

Bank of Scotland Corporate MultiPay Terms and Conditions

We have inserted a number of headings into these terms and conditions in order to make them easier to read. The headings are not intended to affect the way that the terms and conditions are interpreted.

1 Definitions and interpretation

1.1 Where the words set out below are used with capital letters in these terms and conditions, they mean as follows:

Agreement: the agreement between the Bank and the Business under these terms and conditions and any other documents relating to the operation of the Cards signed between the Bank and the Business or notified by the Bank to the Business in accordance with these terms and conditions.

Authorisation: the consent we give to a merchant or its payment service provider (via the relevant Payment Scheme) to submit a Card Transaction for processing and settlement.

Bank, we or us: Bank of Scotland plc registered in Scotland with a registered office address of The Mound, Edinburgh EH1 1YZ and a registered company number of 327000 (and any successors or assigns of Bank of Scotland plc).

Billing Cycle: the period of one month between Statements.

Business, you or your: the Bank's customer and the business in whose name the Business Account is maintained by the Bank. Where the Business consists of two or more persons, this definition means all or any of them and their liability will be joint and several.

Business Account: the control account that governs the Services provided to the Business, (specifying the Scheme Limit, Cardholder Accounts, Diversion Account (where relevant) and Cardholder Limits), opened and maintained by the Bank in the name of the Business.

Business Day: a day (excluding Saturday and Sunday and public holidays) on which banks are generally open for business in England.

Card: a Corporate Multipay Card (including any renewal or replacement card) or an Embedded Card issued to the Business under the Agreement for use by a Cardholder (or also a User in the case of an Embedded Card only) on its behalf.

Card Number: the 16 digit number which identifies each individual Card and appears on the face of the Card.

Card Transaction: any payment made, or cash advance obtained, by use of a Card (or the Card Number) which is debited to a Cardholder Account, the Business Account or the Diversion Account where relevant.

Cardholder: any employee, contractor or agent of the Business authorised by the Business from time to time to use a Card issued by the Bank in his or her name.

Cardholder Account: a sub account that governs the Services provided to a Cardholder (as agent for the Business) (including the Cardholder Limits), opened and maintained by the Bank for each Card issued by the Bank.

Cardholder Application: the application to the Bank from each Cardholder, containing the Conditions of Use.

Cardholder Limit: the sums approved by the Bank under clause 3.16 as the maximum amounts of spending permitted for each Cardholder during a Billing Cycle (including any Card Transactions not yet debited and any Authorisations the Bank has given in respect of prospective Card Transactions). A Cardholder Limit cannot exceed the Scheme Limit.

Cardholder Statement: the statement of a Cardholder's Card Transactions provided or made available by the Bank to each such Cardholder under clause 6.8.2.

Charges: the charges applicable to the Services which are agreed with the Business at the start of the Agreement (as may be varied from time to time pursuant to clause 9.2). Details of charges can be found at <http://business.bankofscotland.co.uk/commercial-terms/> or as otherwise notified to you in writing from time to time in accordance with the Agreement.

Charity: any body whose annual income, at the date of entering into the Agreement, is less than £1 million and is:

- (i) in England and Wales, a charity as defined by section 1 (1) of the Charities Act 2006;
- (ii) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- (iii) in Northern Ireland, a charity as defined by section 1 (1) of the Charities Act (Northern Ireland) 2008.

Company Pay Facility: the payment method by which the Business pays the Bank for Card Transactions and Charges applied to the Business Account. Such Card Transactions and Charges will be identified as "Company Pay" transactions on the application forms.

Conditions of Use: the conditions for a Cardholder's use of the Card (as amended from time to time) which can be found on the Website.

Diversion Account: a separate account from the Business Account and Cardholder Account that initiated the Card Transaction and to which the Business has chosen to post certain Card Transaction types. All Card Transactions on this account will be paid by the Business, even if the overall programme is Individual Pay Facility.

Embedded Card: Card details (including any renewal or replacement details) issued to the Business under the Agreement for use by Cardholder or Users to make purchases through a Supplier.

Individual Pay Facility: the payment method by which the Cardholder may pay the Bank for Card Transactions and Charges on their Cardholder Account (at the Cardholder's option and without the Cardholder being liable to make any such payment).

Insolvent:

- (i) if you are an individual, where you or any other person takes (or threatens to take) any step in connection with:
 - your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
 - the appointment of a receiver in respect of you under the Mental Health Act 1983;
 - the appointment of any other, receiver or manager of any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
 - you cease or threaten to cease to carry on business;
- (ii) if you are a company, partnership, limited partnership or limited liability partnership, where you (or any other person) takes (or threatens to take) any step in connection with:
 - any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
 - the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
 - the appointment of a receiver or any similar officer in respect of you or any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
 - you cease or threaten to cease to carry on business.

Liability: liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement, in each case howsoever caused including (without limitation) if caused by negligence.

Lloyds Banking Group: Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Micro-Enterprise: an enterprise which, at the date of entering into the Agreement, employs fewer than ten (10) persons and its annual turnover and/or annual balance sheet total does not exceed two (2) million euro.

Non-sterling Card Transactions: any transactions performed by a Cardholder or User with a Card in a currency other than sterling.

OCMS: online card management service tool which is the internet based Card enquiry and maintenance service provided in respect of a Card. OCMS includes but is not limited to the services called commercial card internet servicing (CCIS) and commercial cards data management (CCDM).

OCMS Conditions of Use: the conditions of use applicable to the use of OCMS which are accessed and agreed when a Programme Administrator and/or a Cardholder enrolls for the service via the Website.

Payment Account: the account (which must be a business account and not a consumer account) nominated by the Business and/or Cardholder for payment of Card Transactions and Charges (and if a Cardholder Account, such payment being at the Cardholder's option and without the Cardholder being liable to make any such payment).

Payment Instrument:

- (i) any personalised device; or
- (ii) any personalised set of procedures agreed between you and us such as the use of a password, security details, Embedded Card details or a PIN, used by you, a User or a Cardholder to instruct us to execute Card Transactions for you.

Payment Scheme: Mastercard.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-sterling Card Transactions to convert them to the currency of the Cardholder Account, which can be found at www.mastercard.com/global/currencyconversion.

