

Keycard

For business accounts

Please write clearly in the white spaces with capital letters or cross the boxes.

1 Business details

Account title

Your sort code

Your account number

Full name of business

(the Business)

Business address

Postcode

Business type:

Partnership Limited Liability Partnership Sole Trader Limited Company

Other (please specify)

Business contact numbers and area dialling codes

Telephone

Mobile

Fax

2 Delivery details

Any Keycard issued to the Authorised User(s) will be despatched to the business address held on our files unless indicated opposite.

I will collect the card(s) from

branch

3 Declaration and authorisation

- I/We request you to issue a Keycard ("the Card") to the individuals whose details are set out in Section 5. I/We acknowledge that the Card will be issued subject to the Keycard terms and conditions, as amended from time to time, a copy of which has been supplied to me/us.
- You are authorised to debit my/our account number detailed above with all transactions effected under the Cards together with any interest thereon and with any fees for the issue and renewal of such Cards whether the account is in credit or overdrawn or becomes overdrawn as a result of such debit. I/We will be responsible for any overdraft created together with any interest thereon.
- Applicable to Partnerships (other than limited liability partnerships) only. I/We agree that Clause 2 above in this Section shall remain in force notwithstanding any change in the constitution or name of the firm and shall apply notwithstanding any change of membership of the firm by death, bankruptcy, retirement or otherwise or the admission of any new partner or partners.
- I/We understand that you can make checks, use and disclose our information as outlined in Section 4 of this form: Personal and Business Information and Lloyds Banking Group.

This declaration should be signed in accordance with the account authority for or a Resolution, in the case of a Limited Company or Limited Liability Partnership.

For and on behalf of (Business name)

Your signature(s)

Date

For bank use only

Date

Checked by

When businesses apply for, or hold, products or services provided by us, we may acquire and process information relating to the business as well as personal data of individuals associated with the business. More information about how we use business information is available at www.bankofscotland.co.uk/businessprivacy

Who looks after your personal information

Your personal information will be held by Bank of Scotland plc which is part of the Lloyds Banking Group. More information on the Group can be found at www.lloydsbankinggroup.com

How we use your personal information

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, in our full privacy notice.

Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- in certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

Do you have to give us your personal information

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- the right to get us to correct personal information that is wrong or incomplete.
- in certain circumstances, the right to ask us to stop using or delete your personal information.

- from 25 May 2018 you will have the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

Other individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals with whom you have a financial link in our full privacy notice.

How we use credit reference agencies

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

How we use fraud prevention agencies

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

How we share personal information about insurance products

If you apply to us for insurance, we may pass your details to the relevant insurer and their agents. If a claim is made, any personal information given to us, or to the insurer, may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at www.bankofscotland.co.uk/businessprivacy or you can ask us for a copy.

How you can contact us

If you have any questions or require more information about how we use your personal information please speak to your usual bank contact or email the data privacy team at CBDataPrivacy@LloydsBanking.com

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on 0345 721 3141 (+44 131 337 4218 from outside the UK) and tell us you want to speak to our Data Privacy Officer.

Version Control

This notice was last updated in January 2018.

Title Mr Mrs Miss Ms Other (please specify)

Your position in the Business

Your full name

Your mother's previous name (for security reasons)

Your date of birth

I understand that the Business named in Section 1 of this form has requested that a Keycard be issued to me and has authorised me to use any Keycard issued to me. I have read and understood the Conditions of Use.

I understand that any Keycard issued to me may not be used for the purposes of cheque guarantee or cheque encashment. I undertake to advise you of any change of name and/or address.

Your home address

I understand that I may be issued with a PIN (Personal Identification Number) to use on this account, which allows me to use my Card to take out money from a cash machine. This is a security measure, designed to protect unauthorised access to the Business account. My PIN will only be known by me and this number will not have been revealed to anyone else or be known by any member of bank staff.

Your telephone numbers and area dialling codes

Home
Mobile
Work

I understand that you can make checks, use and disclose my information as outlined in the notice in Section 4 of this form: Personal and Business Information and Lloyds Banking Group.

Your signature

Date

Title Mr Mrs Miss Ms Other (please specify)

Your position in the Business

Your full name

Your mother's previous name (for security reasons)

Your date of birth

I understand that the Business named in Section 1 of this form has requested that a Keycard be issued to me and has authorised me to use any Keycard issued to me. I have read and understood the Conditions of Use.

