Bacstel – IP Indirect Submitters

Contains additional terms and conditions for the Bacstel-IP Indirect Submitters service you receive from us.

1. Meaning of words we use

Access Code means the access code associated with a Contact ID issued by the Bacs System to the relevant Contact. This can also be changed by the Bacs System or any Contact in line with the Bacstel-IP Service User Guide.

Account means an account with us 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 service provided through Bacstel-IP to allow Contacts (depending on the rights granted to them) 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. This provides secure access to low-risk functions on the Bacs payments services web channel (for example, accessing reports and maintaining non-sensitive reference data).

Applicable Requirements means any requirements in relation to your use of the Service told to you by Bacs verbally or in **Writing** from time to time (including any guidelines set out in **Instruction Materials**, for example, the **Bacstel-IP Materials**). This also includes any law, regulation, order, rule, guidance, voluntary code or standard applicable to you (including all import and export controls and requirements).

ASM Contact means a Contact who accesses the Service by using the ASM.

Authorised Signatory means an authorised signatory on one or more **Accounts** who is granted rights by the **Organisation** under an authority or mandate given by the **Organisation** to us to:

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

Bacs means Bacs Payment Schemes Limited and/or VocaLink Ltd (and any successor entity or entities).

BANK OF SCOTLAND

Bacs Confidential Information means all information of Bacs and any member of **Bacs** that is disclosed or made available to you for using, **Bacstel-IP** and the **Service**. To be **Bacs** Confidential Information, it must be:

- by its nature confidential;
- described as confidential by the party who discloses it or to whom it relates;
- information you know or should reasonably know is confidential, including:
  - information relating to any customer of ours or any member of **Bacs**;
  - any customer of us or **Bacs**;
  - information relating to the operation, internal management, structure, personnel, policies or business strategies of **Bacs**, us, 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 that is sent in electronic form via Bacstel-IP to or from Bacs. This includes any communication which allows access to, or changes to be made to, the Reference Database.

Business Day means Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

Contact means a person who is authorised to access and use the Bacs System via Bacstel-IP (either using the digital identification service or ASM) on behalf of a member of the Bacs System (including us) 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 that 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 us or Bacs in connection with the implementation and operation of Bacstel-IP. This includes 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 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. These also include rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of these intellectual property rights.

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 connection with Contact ID to allow access to the Service.

PKI means a public key infrastructure service (which includes a certification authority, registration authority and certificate validation authority that are jointly 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 who has been issued with a Contact ID and an Access Code by the Bacs System. This individual must also have been authorised by your Organisation to perform certain functions via the Bacs System including the ability to set up and maintain additional contacts.

Reference Database means the database held by Bacs that records details that have been inputted by Bacs, us and the Organisation, about the Organisation. This includes the levels of authorisation and permission in relation to Transmissions sent 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 which is described in more detail in the Instructional Materials.

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 given by the Sponsoring Bank to a Service User to identify it to Bacs.

Sponsoring Bank means Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ (company no. SC327000).

Virus 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 means all forms of written communication, including electronic communication (not excluding email and fax).

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

2. What is the Bacstel-IP Indirect Submitters Service?

2.1 This Bacstel-IP Indirect Submitters Service allows you to submit payments to Bacs via a bureau agreed by us.

2.2 The Service applies only to instructions for payments in sterling.

3. What do you need to read to understand your agreement with us?

3.1 These Product Specific Conditions are just one part of the agreement between you and us relating to the **Service**. You also need to read:

- The General Conditions;
- The authority you have given to us relating to the **Service**;
- Your application form for the **Service**; and
- The Account Charges and Processing Times brochure.

3.2 These Product Specific Conditions apply in addition to:

- The terms of any facility letters you have entered into with us;
- The **Instructional Materials** provided to you by us or **Bacs**; and
- The terms and conditions relating to any **Accounts**.

4. What happens if the documents that make up the agreement say different things?

4.1 If these Product Specific Conditions say one thing, and the General Conditions say another, these Product Specific Conditions will apply.

4.2 If these Product Specific Conditions or the General Conditions say one thing, and the Instructional Materials say another, the Instructional Materials will apply.