Payment Services Regulations: the Payment Services Regulations 2017 (S.I. 2017/752).

PIN: a personal identification number issued to a Cardholder.

PIN Management Services: functionality available at the Bank's ATMs which allows a Cardholder to change and unlock their PIN.

Programme Administrator: a representative or representatives nominated by the Business from time to time on the forms provided by us for this purpose, or through OCMS, and who will carry out the functions set out or referred to in the Agreement as being for the Programme Administrator.

Scheme Limit: the sum specified (in writing) from time to time by the Bank, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card Transactions not yet debited and any Authorisations given in respect of prospective Card Transactions) permitted per Billing Cycle by the Business on all of the Cardholder Accounts.

Services: the facilities to be provided by the Bank under the Agreement, together with any other services associated with a Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.

Statement: a statement of the Business Account (or Diversion Account, where relevant) setting out a record of all Card Transactions and Charges incurred for each Cardholder Account that were not included on previous statements.

Supplier: any person or entity who agrees, by arrangement with the Bank and/or the Payment Scheme, to accept a Card as payment for goods and/or services.

TPP: a third party provider, authorised by law to access information from your payment accounts. For example this might include an account aggregator which gives you a consolidated view of your account information across multiple providers.

User: any employee, contractor or agent of the Business authorised by the Business from time to time to use Embedded Card details which are in a Cardholder's name to make purchases through a Supplier.

Website: the website and associated services of the Bank appearing at www.bankofscotlandbusiness.co.uk or any other URL as the Bank may notify to you from time to time.

- 1.2 In these terms and conditions, when we refer to a statute or statutory provision, this includes any subordinate legislation made under it and any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of that statute, statutory provision and/or subordinate legislation which are in force from time to time.

2 Term

The Agreement will continue indefinitely until you or we end it in accordance with the terms of the Agreement.

3 Use of the Card

- 3.1 Following the signing of the application form relating to the Agreement by the Bank and the Business, the setting up of the Business Account, (the Diversion Account where relevant), the Scheme Limit, and Cardholder Limits and all other administrative arrangements, the Bank will make Cardholder Accounts available to the Business.
- 3.2 The Business may apply for Cards to be issued to new or additional employees, contractors or agents of the Business.
- 3.3 The Business should distribute the Cardholder Applications to those employees, contractors or agents that it wishes to have access to the Services or a Programme Administrator may be able to apply through OCMS.
- 3.4 The Business will procure:
- 3.4.1 that the employees, contractors or agents complete and return the Cardholder Applications to the Programme Administrator; and
 - 3.4.2 that the Programme Administrator sends these on to the Bank as soon as reasonably practicable; or
 - 3.4.3 that the Programme Administrator completes the process for opening a new Cardholder Account on OCMS.
- 3.5 Following the Bank's receipt of duly completed Cardholder Applications or request for a new Cardholder Account on OCMS the Bank will either send Cards to the Programme Administrator for distribution, or send the Cards direct to the Cardholders.
- 3.6 The Business will ensure that:
- 3.6.1 the Programme Administrator distributes the Cards he or she receives from the Bank to the Cardholders on receipt and provides a link to the Conditions of Use on the Website and notifies Cardholders of changes to those Conditions of Use;
 - 3.6.2 the Programme Administrator advises each Cardholder of the Cardholder Limit applicable to that Cardholder;
 - 3.6.3 all Cards are signed immediately upon receipt and are activated following instructions provided by the Bank on the enclosed documentation;
 - 3.6.4 the Cardholder and any User complies at all times with the Conditions of Use;
 - 3.6.5 any changes to the Programme Administrator will be notified in writing to the Bank by an authorised signatory of the Business;
 - 3.6.6 any Programme Administrator is a fit and proper person at all times;
 - 3.6.7 Cardholders and Users follow such security and other procedures as the Bank stipulates for use of Cards, and Embedded Cards (as applicable), at all times (including, without limitation, the security procedures set out in clause 3.8); and
 - 3.6.8 no Cardholder or User is under any liability to make any payment and no representation or statement is made by the Business or any of its employees, contractors or agents (including Programme Administrators) which purports to impose liability on the Cardholder for the making of any such payment.
 - 3.6.9 A Cardholder with an Embedded Card can only pass the Card details onto Suppliers for use (as applicable).
- 3.7 You must use, and you must ensure that any Cardholder or Users uses, any security devices and Payment Instruments, and any Embedded Card details (as applicable) provided by us in accordance with any instructions that we give to you and you must take, and you must ensure that any Cardholder or Users takes, all reasonable steps to keep them safe.
- 3.8 You must take, and you must ensure that any Cardholder takes, the following steps:
- 3.8.1 do not give or disclose details relating to any Cardholder Account, the Business Account or the Diversion Account to anyone else or allow anyone else to use them;
 - 3.8.2 do not give or disclose details relating to any security devices or Payment Instruments or Embedded Card (as applicable) to anyone else or allow anyone else to use them;