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Your telephone numbers and area dialling codes

Home
Mobile
Work

I understand that you can make checks, use and disclose my information as outlined in the notice in Section 4 of this form: Personal and Business Information and Lloyds Banking Group.

Your signature

Date

5.3

Third Authorised User

Title Mr Mrs Miss Ms

Your position in the Business

Your full name

Your mother's previous name (for security reasons)

Your date of birth

I understand that the Business named in Section 1 of this form has requested that a Keycard be issued to me and has authorised me to use any Keycard issued to me. I have read and understood the Conditions of Use.

Your home address

I understand that any Keycard issued to me may not be used for the purposes of cheque guarantee or cheque encashment. I undertake to advise you of any change of name and/or address.

I understand that I may be issued with a PIN (Personal Identification Number) to use on this account, which allows me to use my Card to take out money from a cash machine. This is a security measure, designed to protect unauthorised access to the Business account. My PIN will only be known by me and this number will not have been revealed to anyone else or be known by any member of bank staff.

Your telephone numbers and area dialling codes

Home

Mobile

Work

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Your signature

Date

5.4

Fourth Authorised User

Title Mr Mrs Miss Ms

Your position in the Business

Your full name

Your mother's previous name (for security reasons)

Your date of birth

I understand that the Business named in Section 1 of this form has requested that a Keycard be issued to me and has authorised me to use any Keycard issued to me. I have read and understood the Conditions of Use.

Your home address

I understand that any Keycard issued to me may not be used for the purposes of cheque guarantee or cheque encashment. I undertake to advise you of any change of name and/or address.

I understand that I may be issued with a PIN (Personal Identification Number) to use on this account, which allows me to use my Card to take out money from a cash machine. This is a security measure, designed to protect unauthorised access to the Business account. My PIN will only be known by me and this number will not have been revealed to anyone else or be known by any member of bank staff.

Your telephone numbers and area dialling codes

Home

Mobile

Work

I understand that you can make checks, use and disclose my information as outlined in the notice in Section 4 of this form: Personal and Business Information and Lloyds Banking Group.

Your signature

Date

Information is available in large print, audio and Braille on request.

www.bankofscotlandbusiness.co.uk

We accept calls via Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc. Registered office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

We adhere to The Standards of Lending Practice, which are monitored and enforced by the LSB www.lendingstandardsboard.org.uk.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS).

Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

The Lloyds Banking Group includes Bank of Scotland plc and a number of other companies using brands including Lloyds Bank Halifax and Bank of Scotland, and their associated companies.

These are the conditions of an Agreement between the Bank and you (the customer). We set out the special meanings we have given to some words in this Agreement below.

Meanings of words we use

Account: an account in your name(s) identified by the number given on your Card application form or, if this account is transferred to another branch, the account number at your new branch.

ATM: a cash machine allowing an Authorised User to withdraw funds from an Account.

Authorised User: any person to whom a Card is issued and who is authorised by you to use it.

Business: a corporate or unincorporated body, sole trader or partnership in whose name we maintain an Account and who is named in the application form for the Account. If the Business is not a body corporate and consists of two or more persons, this definition means all or any of them. Their liability will be joint and several, which means each person will be jointly and individually liable.

Business Day: 9am to 5pm Monday to Friday except public and bank holidays in England and Wales, or Scotland (if in Scotland) unless you are transacting through one of our branches that opens for shorter hours or we notify you of different times for the processing of payments to and from your Account.

Card: a Business Debit Card or a Business Keycard issued under this Agreement, including any renewal or replacement Card.

Card Transaction: a Debit Card Transaction, Cash Machine Transaction, Counter Transaction or any other transaction we say you can make using your Card or Card number.

Cashback: use of the Card to obtain cash from a Retailer who has agreed to accept the Card alongside a purchase from that Retailer – a service of ten provided in supermarkets, for example.

Cash Machine Transaction: use of a Card and PIN to obtain cash from an ATM that is operating and accepts the Card.

Counter Transaction: use of the Card and PIN to obtain cash from a counter in a branch of the Bank of Scotland, or other banks where possible. If you hold an eligible Card, this may include use of Post Office® branches where counter services are available.

Debit Card Transaction: use of the Card or the Card number to make or authorise any payment to a Retailer who has agreed to accept the Card – for example, when you use it to pay for goods or services or for Cashback.

Islamic Current Account: Islamic Business Account.

