

Bulk Cash Till Service

Bulk Cash Till Service Terms and Conditions

These Terms and Conditions are for products supplied by Bank of Scotland plc to customers with an annual turnover of £15m or more. If you have any queries please contact your relationship manager.

1. DEFINITIONS

The definitions and rules of interpretation in this clause apply in these Terms and Conditions (Conditions).

Account: means the bank account or accounts of the Customer held with the Bank specified in the Application Form (as may be amended from time to time by the Customer by notification in writing to the Bank);

Agreement: means the agreement between the Bank and the Customer comprising these Conditions and the Application Form;

Application Form: means the Bulk Cash Till Service application form to be completed by the Customer confirming its wish to receive the Services in accordance with these Conditions;

Bank: means Bank of Scotland plc, registered office The Mound, Edinburgh, EH1 1YZ;

Bulk Cash Till Collection Service: means a service comprising the receipt by the Security Company (acting on behalf of the Customer) of cash and credit slips from the Customer for deposit processing of notes and coins respectively at a Security Company bulk till centre, and preparing a Daily Balance Certificate for submission to the Bank in order for the Bank to conduct the Services;

Bulk Cash Till Delivery Service: means a service comprising the disbursement of cash by the Security Company (acting on behalf of the Customer) at a Security Company bulk till centre for onward delivery to the Customer, and preparing a Daily Balance Certificate for submission to the Bank in order for the Bank to conduct the Services;

Business Day: means a day (excluding Saturday and Sunday) on which banks are generally open for business in England and Wales (if the Account is held in England or Wales), or Scotland (if the Account is held in Scotland);

Commercial Banking website: means the website and associated services of the Bank appearing at www.lloydsbankcommercial.com or any other URL the Bank may select from time to time;

Customer: means the customer of the Bank specified in the Application Form who purchases the Services from the Bank;

Daily Balance Certificate: means a document prepared by the Security Company to enable the Bank to apply either credit or debit value to the Account (as the case may be);

Location: means the Customer's sites in England, Wales and Scotland which have been advised in writing to the Bank and the Security Company and where the Security Company collects and/or delivers cash (as the case may be);

Open Credit Limit: means the maximum amount authorised by the Bank which the Customer is permitted to withdraw in cash within a stipulated period of time under the Bulk Cash Till Delivery Service, as set out in the relevant Application Form and as may be amended by the Bank from time to time in accordance with clause 10;

Payment Services Regulations 2009: means the Payment Services Regulations 2009 (S.I. 2009/209) as amended or replaced from time to time;

Security Company: means the Bank approved security company contracted by the Customer (and acting solely on behalf of the Customer) to i) transport the cash (together with credit slips) from the Customer and deliver the same to such security company's bulk till centre for deposit processing of cash in relation to the Bulk Cash Till Collection Service and/or ii) transport cash from a nominated security company bulk till centre and deliver the same to the Customer in relation to the Bulk Cash Till Delivery Service (as the case may be);

Services: means the services to be supplied by the Bank to the Customer under this Agreement relating to the Bulk Cash Till Collection Service and/or the Bulk Cash Till Delivery Service (as the case may be) as detailed in clauses 4.1 to 4.7; and

Service Charges: means the applicable service charges payable by the Customer to the Bank and referred to in clause 6.1.

2. APPLICATION OF CONDITIONS

2.1 This Agreement shall prevail over any terms and conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance or a quotation or specification, or implied by trade custom, practice or course of dealing.

2.2 Notwithstanding clause 2.1, this Agreement operates in addition and is without prejudice to the terms and conditions and mandates applicable to the Account. In the event that there is a conflict between the Account terms and conditions and mandates and this Agreement, this Agreement shall prevail in so far as is necessary to resolve any conflict relating to the Services offered under this Agreement.

3. COMMENCEMENT AND DURATION

3.1 The Services supplied under this Agreement shall be provided by the Bank to the Customer from the commencement date of this Agreement and shall continue until the Agreement is terminated by one of the parties giving to the other not less than 30 days' written notice, unless this Agreement is previously terminated in accordance with clause 8.

4. SCOPE OF THE SERVICES

4.1 The Bank is irrevocably and unconditionally authorised to accept instructions from the Security Company to credit and/or debit the Account as if the Customer has authorised the credit and/or debit. Such instructions will be given by way of the Daily Balance Certificate. The Customer agrees that all such credits and debits shall be valid and effective in all respects and fully binding on the Customer.

4.2 The Bank will only accept the Daily Balance Certificate from the Security Company on a Business Day. Upon receipt of the Daily Balance Certificate from the Security Company, the Bank will credit or debit (as the case may be) the amount in the Daily Balance Certificate to the Account by no later than the next Business Day.