- 3.8.3 do not choose a PIN or any security details that are easy for someone else to guess;
- 3.8.4 store all information relating to any Cards, any Cardholder Accounts, the Business Account, Embedded Cards (as applicable), and the Diversion Account safely and dispose of any information securely and permanently;
- 3.8.5 inform us as soon as possible if you do not receive a Statement, or a Cardholder does not receive a Cardholder Statement, or any other financial information that you or a Cardholder is expecting to receive from us; and
- 3.8.6 ensure that any PIN is protected by memorising it, destroying the written notification of the PIN as soon as possible after receiving it and not writing it or any security details on (or keeping them with) a Card or other financial documents or writing them in a recognisable way.
- 3.9 If any Cardholder leaves the employment of the Business and/or ceases to be an employee, contractor or agent of the Business, or on the death of a Cardholder:
- 3.9.1 the Business must inform the Bank (on the form the Bank provides or through OCMS) within seven Business Days of this happening;
- 3.9.2 the Business' obligations under the Agreement will continue in full force;
- 3.9.3 the Business will take steps to ensure the Card is recovered and destroyed (cut into two through the chip), and the Business may be required to return the Card to the Bank;
- 3.9.4 the Business will remain liable to the Bank for all Card Transactions including any new Card Transactions made before the Card is destroyed (cut into two through the chip) or before the Embedded Card details are destroyed (as applicable);
- 3.9.5 the Bank may cancel the existing Embedded Card details and issue new Embedded Card details to the Business; and
- 3.9.6 the Business will ensure that that Cardholder's Embedded Card details will no longer be used with any Supplier.
- 3.10 Each Card may only be used within the Cardholder Limit. In deciding whether or not this has been exceeded, the Bank will take into consideration the amount of any Card Transaction not yet debited and any Authorisations the Bank has given in respect of prospective Card Transactions.
- 3.11 All Non-sterling Card Transactions will be converted to the currency of the Cardholder Account and debited to the Cardholder Account (or Business Account or Diversion Account where relevant). All Non-sterling Card Transactions will be converted to the Cardholder Account currency at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Cardholder Account (or Business Account or Diversion Account, where relevant) which may be after the day the Card Transaction is carried out. Any cash advances will be subject to a cash advance fee and if non-sterling cash is withdrawn or purchased it will also be subject to the Non-sterling Card Transaction fee. The Non-sterling Card Transaction fee of 2.75% (which may be amended from time to time in accordance with clause 15) is added to the converted Cardholder Account currency amount and this fee and the converted Cardholder Account currency amount will be shown on the Statement and the Cardholder Statement.
- 3.12 The Business undertakes to ensure that no Card is used in a manner prohibited by law and, in the case of a Business which is a body corporate, the provisions of Part 10 Section 197 of the Companies Act 2006.
- 3.13 The Business (via a Programme Administrator) may from time to time apply for Cards to be issued to new Cardholders, or terminate the authority of any Cardholder to use a Card on forms provided by us for these purposes or through OCMS. Termination of a Cardholder's authority will only be effective if accompanied by the relevant Card cut into two through the chip. However, the Bank will make reasonable efforts to terminate a Cardholder's authority before the previous requirements have been met where it is believed that the Cardholder may have made or may make unauthorised use of the Card.
- 3.14 A Programme Administrator may not apply for and authorise their own Card. In the event that there is only one Programme Administrator appointed, a new Programme Administrator should be appointed.
- 3.15 The Business (via a Programme Administrator) may request an increase in the Scheme Limit by contacting their Relationship Manager and completing the form provided by the Bank. All requests will be subject to the Bank's usual credit review and approval process.
- 3.16 When the Business makes a request under clause 3.15, the Business will advise the Bank of any change it proposes to any Cardholder Limit which the Bank, subject to clause 3.17, will confirm and put into effect. The Business will advise the relevant Cardholder of the change in their Cardholder Limit, together with the date notified by the Bank when the change will take effect.
- 3.17 A Cardholder Limit cannot be increased by the Business if it would result in the Cardholder Limit exceeding the Scheme Limit.
- 3.18 No Cardholder, Card Number or PIN may be used for any illegal purpose or outside the period shown on the Card or any expiry period given for the Embedded Card or if the Bank has cancelled or put a stop on the Card.
- 3.19 Each Cardholder will be separately issued with a PIN to use on the relevant Cardholder Account which will allow them to authorise payments at Suppliers, use PIN Management Services at ATMs, and make cash withdrawals from ATMs or at branch counters and purchase currency or travellers' cheques from a travel bureau or other outlet providing similar services (where the cash advance facility has been allowed by the Business). This is a security measure designed to protect against unauthorised access to each Cardholder Account. The PIN will only be known by the respective Cardholder and the PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When each Cardholder receives their PIN they can change it and select one of their own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed.
- 3.20 The Bank may from time to time issue Cardholders with additional security codes or require them to comply with additional security measures for the Authorisation of payments made via Suppliers' websites. Where the Bank does so, the Bank will send details either to the Programme Administrator for distribution or directly to Cardholders, together with any applicable additional terms and conditions. The Business will ensure that each Cardholder uses any additional security codes or complies with any additional security measures issued or required by the Bank under this clause in accordance with any applicable additional terms and conditions.
- 3.21 We will treat a payment instruction requesting that we execute a payment to have been received by us at the time that it is actually received by us, unless we are instructed to carry out a Card Transaction on a future date or a series of recurring Card Transactions on future dates.
- 3.22 If we are instructed to carry out a Card Transaction on a future date or a series of recurring Card Transactions on future dates, we will treat the date that we are required to carry out the Card Transaction as the date that we receive the payment instruction (this is known as the date of deemed receipt).
- 3.23 If we receive (or are deemed to receive) any payment instruction after the cut-off time on any Business Day or on a day which is not a Business Day, we will treat that payment instruction to have been received by us on the next Business Day. You can find our payment cut-off times on our Website.
- 3.24 A Card Transaction will be regarded as authorised by both the Business and a Cardholder where a Cardholder authorises a Card Transaction by following the instructions provided by the Supplier to authorise the Card Transaction, which includes:
- 3.24.1 entering a PIN or providing any other security code;
- 3.24.2 providing the CVV code to a Supplier;
- 3.24.3 signing a sales voucher;
- 3.24.4 waving or swiping a Card over a card reader;
- 3.24.5 inserting a Card and entering the relevant PIN to request a cash withdrawal at an ATM;
- 3.24.6 where a Cardholder or User uses an Embedded Card to make a purchase through a Supplier; or
- 3.24.7 making a request for a cash withdrawal at any bank counter or making a request to purchase currency or travellers' cheques from a travel bureau or other outlet providing similar services (where the cash advance facility has been allowed by the Business).
- 3.25 Once a Card Transaction is regarded as authorised by the Business and a Cardholder in accordance with clause 3.24, such authorisation can only be withdrawn where we have been instructed to:
- 3.25.1 carry out a Card Transaction on a future date; or
- 3.25.2 carry out a series of recurring Card Transactions,
- in which case, a Card Transaction can be cancelled by the Business or the Cardholder telling the Supplier, the other party that the Cardholder has made the arrangement with or us, provided that the Business or the Cardholder gives notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.
- 3.26 If you and/or a Cardholder withdraws authorisation in relation to a series of recurring Card Transactions, we will treat this as you and/or the Cardholder (as applicable) withdrawing authorisation for all future Card Transactions in the series, unless you and/or the Cardholder notify us otherwise.
- 3.27 Once the Business or the Cardholder has notified us that they withdraw authorisation for a Card Transaction, we will not carry out the relevant Card Transaction(s). However, it is your responsibility to notify anyone who was expecting to receive such payment(s) and we will not be responsible for any loss or damage that you may suffer if you fail to do so.

