

# Bacstel-IP

## Indirect Submitters

For Commercial customers only

### Terms & Conditions

#### 1 Introduction

- 1.1 These Terms and Conditions set out Your rights and obligations in connection with Your use of the Service as an Indirect Submitter. These Terms and Conditions are legally binding, so they should be read through carefully before the Authorised Signator(y/ies) of Your Organisation agree to them on Your behalf.
- 1.2 These Terms and Conditions replace all earlier terms and conditions relating to the provision of the Bacs services and are in addition to the terms and conditions that apply to:
  - 1.2.1 Your Accounts with the Bank; and
  - 1.2.2 the banking services that the Bank provides.
- 1.3 If there is a conflict, these Terms and Conditions will prevail.
- 1.4 All Instructional Materials provided to You by Us and Bacs form part of these Terms and Conditions.
- 1.5 Section 21 of these Terms and Conditions sets out the meaning of the various capitalised terms used in these Terms and Conditions.
- 1.6 You may not use the ASM for use with any other product or service without the prior written consent of the Bank. Where You wish to use the ASM with other products or services offered by the Bank these may be subject to additional terms and conditions.
- 1.7 You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that You provide to us for the purposes of providing payment services to You. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

#### 2 Use of the Service

- 2.1 Subject to and in accordance with these Terms and Conditions, You shall use the Alternative Security Method (ASM) to access and collect reports and modify certain reference data on the Bacs System if You have been sponsored by Us as a Service User and have been authorised by Us to use ASM (pursuant to the relevant provisions of the Bacstel-IP Service User Guide) for accessing the Bacs System.
- 2.2 You shall not be permitted to use ASM to access and collect reports from the Bacs System in Your capacity as Service User pursuant to Section 2.1 except via a Contact who is authorised to use ASM.
- 2.3 You shall not, and shall ensure that Contacts do not, use the Service for any unlawful purposes.
- 2.4 You shall not, and shall ensure that Contacts do not, use any service other than this Service to collect reports or maintain certain reference data on the Bacs System for Your Service User Number(s).
- 2.5 You shall not, and shall ensure that Contacts do not, do anything in connection with the Bacs System via the Service outside the United Kingdom, the Channel Islands or the Isle of Man which would or is reasonably likely to result in the Bacs System or Us being in breach of any applicable laws or regulations outside the United Kingdom, the Channel Islands or the Isle of Man.
- 2.6 Your Bacs Limit will be as agreed between Us and You before You enter into this Agreement as amended by agreement between us from time to time.

#### 3 Security

- 3.1 Before You can use the Service You must set up Your own appropriate security procedures.
- 3.2 You are responsible for ensuring that each Contact complies with the security procedures set out in these Terms and Conditions at all times.
- 3.3 You are responsible for ensuring that each Contact complies with Your own security procedures, these Terms and Conditions and any other Bank/Bacs advised procedures set out in the Bacstel-IP Service User Guide.
- 3.4 You shall at all times comply with the rules for the Service when using the Service.
- 3.5 You shall ensure that all Contacts check the information and data provided through the Service. If any such information or data is incorrect or incomplete, You must ensure that We are informed of this by following Our advised procedures.
- 3.6 You shall notify Us without delay by calling the Bank of Scotland Bank Bacstel-IP Helpdesk on 0345 266 0085 at any time if You become aware of or suspect:
  - 3.6.1 any non-compliance with these Terms and Conditions or the Service Requirements by any Contact or other person within Your Organisation; or
  - 3.6.2 any loss, theft, misappropriation or unauthorised use of a Password or Contact ID or any fraud in or breach or compromise of the security affecting the Service, giving reasonable details of the circumstances.
- 3.7 You shall further ensure that the Contacts take all reasonable steps to ensure that their Passwords and Contact IDs stay secret.

- 3.8 You shall ensure that each Contact changes his/her Access Code as required from time to time by the Bacs System and changes his/her Access Code if that Contact becomes aware or suspects that the Access Code is known or has been used by another person other than that Contact.

- 3.9 You shall make any notification to Us under this Section 3 in accordance with Section 14.3. We may require the notification to be confirmed in writing before taking any action.

