

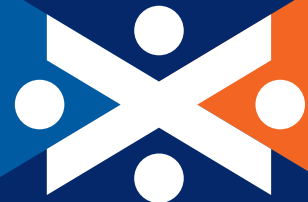
COMMERCIAL BANKING

Core Banking Agreement



Premier Direct Cash Collection and Delivery

Product & Services
Terms & Conditions



**BANK OF
SCOTLAND**

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Core Banking Agreement
("The Agreement") contains
terms, conditions and
important information that
apply to certain of our
products and services.
Those products and services
can be identified as they
state in the header
Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at bankofscotland.co.uk/corebankingagreement or request a copy from your relationship team.

...the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for these Product & Services Terms & Conditions.

Commission
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

...disclosed to it lawfully by a Party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

...was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by reason of breach of the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

...is trivial or obvious; and (for the avoidance of doubt) the **ISITE Service** and the **ISITE Guide** are **Confidential Information**.

Consent to Rely
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

Control
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

Control Account
has the meaning given to it in clause 22.A.

Designated Client Account
means any account held by us in your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account.

...the meaning given to it by section 1159 of the Companies Act 2006.

Intellectual Property rights
means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing.

Internal Payment Instruction
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held in the same Account Group or in another Account Group.

ACCOUNT

means any Undesignated Account, Designated Client Account or Client Own Name Account or any other account type held by us in writing from

1. Definitions

1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account

means the account(s) held with us and specified in your application form to be used for purposes of the **Services** (as may be amended from time to time by you giving notice to us in writing).

Carrier

means the carrier approved by us and contracted by you to transport your cash and/or credit slips between our nominated cash centre or coin store and your premises.

Cash Bundle

means the notes and coins which are prepared for a **Cash Order** and which are contained in a sealed bag which we shall make available to the **Carrier** for collection at a nominated cash centre or coin store on a **Collection Day**.

Cash Order

means an instruction given by you to us in the agreed manner (initially as set out in the application form) for a cash withdrawal from an **Account** to be made available at a nominated cash centre or coin store for collection by the **Carrier** on a **Collection Day**.

Collection Day

means the **Business Day** on which we make the **Cash Bundle** in respect to a **Cash Order** available to the **Carrier** for collection.

Collection Service

means the service described in clause 5.1.

Delivery Service

means the service described in clause 9.1.

Discrepancy

means any of:

- i. a suspected counterfeit banknote;
- ii. a suspected counterfeit coin;
- iii. a mutilated banknote; or
- iv. a shortage or excess of cash received by us (in the case of the **Collection Service**) or by you (in the case of the **Delivery Service**) from the **Carrier** based upon either the amount calculated in accordance with the numbers of note packets and/or coin bags/sachets in the sealed bundles or the amount found to be in the note packets and/or coin bags/sachets when checked against the amount shown by the credit slips or **Cash Order**.

Services

means the **Collection Service** and **Delivery Service** supplied by us under these Product & Services Terms & Conditions.

Service Charges

means the applicable service charges payable by you and referred to in clause 17.1.

Unauthorised Cash Order

means a **Cash Order** which has not been given by you.

2. Application and construction of these Product & Services Terms & Conditions

- 2.1 These Product & Services Terms & Conditions (together with the Relationship Terms & Conditions and General Information On Payments, Charges & Contacts) shall prevail over any **Terms And Conditions** contained, or referred to, in any purchase order, confirmation of order, acceptance or a quotation or specification, or implied by law, trade custom, practice or course of dealing.

3. Commencement

- 3.1 We shall provide the Cash **Collection Service** and/or the Cash **Delivery Service** to you from the agreed start date completed in the application form until either or both **Services** are terminated in accordance with clause 20.

4. Your obligations

- 4.1 The **Services** are only available to you provided you are not a **Micro-Enterprise**. You warrant and represent that you are not a **Micro-Enterprise** and undertake to inform us in advance should this position change.
- 4.2 You must contract with a **Carrier** in order for us to provide the **Services**. This **Carrier** must be approved by us and you must not change the **Carrier** without our prior approval in writing.
- 4.3 You shall notify us immediately if there is any substantive change in your contract with the **Carrier** which could affect the provision of the **Services** or if the contract is terminated.

▶ CONSENT

You provide your consent to us to process any cash and credit slips provided to us by providing a bank giro credit form to us instructing us to credit your Account.

