, NAME OF COMPANY, CITY/TOWN

Identifier of the Creditor: DE452399865089

Mandate Reference: _____

By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Name of the debtor(s): _____ SWIFT BIC: _____

Street name and number: _____ Account number IBAN _____

Postal code and city/town: _____ Date, location and signature _____

Details regarding the underlying relationship between the Creditor and the Debtor – for information purposes only.

Name of the Debtor reference Party (if you are making a payment in respect of an arrangement between the Creditor and another person): _____

2.2 SEPA Direct Debit Mandate as Part of a Combined Form

2.2.1 Direct debit for recurrent collections, where the debtor is a physical person

Other characteristics are as follows:

1. No optional elements used (see section 3.1)
2. Portrait format

LOGO, NAME OF COMPANY, CITY/TOWN

(acting as the Creditor in the mandate)

I would like to read (NAME OF PUBLICATION) regularly. (Space for company-specific text).

First name and surname

Street name and number

Postal code and city/town

I pay by direct debit.

SEPA Direct Debit Mandate

Identifier of the Creditor: DE452399865089

Mandate Reference.....

By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

SWIFT BIC: _____

Account Number IBAN: _____

Right of cancellation: *Space for company-specific text.*

Date, location and signature: _____

Please return form to NAME OF COMPANY, CITY/TOWN

2.2.2 SEPA direct debit mandate as part of a combined form

Other characteristics are as follows:

1. No optional elements used (see section 3.1)
2. Portrait format

APPLICATION FOR (TYPE OF) INSURANCE

NAME OF INSURANCE COMPANY, CITY/ TOWN

I hereby apply for (TYPE OF) insurance cover.
(Space for company-specific text).

First name and surname: _____

Street name and number: _____

Postal code and city/town: _____

The monthly payment will be made by SEPA Direct Debit (see underneath): _____ to the benefit of **NAME OF INSURANCE COMPANY, CITY/ TOWN** (acting as Creditor)

Date, place and signature: _____

SEPA Direct Debit Mandate

Identifier of the Creditor: BE340874654321

Mandate Reference: _____ (to be completed by the creditor)

By signing this mandate form, you authorise (A) the Creditor to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from the Creditor. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

*Please complete all the fields marked **

* SWIFT BIC: _____

* Account number IBAN: _____

* Date, location and signature: _____

IMPORTANT: (Space for company-specific text).

3. Guidance on the Data Elements to be Included on the Mandate

3.1 The data elements present on the mandate form

The mandate form is the paper model containing the necessary boxes and titles for the data elements of the mandate, to be completed in a later stage in the appropriate boxes identified by the names of the data elements.

The mandate form may be a separate document, limited to the content described here. It also may be shared on the same physical piece of paper with information related to the contract between the creditor and the debtor, which is the reason for making the direct debit payments. In this case, the two parts of the document (the so-called ‘mandate-part’ and the so-called ‘contract-part’) should never be physically separated, to ensure the correct identification of the elements relevant for the mandate but present in the other part of the single document. Two types of physical mandates can be distinguished: a stand-alone mandate form and a combined mandate form.

There are two types of data elements on the mandate form:

1. Mandatory elements (**man**). This means that the corresponding box and the names of the data element must be present on the mandate form.
2. Optional elements (**opt**). This means that the corresponding box and the names of the data element must only be provided on the mandate form when the creditor considers it useful for his business to use these elements in the relations to his debtors or when the information is not available at the time of the signature of the Mandate (e.g. Unique Mandate Reference – UMR).

The following list contains all the possible data elements part of the mandate form, at each stage of the process.

Line	Data element	Stand-alone form	Combined form
Header	SEPA Direct Debit Mandate	Man *5	Man *5
Title	Unique Mandate reference	opt *4	opt *4
1	Name of the Debtor	man	man *2
2	Address of the Debtor	man	man *2
3	Postal code/city of the Debtor	man	man *2
4	Debtor’s country of residence	man	man *2
5	Debtor’s account number IBAN	man	man
6	The BIC code of the Debtor Bank	man	man
7	Creditor company name	man *1	man *1 *3
8	Creditor’s identifier	man	man *3
9	Creditor’s address street and number	man *1	man *1 *3
10	Creditor’s postal code and city	man *1	man *1 *3
11	Country of the Creditor	man *1	man *1 *3
12	Type of payment	man *5	man *5
13	Signature place and time	man	man
Under line 13	Signature(s)	man	man
14	Debtor identification code	opt	opt
15	Name of the Debtor Reference Party	opt	opt
16	Identification code of the Debtor Reference Party	opt	opt
17	Name of the Creditor Reference Party	opt	opt
18	Identification code of the Creditor Reference Party	opt	opt
19	Underlying contract identifier	opt	opt

20	Contract description	opt	opt
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Comments:

*1: When the creditor completes these elements with pre-printed information, the various elements may be merged or presented in a single box, together with or integrated with the logo of the creditor, as used in normal communication with customers.