#### 4 Carrying out Your instructions

- 4.1 You must not allow anyone other than Contacts authorised by You to use the Service.
- 4.2 You agree that the Primary Security Contacts are authorised by You to conduct Administration and that We do not need any further instruction or confirmation from You to implement the changes made by a Primary Security Contact performing Administration. You will inform Us in writing of any changes that We need to make.
- 4.3 We agree to settle payments associated with Bacstel-IP Transmissions submitted on Your behalf by a bureau where that bureau uses a trust service of another member of the Bacs System or a trust service provided by Us where the account specified in any such Bacstel-IP Transmission is maintained by You or a company related to You with the Bank.

- 4.4 All Transmissions must be sent in the manner specified in the Instructional Materials and in accordance with all security requirements. Receipt by Bacs of any Transmission containing payment instructions will constitute full and unconditional authority to Bacs and to Us to carry out or act upon that instruction. You may make Transmissions at any time but instructions will only be processed on Business Days during the operational hours referred to in the Bacstel-IP Service User Guide. Payment instructions are carried out by Bacs in accordance with the timescales set out in the Instructional Materials.

Once You have submitted Your Transmission You cannot withdraw Your authorisation to payment instructions in that Submission however You may be able to recall a particular transaction at any time up to 3pm on the Business Day before the payment is due to be debited from or credited to the Account.

- 4.5 The provisions of this Section 4.5 shall apply if You are a Micro-enterprise.
  - 4.5.1 Unless We can show that any Contact (or You) has acted fraudulently or without all reasonable care in keeping Contact IDs and Passwords safe, in accordance with security requirements You will not have to pay anything in respect of the use of Contact IDs or Passwords that:
    - are used before they are received;
    - are lost or stolen, provided a Contact or You tell us as soon as they or You become aware of such loss or theft.

- 4.5.2 Unless We can show that any Contact (or You) has acted fraudulently or without all reasonable care in keeping a Contact ID or Password safe in accordance with all security requirements set out in the Instructional Materials We will refund the amount of any unauthorised transaction and any interest and charges You have incurred and pay You any interest You have missed out on as a result of the transaction. Beyond this We will have no further liability to You.

**Warning:** If any Contact (or You) has acted fraudulently in connection with the use of a Contact ID or Password or has not taken all reasonable care in keeping a Contact ID or Password safe and in accordance with security requirements, You will be responsible for all losses arising out of or in connection with unauthorised transactions.

- 4.5.3 When We are assessing whether a payment transaction was authorised by You We cannot necessarily treat the use of the Contact ID or Password as sufficient evidence of such authorisation, although this is one of the factors that We will take into consideration.
- 4.6 Section 4.5 shall not apply if You are not a Micro-enterprise. Instead this Section 4.6 shall apply, and the provisions of the Payment Services Regulations 2017 that deal with unauthorised transactions shall be disapplied and replaced provided for herein.

- 4.6.1 We will only be liable to You for unauthorised transactions arising from the use of a Contact ID or Password after a Contact (or You) has notified Us of the loss or theft of the Contact ID or Password. Where a Contact (or You) have told Us that there has been an unauthorised transaction on the Account You will be liable for such transactions unless We are reasonably satisfied that the transaction was unauthorised. If the transaction was unauthorised and subject to You complying with any security obligations that We have notified to You relating to the relevant Contact ID or Password (including the security obligations set out in this Agreement), We will refund to the Account the amount of the transaction and any interest and charges You have incurred, and pay You any interest You have missed out on so that it is as if the unauthorised transaction had not taken place. Beyond this We will have no further liability to You for an unauthorised transaction.

**Warning:** If any Contact (or You) has acted fraudulently or without all reasonable care in keeping a Contact ID or Password safe and in accordance with security requirements You will be liable for all losses in respect of any unauthorised transactions made through that Contact ID or Password.