Terms And Conditions applying to the Collection Service

5. The Collection Service

5.1 The **Collection Service** comprises:

- ▶ receiving cash and credit slips from the **Carrier** at our cash centre and/or coin store;
- ▶ deposit processing of notes and coins respectively; and
- ▶ crediting the value received to your **Account** subject to the terms of these Product & Services Terms & Conditions.

We will use all reasonable endeavours to provide the service in accordance in all material respects with the following provisions of this clause 5.

5.2 You provide your consent to us to process any cash and credit slips provided to us by providing a bank giro credit form to us instructing us to credit your **Account**.

5.3 We will accept delivery from the **Carrier** of cash and credit slips whereupon we will issue a written receipt to the **Carrier**. You acknowledge that the cash and credit slips will not be checked prior to the issue of a receipt by us.

5.4 We will credit your **Account** in the amounts calculated in accordance with our bulk checking process.

5.5 Each cash centre and each coin store will report a single consolidated cash deposit figure in respect of all cash deposits processed for each **Account(s)** on each **Business Day**.

5.6 Cash deposits are deemed received when they are received by us from the **Carrier** at the cash centre or the coin store. All cash deposits made by you at cash centres and/or coin stores by the times stipulated in your application form shall be credited to your **Account** on the same **Business Day** subject to subsequent adjustment as referred to in clause 6. All cash deposits made by you at cash centres and/or coin stores outside of the times stipulated in your application form (or agreed and confirmed in writing) shall be credited to your **Account** by no later than the end of the next **Business Day**.

5.7 We will make cash stationery items available to you if a request is made to us, please refer to clause 22 - Contact details.

6. Management of Discrepancies

- 6.1 If we identify a **Discrepancy** when we are counting and checking the contents of the note packets and/or coin bags/sachets within the sealed bundles in accordance with clause 5.4, we shall make an appropriate correction to the relevant accounting slip and the accounting entry in your **Account** to reflect the actual amount of cash within the cash deposit. If the **Discrepancy** relates to a shortage of cash arising from a suspected counterfeit banknote and/or coin or a mutilated banknote and it is subsequently found not to be a **Discrepancy** then we will re-credit your **Account** with the appropriate amount.
- 6.2 If a **Discrepancy** is identified by us, we will notify you.
- 6.3 If you discover the development of a trend or pattern in respect of **Discrepancies** identified by us, we shall at your request prepare a report for you so that you are able to analyse the numbers and types of **Discrepancy** arising in respect of deposits made by you and in respect of each of your sites (if more than one).
- 6.4 In exceptional circumstances where there have been regular or substantial **Discrepancies** we will, after consultation with you, cause member(s) of our Risk Management Team to visit the relevant cash centre and/or coin store to establish whether our procedures have or have not been followed. Our conclusion shall be final.
- 6.5 If we identify that we have incorrectly applied cash credit to your **Account**, we reserve the right to debit the incorrectly applied amount from your **Account** under written advice sent to you by post or email.



▶ **£500+**

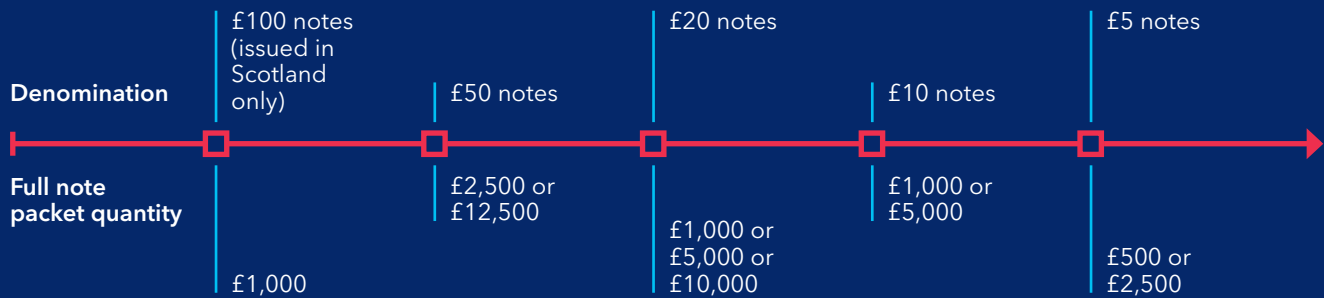
If a Discrepancy identified by us is more than £500.00 we will notify you by telephone within 4 hours of identifying the Discrepancy and also via the Daily Discrepancy Report.

