EU LEGISLATION (PAYMENT SERVICES – SEPA) (JERSEY) REGULATIONS 2015

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Jersey

EU LEGISLATION (PAYMENT SERVICES – SEPA) (JERSEY) REGULATIONS 2015

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Regulation

Jersey

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THE STATES, in pursuance of Article 2 of the European Union Legislation (Implementation) (Jersey) Law 2014, have made the following Regulations –

Commencement [see endnotes]

PART 1

INTERPRETATION

1   Interpretation

(1)   In these Regulations, unless the context otherwise requires –

"account servicing payment service provider" means a payment service provider providing and maintaining a payment account for a payer;

"authentication" means a procedure which allows a payment service provider to verify the identity of a payment service user or the validity of the use of a specific payment, including the use of the payment service user's personalized security credentials;

"BBAN" means a payment account number identifier which uniquely identifies an individual payment account with a payment service provider and which can only be used for national SEPA payments;

"BIC" means business identifier code, being a code that unambiguously identifies a payment service provider, the elements of which are specified by ISO 13616, published by the International Organization for Standardization;

"branch" means a place of business of a payment service provider, other than its head office, being a place of business that –

(a)   has no legal personality;

(b)   forms a legally dependent part of the payment service provider; and

(c)   carries out directly all or some of the transactions inherent in the business of the payment service provider;

"business day" means, in relation to a payment service provider, a day on which the payment service provider is open for business as required for the execution of a payment transaction;

"charge" means a charge levied by a payment service provider on the payment service user and directly or indirectly linked to a payment transaction;

"commencement day" means the day on which these Regulations come into force;

"Commission" means the Jersey Financial Services Commission established by the Financial Services Commission (Jersey) Law 1998;

"consumer" means a natural person when acting for purposes other than his or her trade, business or profession;

"direct debit" means a payment service for debiting the payer's payment account where a payment transaction is initiated by the payee on the basis of consent given by the payer –

(a)   to the payee;

(b)   to the payee's payment service provider; or

(c)   to the payer's own payment service provider;

"direct debit scheme" means a common set of rules, practices and standards agreed between payment service providers for the execution of direct debit transactions;

"durable medium" means any instrument which –

(a)   enables a payment service user to store information (being information addressed personally to the user) in such a way as to be accessible for future reference for a period adequate for the purposes of the information; and

(b)   allows the unchanged reproduction of the information stored;

"electronic money" has the same meaning as in the EU Legislation (Information Accompanying Transfers of Funds) (Jersey) Regulations 2017;

"EPC" means the European Payments Council, being the *association internationale sans but lucratif* of that name constituted under Title III of the *Loi sur les associations sans but lucratif, les associations internationales sans but lucratif et les fondations* of 27th June 1921 of the Kingdom of Belgium;

"framework contract" means a payment service contract which governs the future execution of individual and successive payment transactions and which may contain the obligation and conditions for setting up a payment account;

"funds" means banknotes, coins, scriptural money or electronic money;

"group" has the meaning given by Article 4 of the Payment Services Directive;

"IBAN" means international bank account number, being an international payment account number identifier that uniquely identifies an individual account with a unique payment service provider, the elements of which are specified by ISO 13616, published by the International Organization for Standardisation;

"means of distance communication" means a method which, without the simultaneous physical presence of the payment service provider and the payment service user, may be used for the conclusion of a contract for payment services between those parties;

"Minister" means the Minister for External Relations;

"national SEPA payment" means an electronically processed payment transaction initiated by a payer, or by or through a payee, where the payer's payment service provider and the payee's payment service provider are located in Jersey;

"payee" means a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction;

"payer" means a natural or legal person who holds a payment account and allows a payment order from that payment account, or, where there is no payment account, a natural or legal person who gives a payment order;

"payment account" means an account held in the name of one or more payment service users which is used for the execution of payment transactions;

"payment instrument" means any –

(a)　　personalized device; or

(b)　　personalized set of procedures agreed between the payment service user and the payment service provider,

used by the payment service user in order to initiate a payment order;

"payment order" means an instruction by a payer or payee to his or her payment service provider requesting the execution of a payment transaction;

"payment scheme" means a single set of rules, practices, standards or implementation guidelines, or all or some of these, agreed between payment service providers for the execution of payment transactions within the SEP statutory area, and which is separated from any infrastructure or payment system that supports its operation;

"payment service" means any of the following activities, when carried out as a regular occupation or business activity –

(a)　　the execution of payment transactions, including transfers of funds on a payment account with the user's payment service provider or with another payment service provider, including –

　　(i)　　the execution of direct debits, including one-off direct debits, and

　　(ii)　　the execution of credit transfers, including standing orders;

(b)　　the execution of payment transactions where the funds are covered by a credit line for a payment service user, including –

　　(i)　　the execution of direct debits, including one-off direct debits, and

　　(ii)　　the execution of credit transfers, including standing orders;

"payment service provider" means a person (being a person registered under the Banking Business (Jersey) Law 1991) when –

(a)　　the person is carrying out payment services in or from within Jersey; or

(b)　　being a legal person established under Jersey law, the person is carrying out payment services in any part of the world other than in or from within Jersey;

"payment service user" means a natural or legal person making use of a payment service in the capacity of payer or payee, or both;

"Payment Services Directive" means Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, amending Directives 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No 1093/2010, and repealing Directive 2007/64/EC (OJ L 337, 23.12.2015, p. 35);

"payment system" means a funds transfer system with formal and standardized arrangements and common rules for the processing, clearing or settlement of payment transactions;

"payment transaction" means an act –

(a)   initiated by a payer or by or through a payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee; and

(b)   effected using a payment instrument governed by the SEPA Credit Transfer Scheme Rulebook (as in force from time to time) published by the EPC or the SEPA Direct Debit Core Scheme Rulebook (as in force from time to time) or the SEPA Direct Debit Business to Business Scheme Rulebook (as in force from time to time) published by the EPC;

"personalized security credentials" means personalized features provided by a payment service provider to a payment service user for the purposes of authentication;

"reference exchange rate" means the exchange rate which is used as the basis to calculate any currency exchange and which is made available by a payment service provider or comes from a publicly available source;

"remote payment transaction" means a payment transaction initiated through the internet or otherwise initiated through a device that can be used for distance communication;

"SEPA" means the single European payments area;

"SEPA credit transfer" means a payment service for crediting a payee's payment account with a payment transaction or a series of payment transactions from a payer's payment account by the payment service provider which holds the payer's payment account, based on an instruction given by the payer;

"SEPA direct debit" means a payment service for debiting a payer's payment account, where a payment transaction is initiated by the payee on the basis of the payer's consent given to the payee, to the payee's payment service provider or to the payer's own payment service provider;

"SEPA payment" means a payment transaction carried out within the SEP statutory area;

"SEP statutory area" means an area consisting of Jersey, Guernsey, the Isle of Man and the Member States of the European Economic Area;

"single payment service contract" means a contract for a single payment transaction not covered by a framework contract;

"strong customer authentication" means authentication based on the use of 2 or more elements that are independent, in that the breach of one element does not compromise the reliability of any other element, and designed in such a way as to protect the confidentiality of the authentication data, with the elements falling into 2 or more of the following categories –

(a)   something known only by the payment service user ("knowledge");

(b)   something held only by the payment service user ("possession");

(c)   something inherent to the payment service user ("inherence");

"unique identifier" means a combination of letters, numbers or symbols specified to a payment service user by a payment service provider and to be provided by the payment service user in relation to a payment transaction in order to identify unambiguously one or both of the following –

(a)   another payment service user who is a party to the payment transaction;

(b)   the other payment service user's payment account;

"value date" means a reference time used by a payment service provider for the calculation of interest on the funds debited from or credited to a payment account.[1]

(2)   For the purposes of these Regulations, all the places of business set up in Jersey by a payment service provider with a head office outside Jersey shall be taken to be one branch.

PART 2

IMPLEMENTATION OF TITLE III OF PAYMENT SERVICES DIRECTIVE: INFORMATION REQUIREMENTS FOR PAYMENT SERVICES

Application

2   Application of Part 2

(1)   This Part applies to payment services where –

(a)   the services are provided from an establishment maintained by a payment service provider in Jersey; and

(b)   the services are provided in one of the following circumstances –

(i)   the payment service providers of both the payer and the payee are located within the SEP statutory area, or

(ii)   the payment service provider of either the payer or the payee, but not both, is located within the SEP statutory area.[2]

(1A)   In the circumstances mentioned in paragraph (1)(b)(ii), this Part applies only in respect of those parts of a transaction which are carried out in the SEP statutory area.[3]

(2)   Regulations 4 to 7 and 15 to 18 apply to payment services provided under a single payment service contract.

(3)   Regulations 3 and 8 to 18 apply to payment services provided under a framework contract.

(4)   Except where the payment service user is a consumer, the parties may agree that any or all of the provisions of this Part do not apply to a contract for payment services.

(5)   This Part does not apply to –

(a)   a payment transaction from a payer to a payee through a commercial agent authorized in an agreement to negotiate or conclude the sale or purchase of goods or services on behalf of either the payer or the payee but not both the payer and the payee;

(b)   a payment transaction carried out within a payment or securities settlement system between payment service providers and settlement agents, central counterparties, clearing houses, central banks or other participants in the system;

(c)   a payment transaction relating to securities asset servicing, including dividends, income or other distributions, or redemption or sale, carried out by persons referred to in sub-paragraph (b) or by entities allowed to have the custody of financial instruments;

    (d)   services, provided by technical service providers, which support the provision of payment services, without the providers' entering at any time into possession of the funds to be transferred, being services that include processing and storage of data, trust and privacy protection services, data and entity authentication, provision of information technology, provision of communication networks, and the provision and maintenance of terminals and devices used for payment services;

    (e)   a payment transaction carried out between payment service providers or their branches, or between a payment service provider and one or more of its branches, for their own account; or

    (f)   a payment transaction and related service between a parent undertaking and its subsidiary or between subsidiaries of the same parent undertaking, without any intermediary intervention by a payment service provider other than an undertaking belonging to the same group.[4]

(6)   This Part shall continue to apply to a payment service provided prior to 13th January 2018 as if the EU Legislation (Payment Services – SEPA) (Amendment) (Jersey) Regulations 2017 had not been enacted.[5]

3   Disapplication of certain Regulations in the case of low-value payment instruments

(1)   This Regulation applies in respect of payment instruments which, under the framework contract governing their use –

    (a)   can be used only to execute individual payment transactions that do not exceed 30 euros or, in relation to payment transactions executed wholly within Jersey, 60 euros; or

    (b)   have a spending limit of 150 euros or, where payment transactions are to be executed wholly within Jersey, 300 euros.