- 4.6.2 When We are assessing whether a payment transaction was authorised by You, We can treat the use of the Contact ID or Password as sufficient evidence to show that the payment was authorised by You or that You may have failed to:
- take all reasonable care to keep the Contact ID or Password safe; or
  - use the Contact ID or Password in accordance with our security requirements.
- 4.7 If a Transmission does not contain the correct information in relation to the making of payments, We will not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof but if We are promptly notified of any incorrect instruction We will make reasonable efforts to recover the funds and shall be entitled to make a charge for such activity. For procedures in relation to Transmissions sent in error, please refer to the relevant section of the Bacstel-IP Service User Guide.
- 4.8 We shall have no liability to You for any loss, damage or expense whatsoever that You incur due to the act or omission of any bureau through which You, as an Indirect Submitter make Transmissions whether through fraud, negligence, breach of duty or otherwise on the part of the bureau.
- 4.9 Bacs may contact Us after receipt of a Transmission for validation of the security details you have used to make the Transmission. We may refuse to validate a Transmission if We reasonably suspect that the Transmission is unauthorised or fraudulent. If We do decline to validate a Transmission You will be notified via Bacs.
- 4.10 We will be under no obligation whatsoever to settle any particular payment instruction unless:
- there are already sufficient cleared funds in the Account to make payment pursuant to that instruction; or
  - You have already been authorised to overdraw enough money on the Account to make payment pursuant to that instruction; and
  - the Bacs limit is not exceeded and has not been withdrawn or cancelled.
- 4.11 Payment transactions will be executed in £ sterling. Transactions made on the Account pursuant to the terms of this Agreement will be shown on the statements provided or made available for the Account. There will be one debit and/or credit, as appropriate, shown on Your statement for each Transmission containing payment instructions. You should check statements regularly. If there is an entry that seems to be wrong You should tell Us as soon as possible and at the latest within 13 months of when the payment left or should have left the Account (as applicable), so that it can be sorted out because otherwise You may not be entitled to a refund. Any delay in notification may also make correcting any error difficult. If We need to investigate a transaction You should co-operate with Us and the police, if we need to involve them. In addition to checking statements, You should notify Us as soon as possible by calling the Bank of Scotland Bank Bacstel-IP Helpdesk on 0345 266 0085 if You become aware of a transaction which has not been authorised by any Contact or You.
- 4.12 In order to comply with its requirements under the Bacs scheme rules, the Bank may refuse to process a Transmission and/or may recall a Transmission which has been submitted on Your behalf. We will contact you if such a circumstance arises.
- ## 5 Confidentiality
- 5.1 You shall keep any Bacs Confidential Information which You receive confidential at all times, and shall not:
- use such Bacs Confidential Information or any part of it for any purpose other than its use in Bacstel-IP or any payment, clearing or other scheme run by Bacs; nor
  - disclose such Bacs Confidential Information or any part of it to any person other than to those employees, agents, contractors or any member of Your Organisation to whom disclosure is necessary for their use of Bacstel-IP or any payment, clearing or other scheme run by Bacs, provided that You ensure that such persons to whom Bacs Confidential Information is disclosed are at all times subject to and maintain this obligation of confidentiality.
- 5.2 You are entitled to disclose the Bacs Confidential Information:
- to the extent necessary to comply with these Terms and Conditions;
  - to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental authority or regulatory authority or that a disclosure is legally required; and/or
  - where You are able to do so without breaching any legal or regulatory requirements, in which event You will give the owner of the Bacs Confidential Information in question written notice as soon as reasonably practicable of the intended disclosure.
- 5.3 These obligations do not apply to information which:
- You can show was known by You before You received such information (or learned of the same) under or in connection with Bacstel-IP or any payment, clearing or other scheme run by Bacs and had not previously been obtained under an obligation of confidence; or
- is in or comes into the public domain, and has not come into the public domain through a breach of these Terms and Conditions or any other confidentiality obligation; or
- You can show was independently developed by You; or
- is disclosed to You without restriction and without breach of any obligation of confidentiality by a third party who has the right to make such disclosure.
- 5.4 Where You cease to participate in Bacstel-IP or any payment, clearing or other scheme run by Bacs, You shall not be entitled to keep any Bacs Confidential Information except to the extent that You are required to do so in order to comply with any Applicable Requirements or to maintain a record of Transmissions or any other materials relating to Your participation in Bacstel-IP. The provisions of these Terms and Conditions continue to apply to You for so long as You retain any such Bacs Confidential Information.
- 5.5 The provisions set out in these Terms and Conditions are in addition to (and not in substitution for) all other confidentiality obligations between You and Us, Bacs and/or any member of Bacs, and any software provider.
- ## 6 Data protection
- 6.1 The Bank and You shall at all times comply with the Data Protection Act 1998 and any other applicable regulations or legislation, and in particular with the data protection principles set out in that Act.
- 6.2 Where personal data is provided or disclosed by You to Us or Bacs, You will ensure that all necessary consents have been obtained from the persons to whom those data relate, or that there is another lawful basis for that provision or disclosure of information, and that the purpose of the data processed is understood by Contacts, allowing Us and Our data processors (including Bacs) to receive such personal data and to use and process it in order to:
- provide the Service to You; and
  - validate and process Transmissions submitted by or on behalf of You.
- ## 7 Intellectual Property Rights
- 7.1 All right, title, interest and Intellectual Property Rights in the Bacstel-IP Materials shall vest in Bacs or its licensors, and, except to the extent set out in these Terms and Conditions, You shall obtain no right, title or interest in any Bacstel-IP Materials or in any Intellectual Property Rights therein.
- 7.2 We hereby grant You a licence to use and copy (but not to sublicense) the Bacstel-IP Materials, but only to the extent necessary to enable You to access the Bacs System via ASM.
- 7.3 We give no warranty that the Bacstel-IP Materials licensed to You shall not infringe the Intellectual Property Rights of any third party.
- 7.4 The licence set out in this Section 7 shall terminate automatically on any termination or suspension of Bacstel-IP by Bacs, any termination or suspension of the Service by Us and/or Your ceasing to maintain an Account with the Bank.
- 7.5 On such termination, You must destroy all copies of the Bacstel-IP Materials provided to You or which are otherwise in the Contacts' possession, custody or power.
- ## 8 Bacs Applicable Requirements
- 8.1 You shall:
- comply at all times with all Applicable Requirements; and
  - obtain and maintain at all times all necessary licences, consents, permissions and authorisations.
- ## 9 Introduction of viruses
- 9.1 You shall use all reasonable care (including, without limitation, the use of up-to-date Virus checking software) to prevent the introduction of any Viruses into, or any Virus contamination (including cross-contamination) of:
- any Transmissions; or
  - the Service; or
  - any PKI-based service used by any other participant to access Bacstel-IP; or
  - any Bacstel-IP related hardware or software.
- ## 10 Liability for loss
- 10.1 Notwithstanding anything to the contrary in these Terms and Conditions, if We are prevented, hindered, or delayed from or in performing any of Our obligations under these Terms and Conditions due to abnormal and unforeseeable circumstances beyond Our control (including any 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), then We shall not be liable to You or be obliged to perform Our obligations under these Terms and Conditions to the extent that We are prevented, hindered or delayed in Our performance by the abnormal and unforeseeable circumstances beyond Our control.
- 10.2 If You are a Micro-enterprise and We fail to execute (other than in situations where You have not provided us with all of the required information), or incorrectly execute a transaction on the Account pursuant to a Transmission in accordance with these Terms and Conditions, We will refund, where appropriate, the payment to the Account unless the payment was received by the payee's bank. We will also refund to You any interest and charges directly incurred by You on the Account and pay You any interest You have missed out on so that it is as if the defective payment transaction had not taken place.