- 3.28 We may ask for clarification of which Card Transaction the Business or the Cardholder is stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone you make regular payments to if your account is closed or a Card Number changes otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.
- 3.29 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of a Card Transaction that a Cardholder wants to make. Therefore there may be a delay before the Supplier processes a Card Transaction, and the Cardholder might not always be able to make a Card Transaction straight away, or at all.
- 3.30 If Authorisation for a Card Transaction is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Scheme Limit. You, or a Cardholder, or User will usually find out that we have refused to authorise a Card Transaction if a Supplier asks for payment by another method or the ATM will not dispense cash. However, a Supplier may be unable to immediately give notice that a Card Transaction has been refused. We are not responsible for any loss if a Supplier refuses to accept a Card or we refuse to authorise a Card Transaction or delay in doing so.
- 3.31 The Authorisation of a Card Transaction referred to in clause 3.29 can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 3.32 If we are authorised in advance to make a future Card Transaction and the amount of the transaction is not known, we may reserve funds in the relevant Cardholder Account if you or the Cardholder consent to an exact amount of funds to be reserved. Reserved funds will be released when we are made aware of the amount of the Card Transaction.
- 3.33 The Bank has the right to decline to process or delay processing any Card Transaction, and the Bank will not have any responsibility to you for any loss or damage that you may suffer as a result, if:
- 3.33.1 you are in breach of the Agreement;
- 3.33.2 the Card Transaction would exceed the relevant Cardholder Limit or the Scheme Limit;
- 3.33.3 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction;
- 3.33.4 the Card Transaction seems unusual when considering the way that the relevant Cardholder Account is normally used or we reasonably believe a Card Transaction may be fraudulent;
- 3.33.5 by processing the Card Transaction, we would infringe any law, regulation or the rules of the payment system under which the Business Account is issued or any industry good practice;
- 3.33.6 not acting on the instruction to process the Card Transaction or delaying to act on the instruction would assist us with complying with applicable money laundering laws or regulations;
- 3.33.7 we consider that the instruction to process the Card Transaction is inaccurate or requires further explanation;
- 3.33.8 by acting upon the instruction to process the Card Transaction, it would breach the Agreement or any operating limits relating to the Agreement;
- 3.33.9 the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place); and/or
- 3.33.10 any of the circumstances in clause 13.2.2 occur.
- 3.34 If we have declined to process a Card Transaction, we will provide and/or make available to you on request details of the reason(s) for the refusal as soon as is practicable unless the law prevents us from doing so or it would undermine our security measures. We will also include details of how to correct any errors which led to our refusal, if appropriate. To request this information, please contact our customer services centre by telephone on 0800 096 4496 (if abroad +44 1908 544059), this customer service helpline is available 24 hours a day seven days a week for assistance if your Card Transaction has been declined.
- 4 Third Party Providers (TPPs)**
- 4.1 Your Programme Administrator will be able to give consent to a TPP to access the information on your Business Account for you, as long as the TPP is open and transparent about its identity and acts in accordance with relevant regulatory requirements. You must be registered for OCMS to do this. We will treat any instruction from a TPP as if it were from you.
- 4.2 We may refuse to allow a TPP to access your account information if we are concerned about fraudulent or unauthorised access by that TPP. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful.
- 4.3 We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.
- 4.4 If you use a third party card issuer they may be able to request confirmation from us that you have the necessary credit available on your Business Account for them to approve a Card Transaction. We will only respond to a request if you have given us explicit consent to do so.
- 5 OCMS**
- 5.1 We grant the Business the non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by the Programme Administrator and Cardholders subject to the Agreement and the OCMS Conditions of Use.
- 5.2 The rights and obligations of the Programme Administrator in relation to the use of OCMS are the same as for Cardholders as set out in this clause 5.
- 5.3 To access OCMS each Cardholder must agree to the online OCMS Conditions of Use. Upon enrolling for OCMS a Cardholder must choose a user identification and a password. The Business agrees that it will not, and it will ensure that all Cardholders and the Programme Administrator will not, engage in any unacceptable use of OCMS, including, without limitation, the activities set out in clause 5.6.
- 5.4 OCMS may contain inaccuracies and typographical errors and the Business acknowledges and agrees that OCMS, any related services and any information provided pursuant to OCMS, will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 5.5 The Business will ensure that Programme Administrators and Cardholders:
- 5.5.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 5.5.2 ensure that personal and other data provided to the Bank are properly maintained, accurate and up to date;
- 5.5.3 comply with all applicable security procedures and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that someone else may know them; and
- 5.5.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 5.6 The Business will ensure that only the Programme Administrator and Cardholders are permitted access to OCMS and that each of them complies with the OCMS Conditions of Use. The Business will ensure that the Programme Administrator and Cardholders will not:
- 5.6.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 5.6.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 5.6.3 use OCMS other than for the Business' business purposes;
- 5.6.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 5.6.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under the Agreement or any copies thereof whether in the form of user guides or otherwise;
- 5.6.6 use accounts, account numbers or attempt to authorise transactions through accounts for which they do not have full authority to conduct such activities;
- 5.6.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 5.6.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 5.6.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on OCMS;
- 5.6.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;