(2)   Where this Regulation applies –

    (a)   Regulations 8 and 12 do not apply and the payment service provider is required to provide the payer only with information about the main characteristics of the payment service, including –

        (i)   the way in which the payment instrument can be used,

        (ii)   the liability of the payer, as set out in Regulation 29,

        (iii)   any charges levied,

        (iv)   any other material information the payer might need in order to take an informed decision, and

        (v)   an indication of where the information referred to in Schedule 1 is made available in an easily accessible manner;

    (b)   if the parties so agree, Regulations 13 and 14 do not apply and instead –

        (i)   the payment service provider shall provide or make available a reference enabling the payment service user to identify –

            (A)   the payment transaction,

            (B)   the amount of the payment transaction,

            (C)   any charges payable in respect of the payment transaction; or

(ii) in the case of several payment transactions of the same kind made to the same payee, the payment service provider shall provide or make available to the payment service user information about the total amount of the payment transactions and any charges for those payment transactions; and

(c) if the parties so agree, Regulation 15(1) does not apply to information provided or made available in accordance with Regulation 10.

Single payment service contracts

4 Information required prior to the conclusion of a single payment service contract

(1) A payment service provider shall provide or make available to the payment service user the information referred to in paragraph (2) in relation to the service by supplying a copy of the draft single payment service contract, supplying a copy of the draft payment order or otherwise, either –

(a) before the payment service user is bound by the single payment service contract; or

(b) immediately after the execution of the payment transaction, where the contract is concluded at the payment service user's request using a means of distance communication which does not enable provision of such information in accordance with sub-paragraph (a).[6]

(2) The information referred to in paragraph (1) is –

(a) the information or unique identifier that has to be provided by the payment service user in order for a payment order to be properly executed;

(b) the maximum time in which the payment service will be executed;

(c) the charges payable by the payment service user to the user's payment service provider for the payment service and, where applicable, a breakdown of such charges;

(d) where applicable, the actual or reference exchange rate to be applied to the payment transaction; and

(e) such of the information referred to in Schedule 1 as is relevant to the single payment service contract in question.[7]

5 Information required after receipt of the payment order

(1) The payer's payment service provider shall, immediately after receipt of the payment order, provide or make available to the payer the information referred to in paragraph (2) in relation to the service to be provided by the payer's payment service provider.[8]

(2) The information referred to in paragraph (1) is –

(a) a reference enabling the payer to identify the payment transaction and, where appropriate, information relating to the payee;

(b) the amount of the payment transaction in the currency used in the payment order;

(c)   the amount of any charges for the payment transaction payable by the payer and, where applicable, a breakdown of the amounts of such charges;

(d)   where an exchange rate is used in the payment transaction and the actual rate used in the payment transaction differs from the rate referred to in Regulation 4(2)(d), the actual rate used or a reference to it, and the amount of the payment transaction after that currency conversion; and

(e)   the date on which the payment service provider received the payment order.

6   Information for the payee after execution

(1)   The payee's payment service provider shall, immediately after the execution of the payment transaction, provide or make available to the payee the information referred to in paragraph (2) in relation to the service provided by the payee's payment service provider.[9]

(2)   The information referred to in paragraph (1) is –

(a)   a reference enabling the payee to identify the payment transaction and, where appropriate, the payer and any information transferred with the payment transaction;

(b)   the amount of the payment transaction in the currency in which the funds are at the payee's disposal;

(c)   the amount of any charges for the payment transaction payable by the payee and, where applicable, a breakdown of the amount of such charges;

(d)   where applicable, the exchange rate used in the payment transaction by the payee's payment service provider, and the amount of the payment transaction before that currency conversion; and

(e)   the credit value date.

7   Avoidance of duplication of information

Where a payment order for a single payment transaction is transmitted by way of a payment instrument issued under a framework contract, the payment service provider in respect of that single payment transaction need not provide or make available under Regulations 4 to 6 information which has been provided or made available, or will be provided or made available, under Regulations 8 to 13 by another payment service provider in respect of the framework contract.

Framework contracts

8   Prior general information for framework contracts

(1)   A payment service provider shall provide to the payment service user the information referred to in Schedule 1, either –

(a)   in good time before the payment service user is bound by the framework contract; or

(b)   where the contract is concluded at the payment service user's request using a means of distance communication which does not enable provision of such

information in accordance with sub-paragraph (a), immediately after the conclusion of the contract.

(2) The payment service provider may discharge the duty under paragraph (1) by providing a copy of the draft framework contract provided that such contract includes the information referred to in Schedule 1.[10]

9 Information during period of contract

If the payment service user so requests at any time during the contractual relationship, the payment service provider shall provide the information referred to in Schedule 1 and the terms of the framework contract.

10 Changes in contractual information

(1) Subject to paragraph (4), notice of any proposed changes to –

(a) the existing terms of the framework contract; or

(b) the information referred to in Schedule 1,

shall be provided by the payment service provider to the payment service user no later than 2 months before the date on which they are to take effect.

(2) The framework contract may provide for any such proposed changes to be made unilaterally by the payment service provider where the payment service user does not, before the proposed date of entry into force of the changes, notify the payment service provider to the contrary.

(3) Where the framework contract so provides, the payment service provider shall inform the payment service user that –

(a) the payment service user will be deemed to have accepted the changes in the circumstances referred to in paragraph (2); and

(b) the payment service user has the right to terminate the framework contract without charge at any time before the proposed date of their entry into force.[11]

(4) Changes in the exchange rate used in payment transactions may be applied immediately and without notice where –

(a) such a right is agreed to under the framework contract and any such changes are based on the reference exchange rates on which information has been provided to the payment service user in accordance with this Part; or

(b) the changes are favourable to the payment service user.[12]

(5) Any change in the exchange rate used in payment transactions shall be implemented and calculated in a neutral manner that does not discriminate against any payment service user.

11 Termination of framework contract

(1) Subject to paragraph (2), the payment service user may terminate the framework contract at any time.

(2) If the parties have agreed on a period of notice not exceeding 1 month, the payment service user may terminate the framework contract by giving at least that period of notice.

(3)   Any charges for the termination of the contract under paragraph (1) or (2) shall reasonably correspond to the actual costs to the payment service provider of the termination.[13]

(4)   The payment service provider shall not charge the payment service user for the termination of the contract under paragraph (1) or (2) after the expiry of 6 months of the contract.[14]

(5)   If the contract so provides, the payment service provider may terminate a framework contract concluded for an indefinite period by giving at least 2 months' notice or the period of notice provided for in the contract, whichever period of notice is the greater.

(6)   Notice of termination given in accordance with paragraph (5) shall be provided in the same way as information is required by Regulation 15(1) to be provided or made available.

(7)   Where charges for the payment service are levied on a regular basis, such charges shall be apportioned up until the time of the termination of the contract and any charges paid in advance shall be reimbursed proportionally.

(8)   This Regulation does not affect any right of a party to the framework contract to treat it, in accordance with the general law of contract, as unenforceable, void or discharged.

12   Information prior to execution of individual payment transaction

Where an individual payment transaction under a framework contract is initiated by the payer, the payer's payment service provider shall, on request by the payer, inform the payer of –

(a)   the maximum execution time;

(b)   the charges payable by the payer in respect of the payment transaction; and

(c)   where applicable, a breakdown of the amounts of such charges.

13   Information for the payer on individual payment transactions

(1)   The payer's payment service provider under a framework contract shall provide to the payer the information referred to in paragraph (2) in respect of each payment transaction on paper or on another durable medium at least once per month free of charge.[15]

(2)   The information referred to in paragraph (1) is –

(a)   a reference enabling the payer to identify the payment transaction and, where appropriate, information relating to the payee;

(b)   the amount of the payment transaction in the currency in which the payer's payment account is debited or in the currency used for the payment order;

(c)   the amount of any charges payable by the payer for the payment transaction and, where applicable, a breakdown of the amounts of such charges;

(d)   where applicable, the exchange rate used in the payment transaction by the payer's payment service provider and the amount of the payment transaction after that currency conversion; and

(e)   the debit value date or the date of receipt of the payment order.[16]

(3)   A framework contract may include a condition that the payer may require the information referred to in paragraph (2) be provided or made available periodically at least once a month, free of charge and in an agreed manner which enables the payer to store and reproduce the information unchanged.[17]

(4)   Paragraph (1) does not require a payment service provider to provide information where –

   (a)   the information has been, or is to be, provided or made available as required by the payer under a condition of the type referred to in paragraph (3); or

   (b)   more than one month has passed since information was last provided, but there are no payment transactions in respect of which the payment service provider has not previously provided or made available information in accordance with paragraph (1) or as required by the payer under a condition of the type referred to in paragraph (3).[18]

14   Information for the payee on individual payment transactions

(1)   The payee's payment service provider under a framework contract shall provide to the payee the information referred to in paragraph (2) in respect of each payment transaction on paper or on another durable medium at least once per month free of charge.[19]

(2)   The information referred to in paragraph (1) is the following –

   (a)   a reference enabling the payee to identify the payment transaction and the payer, and any information transferred with the payment transaction;

   (b)   the amount of the payment transaction in the currency in which the payee's payment account is credited;

   (c)   the amount of any charges payable by the payee for the payment transaction and, where applicable, a breakdown of the amounts of such charges;

   (d)   where applicable, the exchange rate used in the payment transaction by the payee's payment service provider, and the amount of the payment transaction before that currency conversion;

   (e)   the credit value date.[20]

(3)   A framework contract may include a condition that the information referred to in paragraph (2) is to be provided or made available periodically at least once a month and in an agreed manner which enables the payee to store and reproduce the information unchanged.