- 10.3 Section 10.2 shall not apply if You are not a Micro-enterprise. Instead this Section 10.3 shall apply, and the provisions of the Payment Services Regulations 2017 that deal with incorrectly executed transactions shall be disapplied and replaced as provided for herein.
- 10.3.1 Our entire liability to You in contract, tort (including negligence), misrepresentation, restitution or otherwise arising out of the performance or contemplated performance of this agreement between You and Us, and/or Your use of the Service in any period of 12 months (or such lesser period as the agreement has been in force) up to the date when the liability was incurred, shall not exceed:
- the amount (if any) necessary to reimburse You in respect of any transaction as required by law, and
  - the amount of the fees paid by You for the Service in respect of that period or the sum of £5000 whichever shall be the greater.
- 10.4 You must compensate Us for any loss We suffer as a result of You breaching any of these Terms and Conditions or allowing any Contact to do so.
- 11 Electronic signatures**
- 11.1 All Bacstel-IP Transmissions submitted using ASM shall have the same legal effect, validity and enforceability as if such Bacstel-IP Transmissions had been in written rather than in electronic form provided that each party wishing to rely on such Bacstel-IP Transmissions has complied with the procedures relating to the use of ASM in the Service Requirements.
- 11.2 You shall not challenge the legal effect, validity and enforceability of a Bacstel-IP Transmission (including, in relation to this Section 11.2, any transmission that purports to be a Bacstel-IP Transmission) on the basis that:
- such Bacstel-IP Transmission is in electronic rather than written form; or
  - the Bacstel-IP Transmission constitutes a breach by You of these Terms and Conditions.
- 12 Suspension or withdrawal of the Service**
- 12.1 These Terms and Conditions shall continue until terminated in accordance with the provisions of this Section 12.
- 12.2 We may terminate this agreement:
- 12.2.1 on two months' written notice to You; or
  - 12.2.2 with immediate effect in any of the following circumstances:
    - where, in Our opinion, You are in breach of any provision of these Terms and Conditions (including, without limitation, any breach of the Service Requirements) or any other arrangement with Us, or You have caused an unauthorised overdraft; or
    - You have given Us notice under Section 3.6 above; or
    - where:
      - You become unable to pay Your debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986 or any amendment to or re-enactment of such legislation; or
      - a resolution is passed or a petition is presented for Your winding up; or
      - You compound with or enter into any arrangements with creditors; or
      - a receiver or administrator is appointed over any of Your property or assets or an administration application is presented or made for the making of an administration application 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 are dissolved or become bankrupt; or
      - any action is taken in any jurisdiction which is similar or analogous to any of the events set out in this Section 12.2.2 (c).
    - if You fail to maintain an account with the Bank
- 12.3 We may suspend the Service provided to You or in relation to any particular Contact at any time if:
- 12.3.1 the Bacs System has suspended or withdrawn its authorisation for ASM to be used in connection with Bacstel-IP; or
  - 12.3.2 We consider it appropriate to do so in order to protect the security, integrity or reputation of Bacstel-IP; or
  - 12.3.3 We consider there are reasonable grounds to suspect a compromise of security or any unauthorised or fraudulent use of the Service; or
  - 12.3.4 in the case where payments are made under a credit line there is in Our reasonable opinion a significantly increased risk that You may be unable to fulfil Your obligations to pay; or
  - 12.3.5 You have exceeded Your Bacs limit; or
  - 12.3.6 You, as an Indirect Submitter, fail to submit Transmissions through the bureau agreed with Us.
- 12.4 Upon any suspension or termination of the Service in accordance with these Terms and Conditions:
- 12.4.1 You shall not (and shall ensure that Your employees, contractors and agents shall not) use the ASM after such suspension or withdrawal unless and until, in the case of a suspension, such suspension is lifted by Us giving written notice to that effect to You; and
  - 12.4.2 You shall ensure that any hardware, software or documentation issued by Us and Bacs is returned to Us (or destroyed).
- 12.5 Subject to clause 12.2.2, this agreement may be terminated at anytime by You giving Us not less than one months notice.