Micro-enterprise: An enterprise or group of enterprises of which it forms part which, at the time you enter into this Agreement, employs fewer than 10 people and whose annual turnover, balance-sheet total (or both) does not exceed EUR 2 million or its equivalent.

Payment Scheme Exchange Rate: the foreign-exchange wholesale rate set by VISA and applied to Card Transactions in foreign currencies to convert them to sterling.

PIN: the Personal Identification Number issued to Authorised Users – or later selected by the Authorised User if self-selection is available – to use with a Card to enable Authorised Users to make Card Transactions.

Retailer: a person who agrees, by arrangement with us or the Visa International Service Association, to accept a Card as payment for goods, services or cash.

Security Code: the last three digits on the signature strip on the reverse of a Card.

Security Details: details or security procedures that an Authorised User must follow or use to make an instruction, or confirm their identity – for example a PIN, or biometric data such as a fingerprint.

Strong Authentication: verification of a user's identity using two factors based on possession, knowledge or something that is unique to you (like a fingerprint).

we/us/our/the Bank: Bank of Scotland plc.

you/your: the Business named in the application for the Business Debit Card, or Business Keycard (as applicable).

1 Authorised Users and your obligations

1.1 We may issue a Card (and issue or agree related Security Details) for use by an individual you nominate as an Authorised User on the Account. You will be liable for all amounts that arise from the use of a Card by an Authorised User or that we incur regarding such use. This includes any use in breach of this Agreement – which we are not obliged to prevent – that may be debited to the Account unless otherwise agreed in the Account conditions.

1.2 You must ensure that:

- (a) each Authorised User signs their Card as soon as they receive it;
- (b) each Authorised User is aware of and complies with the Conditions of Use and any other requirements in the User Guide that apply to them as a cardholder. In particular Authorised Users must not allow anyone else to use their Card, Card details or Security Details and must always keep their Card safe;
- (c) you and all Authorised Users follow any instructions we give regarding the safekeeping of a Card, Card details and Security Details; and
- (d) neither a Card nor the Card details are used for any illegal purpose.

1.3 All Cards belong to us. If we ask for a Card back, you must ensure it is not used again and you must return it immediately, cut in half across the black stripe or through the smartcard chip. A person acting for us may take or retain the Card on our behalf.

1.4 A Card is only valid for the time period printed on it. You must ensure it is not used outside that period.

1.5 At any time we may cancel or suspend the use of a Card if:

- (a) we reasonably suspect its fraudulent or other misuse; or
- (b) that any security requirements relating to the use of the Card, Card details or Security Details have been compromised; or
- (c) if we are required to do so by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement.

If we do cancel or suspend the use of a Card, we will tell you as soon as possible unless the law prevents us doing so or we reasonably believe it would undermine our security measures. Once a Card has been cancelled, you should ensure that the Authorised User stops using the Card and that it is destroyed by cutting it in half across the black stripe or through the smartcard chip.

1.6 When a Card expires, or is lost or stolen, we may provide you with a new Card.

1.7 From time to time you may apply for us to issue Cards to new Authorised Users on forms we provide for this purpose. You may also terminate an Authorised User's authority to use a Card. If you do so, you must destroy the Authorised User's Card by cutting it in half across the black stripe or through the smartcard chip.

2 Security Details

2.1 You must ensure that Authorised Users take all reasonable steps to keep the Card and Security Details safe and in particular that they comply with the following:

- (a) On receiving a PIN or other written Security Details, the Authorised User must memorise the number and then destroy the slip on which it is printed.
- (b) An Authorised User must keep their Security Details secret and not let anyone else know them, or use them.
- (c) An Authorised User must never write Security Details on their Card or on anything they ever keep with the Card.

2.2 If the type of Card is changed, we will issue or agree new Security Details for Authorised Users. For example if you previously had Keycards for the Account and now have Business Debit Cards, the existing PINs will not work with the new Cards.

2.3 When an Authorised User receives a PIN, they can change it to one of their own choice through our ATMs by following the on- screen instructions that appear when they enter the current PIN. This option is not available for about 30 days before we issue a renewal Card. To prevent fraud we restrict the use of some easily guessed numbers.

3 Chip Cards

3.1 Any programs and data held on an integrated circuit within a Card are our private property. It is a criminal offence to obtain unauthorised access to a program or data in the chip, or to make unauthorised modifications to the chip's contents.