- 5.6.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 5.6.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 5.6.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt OCMS or any network connected thereto; or
- 5.6.14 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing or use as an application service provider or service bureau use.
- 5.7 The Business acknowledges that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in the Agreement gives the Business, the Programme Administrator or Cardholders any right, title or interest in any such intellectual property
- 5.8 The Business will access OCMS at its own cost through its own service provider using its own equipment and will at all times be responsible for ensuring that it is compatible with the relevant requirements for access to and use of OCMS. The Business acknowledges that its systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. The Business is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via OCMS or otherwise and the Bank will not be liable for any loss or damage caused thereby.
- 5.9 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 5.10 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 5.11 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 5.12 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for the Business' inability to use OCMS howsoever this arises.
- 5.13 The Bank may modify OCMS, suspend the availability or provision of OCMS or terminate your use of OCMS at any time on reasonable grounds relating to:
- 5.13.1 maintenance or enhancement;
- 5.13.2 breach of security or breach by the Business of any of its obligations hereunder;
- 5.13.3 the Business' failure to agree to any changes to the terms of use relating to the OCMS; or
- 5.13.4 the Business' use, or attempted use, of OCMS in an unauthorised manner;
- and whenever practicable the Bank will notify the Programme Administrator accordingly.
- 5.14 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 5.15 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of the Agreement and the Business will ensure that OCMS and each part thereof is deleted from all electronic media, including intranet and electronic storage devices operated for and on behalf of the Business.
- 5.16 Subject to clause 18 and to the extent permitted by relevant law or regulation, the Business will indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Business or a Cardholder or the unauthorised use of OCMS or any failure on the part of the Business (including the Programme Administrator and Cardholders) to comply with their respective obligations under the Agreement and any other reasonable instructions issued by the Bank from time to time.
- ## 6 Statements and Repayment
- 6.1 If there have been any Card Transactions or Charges in any Billing Cycle on a Cardholder Account, Diversion Account or Business Account, the Bank will prepare a Statement and provide it or, upon request, make it available to the Business.
- 6.2 You agree that the following information may be provided in the Statements that we provide or make available to you in a Billing Cycle. In relation to any specific Card Transactions you can also request and we will provide to you the following information by post, by e-mail or by other agreed manner and there may be a charge associated with this service where this information is requested more than once a month:
- 6.2.1 a reference enabling you to identify the Card Transaction;
- 6.2.2 where appropriate, information that we have received relating to the beneficiary of the payment;
- 6.2.3 the amount of the Card Transaction in the currency in which the relevant account was debited or in the currency used for the payment order;
- 6.2.4 the amount of any charges for the Card Transaction and, where applicable, a breakdown of those charges, and/or any interest payable by you;
- 6.2.5 where applicable, the exchange rate used in relation to the Card Transaction and the amount of the Card Transaction after the currency conversion; and
- 6.2.6 the debit value date or the date of receipt of the Card Transaction.
- 6.3 A Statement will constitute a proper demand for payment. Irrespective of whether the Business has chosen the Individual Pay Facility) the Business (not the Cardholder) is liable to make payment of the full amount outstanding on each Statement from the Payment Account.
- 6.4 The Business will nominate one of its accounts held with the Bank or any other bank at which the Customer holds an account in the United Kingdom acceptable to the Bank, as the Payment Account on the form provided by the Bank at the time of entering into the Agreement.
- 6.5 For Card Transactions that are being settled using the Company Pay Facility, we will debit the Payment Account by Direct Debit no sooner than 14 and no later than 30 days from the date of the Statement. The Bank will debit the amount of all Card Transactions to the appropriate Payment Account. The Business will be liable to pay the Bank all amounts so debited and all Charges at the times set out in the Agreement.
- 6.6 The Business will ensure that sums demanded under clause 6.5 are paid to the Bank on first presentation of the Direct Debit. For the avoidance of doubt as between the Business and the Bank, the Business will be liable for all such payments.
- 6.7 For Card Transactions being settled using the Individual Pay Facility, where the Cardholder has not made payment, payment will take place as specified in clause 7.2.
- 6.8 For Card Transactions being settled using the Individual Pay Facility:
- 6.8.1 the Cardholder will nominate an account held at a bank in the United Kingdom acceptable to the Bank as the Payment Account on the Cardholder Application form provided by the Bank; and
- 6.8.2 if there have been any Card Transactions or Charges in any Billing Cycle on a Cardholder Account, the Bank will prepare a Cardholder Statement and provide it or make it available to the Cardholder and Business. The Cardholder will not be under any obligation to make payment of any amount outstanding on each Cardholder Statement but if the Cardholder does choose to make any such payment, the Cardholder may pay by Direct Debit from the Cardholder's Payment Account.
- 6.9 We recommend that you check your Statement, and each Cardholder checks their Cardholder Statement, promptly on receipt. If there is an entry which seems to be wrong the Business should tell us in accordance with clause 12.2. Delay in notification may make correcting the error difficult. If we need to investigate a Card Transaction on any account the Business should co-operate with us and the police, if we need to involve them.
- 6.10 In addition to your other payment obligations the Business must repay the Bank the amount of any excess over the Scheme Limit, any arrears and any Card Transactions made in breach of the Agreement, on demand.
- 6.11 All payments will only take effect when debited to the Payment Account and may be applied against Card Transactions and Charges in such order as we may decide from time to time.

- 6.12 Payments reduce balances on the Business Account, Diversion Account (where relevant) and/or the relevant Cardholder Account in the following order: annual Card fee, late payment fee; Card Transaction fee; cash advance fee; ATM cash advance fee; old balances; new balances.
- 6.13 Notwithstanding any of the terms or provisions of the Agreement, the whole of the outstanding balance due to us shown on the Business Account under the terms of the Agreement will become immediately due and payable by the Business without demand or notice from us if:
- 6.13.1 the Business is in breach of any of the provisions or undertakings of the Agreement; or
- 6.13.2 the Business is Insolvent.
- 6.14 If you become aware that any of the circumstances set out in clause 6.13 have occurred, or if you believe that they will occur, you must notify us immediately.
- 6.15 If payment is by Direct Debit, no sooner than 14 and no later than 30 calendar days after the date of a Cardholder Statement (or the Statement where relevant), the Bank will present to the Cardholder's bank (or the Business' bank where relevant) a request for payment from the nominated Cardholder's or Business' Payment Account by Direct Debit for all sums shown as due on the Cardholder Statement (or Statement where relevant). Where Card Transactions are being settled using the Individual Pay Facility and the Cardholder has not made payment, the Bank will present to the Business' bank at any time after the due date for payment, a request for payment from the Business' Payment Account by Direct Debit of all sums shown as due in the relevant Cardholder Statement which remain unpaid.
- 6.16 The Business will ensure that sums demanded under clause 6.15 are paid to the Bank on first presentation of the Direct Debit. For the avoidance of doubt as between the Business and the Bank, the Business will be liable for all such payments.