- 12.6 Where any Contact ceases to be authorised by You to use the Bacstel-IP Service, You will immediately arrange to remove that Contact from the system and ensure the cancellation of their ASM access.
- 12.7 Ending Your use of the Bacstel-IP Service will affect Your instructions in the following way: if We have acted upon such instructions, We will try to cancel them at Your request if it is reasonable and possible to do so.
- 12.8 Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where We suspend the Service or access thereto We will send You a notice giving Our reasons for doing so. If We are unable to send You prior notice We will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail We will notify You that the supply of the Service has been resumed and will take such other action as is appropriate in pursuance thereof.
- 13 Communications and electronic records**
- 13.1 We and/or Bacs may monitor and record communications with You, Your agents, employees and contractors (including, but not limited to, Transmissions) for any purpose connected with Bacstel-IP which We and/or Bacs consider appropriate.
- 13.2 Records and audit logs maintained by Us or Bacs in relation to the Service, any Transmission or Bacstel-IP communication shall be deemed to be accurate until the contrary is proved, and, unless You are a Micro enterprise, the burden of proof that they are inaccurate shall lie with You.
- 14 Contacting each other**
- 14.1 We may contact You by post, telephone and electronically using the last details You supplied Us.
- 14.2 We may contact the Authorised Signatory or Primary Security Contact/ Additional Contact. It will be the responsibility of these persons to pass on any relevant information to Contacts or appropriate persons.
- 14.3 You can contact us in writing at Bacs Onboarding, Lloyds Banking Group, Ettrick House, 37 South Gyle Crescent, Edinburgh, EH12 9EB or by calling the Bank of Scotland Bank Bacstel-IP Helpdesk on 0345 266 0085 or such other number as We may notify to You.
- 14.4 We will update You in writing of any changes to contact details and/or procedure.
- 14.5 The language of these Terms and Conditions shall be English and communications and notices between the parties shall be in English.
- 15 About our charges**
- 15.1 We may charge You fees for the Service monthly in arrears and if We increase the fees or introduce a new fee or charge, We will give You written notice in accordance with Section 16.1.
- 15.2 We may debit those fees and charges from Your nominated current account or Your principal account if You fail to nominate one.
- 15.3 Details of Our charges are set out in the 'Account charges explained' brochure.
- 16 Our right to make changes to these Terms and Conditions**
- 16.1 We will notify You in writing, by post or by email at least two months before We make any change to these Terms and Conditions. You will be deemed to have accepted any such change if You do not notify Us to the contrary before the date any such change comes into effect. However if You do not accept any change:
- 16.1.1 You can end this agreement at any time before the change comes into effect; or
  - 16.1.2 Our notice of the change will be deemed to be notice of termination given under Section 12.2.1 and this agreement will terminate the day before any change comes into effect.
- 17 The validity of these Terms and Conditions**
- We have made every attempt to ensure the fairness of these Terms and Conditions. If any part proves not to be legally valid because it is unfair, it will not affect the rest and We are entitled to treat that term as changed in a way that makes it fair and valid.
- 18 Assignment and third party rights**
- We may transfer any and all of Our rights and duties under these Terms and Conditions. We shall be entitled to enforce any provisions of these Terms and Conditions but otherwise a person who is not a party to the agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions.
- 19 Governing law**
- This agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with either the laws of England and Wales if You are based in England and Wales or the laws of Scotland if You are based in Scotland. The courts of either England and Wales or Scotland (depending on where You are based) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with this agreement).
- 20 Definitions**
- To help Your understanding of wording or phrases used in these Terms and Conditions, We include these definitions for Your assistance.
- Access Code:** means the access code associated with a Contact ID as issued by the Bacs System to the relevant Contact or subsequently changed by the Bacs System or any Contact as contemplated by (amongst other documents) the Bacstel-IP Service User Guide.
- Account:** means an account with the Bank nominated by an Organisation for Bacstel-IP transaction payments and receipts. This account may be an individual account or a group account.