(4)   Paragraph (1) does not require a payment service provider to provide information where –

   (a)   the information has been, or is to be, provided or made available in accordance with a condition of the type referred to in paragraph (3); or

   (b)   more than one month has passed since information was last provided, but there are no payment transactions in respect of which the payment service provider has not previously provided or made available information in accordance with paragraph (1) or in accordance with a condition of the type referred to in paragraph (3).[21]

Common provisions

15   Communication of information

(1)   Subject to Regulation 3(2)(c), any information provided or made available in accordance with this Part shall be provided or made available –

   (a)   in the case of single payment service contracts, in an easily accessible manner;

   (b)   subject to paragraph (2), on paper or on another durable medium;

   (c)   in easily understandable language and in a clear and comprehensible form; and

   (d)   in English or in the language agreed by the parties.

(2)   Paragraph (1)(b) –

   (a)   in the case of single payment service contracts, applies only where the payment service user so requests; and

   (b)   in the case of framework contracts, is subject to any agreement in accordance with Regulation 13(3) or 14(3) as to the manner in which information is to be provided or made available.

16   Charges for information

(1)   A payment service provider shall not charge for providing or making available information which is required to be provided or made available by this Part.

(2)   The payment service provider and the payment service user may agree on charges for any information which is provided at the request of the payment service user where such information is –

   (a)   additional to the information required to be provided or made available by this Part;

   (b)   provided more frequently than is specified in this Part; or

   (c)   transmitted by means of communication other than those specified in the framework contract.

(3)   Any charges imposed under paragraph (2) shall reasonably correspond to the payment service provider's actual costs.

17   Currency and currency conversion

(1)   Where a currency conversion service is, before the initiation of a payment transaction, offered –

   (a)   at the point of sale; or

   (b)   by the payee,

   the party offering the currency conversion service to the payer shall disclose to the payer all charges as well as the exchange rate to be used for converting the payment transaction.

(2)   A person who fails to comply with paragraph (1) shall be guilty of an offence and liable to a fine of level 3 on the standard scale.[22]

(3)   In paragraph (2), the reference to a person does not include the person who, in relation to the payment transaction, is a payment service provider.

18   Information on additional charges or reductions

(1)   The payee shall inform the payer of any charge requested or reduction offered by the payee for the use of a particular payment instrument before the initiation of a payment transaction.

(2)   A payee who fails to comply with paragraph (1) shall be guilty of an offence and liable to a fine of level 3 on the standard scale.[23]

(3)   In paragraph (2), the reference to a payee shall not include the person who, in relation to the payment transaction, is a payment service provider.

(4)   The payment service provider, or any relevant other party involved in the transaction, shall (before the initiation of a payment transaction) inform the payment service user of any charge requested by the payment service provider or other party, as the case may be, for the use of a particular payment instrument.[24]

(5)   A person who (being such other party) fails to comply with paragraph (4) shall be guilty of an offence and liable to a fine of level 3 on the standard scale.[25]

(6)   A payer or payment service user is not obliged to pay a charge of the type referred to in paragraph (1) or (4) if the payer or payment service user was not informed of the full amount of the charge in accordance with the relevant paragraph.[26]

18A   Burden of Proof on payment service provider[27]

Where a payment service provider is alleged to have failed to provide information in accordance with this Part, it is for the payment service provider to prove that it provided the information in accordance with this Part.

PART 3

IMPLEMENTATION OF TITLE IV OF PAYMENT SERVICES DIRECTIVE: RIGHTS AND OBLIGATIONS IN RELATION TO THE PROVISION OF PAYMENT SERVICES

Application

19   Application of Part 3

(1)   This Part applies to payment services where –

(a)   the services are provided from an establishment maintained by a payment service provider in Jersey; and

(b)   the services are provided in one of the following circumstances –

(i)   the payment service providers of both the payer and the payee are located within the SEP statutory area, or

(ii)   the payment service provider of either the payer or the payee, but not both, is located within the SEP statutory area.[28]

(1A)   In the circumstances mentioned in paragraph (1)(b)(ii) –

(a)   this Part applies only in respect of those parts of a transaction which are carried out in the SEP statutory area; and

(b)   Regulations 21(2), 30, 31, 35, 36(1) and (2), 40, 41, 42 and 43 do not apply.[29]

(2)   Except where the payment service user is a consumer, the parties may agree that –

(a)   any or all of Regulations 21(1), 22(3) or (4), 27, 29, 30, 31, 34, 40, 41 and 42 do not apply;

(b)   a different period applies for the purposes of Regulation 26(1).

(3)   This Part does not apply to any payment transaction or service specified in Regulation 2(5).

(4)   This Part shall continue to apply to a payment service provided prior to 13th January 2018 as if the EU Legislation (Payment Services – SEPA) (Amendment) (Jersey) Regulations 2017 had not been enacted.[30]

20   Disapplication of certain Regulations in the case of low value payment instruments

(1)   This Regulation applies in respect of payment instruments which, under the framework contract governing their use –

(a)   can be used only to execute individual payment transactions that do not exceed 30 euros or, in relation to payment transactions executed wholly within Jersey, 60 euros; or

(b)   have a spending limit of 150 euros, or where payment transactions are to be executed wholly within Jersey, 300 euros.

(2)   Where this Regulation applies the parties may agree that –

(a)   Regulations 24(1)(b), 25(1)(c), (d) and (e) and 29(4) do not apply where the payment instrument does not allow for the stopping or prevention of its use;

(b)   Regulations 27, 28 and 29(1) and (2) do not apply where the payment service provider is not in a position, for reasons intrinsic to the nature of the payment instrument, to prove that a payment transaction was authorized;

(c)   despite Regulation 33(1), the payment service provider is not required to notify the payment service user of the refusal of a payment order if the non-execution is apparent from the context;

(d)   the payer may not revoke the payment order under Regulation 34 after transmitting the payment order or giving his or her consent to execute the payment transaction to the payee;

(e)   execution periods other than those provided for by Regulations 36 and 37 apply.[31]

Charges

21   Charges

(1)   The payment service provider may charge the payment service user for the fulfilment of any of its obligations under this Part only –

(a)   in accordance with Regulation 33(3), 34(6) or 39(2)(b);

(b)   where agreed between the parties; and

(c)   where such charges reasonably correspond to the payment service provider's actual costs.

(2)   Where both the payer's and the payee's payment service providers, or the only payment service provider, in respect of a payment transaction are within the SEP statutory area, the respective payment service providers shall ensure that –

(a)   the payee pays any charges levied by the payee's payment service provider; and

(b)   the payer pays any charges levied by the payer's payment service provider.[32]

(3)   The payee's payment service provider shall not prevent the payee from –

(a)   requesting payment of a charge by the payer for the use of a particular payment instrument;

(b)   offering a reduction to the payer for the use of a particular payment instrument; or

(c)   otherwise steering the payer towards the use of a particular payment instrument.[33]

Authorization of payment transactions

22   Consent and withdrawal of consent

(1)   A payment transaction shall be regarded as having been authorized by the payer for the purposes of this Part only if the payer has given its consent to –

(a)   the execution of the payment transaction; or

(b)   the execution of a series of payment transactions of which that payment transaction forms part.

(2)   Such consent –

(a)   may be given before or, if agreed between the payer and its payment service provider, after the execution of the payment transaction; and

(b)   shall be given in the form, and in accordance with the procedure, agreed between the payer and its payment service provider.

(3)   The payer may withdraw its consent to a payment transaction at any time before the point at which the payment order can no longer be revoked under Regulation 34.

(4)   Subject to Regulation 34(3) to (5), the payer may withdraw its consent to the execution of a series of payment transactions at any time with the effect that any future payment transactions are not regarded as authorized for the purposes of this Part.

23   Limits on the use of payment instruments

(1)   Where a specific payment instrument is used for the purpose of giving consent to the execution of a payment transaction, the payer and its payment service provider may agree on spending limits for any payment transactions executed through that payment instrument.

(2)   A framework contract may provide for the payment service provider to have the right to stop the use of a payment instrument on reasonable grounds relating to –

    (a)   the security of the payment instrument;

    (b)   the suspected unauthorized or fraudulent use of the payment instrument; or

    (c)   in the case of a payment instrument with a credit line, a significantly increased risk that the payer may be unable to fulfil its liability to pay.

(3)   Subject to paragraphs (4) and (5), the payment service provider shall, in the manner agreed between the payment service provider and the payer and before carrying out any measures to stop the use of the payment instrument –

    (a)   inform the payer that it intends to stop the use of the payment instrument; and

    (b)   give its reasons for doing so.

(4)   Subject to paragraph (5), where the payment service provider is unable to inform the payer in accordance with paragraph (3) before carrying out any measures to stop the use of the payment instrument, it shall do so immediately after.

(5)   Paragraphs (3) and (4) do not apply where provision of the information in accordance with paragraph (3) would compromise reasonable security measures or is otherwise unlawful.

(6)   The payment service provider shall allow the use of the payment instrument or replace it with a new payment instrument as soon as practicable after the reasons for stopping its use cease to exist.

24   Obligations of the payment service user in relation to payment instruments and personalized security credentials[34]

(1)   A payment service user to whom a payment instrument has been issued shall –

    (a)   use the payment instrument in accordance with the terms and conditions governing its issue and use; and

    (b)   notify the payment service provider in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorized use of the payment instrument.

(2)   Paragraph (l)(a) applies only in relation to terms and conditions that are objective, non-discriminatory and proportionate.[35]

(3)   The payment service user shall take all reasonable steps to keep safe personalized security credentials relating to a payment instrument.[36]

25   Obligations of the payment service provider in relation to payment instruments

(1)   A payment service provider issuing a payment instrument shall –

    (a)   ensure that the personalized security credentials are not accessible to persons other than the payment service user to whom the payment instrument has been issued;

    (b)   not send an unsolicited payment instrument, except where a payment instrument already issued to a payment service user is to be replaced;

    (c)   ensure that appropriate means are available at all times to enable the payment service user –

(i)   to notify the payment service provider in accordance with Regulation 24(1)(b), or

(ii)   to request that, in accordance with Regulation 23(6), the use of the payment instrument is no longer stopped;

(d)   on request, provide the payment service user at any time during a period of 18 months after the alleged date of a notification under Regulation 24(1)(b) with the means to prove that such notification to the payment service provider was made;

(e)   provide the payment service user with an option to make a notification under Regulation 24(1)(b) free of charge, and ensure that any costs charged are directly attributed to the replacement of the payment instrument;

(f)   prevent any use of the payment instrument once notification has been made under Regulation 24(1)(b).[37]

(2)   The payment service provider bears the risk of sending to the payment service user a payment instrument or any personalized security credentials relating to it.[38]

(3)   Nothing in paragraph (1)(a) affects the obligations of the payment service user under Regulation 24.