*2: When these elements are already present on the contract part of the combined form, the elements must not be repeated on the mandate part.

*3: When the creditor-related elements are already present on the contract part, the elements must not be repeated on the mandate part

*4: The '*Unique Mandate Reference*' (UMR) is optional as it is not always available at the time of the signature of the Mandate. The UMR must be communicated to the Debtor by the Creditor as soon as it is available. The rule in the Rulebook that the UMR must be part of 'DS-02 – the dematerialised Mandate' applies in all cases.

*5: The '*Type of payment*' being mandatory, if the form does not give the choice to the customer, it seems that at least the "one-off" characteristic should be precised in the name and in the text.

3.2 The data elements to be completed on the mandate form

The previous section described the guidance for the definition of the empty mandate form. This section gives guidance on how to complete the mandate form.

The following diagram shows the successive steps in the issuing of the mandate.



These steps can be identified as follows:

1. The mandate form is issued by the Creditor in a personalised way (**A**) to the Debtor, as known from the underlying contract.
2. As an alternative, the mandate form can be issued as a non-personalised mandate (**B**) to the Debtor, as part of a commercial publication.
3. The Debtor receives the mandate form, completes it with some data elements, and signs it (**C**).
4. The Creditor finalises the mandate (**D**) and accepts/rejects it.

In each of these steps, certain elements may be completed by the party in charge of the execution of the step described. There are four categories of elements regarding the completion of the respective box present on the mandate:

1. Elements for which the completion is mandatory (**man**). This means that they must be present on the mandate form issued by the creditor.
2. Elements for which the completion is optional (**opt**). This means that they must only be provided on the mandate form when the creditor considers it useful for his business to use these elements in the relations to his debtors.
3. Elements for which the completion is necessary when applicable (**app**). This means that the use of this element depends on the type of collections covered by the mandate: a single one-off collection, or a series of recurrent collections.
4. Elements for which the completion is not applicable (**not**). This means that the use of this element does not apply to the step described

The following overview contains all the possible data elements part of the mandate form, with an indication in which step of the process they need to be completed.

Line	Data element	Step A	Step B	Step C	Step D
Title	Unique Mandate reference	opt *9	opt *9	not	opt *1 *9
1	Name of the Debtor	man	not	man *2	not
2	Address of the Debtor	man	not	man *2	not
3	Postal code/city of the Debtor	man	not	man *2	not
4	Debtor's country of residence	man	not	man *2	not
5	Debtor's account number IBAN	not	not	man *2	not
6	The BIC code of the Debtor Bank	not	not	man *2 *6	not
7 *5	Creditor company name	man	man	not	not
8	Creditor's identifier	man	man	not	not
9 *5	Creditor's address street and number	man	man	not	not
10 *5	Creditor's postal code and city	man	man	not	not
11 *5	Country of the Creditor	man	man	not	not
12	Transaction Type	man *3	man *3	app *3	not
13	Signature place and time	not	not	man	not
Bottom 1	Signature(s)	not	not	man *7	not
14	Debtor identification code	opt	not	opt *4	not
15	Name of the Debtor Reference Party	not	not	opt *4	not
16	Identification code of the Debtor Reference Party	not	not	opt *4	not
17	Name of the Creditor Reference Party	opt	opt	not	not
18	Identification code of the Creditor	opt	opt	not	not

	Reference Party				
19 *8	Underlying contract identifier	opt	opt	opt	opt
20 *8	Contract description	opt	opt	opt	opt

Comments:

- *1: When the Unique Mandate reference is not completed in step A or B, the creditor needs to add this element in step D.
- *2: When the mandate sent by the creditor to the debtor is not personalised, or incompletely personalised, the debtor must complete the debtor related data elements.
- *3: Depending on the type of direct debit payments to be made, the creditor should complete the mandate to clarify to the debtor which type of mandate is presented for agreement.
- *4: These elements may be completed by the debtor if the boxes are present in the mandate form provided by the creditor.
- *5: In the case of a combined mandate form, these elements may be present on the contract-part. See also comment 1 in section 3.1.
- *6: Depending on the instructions received from the debtor bank, a debtor may be authorised by the debtor bank not to complete this element.
- *7: The debtor must always sign the mandate, even in the case of a combined mandate, where the contract part also needs to be signed as required by the creditor.
- *8: These elements may also be present in the contract-part of the mandate form.