4.3 The Bank will report entries (either a consolidated single entry or individual entries) in respect of all cash deposits processed for each of the Accounts on each Business Day under the Bulk Cash Till Collection Service as well as entries (either a consolidated single entry or individual entries) in respect of all withdrawals processed for each of the Accounts on each Business Day under the Bulk Cash Till Delivery Service.

4.4 The Bank will have no liability to the Customer or to any third party in respect of any loss, damage or claim howsoever arising in respect of the collection, delivery and processing of the cash, and these activities do not form part of the Services. For the avoidance of doubt, the Bank will have no liability arising out of the Customer's separate contract with the Security Company, including, without limitation, any loss, damage or claim that results from the negligence, delay or omission of the Security Company. The Bank will take the amount in the Daily Balance Certificate at face value, and will be solely responsible for ensuring that the correct value as stated in the Daily Balance Certificate is duly credited or debited to the Account (as the case may be).

4.5 In respect of the Bulk Cash Till Delivery Service, the Bank will only make cash available within the Customer's Open Credit Limit. The Bank, in its sole discretion, may reject the Customer's request for a withdrawal on the basis that the Customer has exceeded its Open Credit Limit. The Bank's decision shall be final and the Customer will have no recourse against the Bank for any loss that it may suffer as a result of the Bank's refusal to make the cash available.

- 4.6 If an error is identified by the Bank in respect of a credit or debit entry to the Account, the Bank may in its sole discretion correct the entry. The Bank will notify the Customer in writing within 5 Business Days of making a correction. The Customer agrees that all corrections shall be valid and effective in all respects and fully binding on the Customer.
- 4.7 The Bank will make reasonable amounts of cash stationery items (note bands, note packets, coin sachets and bulk coin bags) available to the Customer if a request is made to the Bank:
- by telephone on 0207 775 2426; or
 - by e-mail at BoSBulkStationery@Lloydsbanking.com, or by such other contact methods as the Bank may from time to time advise the Customer.
- 5. CUSTOMER'S OBLIGATIONS**
- 5.1 The Customer must enter into a separate contract with the Security Company in respect of the Bulk Cash Till Collection and/or Bulk Cash Till Delivery Services (as the case may be) in order for the Bank to be able to provide the Services.
- 5.2 The Customer must contract with the Security Company approved by the Bank and it shall not change the Security Company without the Bank's prior written consent.
- 5.3 The Customer will not exceed its Open Credit Limit without the Bank's prior written consent.
- 5.4 The Customer will give the Bank at least 10 Business Days' notice of any changes to the Locations and shall ensure that such changes are notified using the relevant form specified by the Bank. The Bank will not be liable for any loss or damage arising from the Customer failing to advise the Bank of its Location changes.
- 5.5 If the Customer notices a discrepancy in respect of a credit or debit entry made by the Bank to the Account, it must notify the Security Company immediately and in any event within 30 days of becoming aware of the discrepancy. The Customer shall procure that the Security Company shall immediately advise the Bank of such discrepancy and liaise with the Bank as required to resolve any such discrepancy. Clauses 7.3 and 7.4 shall apply in respect of any failure to execute or incorrectly executed credit or debit entries on the Account.
- 5.6 The Customer warrants and represents that neither it nor any of its Affiliates is a consumer, micro-enterprise or charity for the purposes of the Payment Services Regulations and undertakes to inform the Bank in advance should this position change.
- 6. SERVICE CHARGES AND PAYMENT**
- 6.1 The Customer shall pay to the Bank the Service Charges calculated in the amounts and at the times and methods specified in the relevant tariff schedule issued by the Bank from time to time or as otherwise agreed between the parties in writing. The Service Charges will be directly debited to the customer's account as specified in the Application Form.
- 6.2 Service Charges do not include VAT (which shall be payable by the Customer at the applicable rate in addition to the Service Charges) or any other taxes or duties payable by the Customer in connection with the Services.
- 6.3 Without prejudice to any other right or remedy that the Bank may have, if the Customer fails to pay the Service Charges or any part thereof on the due date, the Bank may charge interest on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment, and suspend or terminate the Services until payment has been made in full. The Bank will act reasonably in exercising any of its rights aforesaid.
- 7. LIABILITY**
- 7.1 This clause 7 sets out the entire financial liability of the Bank (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of this Agreement and/or any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.3 If the Bank fails to execute, or incorrectly executes a credit or debit entry from the Daily Balance Certificate to the Account, the Bank shall be liable for any reasonable losses incurred by the Customer but only if they arise directly from the Bank's breach of this Agreement, its negligence, and the Bank might reasonably have expected such loss to result directly from such breach or negligence. The Bank's liability pursuant to this clause 7.3 shall be limited to:
- the amount (if any) necessary to reimburse the Customer as required by law in respect of the transaction pursuant to which the breach or negligence occurred; and
 - the amount of any interest and charges directly incurred by the Customer on the Account that would not have been incurred otherwise.
- Beyond this the Bank shall have no further liability to the Customer for a failure to execute a credit or debit entry on the Account properly or at all.
- 7.4 The Bank shall not be liable to the Customer for any failure to execute or for any incorrect execution of a credit or debit entry from the Daily Balance Certificate in the event that the Customer fails to comply with clause 5.5.
- 7.5 Nothing in this Agreement limits or excludes the liability of the Bank for death or personal injury resulting from negligence or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Bank, or any other liability on the Bank's part which cannot be excluded by law.
- 7.6 Subject to clause 7.5 the Bank shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits or loss of business or depletion of goodwill and/or similar losses or loss of anticipated savings or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 7.7 The Bank's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement in any period of one year shall be limited to the price paid for the Services during such period.
- 7.8 The Customer shall indemnify and hold the Bank harmless for any costs incurred, loss or damage or liability that the Bank or its agents suffer as a result of the Customer's breach of this Agreement. The indemnity is in addition to and shall not be in any way prejudiced by any other claim or right howsoever arising that the Bank might have in respect of the Customer. This indemnity shall survive the termination of this Agreement.
- 8. TERMINATION**
- 8.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:
- the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
 - an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
 - a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
 - the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or