26   Notification of unauthorized or incorrectly executed payment transactions

(1)   A payment service user is entitled to redress under Regulation 28, 40, 41 or 42 only if it notifies the payment service provider without undue delay, and in any event no later than 13 months after the debit date, on becoming aware of any unauthorized or incorrectly executed payment transaction.

(2)   Where the payment service provider has failed to provide or make available information concerning the payment transaction in accordance with Part 2, the payment service user is entitled to redress under the Regulations referred to in paragraph (1) notwithstanding that the payment service user has failed to notify the payment service provider as mentioned in that paragraph.

27   Evidence on authentication and execution of payment transactions

(1)   Where a payment service user –

(a)   denies having authorized an executed payment transaction; or

(b)   claims that a payment transaction has not been correctly executed,

it shall be for the payment service provider to prove that the payment transaction was authenticated, accurately recorded, entered in the payment service provider's accounts and not affected by a technical breakdown or some other deficiency in the service provided by the payment service provider.[39]

(2)   Where a payment service user denies having authorized an executed payment transaction, the use of a payment instrument recorded by the payment service provider shall not in itself necessarily be sufficient to prove that –

(a)   the payment transaction was authorized by the payer; or

(b)   the payer acted fraudulently or failed with intent or gross negligence to comply with Regulation 24.[40]

(3)   If a payment service provider claims that a payer acted fraudulently or failed with intent or gross negligence to comply with Regulation 24, the payment service provider shall provide supporting evidence to the payer.[41]

28   Payment service provider's liability for unauthorized payment transactions[42]

(1)   Subject to Regulations 26 and 27, where an executed payment transaction was not authorized in accordance with Regulation 22, the payment service provider shall –

   (a)   refund the amount of the unauthorized payment transaction to the payer; and

   (b)   where applicable, restore the debited payment account to the state it would have been in had the unauthorized payment transaction not taken place.

(2)   The payment service provider shall provide a refund under paragraph (l)(a) as soon as practicable, and in any event no later than the end of the business day following the day on which it becomes aware of the unauthorized payment transaction.

(3)   Paragraph (2) does not apply where the payment service provider has reasonable grounds to suspect fraudulent behaviour by the payment service user and notifies a police officer mentioned in Article 33(1)(a) or (b) of the Proceeds of Crime (Jersey) Law 1999 of those grounds in writing.

(4)   When crediting a payment account under paragraph (1)(b), a payment service provider shall ensure that the credit value date is no later than the date on which the amount of the unauthorized payment transaction was debited.

29   Payer's or payee's liability for unauthorized payment transactions[43]

(1)   Subject to paragraphs (2), (3) and (4), a payment service provider which is liable under Regulation 28(1) may require that the payer is liable up to a maximum of £35 for any losses incurred in respect of unauthorized payment transactions arising from the use of a lost or stolen payment instrument, or from the misappropriation of a payment instrument.

(2)   Paragraph (1) does not apply if –

   (a)   the loss, theft or misappropriation of the payment instrument was not detectable by the payer prior to the payment, except where the payer acted fraudulently; or

   (b)   the loss was caused by acts or omissions of an employee, agent or branch of a payment service provider or of an entity which carried out activities on behalf of the payment service provider.

(3)   The payer shall be liable for all losses incurred in respect of an unauthorized payment transaction where the payer –

   (a)   has acted fraudulently; or

   (b)   has with intent or gross negligence failed to comply with Regulation 24.

(4)   Except where the payer has acted fraudulently, the payer shall not be liable for any losses incurred in respect of an unauthorized payment transaction –

   (a)   arising after notification under Regulation 24(1)(b);

   (b)   where the payment service provider has failed at any time to provide, in accordance with Regulation 25(1)(c), appropriate means for notification; or

(c)   where Regulation 44B requires the application of strong customer authentication, but the payer's payment service provider does not require strong customer authentication.

(5)   Where Regulation 44B requires the application of strong customer authentication, but the payee or the payee's payment service provider does not accept strong customer authentication, the payee or the payee's payment service provider, or both (as the case may be) shall compensate the payer's payment service provider for the losses incurred or sums paid as a result of complying with Regulation 28(1).

30   Refunds for payment transactions initiated by or through a payee

(1)   Where the conditions in paragraph (2) and the requirement in Regulation 31(1) are satisfied, the payer shall be entitled to a refund from its payment service provider of the full amount of any authorized payment transaction initiated by or through the payee.

(2)   The conditions are that –

    (a)   the authorization did not specify the exact amount of the payment transaction when the authorization was given in accordance with Regulation 22; and

    (b)   the amount of the payment transaction exceeded the amount that the payer could reasonably have expected taking into account the payer's previous spending pattern, the conditions of the framework contract and the circumstances of the case.

(3)   The payer shall be entitled to an unconditional refund from its payment service provider of the full amount of any direct debit transactions of the type referred to in Article 1 of Regulation (EU) No. 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (OJ L 94, 30.3.2012, p. 22).[44]

(4)   When crediting a payment account under paragraph (1), a payment service provider shall ensure that the credit value date is no later than the date on which the amount of the unauthorized payment transaction was debited.[45]

(5)   For the purposes of paragraph (2)(b), the payer cannot rely on currency exchange fluctuations where the reference exchange rate provided under Regulation 4(2)(d) or paragraph 3(b) of Schedule 1 was applied.

(6)   The payer and payment service provider may agree in the framework contract that the right to a refund does not apply where –

    (a)   the payer has given consent directly to the payment service provider for the payment transaction to be executed; and

    (b)   if applicable, information on the payment transaction was provided or made available in an agreed manner to the payer for at least 4 weeks before the due date by the payment service provider or by the payee.

31   Requests for refunds for payment transactions initiated by or through a payee

(1)   The payer shall request a refund under Regulation 30 from its payment service provider within 8 weeks from the date on which the funds were debited.

(2)   The payment service provider may require the payer to provide such information as is reasonably necessary to prove that the conditions in Regulation 30(2) are satisfied.[46]

(3)   The payment service provider shall either –

(a)   refund the full amount of the payment transaction; or

(b)   provide justification for refusing to refund the payment transaction, indicating the bodies to which the payer may refer the matter if the payer does not accept the justification provided.[47]

(4)   Any refund or justification for refusing a refund shall be provided within 10 business days of receiving a request for a refund or, where applicable, within 10 business days of receiving any further information requested under paragraph (2).[48]

(5)   If the payment service provider requires further information under paragraph (2), it may not refuse the refund until it has received further information from the payer.[49]

Execution of payment transactions

32   Receipt of payment orders

(1)   A payer's payment service provider shall not debit the payment account before receipt of a payment order.[50]

(2)   Subject to paragraphs (3) to (6), for the purposes of these Regulations the time of receipt of a payment order is the time at which the payment order is received by the payer's payment service provider.[51]

(3)   If the time of receipt of a payment order does not fall on a business day for the payer's payment service provider, the payment order shall be taken to have been received on the first business day thereafter.

(4)   The payment service provider may set a time towards the end of a business day after which any payment order received shall be taken to have been received on the following business day.

(5)   Where the payment service user initiating a payment order agrees with its payment service provider that execution of the payment order is to take place –

(a)   on a specific day;

(b)   on the last day of a certain period; or

(c)   on the day on which the payer has put funds at the disposal of its payment service provider,

the time of receipt shall be taken to be the day so agreed.

(6)   If the day agreed under paragraph (5) is not a business day for the payer's payment service provider, the payment order shall be taken to have been received on the first business day thereafter.[52]

33   Refusal of payment orders

(1)   Subject to paragraph (4), where a payment service provider refuses to execute a payment order, it shall notify the payment service user of –

(a)   the refusal;

    (b)   if possible, the reasons for such refusal; and

    (c)   where it is possible to provide reasons for the refusal and those reasons relate to factual matters, the procedure for rectifying any factual errors that led to the refusal.

(2)   Any notification under paragraph (1) shall be given or made available in an agreed manner and at the earliest opportunity, and in any event within the periods specified in Regulation 36.

(3)   The framework contract may provide for the payment service provider to charge the payment service user for such refusal where the refusal is reasonably justified.[53]

(4)   The payment service provider is not required to notify the payment service user under paragraph (1) where such notification would be otherwise unlawful.

(5)   Where all the conditions set out in the payer's framework contract with the account servicing payment service provider have been satisfied, the account servicing payment service provider shall not refuse to execute an authorized payment order irrespective of whether the payment order is initiated by the payer or by or through a payee, unless such execution is otherwise unlawful.[54]

(6)   For the purposes of Regulations 36, 40 and 41 a payment order of which execution has been refused shall be taken not to have been received.

34   Revocation of a payment order

(1)   Subject to paragraphs (2) to (5), a payment service user shall not revoke a payment order after it has been received by the payer's payment service provider.

(2)   In the case of a payment transaction initiated by or through the payee, the payer shall not revoke the payment order after giving consent to execute the payment transaction to the payee.[55]

(3)   In the case of a direct debit, the payer shall not revoke the payment order after the end of the business day preceding the day agreed for debiting the funds.

(4)   Where a day is agreed under Regulation 32(5), the payment service user shall not revoke a payment order after the end of the business day preceding the agreed day.[56]

(5)   At any time after the time limits for revocation set out in paragraphs (1) to (4), the payment order may be revoked only if the revocation is –

    (a)   agreed between the payment service user and the relevant payment service provider or providers; and

    (b)   in the case of a payment transaction initiated by or through the payee, including in the case of a direct debit, also agreed with the payee.[57]

(6)   A framework contract may provide for the relevant payment service provider to charge for revocation under this Regulation.[58]

35   Amounts transferred and amounts received

(1)   Subject to paragraph (2), the payment service providers of the payer and payee shall ensure that the full amount of the payment transaction is transferred and that no charges are deducted from the amount transferred.