3.3 The physical format of the mandate form

The physical presentation is not governed by the scheme. All forms of presentations are accepted, from the traditional portrait format (approximately 3:2 height to width ratio), to the landscape format (approximately 2:3 height to width ratio), or any ratio in between.

When used in a combined form, the space occupied by the mandate part may be adapted to the combined form and the needs of the contract part. The data elements of the mandate should not be mixed up with the contract elements, in order to avoid confusion on the legal scope of the mandate as an expression of the consent of the debtor.

3.4 The minimum dimensions of the mandate

The minimum dimension of the mandate should be such that a consumer is able to read the wording printed. Sufficient space should be provided for completion of the boxes.

3.5 The legal wording on the mandate form

The legal wording at the top of the mandate should be reproduced as presented in the Rulebook without any alteration or omission of the wording.

4. Guidance on the translation of mandates

The SEPA Direct Debit mandate texts are being translated into all community languages and the translations are also being subjected to local legal checks. Each banking community has also taken the decision on which language(s) are to be used. These translations are provided on the EPC website (epc-cep.eu).

The objective is to ensure that only approved texts are used from one authorized source, thereby ensuring an appropriate level of clarity and certainty on this point. The EPC therefore recommends that only these translations be used in order to ensure an adequate level of quality to mandate translations. It is also recommended that when relevant, the country-specific translation is used in cases where the same language is used in different countries and there are different country-specific translations for the same language (e.g. French for France, Luxembourg, Switzerland and Monaco and French for Belgium).

ANNEX I : Rulebook specifications for Mandates

Section 4.7.2: DS-01 - The Mandate

SEPA Direct Debit Mandate		CREDITOR'S NAME & LOGO
Mandate reference - to be completed by the creditor		
<p>By signing this mandate form, you authorise (A) (NAME OF CREDITOR) to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from (NAME OF CREDITOR).</p> <p>As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.</p> <p>Please complete all the fields marked *.</p>		
Your name Your name	* <input type="text"/>	1
Your address Your address	* <input type="text"/>	2
	* <input type="text"/>	3
	* <input type="text"/>	4
Your account number Your account number	* <input type="text"/>	5
	* <input type="text"/>	6
Creditor's name Creditor's name	* <input type="text"/>	7
	* <input type="text"/>	8
	* <input type="text"/>	9
	* <input type="text"/>	10
	* <input type="text"/>	11
Type of payment Type of payment	* Recurrent payment <input type="checkbox"/> or One-off payment <input type="checkbox"/>	12
City or town in which you are signing City or town in which you are signing	* <input type="text"/>	13
Signature(s) Please sign here	* <input type="text"/>	
<p>Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.</p> <p>Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.</p>		
Details regarding the underlying relationship between the Creditor and the Debtor - for information purposes only.		
Debtor identification code Debtor identification code	* <input type="text"/>	14
Person on whose behalf payment is made Person on whose behalf payment is made	* <input type="text"/>	15
	* <input type="text"/>	16
	* <input type="text"/>	17
	* <input type="text"/>	18
In respect of the contract In respect of the contract:	* <input type="text"/>	19
	* <input type="text"/>	20
Please return to:	Creditor's use only	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	

FIGURE 12: ILLUSTRATION OF A DIRECT DEBIT MANDATE³

Description The Mandate is defined in section 4.1.

The Mandate document must contain the field identifiers, followed by the necessary blank space in which to fill the required data items. The identifiers on the Mandates must be in at least one and up to three languages of the country of residence of the Debtor, together with English if the Creditor is not able to determine with reasonable certainty the language of the Debtor in advance of the Mandate being created. It can be issued in a personalised way by the Creditor, already containing the data items specific for the Creditor.

The design of Mandates must comply with the requirements set out below.

The Scheme does not standardise the font or colours used in the Mandate, although the Creditor should always ensure that the Mandate information is clearly legible. Any specific detailed agreement articles for the Creditor/Debtor relationship must be placed outside the content of lines 1 to 20 as indicated on the illustration in Figure 12 (see ‘Creditor’s use only’ below). The reverse side of a Mandate must not set out any information that might be misunderstood by the Debtor to be part of the Mandate.