4 Card Transactions

4.1 A Card can be used to make withdrawals and (if you have a Debit Card), Debit Card Transactions from your Account through the various facilities we make available to you. If the service is available, it may also be possible to use the Card, Card number and PIN to make deposits into your Account. When using a Card for a Card Transaction, the Card Transaction will be properly authorised:

- (a) by the Authorised User presenting the Card at a contactless terminal;

- (b) by the Authorised User using the Card or Card Details together with the Security Details, and where appropriate using any “Proceed” , “Enter” or similar key. Once the “Proceed”, “Enter” or similar consent has been given, authorisation for immediate transactions cannot be withdrawn; or
- (c) by the Authorised User signing a receipt for the Card Transaction. If the Authorised User has signed a receipt for the Card Transaction, authorisation for immediate transactions cannot be withdrawn once the signed voucher has been accepted by the Retailer for a Debit Card Transaction or the other party to a Counter Transaction.
- 4.2 We will show Card Transactions on the statement we provide or make available for your Account. We recommend you check your statement regularly. If an entry seems wrong, you should tell us as soon as possible so we can sort it out. Delay in telling us may make correcting any error difficult. If we need to investigate a Card Transaction on your Account, you and any Authorised User should co-operate with us and the police, if we need to involve them. In some cases, we will need you and an Authorised User to give us confirmation or evidence that a Card Transaction has not been authorised. In addition to checking statements, you should tell us as soon as possible by phoning us on **0345 600 9179** if you or an Authorised User becomes aware of a Card Transaction that has not been authorised.
- 4.3 If we incorrectly apply, or omit to apply, a Card Transaction to your Account, we will correct our act or omission and refund to you any interest and charges you have directly incurred on your Account that would not have been incurred had we applied the Card Transaction correctly. If you are not a Micro-enterprise, we will have no further liability to you. You must tell us as soon as possible after you become aware of any incorrect Card Transaction on your Account.
- 4.4 If you make a Card Transaction in a foreign currency, we will use the Payment Scheme Exchange Rate to convert it into £ sterling on the day we debit the payment (in sterling) to your Account. We add a 2.75% non-sterling transaction fee to the converted sterling amount. This is a fee for currency conversion. We will show this fee and the converted sterling amount on your statement. The day of the currency conversion may be after the day of the Card Transaction. You can find out the Payment Scheme Exchange Rate on the Visa website, visit www.visaeurope.com. You will be able to find more information on our website about the exchange rates that apply to your transaction to help you compare them with other card issuers’ rates.
- The Payment Scheme Exchange Rate changes on a daily basis, and is applied immediately.
- Cash withdrawals abroad are charged a 2.75% non-sterling transaction fee, plus a non-sterling cash transaction fee of 1.5% of the transaction amount (minimum £1.50). The non-sterling cash transaction fee will not be charged if you:
- withdraw euro within the EEA or UK; or
 - withdraw euro from outside the EEA or UK and the cash machine operator’s payment service provider is based in the EEA or UK.
- 4.5 Authorised Users may use their Cards to withdraw cash of up to £700 for a Business Debit Card and £500 for a Business Keycard per day (if funds are available), from ATMs in the UK as well as banks and bureaux de change showing the VISA sign abroad. If a Card is used to withdraw cash from another bank, ATM operator or bureau de change, they may make a handling charge. ATM limits may also apply.
- 4.6 A Card and PIN can be used in some ATMs and at counters in some Bank branches to get information about the accounts in the name of the Business. By signing this Agreement you give us your consent to disclose this information to an Authorised User.
- 4.7 When a Card is used to withdraw cash from an ATM or from within a Bank branch at a counter, we will debit that amount, plus any handling charge imposed by the operator, from your Account. This applies whether or not the Account is already overdrawn or becomes overdrawn as a result.