- (f) the other party ceases, or threatens to cease, to trade; or
- (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

8.2 Additionally, the Bank may terminate without liability to the Customer immediately on giving notice to the Customer in the following circumstances, without prejudice to any other rights or remedies which the Bank may have:

- (a) the termination or expiry, for whatever reason, of any separate contract relevant to or affecting the provision of the Services by the Bank between: (a) the Customer and Security Company; and/or (b) the Bank and the Security Company;
- (b) the failure of the Customer to maintain funds within any Account sufficient to allow the Bank to make the appropriate deductions when required, in accordance with this Agreement and the provision of the Services, or the closure or termination of the Account, for whatever reason;
- (c) the Customer misuses the Services or otherwise is in contravention or breach of this Agreement; and
- (d) evidence of any fraudulent behaviour on the part of the Customer, or any of its employees, agents or third party contractors.

8.3 On termination of this Agreement for any reason:

- (a) the Customer shall immediately pay to the Bank all of the Bank's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Bank may submit an invoice, which shall be payable immediately on receipt; and
- (b) the accrued rights of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

9. FORCE MAJEURE

9.1 The Bank shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Bank or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

10. CHANGES TO TERMS AND CONDITIONS

10.1 The Bank may make changes to this Agreement. Changes will be notified to the Customer in writing and the Bank may direct the Customer to the Commercial Banking website where details of the change are posted.

10.2 If any change is to the Customer's disadvantage the Bank will give the Customer at least 30 days' notice in writing of the change. The Customer may, by notice in writing to the Bank to be received by the Bank no later than 60 days after the date of the Bank's notice as aforesaid, terminate this Agreement with immediate effect without additional charge. If a change is not to the Customer's disadvantage the change shall take immediate effect provided that the Bank shall notify the Customer of the relevant details within 30 days.

10.3 Copies of the latest documents comprising these terms and conditions and all other documents and material referred to herein are available on request from the Customer's relationship manager.

11. PAYMENT SERVICES REGULATIONS

11.1 The Payment Services Regulations 2009 apply to this Agreement except that all the provisions contained in those regulations which can be excluded in agreements with large businesses are excluded to the fullest possible extent possible.

12. SEVERANCE

12.1 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

12.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

13. ENTIRE AGREEMENT

13.1 This Agreement and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

13.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

14. ASSIGNMENT

14.1 The Customer shall not, without the prior written consent of the Bank, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

14.2 The Bank may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights and/or obligations under this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.2 No failure or delay by the Bank to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16. THIRD PARTY RIGHTS

16.1 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

17. NOTICES

17.1 Unless otherwise permitted under this Agreement, any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

17.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9:00 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

18. GOVERNING LAW AND JURISDICTION

18.1 The Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts, unless (a) the Customer is a company (or other incorporated body) and its registered office is situated in Scotland, (b) the Customer is a sole trader and its business operates from Scotland or (c) the Customer is an unincorporated body and its central management and control is exercised from Scotland, in which case the Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and the parties submit to the exclusive jurisdiction of the Scottish courts.

www.lloydsbankcommercial.com

Please contact us if you'd like this in Braille, large print or on audio tape.

We accept calls via Text Relay.

We may monitor or record phone calls with you 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. 327000. Telephone: 0845 780 1801.

Authorised and regulated by the Financial Services Authority under registration number 169628.

Service Promise

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

You can also find details on our website, at <http://www.lloydsbankcommercial.com/contactus/>