The Scheme requires the Mandate to have a clear heading entitled “SEPA Direct Debit Mandate”. The presence of the word “SEPA” is mandatory in the heading. The word can be present in two ways: or as part of the form name as in the illustration above, or by adding ‘SEPA’ between brackets in front or behind the form name.

The following attributes are to be contained within the Mandate in the line order shown:

Mandate attributes:

- Unique Mandate reference
- Name of the Debtor (line 1)
- Address of the Debtor (line 2)
- Postal code/city of the Debtor (line 3)
- Debtor’s country of residence (line 4)
- Debtor’s account number IBAN (line 5)
- The BIC code of the Debtor Bank (line 6)
- Creditor company name (line 7)
- Creditor’s identifier (line 8)
- Creditor’s address street and number (line 9)
- Creditor’s postal code and city (line 10)
- Country of the Creditor (line 11)
- Type of payment (line 12)
- Signature place and time (line 13)
- Signature(s)

Additional attributes for information only:

- Debtor identification code (line 14)
- Name of the Debtor Reference Party (line 15)
- Identification code of the Debtor Reference Party (line 16)
- Name of the Creditor Reference Party (line 17)
- Identification code of the Creditor Reference Party (line 18)
- Underlying contract identifier (line 19)
- Contract description (line 20)

³ Creditor is to complete fields marked ** before supplying form to Debtor

The name of these fields in order to assist the Debtor while filling in the Mandate, as presented in the illustration for the lines 1-20.

The legal text in the heading (the authorisation and the Refund right) and for the two-signature field.

For Creditors who include a Mandate within a publication i.e. magazine / journal the Mandate must still hold the above information.

**‘Creditor’s
use only’ box**

The only additional information permitted on the Mandate is an optional area for a Creditor’s “Creditor’s Use only”, and the Creditor’s company logo. The Creditor’s “Creditor’s Use only” area is provided solely for the internal use of the Creditor, may only be used after the signing by the Debtor for internal purposes, and must not be forwarded to the Creditor Bank in the dematerialised format of the Mandate.

**Attributes
contained**

The attributes in the Mandate document must be completed, unless otherwise indicated:

- By the Creditor: 20 The identification Code of the SEPA Direct Debit Scheme, represented by the wording ‘SEPA Direct Debit Mandate’
- By the Creditor: 01 The unique Mandate reference (optional when the Mandate is made available to the Debtor)⁴
- By the Debtor: 14 The name of the Debtor
- By the Debtor: 09 The address of the Debtor
- By the Debtor: 15 The name of the Debtor Reference party (optional)
- By the Debtor: 37 The identification code of the Debtor Reference Party (optional)
- By the Debtor: 07 The account number (IBAN) of the account of the Debtor to be debited
- By the Debtor: 13 The BIC code of the Debtor Bank
- By the Debtor: 27 Debtor identification code (optional)
- By the Creditor: 02 The identifier of the Creditor
- By the Creditor: 03 The name of the Creditor
- By the Creditor: 38 Name of the Creditor Reference Party (optional)
- By the Creditor: 39 Identification code of the Creditor Reference Party (optional)
- By the Creditor: 05 The address of the Creditor
- By the Debtor: 25 The date of signing
- By the Debtor(s): 33 The signature(s) of the Debtor(s)
- By the Creditor: 21 The Transaction Type (only the values ‘one-off’ and ‘recurrent’ are allowed)
- By the Creditor: 08 The identifier of the underlying contract

**Guidelines for
the design of
the SEPA
Direct Debit
Mandate**

- The standard heading ‘SEPA Direct Debit Mandate’ is mandatory
- The text on the Mandates must be in one or two or more languages of the country of the Debtor, plus in English if the Creditor is not able to determine with reasonable certainty the language of the Debtor
- The reverse side of the Mandate document may contain the same wording as the front side in a second language when this is appropriate.
- The Mandate must be clearly separated from any other text. No additional material can appear within the boundary of the Mandate.
- Clear instructions to the Debtor for the Return of the form must be shown on the face of the Mandate
- Creditor’s name, address and identifier number may be pre-printed or stamped on the Mandate

**Creditor's
responsibilities**

The Creditor must:

- ensure that all Mandates and literature in respect of its SEPA Direct Debit application complies with these guidelines and should approach its bank if it needs any clarification
- ensure that the unique Mandate reference is completed before sending the Mandate to the Debtor, or after the Debtor having returned the completed Mandate to the Creditor
- ensure that the Mandate is correctly completed prior to sending any dematerialised information to any other party