7 Business' Liability for Cardholders

- 7.1 Subject to clause 18, the Business will be liable for any direct or indirect loss incurred by any member of Lloyds Banking Group resulting from use of any Card(s) including if a Cardholder or former Cardholder fails to observe the Conditions of Use or any additional terms and conditions applicable to an additional security code or measure issued or required by the Bank under clause 3.20, or acts improperly or unlawfully in relation to a Card or a Card Transaction, and any such loss will be debited by the Bank to the Business Account.
- 7.2 If a Cardholder or former Cardholder with an Individual Pay Facility has not paid the sum (or any part thereof) shown on any Cardholder Statement by the due date for payment, the Business will, forthwith upon receipt of demand by the Bank, pay that sum to the Bank.

8 Requirements for the Services

The minimum Scheme Limit will be at least £25,001 and the Services will only be available to a Business which is using the Services in the course of its business and to whom the provisions applicable to 'regulated agreements' under the Consumer Credit Act 1974 do not apply, except where a lower limit is agreed in writing between the Bank and the Business.

9 Charges

- 9.1 The Bank will specify the relevant Charges. For further details of the Charges please refer to the Website or your Relationship Manager. Any Charges will be debited to the Business Account or a Cardholder Account as relevant.
- 9.2 We reserve the right to introduce new charges, amend our Charges and/or amend any volume rebate agreed with you at any time. If we do so, we will provide you with two months' advance written notice in the same way as we provide notice of any other changes to these terms and conditions (and clause 15 will apply).

10 Non-payment/arrears

- 10.1 The Business will pay Charges on any sum that it and/or a Cardholder does not pay within the times specified in the Agreement. Details of the Charges can be found on the Website or are as otherwise notified to you in writing from time to time in accordance with the Agreement.
- 10.2 Where Card Transactions are being settled using an Individual Pay Facility, a fee in respect of any sum that a Cardholder does not pay within the time specified in clause 6.15 may be payable. Where Card Transactions are being settled using the Company Pay Facility, a fee in respect of any sum that the Business does not pay within the time specified in clause 6.5 will be payable.
- 10.3 The Bank may also charge the Business a sum to cover its reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of the Agreement or the Conditions of Use.
- 10.4 We want your business to be successful. However, there may be times when you need extra support. You should let us know by contacting your Relationship Manager as soon as possible if your business is experiencing financial difficulties. We will always try to help you and try to develop a plan with you to deal with the difficulties.

11 Lost or Stolen Cards

- 11.1 If any Card is lost or stolen, or its PIN becomes known to any other person, or any Card or PIN are for any reason liable to misuse, the relevant Cardholder or the Business must notify the Bank without undue delay by telephone on 0800 096 4496 (if abroad, +44 1908 544059), this customer service helpline is available 24 hours a day seven days a week for lost or stolen Cards. The Bank may ask for written confirmation within seven days. Please always give the account number of the Card in such written confirmation. If a Card is subsequently found it must not be used. The Business will take steps to ensure the Card is recovered and destroyed (cut into two through the chip), and the Business may be required to return the Card to the Bank.
- 11.2 The Business will, and will ensure that the relevant Cardholder will, assist us or our agents in the investigation of the loss, theft or possible misuse of their Card or the disclosure of the PIN, and will assist us to recover their Card. The Business consents to the disclosure of any relevant information concerning the relevant Cardholder Account in connection with such matters. The Bank may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 11.3 All Cards are and remain our property at all times. If we have stopped the use of a Card in accordance with clause 14, the Business is responsible for taking steps to ensure the Card is recovered and destroyed (cut into two through the chip), and the Business may be required to return the Card to us.
- 11.4 The Business may be covered by liability waiver insurance, subject to and in accordance with the terms and conditions of the insurance policy from time to time in force. A copy of the terms and conditions of the policy can be viewed at www.lloydsbankcommercial.com/Corporate-terms/BankofScotland/NewBankofScotlandTerms.
- 11.5 When a Card expires or is lost or stolen, or is damaged, the Bank may issue a new Card.
- 11.6 For the avoidance of doubt the Cardholder or any User will not be liable to the Bank for anything under this clause 11.

12 Disputed Amounts and Chargebacks

- 12.1 The Business may only dispute amounts on the Statement that it believes to be incorrect if:
- 12.1.1 the amount shown on the Statement does not reflect the actual face value of the Card Transaction;
- 12.1.2 a Card Transaction shown on the Statement did not result from the use of a Card;
- 12.1.3 the Statement reflects Charges not properly made; or
- 12.1.4 the Business is not liable for that amount or part of that amount under clause 18.
- 12.2 The Business must notify the Bank of any dispute about any amount on the Statement without undue delay and in any event within 13 months of the date that any disputed payment was debited from the relevant Cardholder Account or the Business Account or the Diversion Account (as applicable).
- 12.3 The Business must immediately notify the Bank if it suspects that a Card Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. The Bank will attempt to charge the Card Transaction back to the Supplier under the Payment Scheme rules. This will not relieve the Business of liability for the Card Transaction unless the chargeback to the Supplier occurs, in which case the amount will be credited to the Business Account or the relevant Cardholder Account as applicable.