5. Are there any rules that apply to how the Service can be used?

5.1 You must 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 for accessing the Bacs System. This must be done in line with the Bacstel-IP Service User Guide.

5.2 You are not allowed to use ASM to access and collect reports from the Bacs System in your role as a Service User unless you are using a Contact who is authorised to use ASM to do this.

5.3 You must not, and must make sure that Contacts do not use the Service for any illegal purposes.

5.4 You must not, and must make sure that Contacts do not, use any service other than this Service to collect reports or maintain reference data on the Bacs System for your Service User Number(s).

5.5 You must not, and must make sure 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 that would, or is reasonably likely to, cause us or the Bacs System to break any law.

5.6 Your Bacs limit will be agreed between us and you before you enter into these Product Specific Conditions and may be changed by agreement with us from time to time.

5.7 You may not use the ASM with any other product or service without getting our written approval before you do this. Where you wish to use the ASM with other products or services offered by us, extra terms and conditions may apply to that use of the ASM.

5.8 You must always:

5.8.1 follow all Applicable Requirements; and

5.8.2 obtain and maintain all necessary licences, consents, permissions and authorisations.

6. What security measures must you take in connection with this Service?

6.1 Before you can use the Service, you must set up your own appropriate security procedures.

6.2 The General Conditions set out some rules you must follow to keep your Accounts safe, but there are some extra things you need to do in relation to the Service. You are responsible for making sure that each Contact acts in line with the security procedures set out in Your Agreement at all times.

6.3 You are responsible for making sure that each Contact follows your own security procedures, these Product Specific Conditions and any other procedures set out in the Bacstel-IP Service User Guide that we or Bacs tell you about.

6.4 You must at all times follow the rules for the Service when using the Service.

6.5 You must make sure that all Contacts check the information and data provided through the Service. If any such information or data is incorrect or incomplete, you must make sure that we are told about this by following the procedures we have told you about.

6.6 You must tell us as soon as possible by calling the Bank of Scotland Bacstel-IP Helpdesk on **0345 255 0085** at any time if you become aware of or suspect that:

6.6.1 these Product Specific Conditions or the Service Requirements have not been followed by any Contact or other person within your Organisation; or

6.6.2 there has been any loss, theft or unauthorised use of a Password or Contact ID or any fraud in or breach of the security affecting the Service. You must also give us reasonable details about what has happened.

6.7 You must make sure 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.

7. How will we carry out your instructions?

7.1 You must not let anyone other than Contacts authorised by you use the Service.

7.2 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 tell us in Writing of any changes that we need to make. Your Organisation must have a minimum of two Primary Security Contacts.

7.3 We agree to settle payments associated with Bacstel-IP Transmissions submitted on your behalf by a bureau. We will do this where that bureau uses a trust service of another member of the Bacs System or a trust service provided by us. We will settle the payments where the account set out in any Bacstel-IP Transmission is maintained by you or a company related to you with us.

7.4 All Transmissions must be sent in the way set out in the Instructional Materials and in line with all Security Requirements. When Bacs receives any Transmission containing payment instructions, this will be full and unconditional authority to Bacs and to us to carry out that instruction. You may make Transmissions at any time but instructions will only be processed on Business Days during the times set out in the Bacstel-IP Service User Guide. Payment instructions are carried out by Bacs in line with the timescales set out in the Instructional Materials.

7.5 Once you have submitted your Transmission that you cannot withdraw your authorisation to the payment instructions in that submission. 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.

7.6 We will have no responsibility to you for any of your losses, damages or expenses which happen because of any act or omission of any bureau you use to make Transmissions. This exclusion of our responsibility for your losses will apply where the loss, damage or expense has occurred because of fraud, negligence, breach of duty or any other act or omission by the bureau.

7.7 Bacs may contact us after it receives a Transmission to check the security details you have used to make the Transmission. We may refuse to confirm the security details relating to a Transmission if we reasonably suspect that the Transmission is unauthorised or fraudulent. If we do refuse to do this, you will be told about this by Bacs.

7.8 Payment transactions will be executed in pound sterling.

7.9 To comply with its requirements under the Bacs scheme rules, we may refuse to process a Transmission and/or may recall a Transmission which has been submitted on your behalf. We will contact you if this happens.