- 4.8 A Retailer, ATM operator or other third party may contact us or an agent acting for us, for confirmation – or ‘authorisation’ – that we will pay a Card Transaction. We have the right to refuse authorisation for a particular Card Transaction if this is reasonable. Examples include if the Card Transaction makes your Account overdrawn or exceed a limit set; you are in breach of this Agreement; or we (or the systems we use) reasonably suspect the Card Transaction is fraudulent. If authorisation is given, that Card Transaction will immediately reduce the available funds on your Account. If a Card Transaction is declined, you may contact us on **0345 300 0268** from 7am to 8pm Monday to Friday (excluding Bank Holidays) and from 9am to 2pm on Saturdays. If we have declined the Card Transaction we will, where reasonably possible, tell you why. If the reason for our declining the Card Transaction was based on incorrect information, we will agree with you what needs to be done to correct it.
- 4.9 You agree to us not sending you certain information, such as electronic messages, after each Non-Currency Transaction as there is no legal requirement to send this information to business customers.
- ## 5 Your Account
- Conditions 5.1, 5.2 and 5.3 are not relevant to the Islamic Current Account.**
- 5.1 We provide Cards for Authorised Users so you can operate your Account more conveniently. A Card itself does not give you an automatic overdraft or any other form of credit. If you would like to have – or to increase – an overdraft on the Account, you must apply to us in the usual way. Once we have agreed to an overdraft, you can draw on it by Authorised Users using their Card(s) but you must never go over your overdraft limit.
- 5.2 If the use of a Card creates an overdraft that we have not agreed or that exceeds an agreed overdraft limit, you will have broken the Account terms. You must repay the excess amount immediately. Under the Account terms, and in our sole discretion and without contacting you, we are entitled to allow the Account to become overdrawn or the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft. We will then be entitled to charge interest at our standard rate for unauthorised overdrafts and to debit that interest and any resulting bank charges from your Account.
- 5.3 At any time we may:
- (a) demand repayment of any borrowing on your Account (plus interest and charges, if applicable), or require you to close the Account;
 - (b) refuse to allow any further borrowing on an overdraft without giving you notice, although we will send you written confirmation.
- 5.4 We will debit the amount of each Card Transaction to your Account when we receive confirmation of the transaction from the card scheme. You are liable to pay us all amounts so debited. You are also liable to pay all charges debited in line with this Agreement.
- 5.5 At any time we are entitled to alter our charges, by giving notice in line with condition 10.1.
- For Islamic Current Account customers only:**
- 5.6 We will provide Cards for Authorised Users so you can operate your Islamic Current Account more conveniently. A Card itself does not give you an automatic overdraft or any other form of credit. Borrowing is not permitted on the Islamic Current Account. You will not be able to have an agreed overdraft (where the balance of your account falls below £0) on your Islamic Current Account.
- 5.7 If use of a Card creates an overdraft, you will have broken the terms of the Islamic Current Account and you must repay the amount immediately. Under the Islamic Current Account terms, in our sole discretion and without contacting you, we are entitled to allow your Islamic Current Account to become overdrawn. In these circumstances, any amount you borrow that takes the balance of your account below £0 is an unauthorised overdraft. We may charge you an unauthorised borrowing fee at our standard published rates and to debit it and any resulting bank charges from your Islamic Current Account.
- 5.8 At any time we may demand repayment of any unauthorised borrowing on your Islamic Current Account (plus charges).
- 5.9 If you ask us to switch your Islamic Current Account to another standard current account with the Bank, interest may be payable on the new account.
- ## 6 Charges
- 6.1 Full information on our charging and interest rates is set out in our Charges brochures and on our website at bankofscotlandbusiness.co.uk (refer to “Rates and Charges”).
- ## 7 Acceptance of your Card
- 7.1 We are not liable if a Retailer, service provider, bank or ATM or other machine does not accept your Card.
- ## 8 Lost or stolen Cards or confidential information and unauthorised transactions
- 8.1 If a Card is lost, stolen, misused or likely to be misused for any reason at all, or if someone else discovers the Security Details, then as soon as possible the relevant Authorised User or you must:
- phone **0800 015 1515** if you’re in the UK or, if you’re abroad **+44 1702 278 270** (24 hours). We may ask you to send us written confirmation within seven days.