7. Your obligations

7.1 You will impose on the **Carrier** a requirement to meet the delivery times at the relevant cash centres and coin stores referred to in the application form for these Product & Services Terms & Conditions.

7.2 You shall ensure that all note cash deposits (where the deposit is predominantly notes but may contain up to 5% coin content) meet the following presentation standards:

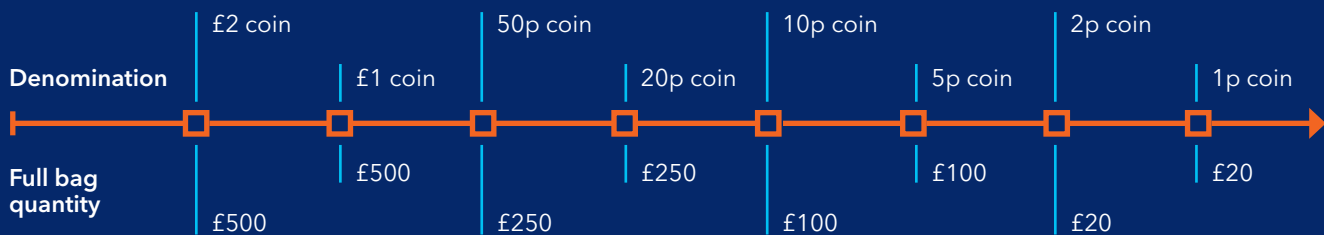
7.2.1 To the extent possible (depending on values being banked) all banknotes are presented in full sealed note packets (as supplied by us) in the following quantities:



7.2.2 Average coin content of credits will not be more than 5% of the total credit value.

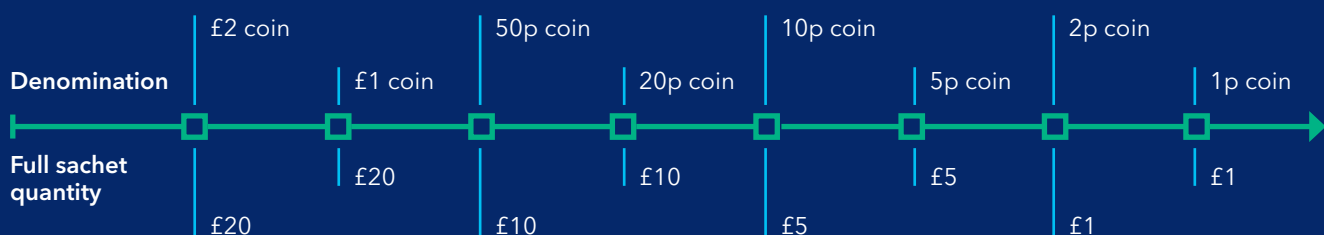
7.3 You shall ensure that any bulk coin deposits are presented as follows:

7.3.1 In full bulk coin bags as supplied by us. Full bulk coin bags means:



7.3.2 Any full bulk coin bags shall only contain coins of one denomination.

7.3.3 Coin element will be in full sachets only. Full sachet means:



8. Stationery supply

- 7.4 Where there are oddments of notes and/or coins:
 - 7.4.1 these should always be contained within an oddments envelope clearly marked with a list of the contents;
 - 7.4.2 notes should be banded and in denominational order; and
 - 7.4.3 coins should be in a sachet.
- 7.5 You shall ensure that presentation standards are consistently adhered to for all deposits. You shall ensure that any **Discrepancies** advised to you by us are acknowledged by you and remedial action is taken internally within your organisation.
- 7.6 You shall ensure that the labels on the front of all full sealed note packets and full bulk coin bags are clearly marked with your name and originating site location.
- 7.7 If we have cause for concern regarding adherence to the above requirements then we reserve the right to increase the **Service Charges** in accordance with the section titled "Terms applying to charges" in the Relationship Terms & Conditions.
- 8.1 You should obtain your paying in books via one of our approved suppliers or alternatively via an industry accredited printer. All new paying in books (including re-prints and existing stock) must be approved by our Document Standards Team prior to use. We will not be liable for any loss or damage arising from the use of non-approved paying in books.
- 8.2 You should obtain the **Carrier** branded, bar coded security bags directly from your **Carrier**.