(2)   The payee and its payment service provider may agree for the relevant payment service provider to deduct its charges from the amount transferred before crediting

it to the payee provided that the full amount of the payment transaction and the amount of the charges are clearly stated in the information provided to the payee.[59]

(3) If charges other than those provided for by paragraph (2) are deducted from the amount transferred –

    (a) in the case of a payment transaction initiated by the payer, the payer's payment service provider shall ensure that the payee receives the full amount of the payment transaction;

    (b) in the case of a payment transaction initiated by the payee, the payee's payment service provider shall ensure that the payee receives the full amount of the payment transaction.[60]

Execution time and value date

36 Payment transactions to a payment account

(1) Subject to paragraph (2), the payer's payment service provider shall ensure that the amount of the payment transaction is credited to the payee's payment service provider's account by the end of the business day following the time of receipt of the payment order.[61]

(2) Where a payment transaction is initiated by way of a paper payment order, the reference in paragraph (1) to the end of the business day following the time of receipt of the payment order shall be treated as a reference to the end of the second business day following the time of receipt of the payment order.

(3) The payee's payment service provider shall value-date and credit the amount of the payment transaction to the payee's payment account following its receipt of the funds.

(4) The payee's payment service provider shall transmit a payment order initiated by or through the payee to the payer's payment service provider within the time limits agreed between the payee and its payment service provider, enabling settlement in respect of a direct debit to occur on the agreed due date.

37 Absence of payee's payment account with the payment service provider

(1) Paragraph (2) applies where a payment service provider accepts funds on behalf of a payee who does not have a payment account with that payment service provider.

(2) The payment service provider shall make the funds available to the payee immediately after the funds have been credited to that payment service provider's account.

38 Value date and availability of funds

(1) The credit value date for the payee's payment account shall be no later than the business day on which the amount of the payment transaction is credited to the account of the payee's payment service provider.

(2) Paragraph (3) applies where –

    (a) the transaction does not involve a currency conversion;

      (b)   the transaction involves only a currency conversion between the euro and pounds sterling or another member State currency, between pounds sterling and another member State currency, or between two other member State currencies; or

      (c)   the transaction involves only one payment service provider.[62]

(3)   The payee's payment service provider shall ensure that the amount of the payment transaction is at the payee's disposal immediately after that amount has been credited to that payment service provider's account.

(4)   The debit value date for the payer's payment account shall be no earlier than the time at which the amount of the payment transaction is debited to that payment account.

Liability

39   Incorrect unique identifiers

(1)   Where a payment order is executed in accordance with the unique identifier, the payment order shall be taken to have been correctly executed by each payment service provider involved in executing the payment order with respect to the payee specified by the unique identifier.

(2)   Where the unique identifier provided by the payment service user is incorrect, the payment service provider shall not be liable under Regulation 40 or 41 for non-execution or defective execution of the payment transaction, but the payment service provider –

      (a)   shall make reasonable efforts to recover the funds involved in the payment transaction; and

      (b)   may, if agreed in the framework contract, charge the payment service user for any such recovery.

(3)   The payee's payment service provider shall co-operate with the payer's payment service provider in its efforts to recover the funds, in particular by providing to the payer's payment service provider all relevant information for the collection of funds.[63]

(4)   If the payer's payment service provider is unable to recover the funds it shall, on receipt of a written request, provide to the payer all available relevant information in order for the payer to claim repayment of the funds.[64]

(5)   Where the payment service user provides information additional to that referred to in Regulation 4(2)(a) or paragraph 2(b) of Schedule 1, the payment service provider shall be liable only for the execution of payment transactions in accordance with the unique identifier provided by the payment service user.[65]

40   Non-execution or defective or late execution of payment transactions initiated by the payer[66]

(1)   This Regulation applies where a payment order is initiated directly by the payer.

(2)   The payer's payment service provider shall be liable to the payer for the correct execution of the payment transaction unless it can prove to the payer and, where relevant, to the payee's payment service provider, that the payee's payment service

provider received the amount of the payment transaction in accordance with Regulation 36(1) and (2).

(3)   Where the payer's payment service provider is liable under paragraph (2), it shall without undue delay refund to the payer the amount of the non-executed or defective payment transaction and, where applicable, restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place.

(4)   The credit value date for a credit under paragraph (3) shall be no later than the date on which the amount was debited.

(5)   If the payer's payment service provider proves that the payee's payment service provider received the amount of the payment transaction in accordance with Regulation 36, the payee's payment service provider shall be liable to the payee for the correct execution of the payment transaction and shall –

(a)   immediately make available the amount of the payment transaction to the payee; and

(b)   where applicable, credit the corresponding amount to the payee's payment account.

(6)   The credit value date for a credit under paragraph (5)(b) shall be no later than the date on which the amount would have been value dated if the transaction had been executed correctly.

(7)   Where a payment transaction is executed late, the payee's payment service provider shall, on receipt of a request from the payer's payment service provider on behalf of the payer, ensure that the credit value date for the payee's payment account is no later than the date the amount would have been value dated if the transaction had been executed correctly.

(8)   Regardless of liability under this Regulation, the payer's payment service provider shall, on request by the payer, immediately and without charge –

(a)   make efforts to trace any non-executed or defectively executed payment transaction; and

(b)   notify the payer of the outcome.

41   Non-execution or defective or late execution of payment transactions initiated by the payee[67]

(1)   This Regulation applies where a payment order is initiated by the payee.

(2)   The payee's payment service provider shall be liable to the payee for the correct transmission of the payment order to the payer's payment service provider in accordance with Regulation 36(4).

(3)   Where the payee's payment service provider is liable under paragraph (2), it shall immediately re-transmit the payment order in question to the payer's payment service provider.

(4)   The payee's payment service provider shall also ensure that the transaction is handled in accordance with Regulation 38, such that the amount of the transaction –

(a)   is at the payee's disposal immediately after it is credited to the payee's payment service provider's account; and

(b)   is value dated on the payee's payment account no later than the date the amount would have been value dated if the transaction had been executed correctly.

(5)   The payee's payment service provider shall, on request by the payee and free of charge, make immediate efforts to trace the payment transaction and notify the payee of the outcome.

(6)   Subject to paragraph (8), if the payee's payment service provider proves to the payee and, where relevant, to the payer's payment service provider, that it is not liable under paragraph (2) in respect of a non-executed or defectively executed payment transaction, the payer's payment service provider shall be liable to the payer and shall, as appropriate and immediately –

(a)   refund to the payer the amount of the payment transaction; and

(b)   restore the debited payment account to the state in which it would have been had the defective payment transaction not taken place.

(7)   The credit value date for a credit under paragraph (6)(b) shall be no later than the date on which the amount was debited.

(8)   If the payer's payment service provider proves that the payee's payment service provider has received the amount of the payment transaction, paragraph (6) does not apply and the payee's payment service provider shall value date the amount on the payee's payment account no later than the date the amount would have been value dated if the transaction had been executed correctly.

42   Liability of payment service provider for charges and interest[68]

A payment service provider shall be liable to its payment service user for –

(a)   any charges for which the payment service user is responsible; and

(b)   any interest which the payment service user must pay,

as a consequence of the non-execution or defective or late execution of the payment transaction.

43   Right of recourse[69]

Where the liability of a payment service provider under Regulation 28, 40 or 41 is attributable to another payment service provider or an intermediary, including where there is a failure to use strong customer authentication as required by Regulation 44B, the other payment service provider or intermediary shall compensate the first-mentioned provider for any losses incurred or sums paid pursuant to those Regulations.

44   Force majeure

(1)   A person shall not be liable for any contravention of a requirement imposed on it under this Part where the contravention is due to abnormal and unforeseeable circumstances beyond the person's control, the consequences of which would have been unavoidable despite all efforts to the contrary.

(2)   A payment service provider shall not be liable for any contravention of a requirement imposed on it under this Part where the contravention is due to the obligations of the payment service provider under other provisions of Jersey law.

44A   Consent for use of personal data[70]

A payment service provider shall not access, process or retain any personal data for the provision of payment services by it unless it has the explicit consent of the payment service user to do so.

44B   Authentication[71]

(1)   A payment service provider shall in accordance with regulatory technical standards adopted under Article 98 of the Payment Services Directive apply strong customer authentication where a payment service user –

(a)   accesses its payment account online;

(b)   initiates an electronic payment transaction; or

(c)   carries out any action through a remote channel which may imply a risk of payment fraud or other abuses.

(2)   Where a payer initiates an electronic remote payment transaction, the payment service provider shall in accordance with regulatory technical standards adopted under Article 98 of the Payment Services Directive apply strong customer authentication that includes elements which dynamically link the transaction to a specific amount and a specific payee.

(3)   A payment service provider shall maintain adequate security measures to protect the confidentiality and integrity of payment service users' personalized security credentials.

(4)   Paragraphs (1), (2) and (3) are subject to any exemptions from the requirements in those paragraphs provided for in regulatory technical standards adopted under Article 98 of the Payment Services Directive.

PART 4

IMPLEMENTATION OF ARTICLE 5 OF REGULATION (EU) NO 260/2012

45   Interpretation of Part 4

In this Part –

"collection" means a part of a SEPA direct debit transaction starting from its initiation by the payee until its end through the normal debiting of the payer's payment account;

"ISO 20022 XML standard" means a standard for the development of electronic financial messages as defined by the International Organization for Standardization, encompassing the physical representation of the payment transactions in XML syntax, in accordance with business rules and implementation guidelines for schemes for payment transactions falling within the scope of this Part;

"large-value payment system" means a payment system the main purpose of which is to process, clear or settle single payment transactions of high priority and urgency, and primarily of large amounts;

"mandate" means the expression of consent and authorization given by the payer to the payee and (directly, or indirectly via the payee) to the payer's payment service provider to allow the payee to initiate a collection for debiting the payer's specified payment account and to allow the payer's payment service provider to comply with such instructions;

"microenterprise" means a microenterprise within the meaning of Commission Recommendation 2003/361/EC;

"reference party" means a natural or legal person on behalf of whom a payer makes a payment or a payee receives a payment;

"retail payment system" means a payment system that is not a large-value payment system and the main purpose of which is to process, clear or settle SEPA credit transfers, or SEPA direct debits, that are generally bundled together for transmission and are primarily of small amount and low priority;

"settlement date" means a date on which obligations with respect to the transfer of funds are discharged between the payer's payment service provider and the payee's payment service provider.

46　Object of Part 4

The object of this Part is to make provision for the implementation of Article 5 of Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in euro and amending Regulation (EC) No 924/2009 (OJ L 94, 30.3.2012, p. 22).