Liability for losses

8.2 This condition 8.2 applies if you are a Micro-enterprise:

- (a) Unless we can show that you or an Authorised User have acted fraudulently or have not taken all reasonable care to keep a Card or Security Details safe and in line with our security requirements, you will not have to pay anything for the use of a Card or Card details that:
- are used before the Card or Card details are received; or
 - are lost or stolen, or liable to misuse, provided you tell us as soon as you become aware of such loss or theft or that they may be misused.
- (b) Unless we can show that you or an Authorised User have acted fraudulently, you will not have to pay anything for the unauthorised use of a Card or the Card details where the cardholder does not need to be present or where your Security Details were not required.
- (c) Unless we can show that you or an Authorised User have acted fraudulently or have not taken all reasonable care in keeping a Card, Card details or Security Details safe and in line with our security requirements, we will refund to the Account the amount of an unauthorised Card Transaction. We will also refund any interest charged for that Card Transaction and any charges directly incurred on the Account that would not otherwise have been incurred.

If we are not required to refund you under condition 8.2 (for example because you acted fraudulently), you will be responsible for all losses arising out of or in connection with unauthorised Card Transactions.

8.3 As condition 8.2 applies only if you are a Micro-enterprise, this condition 8.3 applies if you are not. The Payment Services Regulations 2009 (as replaced or amended from time to time) apply only as far as stated here:

- (a) We are only liable to you for unauthorised Card Transactions after you have notified us of the loss, theft or misuse of the Card or Card details. If we are reasonably satisfied that the Card Transaction was unauthorised, we will refund the amount of the Card Transaction to your Account. We will also refund you any interest and charges you directly incur on the Account as a result of the Card Transaction but we will not have any further liability to you.

If you or any Authorised User have acted fraudulently or have not taken all reasonable care in keeping a Card or Card details safe and in line with our security requirements, you will be liable for all losses for any unauthorised Card Transactions.

8.4 Both you and the relevant Authorised User must cooperate fully with us, our agents or the police in investigating any loss, theft or possible misuse of a Card, Card details or disclosure of the Security Details and in recovering a missing Card. If we suspect that a Card or any of the Security Details have been lost or stolen or are liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal, or to the police or other authorities or any other relevant third party.

8.5 If a Card is found after we have been told it is missing, it must not be used. You should destroy it immediately by cutting it in half across the black stripe or through the smartcard chip.

9 Ending this Agreement

- 9.1 This Agreement continues until terminated in line with condition 9.
- 9.2 You may end this Agreement at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black stripe or through the smartcard chip.
- 9.3 Subject to condition 9.4, we may end this Agreement at any time by giving you two months' written notice.
- 9.4 At any time, we may end this Agreement immediately by giving you written notice if any of the following occur:
- (a) Any information you have given or give us in future (connected with this Agreement or not) is inaccurate or changes materially before we sign this Agreement.
- (b) Unless you have informed us in writing before we sign this Agreement, if any material litigation is, or material administrative, criminal or judicial proceedings are, being taken against you at the time this Agreement is signed ("material" means likely, if successful, to have a damaging effect on your business).
- (c) Without our consent, you create or permit any new charge, mortgage or security interest over your business or any part of it, or its property, assets or income.
- (d) Without our consent, you sell or lease or dispose of your business or any part of it or – except in the normal course of business – its property, assets or income, or try to do so.

- (e) You change the nature of your business as it is now conducted.
- (f) You do not have the insurance over your business and its assets that is normal for a business of your type – and you must show us evidence of this insurance if we ask for it.
- (g) You factor or assign any debts owed to your business without our consent.
- (h) You die, become of unsound mind or become insolvent (or in Scotland, apparently insolvent); or a bankruptcy petition (in Scotland, a petition for sequestration) is presented against you; or steps are taken to appoint an administrator, judicial factor or similar officer over your affairs; or you apply to the court for a moratorium (a temporary stay) on your debt; or you make a proposal to creditors for a voluntary arrangement; or you grant a trust deed for creditors; or you take any action (including entering negotiations) with a view to readjusting, rescheduling, forgiving or deferring any part of your debt.
- (i) You are a limited company or limited liability partnership and: you have a petition presented or resolution passed for winding up; or an administration application is presented or made for the making of an administration order; or a notice of intention to appoint an administrator is issued or a notice of appointment of an administrator is filed with the court; or you have a receiver appointed over all or part of your assets; or you cease to trade; or you are regarded by law as unable to pay your debts; or you make an application connected with a moratorium (temporary stay) or a proposal to creditors for a voluntary arrangement on your debt; or you take any action (including entering negotiations) with a view to readjusting, rescheduling, forgiving or deferring of any part of your debt, including in Scotland granting a trust deed for creditors.
- (j) You are a partnership, including limited liability partnership, or unincorporated association and: you dissolve the partnership or a petition is presented for an order to be made for its winding up; or an application or a petition is presented or made for an administration order against the partnership.
- (k) You are a limited liability partnership and: any member ceases without our written consent to be a member; or you cease for any reason to be a limited liability partnership.
- (l) Your Account is closed for whatever reason.
- (m) You commit any material breach of this Agreement which – if it can be remedied – is not remedied within 14 days of receiving from us a notice setting out full details of the breach and requiring it to be remedied.
- (n) We are required to end this Agreement by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement.