You should obtain your paying in books via one of our approved suppliers or alternatively via an industry accredited printer.

Terms And Conditions applying to the Delivery Service

9. The Delivery Service

- 9.1 The **Delivery Service** comprises:
- ▶ receiving and processing **Cash Orders**;
 - ▶ preparing and making available **Cash Bundles** in accordance with a **Cash Order** for collection by the **Carrier**; and
 - ▶ debiting of the amount of the **Cash Order** from your **Account**.
- 9.2 You acknowledge that the delivery of **Cash Bundles** to your specified locations will not be undertaken by us and does not form part of the **Delivery Service**. You must make the **Carrier** aware of the **Collection Days** for **Cash Bundles**.

10. Cash Order process and requirements

Process

- 10.1 We will act on each **Cash Order** after we have checked and verified your identity using our security procedures to ensure the instruction is given by an **Authorised Signatory**. When you register for the **Delivery Service** we will provide you with security features, such as passwords and/or **PINs**, for doing this. If we are not satisfied that the **Cash Order** is authorised, we will need to take your order manually over the phone and you will incur an additional charge for this.
- 10.2 If you submit a **Cash Order** by secure email, you must do so using the order template that we provide to you. We will check that the email is sent by an **Authorised Signatory**. We will not accept **Cash Orders** made by non-secure email.

Requirements

- 10.3 You may not place a **Cash Order** where the total value of all **Cash Orders** at any time exceeds the available balance, including any agreed overdraft, on your **Account**. Each **Cash Order** to a particular site must not exceed the particular site limit set out on your application form (or agreed with your relationship manager and confirmed in writing). You must ensure that you have sufficient funds available in your **Account** to meet the amounts that will be debited.
- 10.4 You must provide the following information when placing a **Cash Order**:
- ▶ the **Collection Day**; and
 - ▶ the quantity and denominations of cash required.

10.5 You may place a **Cash Order** several days in advance but you must only specify a **Collection Day** in accordance with the times set out below:

Order day (Business Day 0)	Earliest Collection Day
Cash Order placed before 11am	Business Day 1
Cash Order placed after 11am	Business Day 2

10.6 You may only place a **Cash Order** on a **Business Day**. If you place a **Cash Order** on a non-**Business Day** we will deem it to be received at the beginning of the next **Business Day**.

10.7 You may place **Cash Orders** comprising cash or coin in multiples of the denominational quantities set out below depending whether you requested a full or part bag tariff in your application form. If you have selected the full bag tariff, the minimum order is one full note wrapper or coin bag. If you have selected the part bag tariff, the minimum order is one finger of notes or one coin sachet.

Cash

Denomination	Part bag tariff	Full bag tariff a
	Sachet quantity	Full note wrapper quantity
£50	£2,500	£12,500
£20	£2,500	£5,000
£10	£1,00	£5,000
£5	£500	£2,500

Coin

Denomination	Part bag tariff	Full bag tariff
	Sachet quantity	Full note wrapper quantity
£2	£20	£500
£1	£20	£500
50p	£10	£250
20p	£10	£250
10p	£5	£100
5p	£5	£100
2p	£1	£20
1p	£1	£20

10.8 If you have selected the full bag tariff but your **Cash Orders** do not contain full note wrappers or coin bags, we may charge you using the part bag tariff for any fingers of notes or coin sachets ordered. If you regularly place **Cash Orders** in this way, we may move you to the part bag tariff.

Cancellation of Cash Orders

10.9 You will only be able to cancel a **Cash Order** once it has been submitted by: i) informing us in writing that you withdraw your consent at least 2 Business Days before the **Collection Day**; and ii) complying with the **Cash Order Cancellation Process**. Where you fail to comply with the 2 conditions in this clause 10.9 the **Cash Order** will be processed. If a **Cash Order** is not collected, you will still be charged. If you do not want a **Cash Order** once it has been delivered to you, you must instruct the **Carrier** to return the **Cash Bundle** to us and you will be charged for this in accordance with the tariff for the **Collection Service**.