47　Application of Part 4

(1)　This Part applies to SEPA credit transfer transactions and SEPA direct debit transactions where both the payer's payment service provider and the payee's payment service provider are located in the SEP statutory area, or where the sole payment service provider involved in the transaction is located in the SEP statutory area.

(2)　This Part does not apply to the following –

(a)　a payment transaction carried out between payment service providers or their branches, or between a payment service provider and one or more of its branches, for their own account;

(b)　a payment transaction processed and settled through a large-value payment system, other than a SEPA direct debit which the payer has not explicitly requested be routed via a large-value payment system;

(c)　a payment transaction through a payment card or similar device, including a cash withdrawal, unless the card or device is used only to generate the information required to make directly a SEPA credit transfer to, or a SEPA direct debit from, a payment account identified by BBAN or IBAN;

(d)　a payment transaction by means of any telecommunication device, digital device or information technology device, unless the payment transaction results in a SEPA credit transfer to, or a SEPA direct debit from, a payment account identified by BBAN or IBAN;

(e)　a transaction of money remittance as defined in point (13) of Article 4 of the Payments Services Directive;

      (f)   a payment transaction transferring electronic money, unless the transaction results in a SEPA credit transfer to, or a SEPA direct debit from, a payment account identified by BBAN or IBAN.

(3)   Where payment schemes are based on payment transactions by SEPA credit transfers or SEPA direct debits but have additional optional features or services, this Part applies only to the underlying SEPA credit transfers or SEPA direct debits.

48   Requirements for credit transfer and direct debit transactions

(1)   Payment service providers shall carry out SEPA credit transfer transactions and SEPA direct debit transactions in accordance with the following requirements –

      (a)   they shall use the payment account identifier specified in paragraph 1(a) of Schedule 2 for the identification of payment accounts regardless of the location of the payment service providers concerned;

      (b)   they shall use a message format specified in paragraph 1(b) of Schedule 2 when transmitting payment transactions to another payment service provider or via a retail payment system;

      (c)   they shall ensure that payment service users use the payment account identifier specified in paragraph 1(a) of Schedule 2 for the identification of payment accounts, whether the payer's payment service provider and the payee's payment service provider in the payment transaction are, or the sole payment service provider in the payment transaction is, located in the same country or territory in the SEP statutory area or in different countries, in different territories, or in a country and a territory;

      (d)   they shall ensure that where a payment service user that is not a consumer or a microenterprise initiates or receives individual credit transfers or individual direct debits which are not transmitted individually, but are bundled together for transmission, a message format specified in paragraph 1(b) of Schedule 2 is used.

(2)   Without prejudice to paragraph (1)(b), a payment service provider shall, on the specific request of a payment service user, use a message format specified in paragraph 1(b) of Schedule 2 in relation to that payment service user.

(3)   In relation to a SEPA credit transfer –

      (a)   the payer's payment service provider shall ensure that the payer provides the data elements specified in paragraph 2(a) of Schedule 2;

      (b)   the payer's payment service provider shall provide the data elements specified in paragraph 2(b) of Schedule 2 to the payee's payment service provider; and

      (c)   the payee's payment service provider shall provide or make available to the payee the data elements specified in paragraph 2(d) of Schedule 2.

(4)   In relation to a SEPA direct debit –

      (a)   the payee's payment service provider shall ensure that –

           (i)   the payee provides the data elements specified in paragraph 3(a) of Schedule 2 with the first SEPA direct debit (or one-off SEPA direct debit) and with each of any subsequent SEPA direct debit,

          (ii)   the payer gives consent both to the payee and to the payer's payment service provider (directly, or indirectly via the payee),

        (iii)   the mandates, together with any later modifications or any later cancellation, are stored by the payee or a third party on behalf of the payee,

        (iv)   the payee is informed of the obligation under clause (iii) by the payment service provider in accordance with Regulation 8;

    (b)   the payee's payment service provider shall provide the payer's payment service provider with the data elements specified in paragraph 3(b) of Schedule 2;

    (c)   the payer's payment service provider shall provide or make available to the payer the data elements specified in paragraph 3(c) of Schedule 2;

    (d)   the payer shall have the right to instruct its payment service provider to do any one or more of the following –

        (i)   to limit a SEPA direct debit collection to a certain amount or to a certain periodicity or both,

        (ii)   where a mandate under a payment scheme does not provide for the right to a refund, to verify each SEPA direct debit transaction, and to check, according to the mandate-related information, whether the amount and periodicity of the submitted SEPA direct debit transaction is equal to the amount and periodicity agreed in the mandate, before debiting the payer's payment account,

        (iii)   to block any SEPA direct debits to the payer's payment account or to block any SEPA direct debits initiated by one or more specified payees or to authorize SEPA direct debits only if initiated by one or more specified payees.

(5)   However, if neither the payer nor the payee is a consumer, payment service providers are not required to comply with paragraph (4)(d).

(6)   The payer's payment service provider shall inform the payer of the rights specified in paragraph (4)(d) in accordance with Regulation 8.

(7)   On the occasion of the first SEPA direct debit transaction or of a one-off SEPA direct debit transaction, and on the occasion of each of any subsequent SEPA direct debit transactions, the payee shall send the mandate-related information to his or her payment service provider and the payee's payment service provider shall transmit that mandate-related information to the payer's payment service provider with each SEPA direct debit transaction.

(8)   In addition to the requirements referred to in paragraph (1), a payee who accepts a SEPA credit transfer –

    (a)   shall communicate to the payer his or her payment account identifier (as referred to in paragraph 1(a) of Schedule 2); and

    (b)   if necessary, shall communicate, if the acceptance occurs before 31 October 2016, his or her payment service provider's BIC to the payer when a credit transfer is requested.

(9)   Before the first direct debit transaction a payer –

    (a)   shall communicate to the payee his or her payment account identifier (as referred to in paragraph 1(a) of Schedule 2); and

    (b)   if necessary, shall communicate, if the transaction occurs before 31 October 2016, his or her payment service provider's BIC to the payee.

(10)   Where the framework agreement between the payer and the payer's payment service provider does not provide for the right to a refund, the payer's payment service provider shall, without prejudice to paragraph (4)(a)(ii), verify each direct debit transaction to check whether, according to the mandate-related information, the amount of the submitted direct debit transaction is equal to the amount and periodicity agreed in the mandate before debiting the payer's payment account.

(11)   On and from 31 October 2016, payment service providers shall not require payment service users to indicate the BIC of the payment service provider of a payer or of the payment service provider of a payee.

(12)   The payer's payment service provider and the payee's payment service provider shall not levy additional charges or other fees on the read-out process to automatically generate a mandate for those payment transactions that are initiated through or by means of a payment card at the point of sale and result in a direct debit.

(13)   Nothing in this Regulation affects the operation of the Data Protection (Jersey) Law 2018.[72]

49   Transitional provisions

(1)   Until 31 October 2016, a payment service provider may provide a payment service user with conversion services for national SEPA payments enabling a payment service user that is a consumer to continue using a BBAN instead of the payment account identifier specified in paragraph 1(a) of Schedule 2, on condition that interoperability is ensured by converting the payer's and the payee's BBAN technically and securely into the respective payment account identifier specified in paragraph 1(a) of Schedule 2.

(2)   That payment account identifier shall be delivered to the initiating payment service user, where appropriate, before the payment is executed.

(3)   In such a case a payment service provider shall not levy any charges or other fees on the payment service user directly or indirectly linked to those conversion services.

(4)   The Minister may by Order waive all or some of the following requirements –

    (a)   in the case of credit transfers, the technical requirements set out in Regulation 48(1), (2), (3) and (8) and paragraphs 1 and 2 of Schedule 2;

    (b)   in the case of direct debits, the requirements set out in Regulation 48(1), (2), (4), (5), (6), (7), (9), (10) and (12) and paragraphs 1 and 3 of Schedule 2,

    for those payment transactions generated using a payment card at the point of sale which result in a SEPA direct debit to and from a payment account identified by BBAN or IBAN before 31 October 2016.

(5)   Until 31 October 2016, the Minister may by Order, waive the specific requirement under Regulation 48(1)(d) to use the message formats specified in paragraph 1(b) of Schedule 2 for payment service users that initiate or receive individual credit transfers or direct debits that are bundled together for transmission.

(6)   Despite any such waiver, a payment service provider shall comply with Regulation 48(1)(d) if a payment service user requests that the provider comply with that sub-paragraph.

(7)   The Minister may by Order defer the requirements relating to the provision of a BIC for national SEPA payments in Regulation 48(8), (9) and (11) until 31 October 2016.

PART 5

MISCELLANEOUS

50   Supervision

The Commission shall –

(a)   effectively monitor payment service providers; and

(b)   take the necessary measures for the purpose of securing the compliance by payment service providers with the requirements of these Regulations.

51   Monitoring and enforcement powers of Commission

(1)   The Commission, an officer or an agent may serve a notice in writing on –

(a)   a person who is or was a payment service provider;

(b)   a person who, in relation to a payment service provider, is or was a principal person or key person;

(c)   a person who is or was an associate of such a principal person; or

(d)   a person who appears to the Commission to be in possession of information or documents of the kind mentioned in paragraph (2).

(2)   A notice under paragraph (1) may require the person on whom it is served to, at the place and time specified in the notice –

(a)   to provide the Commission, an officer or an agent, at such times and places as are specified in the notice, with such information or documents as are specified in the notice and as the Commission, an officer or an agent reasonably requires the person to provide for the purpose of effectively monitoring or ensuring compliance with the requirements of these Regulations; or

(b)   to attend at such times and places as may be specified in the notice and answer such questions as the Commission, an officer or an agent reasonably requires the person to answer for the purpose of effectively monitoring or ensuring compliance with the requirements of these Regulations.

(3)   The Commission may appoint one or more competent persons to investigate and report to the Commission as to whether a payment service provider has complied with these Regulations.

(4)   Article 32(4) to (6) and (8) to (13) of the Financial Services (Jersey) Law 1998, as modified by paragraph (7), shall apply to a notice under paragraphs (1) and (2) of this Regulation as if it were a notice under paragraph (1) of that Article.

(5)   Article 33(2) to (12) of the Financial Services (Jersey) Law 1998, as modified by paragraph (7), shall apply to an appointment under paragraph (3) as if it were an appointment under Article 33(1) of that Law.