13 Termination

- 13.1 You may terminate the Agreement at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us.
- 13.2 We may terminate the Agreement, demand repayment of the outstanding balance on all or any Cardholder Accounts and/or close any Cardholder Account:
- 13.2.1 at any time for any reason by giving two months' written notice to you (provided that we also give you any other notice that we are required to provide to you by law); and
- 13.2.2 immediately if any of the circumstances set out below has occurred (and we will provide you with such notice (if any) that we are required to provide to you by law):
- 13.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
- 13.2.2.2 you repeatedly breach the Agreement or any other agreement with us;

- 13.2.2.3 we reasonably suspect fraud in the opening or operation of the Services;
- 13.2.2.4 you, a User or a Cardholder does anything which we reasonably believe will damage our reputation;
- 13.2.2.5 you, a User or a Cardholder uses, or we reasonably believe that you, a User or a Cardholder is using, the Services improperly;
- 13.2.2.6 you fail to pay any amounts that are due to us under the Agreement;
- 13.2.2.7 you, a User or a Cardholder uses, or we reasonably believe that you, a User or a Cardholder is using, the Services for or in connection with any purpose which is or may be unlawful;
- 13.2.2.8 you, a User or a Cardholder breaches or attempts to breach, or we reasonably believe that you, a User or a Cardholder has breached or is attempting to breach, any applicable law or regulation;
- 13.2.2.9 you, a User or a Cardholder behaves threateningly or abusively towards our staff;
- 13.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
- 13.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
- 13.2.2.12 we find that you entered into the Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on you);
- 13.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
- 13.2.2.14 we reasonably believe that, if we do not stop providing you with the Services, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
- 13.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
- 13.2.2.16 you are Insolvent.

13.3 If you become aware that any of the circumstances set out in clause 13.2.2 have occurred, or if you believe that they will occur, you must notify us immediately.

13.4 On termination of the Agreement, howsoever occurring:

- 13.4.1 the Business will take steps to ensure all Cards issued to Cardholders are recovered and destroyed (cut into two through the chip), and the Business may be required to return the Cards to the Bank. Repayment of the outstanding balances and any applicable Charges is required immediately;
- 13.4.2 the Business' obligations under the Agreement will continue in force and the Business will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding (and any outstanding amounts shall become immediately due and payable on termination);
- 13.4.3 the Business will ensure that all Payment Accounts, the Business Account and the Diversion Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us; and
- 13.4.4 any charges that you have paid to us in advance under the Agreement will be apportioned up to the date of termination of the Agreement and we will refund the relevant amount to you.

14 When we can stop the use of a Payment Instrument

- 14.1 We can stop the use of a Payment Instrument, or refuse to renew, replace or reissue a Payment Instrument, if it is reasonable for us to do so for reasons relating to:
- 14.1.1 the security of the Payment Instrument;
- 14.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
- 14.1.3 a significantly increased risk that you will be unable to repay any credit line relating to the Payment Instrument; and/or
- 14.1.4 our legal or regulatory obligations,

and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.

14.2 We will inform you as soon as is practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Payment Instrument or replace it with a new Payment Instrument as soon as is practicable if the reason for stopping it no longer applies.

14.3 If you need to discuss the stop on a Payment Instrument with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Bank of Scotland Card Services, PO BOX 6061, Milton Keynes MK7 8LE.

15 Changes to these terms and conditions

- 15.1 We may make changes to these terms and conditions for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group.
- 15.2 If we intend to make changes to these terms and conditions, we will give you at least two months' written notice before the changes come into effect, unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.
- 15.3 We will notify you of changes to these terms and conditions by post, by e-mail, through any online service which you receive from us or in any other way which we have agreed with you. In the notice, we may direct you to our Website where the most recent terms and conditions are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement will terminate on the day before the change takes effect. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.
- 15.4 If we add new products or services to the Agreement or add to the ways that you can use the Services (and this does not otherwise change these terms and conditions), this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.
- 15.5 Changes to the Payment Scheme Exchange Rate will take effect immediately on being amended by the Payment Scheme.
- 15.6 If we are making a change to any other exchange rate which applies to you and the change is favourable to you, we may make the change immediately. In any other circumstances, we will provide at least two months' advance written notice to you of changes to exchange rates by post, e-mail, through any online service which you receive from us or in any other way which we have agreed with you (and clause 15.3 will apply).

16 Refunds for incorrect payment amounts/sums

- 16.1 For Card Transactions where the exact amount of the payment was not specified when you, a User or a Cardholder gave authorisation for the Card Transaction, we will refund the amount of the payment (and any related interest and charges directly incurred by you) if:
- 16.1.1 the amount of the payment is more than you could have reasonably expected to pay taking into account the previous spending pattern on the relevant Card, the Agreement and any other circumstances relevant to you, the Cardholder, the Card or the payee; and
- 16.1.2 you request the refund from us within eight weeks from the date that the amount was debited from the relevant Cardholder Account, the Business Account or the Diversion Account (as applicable).
- 16.2 You will not be entitled to a refund if you or the relevant Cardholder gave authorisation for the Card Transaction directly to us and the amount of the payment was provided or made available to you or the Cardholder at least four weeks before the due date for payment.
- 16.3 Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ensure that you satisfy the requirements for a refund.
- 16.4 Within 10 Business Days of the later of:
- 16.4.1 our receipt of your request for a refund; or
- 16.4.2 our receipt of any information that we ask you to provide,
- we will provide you with a refund or inform you why you are not entitled to a refund. If you are not happy with our decision, you can contact your Relationship Manager or make a complaint to us. Further details about our complaints procedure are set out in clause 20.
- 16.5 Beyond the responsibility set out above, we will have no further responsibility to you in respect of a Card Transaction which has been initiated by a payee in the circumstances set out in this clause 16.

17 Refunds for unauthorised transactions

17.1 Subject to clauses 17.2 and 17.3, and subject to any responsibility that you may have under clause 18 if a Card Transaction was not authorised by you or the relevant Cardholder, we will refund the amount of the Card Transaction and, where applicable, restore the relevant Cardholder Account or the Business Account or the Diversion Account (as applicable) to the state in which it would have been had the unauthorised transaction not taken place, by the end of the next Business Day, provided that you notify us without undue delay on you or a Cardholder becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment was debited from the relevant Cardholder Account, the Business Account or the Diversion Account (as applicable). You can find details of how to contact us in clause 11.1.

17.2 In some circumstances, we may investigate whether you are entitled to a refund before providing a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. In other circumstances, we may provide a refund and subsequently investigate. If, through our subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from the relevant Cardholder Account, the Business Account or the Diversion Account (as applicable). We will give you reasonable notice in advance of doing so.