**Administration:** means the facility provided through Bacstel-IP to allow Contacts (depending on their granted privileges) to:

- set up new Contacts;
- allocate Contact access rights;
- amend Contacts' details;
- amend Contacts' access rights; and
- suspend or delete a Contact's authority.

**Alternative Security Method/ASM:** means a non-PKI-based method of accessing the System using a Contact ID and Password to provide secure access to low-risk functions on the Bacs payments services web channel (e.g. accessing reports, maintaining non-sensitive reference data).

**Applicable Requirements:** means any requirements in relation to Your use of the Service advised by Bacs in any form, whether in paper or electronic copy or given verbally, from time to time (including any guidelines set out in instruction materials, for example, the Bacstel-IP Materials) and any law, regulation, order, rule, guidance, voluntary code or standard applicable to You (including, without limitation, all import and export controls and requirements).

**ASM Contact:** means a Contact who accesses the Service via the ASM.

**Authorised Signatory:** means an authorised signatory on one or more Accounts who is designated by the Organisation under an authority or mandate given by the Organisation to the Bank as having authority to:

- apply for the Service on behalf of the Organisation; and
- appoint other Contacts.

**Bacs:** means Bacs Payment Schemes Limited and/or VocaLink Ltd as appropriate (and any successor entity or entities thereto).

**Bacs Confidential Information:** means all information of Bacs and any member of Bacs which is disclosed or made available to You in connection with, or for the purposes of using, Bacstel-IP and the Service and which:

- is by its nature confidential;
- is designated as confidential by the party who discloses it or to whom it relates; or
- You know or ought reasonably to know is confidential, including (without limitation);
- information relating to any customer of the Bank or any member of Bacs;
- any person to whom the Bank or any member of Bacs provides a service or any customer of such a person;
- information relating to the operation, internal management, structure, personnel, policies or business strategies of Bacs, the Bank, any member of Bacs or Bacstel-IP; and
- computer object or source codes and related documentation.

**Bacs System:** means the system relating to the automated clearing and settlement of payments operated by Bacs.

**Bacstel-IP:** means a service providing access into Bacs using Internet technologies and PKI or ASM.

**Bacstel-IP Materials:** means any materials, provided by Bacs to You or other Contacts in connection with the Service, including the Bacstel-IP Service User Guide.