8. How must you protect confidential information?

8.1 You must keep any Bacs Confidential Information that you receive confidential at all times, and must not:

8.1.1 use Bacs Confidential Information or any part of it for any reason other than for use in Bacstel-IP or any payment, clearing or other scheme run by Bacs; nor

8.1.2 disclose Bacs Confidential Information or any part of it to any person other than to your employees, agents, contractors or any member of your Organisation when this is necessary for their use of Bacstel-IP or any payment, clearing or other scheme run by Bacs. If you disclose this information to any of these people, you must make sure that these people meet the confidentiality obligations in this clause 8.

8.2 You are allowed to disclose the Bacs Confidential Information:

8.2.1 if you need to, to follow your responsibilities in these Product Specific Conditions;

8.2.2 to a third party if it is required by any court or by a governmental authority or regulatory authority or if a disclosure is legally required; and/or

8.2.3 where you are able to do so without breaking any legal requirements. If you are planning to disclose the Bacs Confidential Information, you will give the owner of the Bacs Confidential Information being disclosed written notice as soon as reasonably possible before your planned disclosure.

8.3 These obligations do not apply to information which:

8.3.1 you can show was known by you before you received or learned the information under or in connection with Bacstel-IP or any payment, clearing or other scheme run by Bacs and had not previously been given to you under an obligation for you to keep it confidential;

8.3.2 is in or comes into the public domain, and has not come into the public domain because these Product Specific Conditions or any other confidentiality obligation has been broken;

8.3.3 you can show was independently developed by you; or

8.3.4 is disclosed to you by a third party without that third party breaking any obligation of confidentiality.

8.4 Where you stop using Bacstel-IP or any payment, clearing or other scheme run by Bacs, you are not allowed to keep any Bacs Confidential Information. That is unless you are required to keep the information to meet any Applicable Requirements or to maintain a record of Transmissions or any other materials about your involvement in Bacstel-IP. These Product Specific Conditions continue to apply to you for so long as you hold any Bacs Confidential Information.

8.5 If there are other confidentiality obligations in place between you and us, Bacs and/or any member of Bacs, and any software provider, those obligations will also continue to apply.

9. Are any Intellectual Property rights granted in connection with the Service?

9.1 All rights, title, interest and Intellectual Property Rights in the Bacstel-IP Materials must be owned by Bacs or its licensors. You will not get any right, title or interest in any Bacstel-IP Materials or in any Intellectual Property Rights in those materials.

9.2 We 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.

9.3 We give no warranty that the Bacstel-IP Materials licensed to you will not infringe the Intellectual Property Rights of any third party.

9.4 The licence set out in this clause 9 will end automatically on any termination or suspension of Bacstel-IP by Bacs, any termination or suspension of the Service by us and/or you no longer having an Account with us.

9.5 On termination of the licence granted in this clause 9, you must destroy all copies of the Bacstel-IP Materials provided to you or which are in the Contacts' possession, custody or power.

10. What must you do to prevent Viruses?

10.1 You must use all reasonable care (including 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:

10.1.1 any Transmissions;

10.1.2 the Service;

10.1.3 any PKI-based service used by any other participant to access Bacstel-IP; or

10.1.4 any Bacstel-IP related hardware or software.

11. When are we each responsible for losses in connection with the Service?

11.1 This clause 11 sets out our responsibility to you for your losses in contract, tort (including negligence), misrepresentation, restitution or in any other way related to performance or expected performance of these Product Specific Conditions, and/or your use of the Service.

11.2 Our responsibility for those losses in any period of 12 months (or a shorter period if we have not been providing the Services for a full 12 months) up to the date when the losses were incurred, will not exceed:

(a) the amount (if any) needed to refund you for any transaction as required by law; and

(b) the amount of the fees paid by you for the Service for that period or the sum of £5,000, whichever is the greater.

11.3 Where you suffer loss because of Bacs, our responsibility under clause 11.2 will also be limited to what we may be able to recover from the Bacs scheme providers. For example, if we recover £2,000 then this will be passed onto you and you will not be able to recover more than that.