11. Collection and receipt

- 11.1 We will only allow the **Carrier** to collect a **Cash Bundle** in return for a receipt specifying the number of bags and amount of cash collected.
- 11.2 As soon as practicable and within no more than 5 working days after you receive a **Cash Bundle**, you will count and check the contents of the **Cash Bundle** against the relevant **Cash Order**.

12. Debiting

- 12.1 You will provide your consent to us to debit your **Account** by submitting your **Cash Order**. We will debit the amount of the **Cash Order** from your **Account** on the **Collection Day** once the **Cash Bundle** has been collected.

13. Refusal of Cash Orders

- 13.1 In addition to the reasons set out under the heading titled "Our rights to decline or delay acting on your payment instructions" in the Relationship **Terms And Conditions**, we may also decline a **Cash Order** if it exceeds, or would cause to be exceeded, the limits set out in clause 10.3.

14. Management of Discrepancies and Unauthorised Cash Orders

Discrepancies

- 14.1 If you identify a **Discrepancy** regarding a particular **Cash Bundle**, you will report this to us as soon as possible using the contact details set out in clause 22. You must follow our reporting procedures and retain your receipts and cash bundles as evidence if we need to investigate this further. We will not be liable if you do not report a **Discrepancy**.
- 14.2 We will use reasonable endeavours to investigate a **Discrepancy** and you shall provide any assistance that we reasonably request to do this. After we complete our investigation, we will confirm to you whether we have identified a **Discrepancy**. We will endeavour to resolve **Discrepancies** within the time periods set out in clause 16.3.
- 14.3 If we identify that we have incorrectly applied a cash debit to your **Account**, we will credit the relevant amount to your **Account**. If we cannot identify an error by us, we will not take any further action.

Unauthorised Cash Orders

- 14.4 If a **Carrier** attempts to deliver a **Cash Bundle** as a result of an **Unauthorised Cash Order**, you must reject it and instruct the **Carrier** to return the **Cash Bundle** to us. You shall inform us of this as soon as possible and no later than that same **Business Day** by phone or email using the contact details set out in clause 22 - Contact details.
- 14.5 If you think your **Account** has been wrongly debited due to an **Unauthorised Cash Order**, you must notify us by phone or email using the contact details set out in clause 22 - Contact details, we will treat this as an unauthorised transaction and, if necessary, investigate this in accordance with the section entitled "Payments" in the Relationship Terms & Conditions.
- 14.6 You shall procure that the **Carrier** will provide all reasonable assistance if necessary, upon request, to us in connection with an investigation into a **Discrepancy** or **Unauthorised Cash Order**.

General Terms And Conditions applying to the Services

15. Management Information

15.1 We will supply the following reports by email or other secure electronic means to the email addresses and/or other locations specified in your application form or as agreed in writing between us:

Daily Itemised Transaction Report – this will specify each credit made in respect of deposits made at each cash centre and coin store and the aggregate of credits made at each cash centre and coin store. The aggregate of credits will match the entries made on your **Account(s)** in accordance with clause 5.5.

Daily Discrepancy Report – this report will complement the **Daily Itemised Transaction Report**. This will specify any **Discrepancies** found during the bulk checking process referred to in clause 5.4 and any other relevant information with respect thereto. This will also set out any **Discrepancies** notified to us under clause 14.1 which have resulted in an adjustment to your **Account**.

Daily Delivery Report – this will specify each debit made in respect of **Cash Orders** (including a breakdown of the denomination of cash and detail of your site) from each cash centre and coin store.

15.2 We will supply the reports referred to in clause 15.1 in Microsoft Excel or in other agreed format to be

manipulated by you as required. You will require internet access to access the reports supplied by us.

15.3 We will normally supply reports to you by 5.00pm on a **Business Day**. We will provide:

- ▶ The **Daily Itemised Transaction Report** and **Daily Discrepancy Report** on the next **Business Day** following completion of the processing of the deposit; and
- ▶ The **Daily Delivery Report** on the **Business Day** after the **Collection Day**.

15.4 You recognise that the security of correspondence by email or other agreed secure electronic means cannot be guaranteed and accordingly you shall be responsible for any compromises of security following the transmission of reports by us. Our transmission of the above mentioned reports in accordance with this clause will constitute a complete discharge of our obligations and responsibilities thereunder.