9.5 After this Agreement comes to an end:

- (a) we can go on deducting the amount of any Card Transactions from your Account;
- (b) **(not relevant to Islamic Current Account customers)** – you will still be liable to repay any borrowing on the Account, and interest and charges (if applicable) will continue until full repayment. In particular, and in line with and subject to condition 14.1, if you have given instructions to a Retailer that allows it to process Card Transaction debits from time to time, you are responsible for cancelling those instructions yourself directly with the Retailer.
- (c) **for Islamic Current Account Customers only** – you will still be liable to repay any unauthorised borrowing on the Account, and charges will continue until full repayment. In particular, and in line with and subject to condition 14.1, if you have given instructions to a Retailer that allows it to process Card Transaction debits from time to time, you are responsible for cancelling those instructions yourself directly with the Retailer.

10 Variation

- 10.1 Subject to condition 10.2 we will notify you in writing at least two months before we make any change to these conditions or the Conditions of Use. You will be regarded as having accepted the change if you do not notify us to the contrary before the date the change comes into effect. However, if you do not accept the change:
- (a) you can end this Agreement at any time before the change comes into effect; or
- (b) our notice of the change will be regarded as notice of termination given under condition 9.3. This Agreement will terminate the day before any change comes into effect.

10.2 We may change these conditions or the Conditions of Use at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible, we will give you at least two months' notice of such changes in line with condition 10.1. If this is not possible, we will give you as much notice as we reasonably can.

10.3 **For Islamic Current Account Customers only** – subject to condition 10.1, we may amend any of these conditions following guidance from the Shariah Committee.

11 Notices and communication

11.1 Any notice to be given by either party under this Agreement must, unless otherwise stated in this Agreement, be written, sent by post or delivered by hand to the other party. It is regarded as received at the time of receipt. Your notices to us must be posted to the branch where the Account is held or where your business management team is based, unless we tell you otherwise. We will send you notices at the address you have given us for correspondence. We or you may change address for communication by giving seven days' written notice to the other party.

11.2 If there is any change in your name, you must inform us immediately.

11.3 The language of this Agreement is English and communications and notices between you and us will be in English.

12 General

12.1 This Agreement replaces any previous or existing agreement for supplying a Card on your Account. If such an agreement still exists, this Agreement automatically cancels it.

12.2 If any provision of this Agreement conflicts with a provision of your Account agreement, the terms of your Account agreement will apply to the extent of such conflict.

12.3 We will do our best to give you a complete service at all times. But, despite anything to the contrary in this Agreement, it may be that we are prevented, hindered, or delayed from or in performing any of our obligations under this Agreement due to abnormal and unforeseeable circumstances beyond our control – including a strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services. If so, we are not liable to you or obliged to perform our obligations under this Agreement to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

12.4 Unless otherwise specified, we are not liable to you:

- (a) for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
- (b) for any loss of profits, loss of business, loss of goodwill or any form of special damages.

12.5 If we relax any term of this Agreement for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.

12.6 You may not transfer your legal rights under this Agreement to anyone else.

13 Governing law

13.1 This Agreement and any non-contractual obligations arising out of or connected with it are governed by and interpreted in line with the laws of England and Wales if your Account is held in England and Wales, or the laws of Scotland if your Account is held in Scotland.

The relevant courts have exclusive jurisdiction to settle any dispute arising out of or connected with this Agreement, including any dispute about any non-contractual obligation arising out of or connected with this Agreement.

Other information

Help and information

If you require a copy of this Agreement or any document referred to in it please consult our website at www.bankofscotlandbusiness.co.uk in the first instance. If you have any queries about your account or need further information please contact your relationship team.

Our Service Promise

We aim to provide the highest level of customer service possible. However, if you experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If something has gone wrong please bring this to the attention of any member of staff. The complaint procedures are also published on our website: www.bankofscotlandbusiness.co.uk/contactus

Information is available in large print, audio and Braille on request.

www.bankofscotlandbusiness.co.uk

We accept calls via Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc. Registered office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

We adhere to The Standards of Lending Practice, which are monitored and enforced by the LSB www.lendingstandardsboard.org.uk.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS).

Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

The Lloyds Banking Group includes Bank of Scotland plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies.