

# Mandate

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Approved

## Dispute Resolution Committee Mandate

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# 1 Introduction

## 1.1 SEPA and the EPC schemes

### SEPA

The Single Euro Payments Area (SEPA) is the area where citizens, companies and other economic participants can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. The aim of SEPA therefore is to create a single market for making payments, where cross border payments can be made on the same terms and conditions as national payments. The creation of SEPA was driven by the European Commission and the European Central Bank, amongst others, as a key component of the Internal Market.

For the purposes of this document, SEPA shall be deemed to encompass the countries and territories which are part of the jurisdictional scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries (EPC409-09), as amended from time to time.

### EPC Schemes

An important step in the creation of SEPA is the development and implementation of payment Schemes for making credit transfer and direct debit payments throughout SEPA, as well as payment-related Schemes services supporting payments.

The EPC has produced the SEPA Credit Transfer Scheme Rulebook, the SEPA Instant Credit Transfer Scheme Rulebook, the SEPA Direct Debit Core Scheme Rulebook, the SEPA Direct Debit Business to Business Scheme Rulebook and the One-Leg Out Instant Credit Transfer Scheme Rulebook (the “**Payment Scheme Rulebooks**”), as well as the SEPA Proxy-Lookup Scheme Rulebook, the SEPA Request-to-Pay Scheme Rulebook and the SEPA Payment Account Access Scheme Rulebook (the “**Payment-related Scheme Rulebooks**”), jointly hereinafter referred to as the “**Rulebooks**”, which set out binding rules and technical standards governing each of the Schemes. The Rulebooks only have legal effect between participants in the Schemes (“**Participants**”) and the EPC.

The EPC Schemes are open to eligible payment service providers (PSPs) regardless of their status as “banks”, “payment institutions”, “electronic money institutions” or other eligible Participants.

## 1.2 EPC Scheme Management

The EPC is responsible for the implementation and operation of Scheme Management. Scheme Management consists of two functions. The first function involves the administration of the Schemes and the process of maintaining and managing the evolution of the Schemes, and the second function involves ensuring compliance with their rules, as set out in the Rulebooks.

The compliance function of EPC Scheme Management establishes rules and procedures for addressing complaints related to the admission process of applicant Participants, cases of claimed non-compliance by Participants with the rules of the Schemes and for addressing situations where Participants are unable to resolve their grievances through local or national dispute resolution methods. The compliance function always operates in a fair and transparent manner, in accordance with the Rulebooks and general principles of applicable law.

Pursuant to the EPC By-Laws, the compliance function of the EPC Schemes is the responsibility of the Dispute Resolution Committee, under the delegated authority granted by the Board. This



document sets out the detailed mandate of the Dispute Resolution Committee, including the dispute resolution and appeals processes in the context of Scheme Management by the EPC.

### **1.3 Fees**

The EPC reserves the right to recover costs. The policy of the EPC with regard to fees related to the compliance function of Scheme Management will be decided from time to time by the Board, as set out in more detail in Appendix 2 to the present document.



## 2 Dispute Resolution Committee

### 2.1 Role of the Dispute Resolution Committee

The Dispute Resolution Committee (DRC) is responsible for performing the compliance function of EPC Scheme Management. The role of the DRC is limited to the following:

- Scheme administration related complaints – the DRC shall be responsible for investigating complaints from applicant Participants whose application for participation in one or more Schemes has been rejected; and
- Scheme compliance related complaints – the DRC shall be responsible for investigating alleged breaches of the Rulebooks of its own accord or following a complaint made by one or more Participants, evaluating such complaints and determining appropriate sanctions against Participants who are found to be in breach.
- Appeals – the DRC shall be responsible for hearing appeals brought in respect of decisions taken under the DRC's scheme administration (adherence) and compliance functions in accordance with a process that is separate from the process of decision-making at first instance.

The DRC shall regularly update the Board on actions and decisions taken under its scheme compliance and appeals functions.

On an as-needed basis and at its sole discretion, the DRC can bring matters identified in the course of its activities which it considers pertinent to the proper management of the Schemes to the attention of the relevant Scheme Management Governance Bodies.

### 2.2 Composition of the Dispute Resolution Committee

The DRC will be composed of nine (9) members, at least three (3) of which will be independent members, and up to six (6) members will be Participant representative members. A member of the Board or a member of a Scheme Management Governance Body may not also act as a member of the DRC.

#### 2.2.1 Duration of appointment

The members of the DRC are elected for a three-year term that may be renewed for identical terms. The initial DRC composition and subsequent renewals will be initiated by the Nominating and Governance Committee (NGC), with a call for candidates published through the EPC Secretariat. The Board will approve the final composition. On an annual basis, three (3) DRC members shall be appointed by the Board. As such, one third of the total number of DRC members will be appointed each year, allowing a three-year rotating policy. To this end, for the initial period, three (3) independent members will be elected for a three-year term, whereas three (3) Participant representative members will be elected for a two-year term and three (3) other Participant representative members will be elected for a one-year term.

After NGC consultation, the DRC Chair will be elected among the independent members of the DRC by the Board.

Each member who does not act as the Chair, may resign from the DRC by giving notice in writing to the DRC Chair, with copy to the EPC Director General via similar means, not less than 30 Calendar Days' prior to leaving the DRC.



The DRC Chair may only resign from the DRC by giving notice in writing to the EPC Chair, with copy to the EPC Director General, not less than 60 Calendar Days' prior to leaving the DRC.

If the mandate of a DRC member ceases before its term, for whatever reason, the Board may appoint a new member for the remainder of the term, provided that the candidate member fulfils the criteria for the composition of the DRC of the replaced member.

### **2.2.2 Termination of appointment by decision of the Board**

The Board may decide to remove from office either an individual DRC member, a group of such members or the DRC as a whole.

This power may only be exercised if the Board, after due and proper consideration and in consultation with the NGC, reasonably believes that either an individual DRC member, a group of such members or the DRC as a whole is performing the functions of the DRC in a manner evidencing serious misconduct, a dereliction of duty, bad faith, or gross negligence. The Board may further exercise this power where, after due and proper consideration, the Board reasonably believes that a member of the DRC does not have the capacity to perform the function of a DRC member.

Any DRC member removed from the DRC by decision of the Board shall cease to be a member of the DRC with either immediate effect or on such a date as the Board may specify taking into account the outstanding obligations of the DRC member to the DRC.

A member of the DRC removed in this manner shall be notified in writing of his or her removal from the office of DRC member.