16. Queries

- 16.1 You may contact us by telephone or email (using the contact details set out in clause 22) between the hours of 9.00 and 17.00 on each **Business Day**.
- 16.2 You will comply with all applicable security procedures and keep secure and confidential all passwords and/or **PINs**. You will change the same no less than every three months, and more frequently when we recommend or advise you to do so from time to time and if at any time you suspect that a breach of security has taken place. You will take all proper precautions to ensure that your passwords and/or **PINs** are not disclosed to unauthorised persons. We will not be bound to enquire as to the authority of any person contacting us if the correct security information is supplied to us, and we will not be liable for any loss or damage arising from unauthorised use.
- 16.3 We will endeavour to resolve all:
- 16.3.1 general queries submitted to us within three **Business Days**;
 - 16.3.2 **Discrepancies** of equal to or more than £5,000.00 submitted to us within five **Business Days**; and
 - 16.3.3 **Discrepancies** of equal to or less than £4,999.99 submitted to us within seven **Business Days**.
- Contact details for general enquires are set out with General Information On Payments Charges & Contacts.

17. Service Charges and Payment

- 17.1 You shall pay to us the **Service Charges** calculated in the amounts specified in the tariff set out in the charges schedule for these **Services**, or as otherwise agreed between you and us.
- 17.2 The **Service Charges** do not include VAT (which shall be payable by you at the applicable rate in addition to the **Service Charges**) or any other taxes or duties payable by you in connection with the **Services**.
- 17.3 The **Service Charges** incurred will be debited to your **Account** in line with your charging cycle, which shall be monthly unless otherwise agreed with your relationship manager.

18. Customer site record maintenance

- 18.1 You shall give us at least 10 **Business Days**' notice of any changes to the locations of your sites and you shall ensure that such changes are notified to us in the manner advised by us from time to time. We will not be liable for any loss or damage arising from your failure to advise us of any changes to your site(s) in accordance with this clause 18.
- 18.2 We will ensure that each of the sites which you notify to us is established on our transaction management systems as a valid site from which cash can be received or delivered and we shall implement changes to our records within 10 **Business Days** of receipt of notice from you in writing.

19. Limit of liability

- 19.1 We will not be liable to you or any third party for any loss, damage or claim howsoever arising in respect to the delivery of cash or otherwise arising from your contract with the **Carrier**.
- 19.2 We shall be liable to replace the amount of any cash deposited under these Product & Services Terms & Conditions which is lost or stolen when in our possession or the possession of our sub-contractors.
- 19.3 Save for our liability to reimburse you in respect of all losses of cash when the same is in our custody or the custody of our sub-contractors (which liability shall be unlimited), our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the **Services** in any period of one year shall be limited to the price paid for the **Services** during such period.
- 19.4 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.



20. Termination

- 20.1 You or we may terminate either or both of the **Services** in accordance with the section titled "Termination" in the Relationship Terms & Conditions.
- 20.2 In addition to the circumstances set out in that section of the Relationship Terms & Conditions, we may also stop providing you with the **Services** immediately if:
- ▶ you cease to be a non **Micro-Enterprise**;
 - ▶ your contract with the **Carrier** is terminated; or
 - ▶ your **Account(s)** are closed.

21. Other terms

- 21.1 Nothing in **The 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).
- 21.2 Each of our **services** and products have separate **Terms And Conditions** applying to them (including in the form of other Product & Services Terms & Conditions).
- 21.3 These Product & Services Terms & Conditions apply to the **Services** only. Subject to clause 21.4 and clause 21.5, if separate **Terms And Conditions** (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other **Services** or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and **Services**.
- 21.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate **Terms And Conditions**, including the Relationship Terms & Conditions, relating to the supply of the **Services** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 21.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate **Terms And Conditions** relating to the supply by us of any of our other products and **Services** (either electronic, automated or other), the **Terms And Conditions** relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

22. Contact details

22.1 You can contact us:



by email at
GRPCASHCUST
@Lloydsbanking.com



by post at
Lloyds Banking Group,
Cash & Travel Oversight,
2 Brindley Place,
Birmingham B1 2AB



by telephone on
0345 0306 259



or by contacting your
relationship manager.

22.2 Further contact details are also set out within
General Information On Payments, Charges
& Contacts.

22.3 Contact details Cash Stationery Items:



by telephone on
020 7775 2631; or



by email at
BoSBulkStationery@
lloydsbanking.com