17.3 When we are assessing whether a Card Transaction was authorised by you:

17.3.1 if you are not a Micro-Enterprise or a Charity, you agree that Regulation 75 of the Payment Services Regulations does not apply to you, therefore it is your responsibility to prove that a payment was not authorised by you or the relevant Cardholder and we can treat the use of any Payment Instrument as sufficient evidence to show that the payment was authorised by you or the Cardholder or that you acted fraudulently or with intent or gross negligence failed to take any of the actions set out in clauses 18.1.3 or 18.1.4; and

17.3.2 if you are a Micro-Enterprise or a Charity, we cannot necessarily treat the use of any Payment Instrument as sufficient evidence of the above, although this is one of the factors that we will take into consideration.

17.4 Beyond the responsibility set out above, we will have no further responsibility to you for unauthorised transactions.

18 Your responsibility for unauthorised transactions**Your responsibility if you are a Micro-Enterprise or a Charity**

18.1 Subject to clause 18.2, you will be responsible for any losses incurred in respect of an unauthorised transaction arising from:

18.1.1 the use of a lost or stolen Payment Instrument; or

18.1.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe,

up to a limit of £35 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:

18.1.3 take all reasonable steps to keep the personalised security features of the Payment Instrument safe;

18.1.4 use the Payment Instrument in accordance with the Agreement; or

18.1.5 notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument,

in which case your responsibility for losses will be unlimited.

18.2 Unless you have acted fraudulently, you will not be responsible for any losses arising:

18.2.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument; or

18.2.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us);

18.2.3 from the use of a Payment Instrument used without your permission before you receive it; or

18.2.4 if we fail to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.

Your responsibility if you are not a Micro-Enterprise or a Charity

18.3 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:

18.3.1 the use of a lost or stolen Payment Instrument; or

18.3.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe.

18.4 You agree that Regulation 77 of the Payment Services Regulations does not apply to you, therefore your responsibility for losses will be unlimited.

18.5 Unless you have acted fraudulently, you will not be responsible for any losses arising:

18.5.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument;

18.5.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us);

18.5.3 from the use of a Payment Instrument used without your permission before you receive it; or

18.5.4 if we fail to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.

19 General

19.1 We recommend that you retain a copy of all of the documents that make up the Agreement. If you would like a copy of all or any of the documents that make up the Agreement, you can contact your Relationship Manager who will provide you with a copy. You can also find a copy of these terms and conditions on our Website.

19.2 Subject to clause 19.9, we will have no Liability to you for any:

19.2.1 loss of profit (whether direct, indirect or consequential);

19.2.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

19.2.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);

19.2.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

19.2.5 loss of bargain (whether direct, indirect or consequential);

19.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);

19.2.7 loss of or corruption of data or information (whether direct, indirect or consequential);

19.2.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or

19.2.9 indirect, consequential or special loss.

19.3 No member of Lloyds Banking Group will be liable for the refusal of any other bank, ATM or other machine or Supplier to accept or honour a Card, nor will any such member be responsible in any way for the goods and services supplied to the Business, a User or Cardholder.

19.4 Subject to clauses 19.8 and 19.9, the maximum aggregate Liability of the Bank which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to the Bank during that calendar year.

19.5 Any complaints by a Cardholder, a User or the Business with a Supplier must be resolved by the Business with such Supplier and no claim by the Business or a Cardholder against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.

19.6 The Bank accepts no responsibility if a request for Authorisation is declined or if a Card is not accepted in payment nor for any loss or damage resulting from the way either is communicated to the Business, a User or the relevant Cardholder.

19.7 If, for the Individual Pay Facility, the Payment Account is not held or maintained with us, execution of the Card Application form will signify:

19.7.1 that the Business authorises us to pass to the Payment Account any instructions or messages that may be necessary in order for the Services to be provided to the Business and/or the relevant Cardholder; and

19.7.2 that the bank with which the Payment Account is held is authorised to accept, process and act upon messages passed to it by us pursuant to clause 19.7.1 above.

19.8 Nothing in the Agreement limits or excludes our Liability in any way under clauses 16 and 17 of the Agreement. Any limitation on your Liability under clause 18 of the Agreement will not be affected or prejudiced by any other term of the Agreement.

19.9 Nothing in the Agreement excludes our Liability in any way for:

19.9.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;

19.9.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or

19.9.3 any other matter for which we cannot exclude or limit our responsibility by law.

19.10 The Agreement is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.

19.11 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.

19.12 All warranties, conditions and other terms implied by law are excluded from the Agreement to the fullest extent permitted by law.

19.13 If we are told that money has been paid into your Business Account by mistake, we can take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you. If we are unable to return funds to the sender, we can give them details about you and your Business Account so they can recover the money from you.

20 Our service promise

20.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write or speak to your Relationship Manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

20.2 If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

21 Notices

21.1 You can contact us by post or by delivering notices by hand, in each case addressed to your Relationship Manager or Bank of Scotland Card Services PO BOX 6061, Milton Keynes, MK7 8LE.

21.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone, or by e-mail (in each case using the details which you provided to us on the Business application form or Cardholder Application or the details that you have since informed us are correct), through a broadcast message on an online service that we provide to you or by posting a notice on our Website.

21.3 If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Agreement is held in the names of two or more persons.

21.4 This agreement is in English and any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language.

21.5 You can change your contact details by giving seven days' written notice to us.

21.6 We will use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident which may affect you.

22 Assignment

22.1 You may not transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person unless we agree in writing.

22.2 We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

23 Force Majeure

23.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond our control provided that the consequences were unavoidable despite all efforts to the contrary.

23.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.

23.3 We will also not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.

23.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reasons already mentioned above. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

24 Severability

24.1 Each of the terms within these terms and conditions operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.

25 Governing Law and Jurisdiction

25.1 The Agreement and any non-contractual obligations which arise out of the Agreement are governed by the law of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations unless you are:

25.1.1 a company or other incorporated body and your registered office is in Scotland;

25.1.2 a sole trader and your business operates from Scotland;

25.1.3 an unincorporated body and your central management and control is exercised from Scotland; or

25.1.4 a charity based in Scotland,

in which case, the Agreement and any non-contractual obligations which arise out of the Agreement will be governed by the law of Scotland and you and we both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations.

26 Use of personal data

26.1 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.