(5A)   Article 6 of the Financial Services (Jersey) Law 1998 shall apply to a person appointed under paragraph (3) in relation to anything the person does, or omits to

do, in the discharge or purported discharge of any function under that Law as applied by this Regulation.

(6) The following provisions of the <u>Financial Services (Jersey) Law 1998</u>, as modified by paragraph (7), shall also apply for the purposes of these Regulations –

(a) Article 18 (except the reference in paragraph (7) to a report under Article 8(5));

(b) Article 23;

(c) Article 24 (except –

    (i) paragraph (1)(a), (b), and (e), and

    (ii) paragraph (1)(c) to the extent that paragraph (1)(c) refers to a contravention otherwise than of a provision of Article 28(1), (3) or (4));

(d) Article 25 (except –

    (i) the reference in paragraph (a) to a direction under Article 16,

    (ii) paragraph (b), and

    (iii) the reference in paragraph (c) to –

        (A) Article 24(1)(a), (b), and (e), and

        (B) Article 24(1)(c) to the extent that Article 24(1)(c) refers to a contravention otherwise than of a provision of Article 28(1), (3) or (4));

(e) Articles 25A, 25B and 25C;

(f) Article 26 (except –

    (i) paragraphs (1)(a)(i) and (ii) and (2),

    (ii) the reference in paragraph (1)(a)(iii)) to –

        (A) Article 24(1)(a), (b), and (e), and

        (B) Article 24(1)(c) to the extent that Article 24(1)(c) refers to a contravention otherwise than of a provision of Article 28(1), (3) or (4); and

    (iii) the reference in paragraph (3) to paragraph (2));

(g) Article 28 (except paragraph (2));

(h) Article 34 (except –

    (i) paragraph (1)(a), and

    (ii) the reference in paragraph (1)(f) to a notice served otherwise than under Article 23(1));

(i) Article 35;

(j) Article 36 (except paragraphs (1)(a), (b) and (c), (6)(a) and (7));

(k) Articles 37 to 39;

(l) Articles 40 and 41.[73]

(7) In the provisions of the <u>Financial Services (Jersey) Law 1998</u> applied by paragraphs (4) to (6) –

(a) a reference to a registered person shall be construed as a reference to a payment service provider;

(b)   a reference to financial service business means financial service business conducted in carrying out any payment service;

(c)   a reference to a notice under Article 32(1), to questions put under Article 32(1)(b) or to information or documents required under that Article shall be construed, respectively, as a reference to a notice, to questions put, or to information or documents required, by notice under paragraph (1) of this Regulation;

(d)   a reference to an appointment, or person appointed, under Article 33(1) or to an investigation under that Article shall be construed respectively as a reference to an appointment or person appointed, or to an investigation, under paragraph (3) of this Regulation;

(e)   a reference to information and requirements under the Law shall be construed as a reference to information and requirements under these Regulations;

(f)   a reference to the functions of the Commission under the Law shall be construed as a reference to the functions of the Commission under these Regulations;

(g)   a reference to an offence under the Law shall be construed as a reference to an offence under the provisions of the Law as they are applied by this Regulation and shall include a reference to an offence under these Regulations.

(8)   Where a provision of the Financial Services (Jersey) Law 1998 is applied by this Regulation, a reference in any other enactment (including in that Law) to the provision shall be taken to include a reference to that provision as so applied.

(9)   In this Regulation "associate of a principal person", "key person", and "principal person", in relation to a payment service provider have the same meanings as they have in the Financial Services (Jersey) Law 1998 in relation to a registered person.

52   Orders amending these Regulations

The Minister may, for the purpose of ensuring that these Regulations are in harmony with EU instruments (including the purpose of extending the operation of these Regulations to further payment services or further payment transactions), by Order amend –

(a)   any reference in these Regulations to an EU instrument;

(b)   Regulation 1; or

(c)   Schedule 1 or 2.

53   Citation

These Regulations may be cited as the EU Legislation (Payment Services – SEPA) (Jersey) Regulations 2015.

SCHEDULE 1[74]

(Regulations 3, 4, 8, 9, 10, 30 and 39)

PRIOR GENERAL INFORMATION FOR FRAMEWORK CONTRACTS

1   Payment service provider

The following information about the payment service provider –

(a)   the name of the payment service provider;

(b)   the address and contact details of the payment service provider's head office;

(c)   if different from the information under sub-paragraph (b), the address and contact details of the branch from which the payment service is being provided;

(d)   details of the payment service provider's regulator (that is, the Commission), and any reference, or registration number, allocated by that regulator to the payment service provider.

2   Payment service

The following information about the payment service –

(a)   a description of the main characteristics of the payment service to be provided;

(b)   the information or unique identifier that must be provided by the payment service user in order for a payment order to be properly executed;

(c)   the form and procedure for giving consent to the execution of a payment transaction and for the withdrawal of consent in accordance with Regulation 22;

(d)   a reference to the time of receipt of a payment order, in accordance with Regulation 32, and the cut-off time, if any, established by the payment service provider;

(e)   the maximum execution time for the payment services to be provided;

(f)   whether spending limits for the use of a payment instrument may be agreed in accordance with Regulation 23(1).

3   Charges and exchange rates

The following information about charges and exchange rates –

(a)   details of all charges payable by the payment service user to the payment service provider, including those connected to the manner in and frequency with which information is provided or made available and, where applicable, a breakdown of the amounts of any charges;

(b)   where relevant, details of the exchange rates to be applied or, if reference exchange rates are to be used, the relevant date and index or base for determining such reference exchange rates;

(c)   where relevant and if agreed, the immediate application of changes in reference exchange rates and information requirements relating to the changes in accordance with Regulation 10(4).

4   Communication

The following information about communication –

(a)   the means of communication agreed between the parties for the transmission of information or notifications under these Regulations including, where relevant, any technical requirements for the payment service user's equipment and software for receipt of the information or notifications;

(b)   the manner in which and frequency with which information under these Regulations is to be provided or made available;

(c)   the language or languages in which the framework contract will be concluded and in which any information or notifications under these Regulations will be communicated;

(d)   the payment service user's right to receive the terms of the framework contract and information in accordance with Regulation 9.

5   Safeguards and corrective measures

The following information about safeguards and corrective measures –

(a)   where relevant, a description of the steps that the payment service user is to take in order to keep safe a payment instrument and how to notify the payment service provider for the purposes of Regulation 24(1)(b);

(b)   the secure procedure by which the payment service provider will contact the payment service user in the event of suspected or actual fraud or security threats;

(c)   where relevant, the conditions under which the payment service provider proposes to reserve the right to stop or prevent the use of a payment instrument in accordance with Regulation 23(2), (3), (4), (5) and (6);

(d)   the payer's liability under Regulation 29, including details of any limits on such liability;

(e)   how and within what period of time the payment service user is to notify the payment service provider of any unauthorized or incorrectly executed payment transaction under Regulation 26, and the payment service provider's liability for unauthorized payment transactions under Regulation 28;

(f)   the payment service provider's liability for the execution of payment transactions under Regulation 40 or 41;

(g)   the conditions for the payment of any refund under Regulation 30.

6   Changes to and termination of the framework contract

The following information about changes to and termination of the framework contract –

(a)   where relevant, the proposed terms under which the payment service user will be deemed to have accepted changes to the framework contract in accordance with Regulation 10(2), unless the user notifies the payment service provider, before the proposed date of their entry into force, that the user does not accept such changes;

(b)   the duration of the framework contract;

(c)   where relevant, the right of the payment service user to terminate the framework contract in accordance with Regulation 11, and any agreements relating to termination.

7   Redress

The following information about redress –

(a)   any contractual clause on –

      (i)   the law applicable to the framework contract, or

      (ii)   the competent courts;

(b)   the availability of alternative dispute resolution procedures for the payment service user and the methods for having access to them.

SCHEDULE 2

(Regulations 48 and 49)

TECHNICAL REQUIREMENTS

1   Credit transfer transactions and direct debit transactions: common requirements

In addition to the essential requirements set out in Regulation 48, the following technical requirements shall apply to credit transfer transactions and direct debit transactions –

(a)   the payment account identifier referred to in Regulation 48(1)(a) and (c) is an IBAN;

(b)   the standard for message format referred to in Regulation 48(1)(b) and (d) is the ISO 20022 XML standard;

(c)   the remittance data field shall allow for 140 characters (except that payment schemes may allow for a higher number of characters unless the device used to remit information has technical limitations relating to the number of characters, in which case the technical limit of the device applies);

(d)   remittance reference information and all the other data elements provided in accordance with paragraphs 2 and 3 shall be passed in full and without alteration between payment service providers in the payment chain;

(e)   once the required data is available in electronic form payment transactions shall allow for fully automated, electronic processing in all process stages throughout the payment chain (end-to-end straight-through processing), enabling the entire payment process to be conducted electronically without the need for re-keying or manual intervention;

(f)   the processing required under sub-paragraph (e) shall also apply to exceptional handling of credit transfers and direct debit transactions, whenever possible;

(g)   payment schemes shall not set a minimum threshold for the amount of the payment transaction allowing for credit transfers or direct debits but are not required to process payment transactions with a zero amount;

(h)   payment schemes are not obliged to carry out credit transfers or direct debits exceeding the amount of 999,999,999.99 euros.

2   Credit transfer transactions: particular requirements

In addition to the requirements referred to in paragraph 1, the following requirements shall apply to credit transfer transactions –

(a)   the data elements referred to in Regulation 48(3)(a) are the following –

   (i)   either or both the payer's name and the IBAN of the payer's payment account,

   (ii)   the amount of the credit transfer,

   (iii)   the IBAN of the payee's payment account,

   (iv)   where available, the payee's name,

   (v)   the remittance information (if any);

    (b)   the data elements referred to in Regulation 48(3)(b) are the following –

        (i)   the payer's name,

        (ii)   the IBAN of the payer's payment account,

        (iii)   the amount of the credit transfer,

        (iv)   the IBAN of the payee's payment account,

        (v)   the remittance information (if any),

        (vi)   any payee identification code,

        (vii)   the name of any payee reference party,

        (viii)   the purpose of the credit transfer (if any),

        (ix)   the category (if any) of the purpose of the credit transfer;

    (c)   in addition, the following mandatory data elements are to be provided by the payer's payment service provider to the payee's payment service provider –

        (i)   the BIC of the payer's payment service provider (if not agreed otherwise by the payment service providers involved in the payment transaction),

        (ii)   the BIC of the payee's payment service provider (if not agreed otherwise by the payment service providers involved in the payment transaction),

        (iii)   the identification code of the payment scheme,

        (iv)   the settlement date of the credit transfer,

        (v)   the reference number of the credit transfer message of the payer's payment service provider;

    (d)   the data elements referred to in Regulation 48(3)(c) are the following –

        (i)   the payer's name,

        (ii)   the amount of the credit transfer,

        (iii)   the remittance information (if any).