### **2.2.3 Criteria for membership (Participant representative member)**

A member of the DRC shall be chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective member of the DRC must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and a proven track record at a senior level in the payments services sector. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings.

### **2.2.4 Criteria for membership (independent member)**

An independent member is a member who can display the highest standard of professional integrity and objectivity in relation to the compliance function of Scheme Management. An independent member should be a professional of good repute, with appropriate skills, who preferably has a reasonable knowledge of the payments services sector but who is not employed or is not otherwise affiliated with a Participant or its PSP communities, service providers or a payment services user group or user association. It is to be understood that an independent member cannot be allowed to work as a consultant/ contractor for a Participant or its PSP communities, service providers or a payment services user group or user association, during the course of his or her independent membership. A prospective independent member must possess appropriate academic and vocational qualifications for the position together with experience relevant to the function of independent member and a proven track record in a relevant profession. In addition, members must be fluent in English, with – in particular – the capability to understand complex documents and the ability to express views during meetings. It is envisaged that an independent member shall provide expertise to the DRC as well as adding breadth to the knowledge base of the DRC membership. Candidates will be asked to submit a cover letter detailing their work experience.



After NGC consultation, the Board shall have complete discretion in appointing an independent member in accordance with these criteria.

### **2.2.5 Criteria for membership (Chair)**

The DRC Chair shall be an independent member chosen on the basis of his or her suitability and expertise for the position ahead of any other consideration. A prospective DRC Chair must therefore be of good repute, possess appropriate academic and vocational qualifications together with relevant work experience and expertise. In addition, the DRC Chair shall be fluent in English, with – in particular – the capability to understand complex documents and the ability to preside meetings in English.

The DRC Chair shall be required to demonstrate a proven track record of leadership in his or her professional field together with relevant management experience. Candidates will be asked to submit a cover letter detailing their work experience.

After NGC consultation, the Board shall have complete discretion in choosing a Chair in accordance with these criteria.

### **2.2.6 Nominating process**

The appointment of candidates for the position of DRC member shall be carried out by the Board, following a call for candidates organised by the NGC. The NGC shall recommend candidates for this position to the Board in accordance with its role, as set out in the By-Laws.

Subject always to the criteria set out in the above Sections 2.2.3 – 2.2.5, the Board shall endeavour to ensure as far as reasonably possible that the composition of the DRC reflects a balanced composition of Participants, taking into account the various EPC-managed payment and payment-related Schemes, and bringing together a fair representation of the country, size and industry sectors of Participants, including an appropriate representation of members from SEPA countries where the euro is the official currency.

The NGC shall provide a list of candidates for the position of DRC member to the Board at least two weeks in advance of a Board meeting. This list shall include a summary of the candidates' qualifications for the position, including a reasoned recommendation not to consider a candidate when the NGC is of the opinion that the candidate does not satisfy one or more criteria for membership as set out in the present document.

The NGC may not recommend and the Board may not appoint a candidate to the position of DRC member, or propose his or her name to the Board, if the candidate is in a situation of judicial administration, or bankruptcy, judicial reorganisation, dissolution or liquidation, or is subject to insolvency proceedings of a similar nature under the laws of any jurisdiction.

The NGC may not recommend and the Board may not appoint a candidate to the position of DRC member, or propose his or her name to the Board, if there are reasonable grounds to believe that such a candidate is a person of ill-repute who may bring the DRC and the Schemes into disrepute.

### **2.2.7 Duties of DRC members**

All DRC members shall be required to act in accordance with the following general principles:

- each DRC member shall act in accordance with the provisions of this Mandate at all times for the duration of his or her term in office;



- each DRC member shall owe a duty to act in the best interests of the Schemes with a view to contributing to the efficient, fair and transparent administration of the Schemes, in accordance with applicable laws and regulations;
- each DRC member shall observe the highest standards of integrity, fairness and professionalism at all times;
- as and when arising, each DRC member is obliged to disclose and manage any conflict of interest, as set out in further detail in Appendix 1;
- each DRC member agrees to act impartially in fulfilling the obligations of the DRC, notwithstanding his or her membership of a particular PSP community, industry sector or position of employment. As part of this duty, a DRC member must be mindful of and refuse any inducements, rewards, or other gifts offered to him or her in the performance of his or her duties, ensuring at all times that he or she acts and is seen to act in accordance with the highest standards of independence and impartiality.
- each DRC member shall endeavour as far as reasonably practicable to carry out his or her duties in the DRC with reasonable skill, care and diligence; and
- each DRC member shall abide by the EPC Code of Conduct (EPC212-14).

### **2.2.8 Expenses**

Independent members of the DRC shall be entitled to claim reasonable expenses. The DRC independent members shall also be able to claim an annual representation allowance, as detailed in the EPC Policy on the remuneration and expenses of independent members of EPC Scheme Management Bodies (EPC200-16), as amended from time to time. Amounts payable may be subject to Belgian tax law, including but not limited to Belgian withholding tax, as applicable; the EPC cannot be held responsible for the fulfilment of any tax obligations of the independent members.

### **2.2.9 Meetings of the DRC**

The DRC will meet physically or by telephone, video or web conference, according to the demands of its work programme and to aptly exercise its compliance function' duties, with a minimum of two meetings per year.

Calls for meetings and agendas will be issued at least two weeks in advance and meeting papers will be provided at least one week in advance, unless otherwise determined by the DRC Chair in exceptional circumstances.

Members of the DRC are required to make every reasonable effort to attend a meeting convened in accordance with this section. Where a member is unable to attend, he or she must give reasonable notice to this effect to the Chair.

The Chair must make every reasonable effort to attend a meeting convened in accordance with this section. Where the Chair is unable to attend in a particular instance, he or she may appoint another independent DRC member in writing to carry out the functions of the Chair. In such cases, the Chair must notify other members of the DRC in writing of this temporary appointment.

The quorum for the meetings of the DRC is at least 2/3 of the total membership of the DRC present, whereby at least two (2) independent members (including the Chair or the independent DRC member temporarily replacing the Chair) are present. The 2/3 quorum rule will be applied mutatis mutandis to meetings of the DRC on the evaluation of a complaint (without the members of the





Appeals Chamber as constituted from time to time), as well as to meetings of the Appeals Chamber itself. In those cases at least one (1) independent member shall be present.

The DRC will develop its conclusions and decisions on the basis of broad consensus. In circumstances where such consensus is not achievable, and the matter is appropriate for the conduct of a vote, a vote may be taken. Any member of the DRC shall be entitled to vote at a meeting of the DRC. Each member has one (1) vote. Any decision taken by vote shall be validly adopted if it obtains a qualified majority of two thirds (2/3) of the votes cast by the members present (i.e. voting quorum). Blank votes, invalid votes and abstentions do not count. No decision may be passed if more than half of the members present abstains. On a vote, a member of the DRC must disclose and manage any conflict of interest that exists or that might reasonably be expected to arise in accordance with Appendix 1. These voting rules will be applied mutatis mutandis to meetings of the DRC on the evaluation of a complaint (without the members of the Appeals Chamber as constituted from time to time), as well as to meetings of the Appeals Chamber itself.

In the event of a serious divergence of views, reference may be made to the Board for advice and guidance.

#### **2.2.10 Role of the Secretariat**

The Secretariat shall provide secretarial and administrative support to the DRC. A segregation of duties will be ensured for complaint and appeal cases, whereby the Secretary who provided secretarial support for a specific complaint procedure, will not provide secretarial support for the ensuing appeal procedure, but will instead be replaced by another Secretary. This principle shall apply mutatis mutandis for complaints from applicant Scheme Participants whose application for participation in one or more Schemes has been rejected, whereby the Secretary who decided upon the initial adherence application shall not provide secretarial support for the ensuing complaint procedure.

The Secretariat shall be responsible for referring issues arising in respect of the compliance function of Scheme Management to the DRC, as necessary.

#### **2.2.11 Record keeping**

The Secretariat shall keep a record of all agendas and minutes of meetings of the DRC. The Secretariat shall use reasonable efforts to keep records relating to appeals separately from those relating to other compliance aspects of Scheme Management. Records may be held in either paper or electronic format.



## 3 Complaints and Appeals

### 3.1 Complaints

#### 3.1.1 Role of DRC in Complaints

The DRC is responsible for investigating complaints from applicant Scheme Participants and/or Adherents (hereafter jointly referred to “**Participants**”) whose application for participation in one or more Schemes has been rejected, as well as for investigating alleged breaches of the Rulebooks by Participants. The DRC may investigate breaches or potential breaches of the Rulebooks following a complaint made by a Participant to the DRC. In addition, the DRC may investigate breaches or potential breaches of the Rulebooks of its own accord.

For the purposes of this section, investigations made by the DRC into breaches or potential breaches of the Rulebooks, whether or not initiated by the DRC itself, shall be referred to as complaints.

For breaches of the obligation for Participants to ensure the ongoing compliance of their own rules and procedures with the laws applicable to them, the DRC shall only focus on violations of such obligations which are of scheme-wide importance.

For the sake of clarity, an issue of scheme-wide importance shall be understood to be a matter that could be seen as creating reputational damage to the Scheme or that could negatively affect the integrity or the proper functioning of the Scheme. The DRC may refuse complaints if it reaches the conclusion that a particular complaint at hand does not qualify to be of scheme-wide importance. The DRC may decide to consult with the Board and/or the relevant Scheme Management Governance Body in such matters before refusing a complaint.

Unless otherwise stated, a complaint may be submitted by any Participant and must be filed in writing with the Secretariat. A complaint that is filed with the Secretariat must state the name of the Participant that is the subject of the complaint (the “**Affected Participant**”) together with details of the complaint.

In the course of a complaint or appeal procedure, the relevant participant(s) shall ensure that the EPC is at all times provided with up-to-date contact details in order to allow the EPC to contact the participant(s) and to keep the participant(s) duly informed along the procedure.

References to the DRC include any person nominated by the DRC to carry out a function in relation to a complaint, and where a complaint is made by or on behalf of the DRC itself, references to the “parties” are to the Affected Participant only.

#### 3.1.2 Key Principles

In the course of carrying out its function in relation to complaints, the DRC shall ensure that it acts in accordance with the following general principles:

- the DRC shall act in a manner that is impartial and objective at all times;
- the DRC shall act in a manner that is fair to all parties, taking into account the circumstances of each case;
- the DRC shall ensure that, as far as possible, it acts in a manner that is transparent, open and intelligible to the parties;
- the DRC shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it; and



- each member of the DRC shall be subject to a duty of confidence in respect of complaint cases pending before the DRC.

The deliberations of the DRC and any discussions held in the course of evaluating and investigating the complaint shall be private and confidential, unless otherwise agreed between the parties.

### **3.1.3 Investigation of Complaints**

The DRC Chair will assign a group of three (3) members of the DRC, including at least one (1) independent member, to investigate and evaluate a complaint.

The DRC shall as soon as reasonably possible notify the Affected Participant that it is subject to investigation by the DRC. The Affected Participant shall have 28 calendar days from receipt of such notification to file written representations in respect of the Complaint. In exceptional circumstances and if the urgency of the matter so requires, the Affected Participant may be required to cease any activity that could constitute conduct suspected of being in breach of one of the Rulebooks.

The DRC members investigating the complaint may in the course of the investigation call for such information and documentation from the Affected Participant as may be relevant for determining whether a breach of a Rulebook has taken place. The Affected Participant shall use reasonable efforts to provide such information to the relevant DRC members as is within the Affected Participant's possession, custody or control. The Affected Participant shall have 28 calendar days to respond to such requests for information and documentation.

The DRC may additionally require the Affected Participant to give all reasonable assistance in the course of the DRC investigation. A failure to provide such assistance shall be deemed to be a breach of Scheme rules and may therefore be actionable in accordance with this section.

In addition, in the course of the investigation, the DRC members investigating the complaint may consult other Participants as well as end-users and suppliers liaising through Participants and may call for information and documentation.

The DRC members investigating the complaint may engage the EPC Secretariat or a third party in order to carry out tasks related to the investigation at the cost of the EPC to the extent it is covered by the non-refundable administrative fee for dispute resolution as described in Appendix 2. The DRC may also engage a legal professional to give legal advice on any aspects of the investigation. Where this is done, the cost incurred by the DRC and paid by the EPC may be added by the DRC to the costs payable under section 3.1.10 below.

### **3.1.4 Evaluation of Complaints**

The DRC members investigating the complaint shall evaluate any information that they may obtain in the course of the investigation. They may engage a skilled person in order to carry out tasks related to the evaluation of the complaint as well as a legal professional to give legal advice on any aspects of the evaluation and adjudication of the complaint at the cost of the EPC to the extent it is covered by the non-refundable administrative fee for dispute resolution as described in Appendix 2. The DRC shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the DRC. The DRC may request advice from the relevant Scheme Management Governance Bodies, the EPC Legal Support Group (“LSG”) or other relevant EPC bodies to determine whether a Participant – without disclosing the name of the Participant or other relevant data that would allow to identify the Participant – is in breach of a Rulebook.



In the course of this evaluation, the Affected Participant shall be invited to discuss the complaint with the DRC members investigating the complaint. The Affected Participant may seek legal advice at any stage of this process at its own cost.

When evaluating any complaint, the DRC shall take into account the date of the alleged breach and, except in exceptional circumstances at the discretion of the DRC or where a breach is continuing, shall determine a complaint to be invalid which relates to a breach which occurred three (3) years or more before the complaint is filed.

In the event of a complaint as to a Participant's compliance of their own rules, procedures and agreements with applicable legislation, regulations or generic supervisory requirements a complainant Participant should refer such matter to the relevant competent authority. The DRC – at its discretion – could also refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the DRC in respect of its investigations and possible sanctions in the event of a complaint.

In the event of a complaint regarding a Participant's compliance with the obligation to ensure that an agreement governing the provision and use of services relating to the Scheme is consistent with the Rulebook and that such agreement is complete, unambiguous and enforceable, a complainant Participant should refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the DRC in respect of its investigations and possible sanctions in the event of a complaint.

In the event of a complaint regarding a Participant's compliance with the obligation to enter into legally binding agreements with relevant service providers covering all functions performed by those providers in direct connection with the concerned scheme, to ensure that such agreements are complete, unambiguous and enforceable on each contractual party and / or to safeguard the ongoing compliance of such agreements with the laws applicable to them, a complainant Participant should refer such matter to the relevant competent authority. Only issues of a scheme-wide importance shall be a matter for the DRC in respect of its investigations and possible sanctions in the event of a complaint.

### 3.1.5 Sanctions

On completion of the evaluation, the DRC members investigating the complaint shall prepare a report on the conduct of the case, setting out the facts of the case and a preliminary evaluation of the complaint. The DRC Chair will assign a group of three (3) other members of the DRC, including at least one (1) independent member, to evaluate any potential appeal brought against a decision by the DRC related to the complaint (the “**Appeals Chamber**”). The Appeals Chamber shall be chaired by an independent member assigned by the DRC Chair. The members of the Appeals Chamber shall not take part in any discussions regarding the further evaluation of the complaint.

The DRC (always excluding the members part of the Appeals Chamber tasked with evaluating a potential appeal in relation to the complaint) shall review the contents of the aforementioned report, following which the DRC may consider that:

- no further action should be taken in relation to the alleged breach of the Rulebook if the DRC considers that either there is no evidence of a breach, or that the breach is of a trivial nature;



- discussions should take place with the Affected Participant to decide how to proceed in respect of a breach that has already occurred or one that is continuing - no sanctions are contemplated at this stage;
- discussions should take place with the Affected Participant and the Affected Participant should be sanctioned.

If the DRC considers that the Affected Participant should be sanctioned, the DRC shall send a written notice to the Affected Participant setting out details of the complaint and the sanction proposed, the report and any material that is believed to be relevant to the matter.

Subject to section 3.1.7, the Affected Participant shall have 30 Calendar Days following receipt of the notification to accept the sanction, or to present written or oral representations to the DRC (the "**Representation Right**"). The Affected Participant may seek legal advice at any stage of the sanctioning process.

In considering any representations made to it, the DRC is not bound to follow rules of evidence, as followed in a court or tribunal. It will not normally consider oral evidence. Any party may however adduce written evidence in the course of the deliberations of the DRC and make such representations as it considers appropriate in accordance with this section.

Within 30 calendar days of hearing representations from the Affected Participant, the DRC shall determine the sanction to be made against the Affected Participant. The DRC shall notify the Affected Participant of its determination.

The sanctions available to the DRC are the following:

- private warning
- written notification of breach
- public warning
- report to a national regulator or equivalent competent authority
- termination of scheme participation

#### **Private warning**

The DRC may give a private warning to the Affected Participant. The private warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to ensure that the Affected Participant cease conduct that is in breach of a Rulebook. A record of the private warning shall be made by the DRC. This record shall be confidential.

#### **Written notification of breach**

The DRC may give a written notification of a breach to the Affected Participant. A written notification constitutes a formal reprimand to the Affected Participant. The written notification shall set out details of the breach and is aimed to deter the Affected Participant from committing a further breach of a Rulebook or to ensure that the Affected Participant cease conduct that is on breach of a Rulebook. The DRC may publish details of this sanction on the website of the EPC.

#### **Public Warning**

The DRC may give a public warning to the Affected Participant. The public warning shall constitute a formal notice to the Affected Participant and aims to deter the Affected Participant from committing a further breach of a Rulebook or to ensure that the Affected Participant cease conduct



that is in breach of a Rulebook. The public warning shall publish the name of the Affected Participant, together with details of the breach, on the website of the EPC.

*Circumstances which may indicate which Warning Sanctions may be applied*

The decision as to which sanction or sanctions may be appropriate in respect of any Affected Participant shall be entirely at the discretion of the DRC. However, the following circumstances would tend to indicate that one of the above three sanctions would be more appropriate than the sanction of termination (described below):

- the conduct of the Affected Participant did not display bad faith nor was it due to gross negligence towards other Participants or to the Scheme(s) of which the Affected Participant is part;
- the conduct of the Affected Participant did not display dishonesty and the Affected Participant did not act in a grossly unprofessional manner;
- the breach was not of such a serious nature as to potentially undermine the operation and integrity of one of the Schemes;
- the Affected Participant had not committed a breach, or a breach of this type, in the past;
- the breach was of a nature that the DRC believes would be best addressed by deterrent action envisaged by these three sanctions and that it remains appropriate for the Affected Participant to continue as a Participant in the relevant Scheme(s) rather than facing expulsion under the sanction of termination; and
- the breach can be rectified without loss or cost to any other Participant or user or the EPC.

As regards which of the three Warning Sanctions might be applicable to any case:

- a private warning may generally be considered more appropriate for a first breach where the breach was not of a serious nature, had not adversely affected other Participants or the Scheme(s), and there would be no merit in other Participants being informed of the breach;
- a written notification of breach, being a formal reprimand, would be applied where the DRC considered the breach to be of a sufficiently serious nature to record a reprimand against the Affected Participant. The DRC may consider publishing the notification on the EPC website if it believed this would be in the interests of other Participants and/or the Scheme(s);
- a public warning, being a formal notice, would be applied in the case of a more serious breach and where the DRC believes it would be in the interests of other Participants and/or the Schemes to publicise the notice. This sanction is the most likely of the three to be used in conjunction with the sanction of termination.

**Report to a national regulator or equivalent competent authority**

In addition to giving a private warning, written notification of breach or public warning, the DRC may report the Affected Participant to its national regulator or to an equivalent competent authority. The competent authority shall be provided with the name of the Affected Participant together with details of the conduct of the Participant.

Considerations which may indicate the appropriateness of this sanction would be if the DRC believed that the breach by the Affected Participant may also constitute a breach of the rules or guidelines of a relevant competent authority or if the Affected Participant's conduct casts doubt on



its fitness and propriety to continue as a regulated entity. However, the decision whether or not to report a breach by an Affected Participant to a competent authority will be entirely at the DRC's discretion.

### **Termination of scheme participation**

In addition to making a report to a relevant competent authority or giving a private warning, written notification of breach or public warning to the Affected Participant, the DRC may terminate the participation of an Affected Participant in one or more Schemes in the following circumstances:

- where the breach committed by the Affected Participant is sufficiently serious to undermine the operation and integrity of a Scheme;
- where the Affected Participant has committed a repeated breach of a Rulebook, notwithstanding any earlier sanctions given to the Affected Participant by the DRC;
- where the conduct of the Affected Participant displays bad faith or gross negligence towards other Participants or towards the Scheme(s) of which it is part; or
- where the conduct of the Affected Participant displays dishonesty or is grossly unprofessional.

The DRC may consult with the relevant competent authority before applying the termination sanction.

If the DRC decides to terminate the participation of an Affected Participant, it shall make a termination order setting out the terms and conditions on which the termination is to be effected. Such an order shall set out the steps to be taken by the Affected Participant to ensure the continued orderly and efficient operation of the Schemes.

In the event of termination, the Affected Participant shall be barred from exercising rights under the Rulebooks in accordance with the terms and conditions set out in the termination order. The Affected Participant shall fulfil all obligations arising under the Rulebooks in accordance with the termination order.

If the participation of an Affected Participant is terminated, the Affected Participant may re-apply to join the relevant Scheme(s) after six (6) months, starting from the date of the termination of its participation. However, an Affected Participant may re-apply earlier if it can demonstrate to the DRC that it has remedied the breach and/or that there is no reasonable likelihood of the Participant committing the breach in future.

The DRC at its discretion may publish details of a termination of participation on the website of the EPC including the relevant order and details of the conduct giving rise to the complaint.

### **3.1.6 Emergency injunction procedure**

Where a termination order is issued to an Affected Participant, such Affected Participant may within 21 calendar days of receiving notification of the order, apply for an injunction against such order to a competent court in Belgium, during which time the sanction shall be suspended pending the court's determination of the matter. Where the court decides not to grant the injunction requested by the Affected Participant, the DRC may enforce the conditions of the termination order. The courts of Belgium shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section.



### 3.1.7 Appeals arising from complaints

Within 30 calendar days of receiving the notification of a sanction, the Affected Participant may appeal against the sanction decision in accordance with section 3.2.

### 3.1.8 Timing of Sanctions

Except in exceptional circumstances described in more detail below, a determination by the DRC of a sanction to be made against an Affected Participant shall not take effect until the conclusion of appeals proceedings before the Appeals Chamber that may be commenced in accordance with the present document, or until such time as the time period for referring a matter to an appeal to the Appeals Chamber has expired in accordance with the present document.

Of all sanctions available to the DRC, the imposition of the following sanctions only shall be suspended awaiting the determination of the appeal: (i) public warning, (ii) report to national regulator or equivalent competent authority, and/or (iii) termination of scheme participation.

The following applies only if the DRC considers that the conduct or circumstances of the Affected Participant will undermine the operation of any of the Schemes or would cause a serious risk of undermining the operation of any of the Schemes. The DRC may impose a sanction of which it has notified the Affected Participant with immediate effect, or at any other time specified by the DRC. In particular, the DRC may impose a sanction in such circumstances even though the Representation Right has not expired; or any appeal under section 3.2 has not yet been determined.

However, both the Representation Right and the right to appeal against any sanction will remain available to any Affected Participant notwithstanding the expedited imposition of any sanction.

The decision whether or not to expedite the imposition of sanctions under this section 3.1.8 shall be entirely at the discretion of the DRC, however, issues which would tend to indicate the need for such action would be an Event of Default, insolvency, loss of regulatory licence(s), or criminal conviction of the Affected Participant.

In cases where a sanction takes effect with immediate effect or at any other time specified by the DRC, the sanction shall remain in force for as long as determined by the DRC or until it is revoked by a determination of the case at appeal. No Affected Participant will have any right of recourse against the DRC for any loss suffered due to the imposition of a sanction if a sanction is subsequently revoked on appeal or under any other circumstances.

### 3.1.9 Eligibility, Merger and Acquisition of a Participant

In addition to the circumstances set out in section 3.1.1, the DRC may investigate, initiate or respond to a complaint in the following circumstances:

- a Participant has failed to satisfy one or more of the Scheme eligibility criteria; or
- a Participant has failed to notify the EPC of its intention to terminate its participation in accordance with the provisions of the relevant Rulebook.

The DRC may treat evidence of the existence of these circumstances coming to its attention as if it were a formal complaint, and deal with the matter in accordance with section 3.1.1 of this document. Any references to a 'breach' of the Rulebooks in section 3.1.1 shall include a breach of the Adherence Agreement (including the representations and warranties set out in the Adherence Agreement) entered into by the Participant and may be treated by the DRC as being references to the circumstances set out in this section 3.1.9.





### 3.1.10 Costs

An upfront, non-refundable administrative fee outlined in Appendix 2 of the present document on the Scheme Management compliance function's cost recovery mechanism will be payable by the complainant to the EPC, upon lodging the complaint, to cover basic administrative costs. This fee will be recoverable from the losing party, as applicable. Appendix 2 of the present document listing this fee will be reviewed regularly and adjusted in line with any actual costs incurred in the first year plus a reasonable increase uplift for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred and paid by the EPC. In addition, any relevant costs not covered by the non-refundable administrative fee for dispute resolution incurred during the course of the proceedings will be recovered from the losing party.

Where the complaint is withdrawn by the complainant before a formal DRC decision on the complaint has been made, the DRC's costs incurred to handle the complaint proceedings up to that point in time will be recovered from the complainant.

Where the DRC initiates a complaint, it may require the Affected Participant to contribute to any costs incurred by the DRC in relation to the complaint, if the Affected Participant were found to be in breach of the Rulebook(s).

## 3.2 Appeals

### 3.2.1 Introduction to the Appeals Process

In this section and unless the context otherwise indicates, a reference to the Appeals Chamber shall be read as a reference to those DRC members comprising the Appeals Chamber who have been assigned by the DRC Chair to carry out the Appeals Function of Scheme Management in accordance with section 3.1.5 of the present document.

Where the decision under appeal is a decision in which the DRC had initiated a complaint under section 3.1.1 of the present document, the DRC is not to be regarded as a "party" to the appeal.

The role of the Appeals Chamber shall be to determine whether, on the basis of the material put before it by the appellant, a decision reached in scheme administration (adherence) and compliance matters was correct and justified. The Appeals Chamber may request advice from a third-party professional, including a legal professional in the course of its deliberations.

Deliberations before the Appeals Chamber shall be conducted in private and shall be confidential unless otherwise agreed between the parties.

In considering any representations made to it, the Appeals Chamber is not bound to follow rules of evidence, as followed in a court or tribunal. The Appeals Chamber will not normally consider oral evidence.

The Appeals Chamber shall act in accordance with the principles set out in section 3.2.2 to ensure that a matter is handled fairly and impartially. It may stipulate such conditions as it considers appropriate in order to ensure that this obligation is fulfilled.

The Appeals Chamber may engage skilled professionals or the Secretariat to carry out administrative duties arising out of the conduct of appeals before the Appeals Chamber at the cost of the EPC to the extent it is covered by the non-refundable administrative fee for dispute resolution as described



in Appendix 2. The Appeals Chamber shall ensure that any person engaged in this manner shall be subject to a duty of confidentiality in respect of information acquired in the course of its engagement with the Appeals Chamber.

### **3.2.2 Key Principles**

In carrying out the Appeals Function, the Appeals Chamber shall perform its functions in accordance with the following principles:

- the Appeals Chamber shall act in a manner that is impartial and objective at all times;
- the Appeals Chamber shall act in a manner that is fair to all parties, taking into account the circumstances of each matter before it;
- the Appeals Chamber shall act in a timely manner to determine matters arising before it;
- the Appeals Chamber shall allow all parties to make representations and present written material to the Appeals Chamber;
- the Appeals Chamber shall ensure that, as far as possible, matters referred to it are dealt with in a way which is transparent, open and intelligible to the parties; and
- the Appeals Chamber shall ensure that it acts in a manner that is proportionate to the seriousness of the matter before it.
- each member of the Appeals Chamber shall be subject to a duty of confidence in respect of appeals cases pending before the Appeals Chamber.

### **3.2.3 Submission of notice of appeal**

A person with the right to an appeal under the present document must file a notice of appeal with the Secretariat. A notice of appeal shall set out details of the case under appeal, reasons supporting the appeal, together with a copy of the determination that is the subject of the appeal.

Within 21 calendar days of receiving the appeals notice, the Secretariat shall provide a copy of the appeals notice to the DRC. The DRC shall have 21 calendar days to file written representations in respect of the appeal. They may appoint one or more representatives from their number – who are not part of the Appeals Chamber – to take the appeal forward on their behalf.

The Appeals Chamber shall then consider the notice of appeal and any representations filed and, within 21 calendar days of receiving representations from each party, shall notify all parties of the date of the appeal meeting.

At any time before the date of the meeting, the Appeals Chamber may, but is not obliged to make such directions to the parties as may be useful for the swift and fair determination of the appeal. Such directions may include the following:

- directions to exchange documents relevant for the appeal; and
- directions to exchange names and written statements of any witnesses, including expert witnesses (if any).

The Appeals Chamber shall ensure that all documents and evidence received from the DRC by the Appeals Chamber or by one or other of the parties is provided to all the parties to the appeal in a timely manner in advance of the appeal meeting.



### 3.2.4 Meeting

The Appeals Chamber shall aim to determine the appeal between the parties in a manner that is fair, open and amicable at a meeting involving all relevant parties.

Unless otherwise agreed, this meeting shall be private. Parties may bring legal representatives to a meeting.

In the event that a party does not attend the meeting, or if both parties do not attend, the Appeals Chamber may arrive at such determination as it considers appropriate, or may postpone the date of the meeting.

The Appeals Chamber shall consider all the material put before it and allow the parties to make oral representations during the meeting.

The Appeals Chamber shall then deliver a decision on the appeal.

The Appeals Chamber may make either of the following determinations:

- confirm, vary, or reverse the decision of the DRC at first instance;
- impose any sanction as listed under section 3.1.5 of the present document that may have been imposed, but was not imposed by the DRC at first instance.

The Appeals Chamber may publish the details of the appeals decision on the website of the EPC. Any decisions of the DRC at first instance that are published on the website of the EPC, if varied or reversed at appeal, shall be amended accordingly on the EPC website.

A party to an appeal may withdraw from the appeal at any time by giving notice to the Appeals Chamber. The appeal shall be closed with immediate effect and the Appeals Chamber may make such determination in respect of the subject matter of the appeal and in respects of the allocation of costs for the appeal as may be appropriate.

### 3.2.5 Costs

An upfront, non-refundable administrative fee outlined in Appendix 2 of the present document on the Scheme Management appeal function's cost recovery mechanism will be payable to the EPC upon lodging the appeal, by the party filing the appeal in question, to cover basic administrative costs. This fee will be recoverable from the losing party, as applicable. Appendix 2 of the present document listing this fee will be reviewed and adjusted in line with any actual costs incurred in the first year plus a reasonable amount for anticipated increases in costs in the year in question and will be adjusted accordingly in subsequent years.

The EPC will ensure that any fee set under this section is quantified so as to be consistent with the costs incurred by the EPC. In addition, any relevant costs not covered by the non-refundable administrative fee for dispute resolution incurred by the EPC during the course of the proceedings will be recovered from the losing party.

Where the appeal is withdrawn by the appeal filing party before a formal Appeals Chamber decision on the appeal has been formulated, the EPC's costs incurred to handle the appeal proceedings up to that point in time will be recovered from the appeal filing party.

Where there is a sole party to the appeal, the Appeals Chamber shall have the power to require that party to bear the EPC's costs in respect of the appeal, if that party were found to be in breach of the Rulebook(s).



### 3.2.6 Further steps

Following the determination of the Appeals Chamber, if a party to the appeal does not consider the issue to have been correctly resolved, it shall be open to that party to attempt to resolve the matter through such means as it considers appropriate, including litigation in a competent court in Brussels. As the EPC shall always be a defendant in such proceedings, the courts of Brussels shall have exclusive jurisdiction in respect of proceedings brought in accordance with this section. Such a party may challenge the decision before the courts of Brussels, but only on the grounds of a serious breach by the EPC of the present document or of a breach of mandatory rules of law, or on the grounds that the decision, when subject to a prima facie review (*examen marginal / marginale toetsing*) by the court, appears manifestly incorrect.



## 4 Personal Data Protection

### 4.1 Personal data collected in relation to complaints and appeals

In the course of a complaint or appeal procedure, a participant may provide the EPC with information or documents including “personal data” (i.e. information relating to an identified or identifiable natural person, hereafter referred to as a “data subject”).

The personal data collected typically include contact details of data subjects provided by the participant (such as personal data relating to employees, officers, or directors of the participant) and are only accessible or shared on a need-to-know basis.

Participants that submit personal data relating to a data subject to the EPC in the course of a complaint or appeal procedure must ensure that they do so in accordance with all applicable laws and regulations, including providing notice to the individual about the complaint or appeal procedure and, where required, obtaining appropriate consent.

The EPC may process such personal data for the purpose of performing the compliance function of Scheme Management as set out in the EPC By-Laws and the present Mandate.

### 4.2 Rights of data subjects

The EPC shall, under the conditions of the applicable Belgian legislation, allow data subjects to:

- exercise their access rights and obtain the correction or deletion of their personal data;
- restrict the processing of their personal data in the future; and
- object to the processing of their personal data on compelling legitimate grounds.

Data subjects may exercise the above rights by sending a written request with a proof of their identity to European Payments Council AISBL, to the attention of the EPC Legal Counsel, Cours Saint-Michel 30, B-1040 Brussels, Belgium, or by e-mail to [secretariat@epc-cep.eu](mailto:secretariat@epc-cep.eu).

### 4.3 Disclosure of personal data

As and when required to perform the compliance function of Scheme Management, the EPC may share personal data with its processors and disclose them to third parties (including the members of the DRC, other relevant EPC bodies, professional advisers, NASO's, or relevant supervisory authorities).

In addition, the EPC may, in exceptional circumstances, disclose personal data to third parties when:

- disclosure is required by law or regulation;
- non-disclosure exposes the EPC or its staff to civil or criminal liability;
- disclosure is necessary to co-operate with competent authorities;
- disclosure is necessary to the relevant persons involved in any further investigation or subsequent judicial proceedings instigated as a result of an enquiry by the EPC (for example, external counsel) or following a Participant's complaint in accordance with the relevant provisions of the present document.



The EPC will require entities acting as processors to process the personal data on behalf and under the instructions of the EPC for the sole purpose of performing the compliance function of Scheme Management.

The personal data collected by the EPC in the context of a complaint or appeal procedure will not be transferred to countries that do not offer a level of data protection considered as adequate under applicable EU standards.

#### **4.4 Personal data breach notification**

In case of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data that the EPC collected in the context of a complaint or appeal procedure, the EPC will notify the personal data breach to the relevant supervisory authority and to the individuals concerned, if and as required under the applicable Belgian legislation.



## Appendix 1 - Conflicts of Interest

A member of the DRC may be faced with a situation where the duties owed by him or her under the present Mandate conflict in some way with another interest, duty or consideration of the member.

A member of the DRC must be alert to such conflicts of interest, or potential conflicts of interest arising in the course of his or her engagement with the DRC.

In order to ensure that the compliance function of Scheme Management is effected in accordance with the highest standards of fairness and transparency, a member of the DRC must monitor any conflicts of interest arising or potentially arising in the course of his or her office.

On appointment, each independent member of the DRC must supply the NGC with a written list of issues that create or that may create a conflict of interest in the course of his or her office. If a new issue which could create a conflict of interest would arise in the course of a member's appointment to the DRC, that member will, without delay, inform the NGC accordingly.

A member of the DRC shall be expected to declare any actual or potential conflicts of interests at the start of any meeting involving the DRC. A note of such a declaration must be retained in the relevant meeting minutes and in a separate record of conflicts of interest as outlined below.

Any member of the DRC may inform an appropriate person like the Chair that he or she feels that a member of the DRC or the DRC as a whole is subject to a conflict of interest, or that a conflict of interest might reasonably be expected to arise. In such cases, the Chair shall act in an appropriate manner to ensure that the conflict of interest is managed effectively and transparently. Where the Chair is subject to a conflict of interest, he or she may nominate another person within the DRC to manage the conflict on his or her behalf. Where all the members of the DRC are subject to a conflict of interest, the DRC must request the NGC to take appropriate action.

Where a conflict exists or where one might reasonably be expected to arise, the member must declare the conflict and the Chair, acting together with other members of the DRC shall decide whether a conflict does indeed exist and how such a conflict should be managed. Where a conflict of interest is deemed to exist or where one might reasonably be expected to arise, the Chair, acting together with the other members of the DRC, must determine whether the affected member should refrain from voting on the relevant issue before him or her.

The DRC shall keep a record of each case where a conflict of interest has arisen or where one has been likely to arise, together with the action taken by the relevant member or body to manage the conflict.

The DRC shall also record cases where a conflict of interest was suspected but where, after analysis, such a conflict was deemed not to have arisen.

Such records shall be open to inspection by the Board, the NGC and the Audit Committee and to such other persons as the DRC may consider appropriate.



## Appendix 2 – Cost allocation

### Main cost types in a dispute resolution procedure

Three types of costs are identified:

- Administrative costs incurred by the EPC for administering and monitoring the relevant proceedings (including all disbursements in connection with a particular case, for example, postage, international courier services, telephone, faxes, copies, etc.);
- Fees of third-party experts (including but not limited to external legal counsel) and related expenses, incurred by the EPC including costs for travel, lodging and clerical assistance; and
- Litigation or dispute resolution costs incurred by the parties in question, including fees and expenses of any lawyers engaged, as well as amounts incurred on the presentation and preparation of the case, which shall remain with the parties incurring those costs.

### Rationale for dispute resolution cost recovery mechanism

The rationale for the dispute resolution cost recovery mechanism centres on a non-refundable administrative fee. This centres on the position that the individual Participants benefiting from the Scheme Management compliance function, including complaint and appeal activities, should be responsible for the costs arising from them (in whole or in part). In addition, given the EPC's core activity is to develop and design payment and payment-related schemes and frameworks to realise SEPA, it would be unfair for the EPC membership to subsidise Scheme Management complaint and appeal proceedings.

Moreover, there are some initial administrative and handling costs involved in the various stages of the complaint and appeal activity. These should be recoverable from the Participants requesting or affected by the complaint and appeal proceedings.

It is therefore appropriate for the filing Participant to pay to the EPC a flat fee to cover these costs as an 'upfront fee' for such activities. Such a fee is recoverable from the other Participant involved in the action if the Participant initiating the procedure is successful at the end of the proceedings. Relevant costs are equally recoverable from the Affected Participant if the DRC investigated the complaint of its own accord and concluded that the Affected Participant acted in breach of the Rulebooks.

In addition, any relevant non-administrative EPC costs incurred in the course of the proceedings shall be recovered from the losing party.

### Level of the non-refundable administrative fee for dispute resolution

As an international non-profit association, the EPC ensures that there is no material 'profit' mark-up resulting in a material gain for the EPC when setting the non-refundable administrative fee.

The upfront fee payable to the EPC per single complaint and appeal case by the concerned Participant initiating the proceeding is set as follows (as of 1 April 2020):

- Complaint: 2.000 EUR
- Appeal: 3.000 EUR

The level of these fees will be regularly reviewed by the DRC and the Board.





## Terms Defined in the Dispute Resolution Committee Mandate

Term	Definition
Adherence Agreement	The agreement to be completed as part of the process by which an entity applies to become a Scheme Participant
Adherent	An entity that has accepted to adhere to the OCT Inst Scheme Rulebook in the capacity of a Scheme Participant or of an OCT Inst Processor.
Affected Participant	A Scheme Participant and/or an Adherent that is subject to proceedings before the DRC in accordance with this Mandate
Board	The EPC Board as set out in the By-laws
Calendar Day	A Calendar Day means any day of the year
Chair	Chair refers to the Chair of the DRC
Director General	The EPC Director General as set out in the By-laws
Dispute Resolution Committee (abbreviated: DRC)	Means the body responsible for the compliance function of the EPC Schemes, under the delegated authority granted by the Board
DRC Mandate	The mandate of the Dispute Resolution Committee set out in the present document, as amended from time to time
EPC	Means the international non-profit association (in French: “association internationale sans but lucratif” / in Dutch: “internationale vereniging zonder winstoogmerk”) named “Conseil Européen des Paiements” in French, abbreviated “CEP” and “European Payments Council” in English, abbreviated “EPC”
(EPC) By-laws	The By-laws of the European Payments Council, as amended from time to time
EU	The European Union
Event of Default	Each event indicating that a Scheme Participant is no longer able to pay its debts as they fall due, becomes or became insolvent or has ceased to exist (each an Event of Default), including but not limited to the failure of a Scheme Participant to pay scheme participation fees as mentioned in the Rulebooks
Independent Member	An Independent Member is a member who can display the highest standard of professional integrity and objectivity in relation to the compliance function of Scheme Management. An Independent Member should be a professional of good repute, with appropriate skills, who preferably has a reasonable knowledge of the payments services sector but who is not employed or is otherwise affiliated with a Participant or its PSP communities, service providers or a payment services user group or user association
LSG	EPC Legal Support Group



NASO	National Adherence Support Organisation
NGC	Nominating and Governance Committee
OCT Inst (scheme rulebook)	One-Leg Out Instant Credit Transfer Scheme Rulebook.
Payment Scheme	A payment scheme is a common set of business rules, practices and standards for the provision and operation of a SEPA payment instrument as agreed by the relevant Scheme Management Governance Body
Payment-related Scheme	A payment-related scheme is a common set of business rules, practices and standards directly or indirectly supporting the provision and operation of SEPA payment instruments as agreed by the relevant Scheme Management Governance Body
Payment Scheme Rulebooks	Means the SEPA Credit Transfer Scheme Rulebook, the SEPA Instant Credit Transfer Scheme Rulebook, the SEPA Direct Debit Scheme Rulebooks, the One-Leg Out Instant Credit Transfer Scheme Rulebook and such other payment scheme rulebooks as are produced and maintained by the EPC from time to time
Payment-related Scheme Rulebooks	Means the SEPA Payment Account Access Scheme, the SEPA Request-to-Pay Scheme Rulebook, the SEPA Proxy-Lookup Scheme Rulebook and such other payment-related scheme rulebooks as are produced and maintained by the EPC from time to time
Payment Service Provider (abbreviated: PSP)	Means any body referred to in Article 1(1) of the 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, hereafter “PSD2”, as well as legal persons benefiting from an exemption under Article 32 or 33 PSD2
Rulebooks	The Payment Scheme Rulebooks and the Payment-related Scheme Rulebooks produced by the EPC
Scheme	The SEPA Credit Transfer Scheme, or the SEPA Instant Credit Transfer Scheme or the SEPA Direct Debit Core Scheme, or the SEPA Direct Debit Business-to-Business Scheme, or the SEPA Proxy Look-up Scheme, or the SEPA Request-to-Pay Scheme, or the SEPA Payment Account Access Scheme, or the One-Leg Out Instant Credit Transfer Scheme or such other payment or payment-related schemes as the EPC may establish from time to time
Scheme Management	Denotes the administration, maintenance, evolution, and compliance mechanisms in relation to a Scheme
Scheme Management Governance Bodies	The EPC decision making bodies in relation to Scheme Management as the Board may establish from time to time
(Scheme) Participant	An entity that has adhered to one or more Schemes



Secretariat	The EPC Secretariat
Single Euro Payments Area (abbreviated: SEPA)	for the purpose of the present Mandate, SEPA shall encompass the countries and territories which are part of the jurisdictional scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time
SEPA Credit Transfer Schemes	The SEPA Credit Transfer Schemes are the payment schemes for making credit transfers across SEPA, as set out in the SEPA Credit Transfer Scheme Rulebook and the SEPA Instant Credit Transfer Scheme Rulebook
SEPA Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Credit Transfer Scheme, as amended from time to time
SEPA Instant Credit Transfer Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Instant Credit Transfer Scheme, as amended from time to time
SEPA Direct Debit Schemes	The SEPA Direct Debit Schemes are the payment schemes for issuing direct debit collections across SEPA, as set out in the SEPA Direct Debit Core Scheme Rulebook and the SEPA Direct Debit Business to Business Scheme Rulebook
SEPA Direct Debit Core Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Direct Debit Core Scheme, as amended from time to time
SEPA Direct Debit Business to Business Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Direct Debit Business to Business Scheme, as amended from time to time
SEPA Payment Account Access Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Payment Account Access Scheme, as amended from time to time
SEPA Proxy-Lookup Scheme	The payment-related scheme for the operation of the SEPA Proxy Lookup (SPL) service, allowing the exchange of the data necessary to initiate payments between proxy-based payment solutions
SEPA Proxy-Lookup Scheme Rulebook	The Rulebook setting out rules and business standards for the SEPA Proxy-Lookup Scheme, as amended from time to time