**Bacstel-IP Service User Guide:** means the document entitled 'Service User Guide – Bacstel-IP' (Bacs document reference PN3763) provided by Bacs, as amended from time to time.

**Bacstel-IP Transmission/Transmission:** means an instruction, message, file or other communication which is transmitted in electronic form via Bacstel-IP to or from Bacs, including (without limitation) any such communication which allows access to or changes to be made to the Reference Database.

**Bank:** means the bank that holds the Account You access via the Service, being Bank of Scotland plc.

**Business Day:** means 9am to 5pm Monday to Friday other than public and bank holidays in the United Kingdom unless we notify you at different times for the processing of payments.

**Contact:** means a person who is authorised to access and use the Bacs System via Bacstel-IP (either using Digital Identification Service or ASM) on behalf of a member of the Bacs System (including for the avoidance of doubt the Bank) or a Service User (as the case may be).

**Contact ID:** means a unique alphanumeric identification code of up to 18 characters generated from a Contact's surname and a 6-digit number which is used for ASM with a Password.

**Indirect Submitter:** means a Service User who submits payments to Bacs via a bureau agreed by Us.

**Instructional Materials:** means all documents, information and other materials provided or made available to the Organisation, its employees, contractors or agents at any time by or on behalf of the Bank or Bacs in connection with the implementation and operation of Bacstel-IP, including, without limitation, the Bacstel-IP Service User Guide and the Applicable Requirements.

**Intellectual Property Rights:** means all intellectual property rights in any part of the world and includes, without limitation, patents, rights in inventions, registered and unregistered trademarks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, copyrights, database rights, rights in know how, and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing.

**Micro-enterprise:** means any enterprise, or group of enterprises of which it forms part, which at the time You enter into these Terms and Conditions, employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed EUR 2 million (or its equivalent).

**Organisation:** means a customer organisation sponsored by the Sponsoring Bank to use the Service.

**Password:** means the alphanumeric code used by each ASM Contact in association with Contact ID to allow access to the Service.

**PKI:** means a public key infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications).

**Primary Security Contact PSC:** means an individual authorised to access the Bacs System using ASM on behalf of Your Organisation and to whom a Contact ID and an Access Code have been issued by the Bacs System and who is authorised by Your Organisation to perform certain functions via the Bacs System including the ability to set up and maintain additional contacts. An Organisation must have a minimum of two Primary Security Contacts.

**Reference Database:** means the database held by Bacs which records details input by Bacs, the Bank and the Organisation, as the case may be, about the Organisation, including, without limitation, the levels of authorisation and permission in relation to Transmissions submitted to Bacs by the Organisation as part of Bacstel-IP.

**Service:** means the service operated through the Sponsoring Bank to use Bacstel-IP using ASM and more particularly described in the Instructional Materials. Unless otherwise expressly agreed with You the Service will apply only to instructions for payments in sterling.

**Service Requirements:** means the guidelines relating to the use of the Service issued by Us and Bacs from time to time, including the Instructional Materials.

**Service User:** means a company, group of companies, charity etc. that is sponsored by the Sponsoring Bank to use one or more Bacs services.

**Service User Number:** means a 6-digit number allocated by the Sponsoring Bank to a Service User to identify it uniquely to Bacs.

**Sponsoring Bank:** means Bank of Scotland plc, registered in Scotland number SC327000. Registered and head office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.

**Terms and Conditions:** means the terms and conditions in relation to Your use of the Service, as set out in this document, and the other documents referred to in it (including, without limitation, the Instructional Materials).

**Us:** means the Bank (and shall be deemed to include the Sponsoring Bank), and 'We' and 'Our' shall be interpreted accordingly.

**Viruses:** means viruses, worms, Trojan horses, malicious code, locking or destructive mechanisms or any thing or things similar to any of the foregoing or analogous to them.

**Writing:** for the purposes of these Terms and Conditions, means all forms of written communication, including electronic communication (not excluding e-mail and fax).

**You:** means the Organisation which is a customer of the Bank and which becomes registered with Us for use of the Service, and 'Your' shall be interpreted accordingly.

**Your System:** means the electronic equipment or other device used by the Contacts to access the Service.

## Other information

### Help and information

If You have any queries about the Bacstel-IP Service or require a copy of this Agreement or any document referred to in it, please contact the Bank of Scotland Bank Bacstel-IP Helpdesk on 0345 266 0085. These terms and conditions can also be found on Our website at [www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk).

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

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