3   Direct debit transactions: particular requirements

In addition to the requirements referred to in paragraph 1, the following requirements shall apply to direct debit transactions –

    (a)   the data elements referred to in Regulation 48(4)(a)(i) are the following –

        (i)   the type of direct debit (recurrent, one-off, first, last or reversal),

        (ii)   the payee's name,

        (iii)   the IBAN of the payee's payment account to be credited for the collection,

        (iv)   where available, the payer's name,

        (v)   the IBAN of the payer's payment account to be debited for the collection,

        (vi)   the unique mandate reference,

        (vii)   where the payer's mandate is given after the commencement day, the date on which it was signed,

        (viii)   the amount of the collection,

        (ix)   where the mandate has been taken over by a payee other than the payee who issued the mandate, the unique mandate reference as given by the original payee who issued the mandate,

        (x)   the payee's identifier,

      (xi)   where the mandate has been taken over by a payee other than the payee who issued the mandate, the identifier of the original payee who issued the mandate,

      (xii)   the remittance information (if any) from the payee to the payer,

      (xiii)   the purpose (if any) of the collection,

      (xiv)   the category (if any) of the purpose of the collection;

(b)   the data elements referred to in Regulation 48(4)(b) are the following –

      (i)   the BIC of the payee's payment service provider (if not agreed otherwise by the payment service providers involved in the payment transaction),

      (ii)   the BIC of the payer's payment service provider (if not agreed otherwise by the payment service providers involved in the payment transaction),

      (iii)   the payer reference party's name (if present in the dematerialised mandate),

      (iv)   the payer reference party's identification code (if present in the dematerialised mandate),

      (v)   the payee reference party's name (if present in the dematerialised mandate),

      (vi)   the payee reference party's identification code (if present in the dematerialised mandate),

      (vii)   the identification code of the payment scheme,

      (viii)   the settlement date of the collection,

      (ix)   the payee's payment service provider's reference for the collection,

      (x)   the type of mandate,

      (xi)   the type of direct debit (recurrent, one-off, first, last or reversal),

      (xii)   the payee's name,

      (xiii)   the IBAN of the payee's payment account to be credited for the collection,

      (xiv)   where available, the payer's name,

      (xv)   the IBAN of the payer's payment account to be debited for the collection,

      (xvi)   the unique mandate reference,

      (xvii)   the date of signing of the mandate if the mandate is given by the payer after the commencement day,

      (xviii)   the amount of the collection,

      (xix)   the unique mandate reference as given by the original payee who issued the mandate (if the mandate has been taken over by a payee other than the payee who issued the mandate),

      (xx)   the payee's identifier,

      (xxi)   the identifier of the original payee who issued the mandate (if the mandate has been taken over by a payee other than the payee who issued the mandate),

      (xxii)   the remittance information (if any) from the payee to the payer;

(c)   the data elements referred to in Regulation 48(4)(c) are the following –

      (i)   the unique mandate reference,

      (ii)   the payee's identifier,

      (iii)   the payee's name,

      (iv)   the amount of the collection,

(v)   the remittance information (if any),

(vi)   the identification code of the payment scheme.

ENDNOTES

Table of Legislation History

Legislation	Year and No	Commencement	◦Projet No (where applicable)
EU Legislation (Payment Services – SEPA) (Jersey) Regulations 2015	R&O.152/2015	8 December 2015	P.125/2015
Criminal Justice (Miscellaneous Provisions) (Jersey) Regulations 2016	R&O.97/2016	20 September 2016	P.74/2016
EU Legislation (Payment Services – SEPA) (Amendment) (Jersey) Regulations 2017	R&O.127/2017	13 January 2018 except Regulation 35 14 September 2019 Regulation 35	P.99/2017
Data Protection (Jersey) Law 2018	L.3/2018	25 May 2018	P.116/2017
States of Jersey (Transfer of Responsibilities and Functions) (Chief Minister to External Relations) Order 2019	R&O.40/2019	31 May 2019	

◦Projets available at www.statesassembly.gov.je

Table of Renumbered Provisions

Original	Current
30(4)	30(5)
30(5)	30(6)
32(2)	32(3)
32(3)	32(4)
32(4)	32(5)
32(5)	32(6)
38(2)	38(3)
38(3)	38(4)
53(1)	53
53(2)	spent, omitted

Table of Endnote References

[1] *Regulation 1(1)　　　　amended by R&O.127/2017, R&O.40/2019*
[2] *Regulation 2(1)　　　　substituted by R&O.127/2017*
[3] *Regulation 2(1A)　　　inserted by R&O.127/2017*
[4] *Regulation 2(5)　　　　amended by R&O.127/2017*
[5] *Regulation 2(6)　　　　inserted by R&O.127/2017*
[6] *Regulation 4(1)　　　　amended by R&O.127/2017*
[7] *Regulation 4(2)　　　　amended by R&O.127/2017*

[8] *Regulation 5(1)*   *amended by R&O.127/2017*
[9] *Regulation 6(1)*   *amended by R&O.127/2017*
[10] *Regulation 8(2)*   *amended by R&O.127/2017*
[11] *Regulation 10(3)*   *amended by R&O.127/2017*
[12] *Regulation 10(4)*   *amended by R&O.127/2017*
[13] *Regulation 11(3)*   *amended by R&O.127/2017*
[14] *Regulation 11(4)*   *substituted by R&O.127/2017*
[15] *Regulation 13(1)*   *substituted by R&O.127/2017*
[16] *Regulation 13(2)*   *amended by R&O.127/2017*
[17] *Regulation 13(3)*   *substituted by R&O.127/2017*
[18] *Regulation 13(4)*   *inserted by R&O.127/2017*
[19] *Regulation 14(1)*   *substituted by R&O.127/2017*
[20] *Regulation 14(2)*   *amended by R&O.127/2017*
[21] *Regulation 14(4)*   *inserted by R&O.127/2017*
[22] *Regulation 17(2)*   *amended by R&O.97/2016*
[23] *Regulation 18(2)*   *amended by R&O.97/2016*
[24] *Regulation 18(4)*   *substituted by R&O.127/2017*
[25] *Regulation 18(5)*   *amended by R&O.97/2016, substituted by R&O.127/2017*
[26] *Regulation 18(6)*   *inserted by R&O.127/2017*
[27] *Regulation 18A*   *inserted by R&O.127/2017*
[28] *Regulation 19(1)*   *substituted by R&O.127/2017*
[29] *Regulation 19(1A)*   *inserted by R&O.127/2017*
[30] *Regulation 19(4)*   *substituted by R&O.127/2017*
[31] *Regulation 20(2)*   *amended by R&O.127/2017*
[32] *Regulation 21(2)*   *substituted by R&O.127/2017*
[33] *Regulation 21(3)*   *substituted by R&O.127/2017*
[34] *Regulation 24*   *heading amended by R&O.127/2017*
[35] *Regulation 24(2)*   *substituted by R&O.127/2017*
[36] *Regulation 24(3)*   *inserted by R&O.127/2017*
[37] *Regulation 25(1)*   *amended by R&O.127/2017*
[38] *Regulation 25(2)*   *substituted by R&O.127/2017*
[39] *Regulation 27(1)*   *amended by R&O.127/2017*
[40] *Regulation 27(2)*   *substituted by R&O.127/2017*
[41] *Regulation 27(3)*   *substituted by R&O.127/2017*
[42] *Regulation 28*   *substituted by R&O.127/2017*
[43] *Regulation 29*   *substituted by R&O.127/2017*
[44] *Regulation 30(3)*   *substituted by R&O.127/2017*
[45] *Regulation 30(4)*   *substituted by R&O.127/2017*
[46] *Regulation 31(2)*   *amended by R&O.127/2017*
[47] *Regulation 31(3)*   *amended by R&O.127/2017*
[48] *Regulation 31(4)*   *substituted by R&O.127/2017*
[49] *Regulation 31(5)*   *substituted by R&O.127/2017*
[50] *Regulation 32(1)*   *substituted by R&O.127/2017*
[51] *Regulation 32(2)*   *inserted by R&O.127/2017*
[52] *Regulation 32(6)*   *amended by R&O.127/2017*
[53] *Regulation 33(3)*   *amended by R&O.127/2017*
[54] *Regulation 33(5)*   *amended by R&O.127/2017*
[55] *Regulation 34(2)*   *amended by R&O.127/2017*
[56] *Regulation 34(4)*   *amended by R&O.127/2017*
[57] *Regulation 34(5)*   *amended by R&O.127/2017*
[58] *Regulation 34(6)*   *amended by R&O.127/2017*

[59] *Regulation 35(2)*   *amended by R&O.127/2017*
[60] *Regulation 35(3)*   *amended by R&O.127/2017*
[61] *Regulation 36(1)*   *amended by R&O.127/2017*
[62] *Regulation 38(2)*   *inserted by R&O.127/2017*
[63] *Regulation 39(3)*   *substituted by R&O.127/2017*
[64] *Regulation 39(4)*   *inserted by R&O.127/2017*
[65] *Regulation 39(5)*   *inserted by R&O.127/2017*
[66] *Regulation 40*   *substituted by R&O.127/2017*
[67] *Regulation 41*   *substituted by R&O.127/2017*
[68] *Regulation 42*   *amended by R&O.127/2017*
[69] *Regulation 43*   *substituted by R&O.127/2017*
[70] *Regulation 44A*   *inserted by R&O.127/2017*
[71] *Regulation 44B*   *inserted by R&O.127/2017*
[72] *Regulation 48(13)*   *amended by L.3/2018*
[73] *Regulation 51(6)*   *amended by R&O.127/2017*
[74] *Schedule 1*   *amended by R&O.127/2017*