11.4 You are responsible us for any loss we suffer as a result of you breaking any of these Product Specific Conditions or allowing any Contact to do so.

12. How will electronic signatures be used?

12.1 All Bacstel-IP Transmissions submitted using ASM will have the same legal effect, validity and enforceability as if such Bacstel-IP Transmissions had been on paper rather than in electronic form. This will be the case as long as each party wishing to rely on such Bacstel- IP Transmissions has followed the procedures relating to the use of ASM in the Service Requirements.

12.2 You must not challenge the legal effect, validity and enforceability of a Bacstel-IP Transmission (including, in relation to this clause 12.2, any transmission that is intended to be a Bacstel-IP Transmission) on the basis that:

- such Bacstel-IP Transmission is electronic instead of on paper; or
- the Bacstel-IP Transmission involves you breaking these Product Specific Conditions.

13. When can the Service be suspended or withdrawn?

13.1 The General Conditions set out the circumstances when we are allowed to end the Service, but there are also some additional circumstances when we have the right to suspend the Service. We may suspend the Service:

13.1.1 immediately in any of the following circumstances:

(a) where, in our opinion, you have broken these Product Specific Conditions (including any breaking of the Service Requirements) or any other arrangement with us, or you have caused an unauthorised overdraft;

(b) you have given us notice under clause 6.6 above; or

(c) if you no longer have an Account with us.

13.2 We may suspend the Service provided to you or in relation to any particular Contact at any time if:

13.2.1 the Bacs System has suspended or withdrawn its authorisation for ASM to be used in connection with Bacstel-IP;

13.2.2 we consider it appropriate to do so in order to protect the security, integrity or reputation of Bacstel-IP;

13.2.3 you have exceeded your Bacs limit; or

13.2.4 you, as an Indirect Submitter, fail to submit Transmissions through the bureau agreed with us.

13.3 If there is a suspension or termination of the Service in accordance with these Product Specific Conditions:

13.3.1 you must not (and must make sure that your employees, contractors and agents must not) use the ASM. In the case of a suspension, this is unless and until the suspension is lifted by us telling you this in Writing; and

13.3.2 you must make sure that any hardware, software or documentation issued by us and Bacs is returned to us (or destroyed).

13.4 Where any Contact stops being authorised by you to use the Bacstel-IP Service, you must immediately arrange to remove that Contact from the system and make sure that their ASM access is cancelled.

13.5 Ending your use of the Bacstel-IP Service will mean that if we have acted on any instructions, we will try to cancel them at your request if it is reasonable and possible for us to do this.

14. Will communications be recorded?

We and/or Bacs may monitor and record communications with you, your agents, employees and contractors (including, but not limited to, Transmissions) for any reason connected with Bacstel-IP which we and/or Bacs consider appropriate.

15. Where will we send communications to about the Service?

We may contact the Authorised Signatory or Primary Security Contact. It will be the responsibility of these people to pass on any relevant information to Contacts or appropriate people that need to know the information that we have provided.

16. Where should you send communications to us about the Service?

16.1 You can contact us by calling the Bank of Scotland Bacstel-IP Helpdesk on **0345 266 0085** or any other number that we tell you can be used in connection with the Service.

16.2 We will update you in Writing of any changes to contact details and procedures.

17. How will we charge you for the Service?

17.1 We may charge you fees for the Service monthly in arrears.

17.2 We may debit those fees and charges from your nominated current account or your principal account if you fail to nominate one.

18. Notice of changes to the Service

The General Conditions set out how much notice we will give you to change the terms of the Service we provide. Where we are required by Bacs to change the Service immediately, we will not be able to give you this period of notice and instead will give you as much notice as we are allowed to by Bacs.

Tell us what you think of this communication.

We won't ask for any personal information in this survey.

Our service promise

Please let us know if you have a problem – we're here to help. See our complaints process on our 'Help & Support' page at **business.bankofscotland.co.uk/complaint**

Find out more

Speak to your relationship team

bankofscotland.co.uk/business

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

Please contact us if you would like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Relay UK. More information on the Relay UK service can be found at: relayuk.bt.com

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