

Business Travel Solution Euro

Conditions of Use

Bank of Scotland Business Travel Solution Euro Conditions of Use

We have tried to make these Conditions of Use easier to read and understand by adding headings to the various sections. These headings have been inserted for convenience only and do not affect the legal construction or interpretation of these Conditions of Use.

This is a copy of the current Conditions of Use for you to keep and is intended to act as a guide as to how the BTS Details may be used. We are providing the BTS Details to enable you to access a Business Account which we have opened for the Business. These Conditions of Use do not form a contract between you and the Bank but explain how you can use the BTS Details and when you need to contact us.

1 Definitions

- 1.1 Where the words set out below are used with a capital letter in these Conditions of Use, they mean as follows:

Agreement: the agreement between the Bank and the Business for provision of the Services.

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, us or our: 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: the Bank's customer and entity at whose request the BTS Details are issued to the Nominated Travel Administrator pursuant to the Agreement.

Business Account: the control account which governs the Services provided by the Bank to the Business 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.

BTS Details: the 16 digit number which identifies the Travel Administrator Account, which appears on Statements and will be required to make a Card Transaction.

Card Transaction: any purchase of travel and entertainment goods and/or services made by you using the BTS Details and debited to the Travel Administrator Account.

Charges: the charges to be applied to the Services which are agreed with the Business at the start of the Agreement (as may be varied from time to time). Details of charges can be found on the Website.

Currency: Euros (€).

Euros: the lawful currency for the time being of the member countries of the Eurozone.

Lloyds Banking Group: Lloyds Banking Group plc and all subsidiaries thereof from time to time.

Nominated Travel Administrator: a representative Travel Administrator appointed by the Business from time to time.

Non Currency Card Transaction: any transaction performed by a Travel Administrator with the BTS Details in a currency other than the Currency.

OCMS: online card management service tool which is the internet based enquiry and maintenance service provided in respect of the BTS Details. 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 Nominated Travel Administrator enrolls for OCMS via the Website.

Payment Scheme: Visa or Mastercard (as applicable).

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non Currency Card Transactions to convert them to the Currency, which can be found at <http://www.visaeurope.com/making-payments/exchange-rates> or <https://www.mastercard.com/global/currencyconversion> (as applicable).

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

Statement: the statement of Card Transactions provided or made available by the Bank to the Business and/or the Travel Administrator under condition 7.

Supplier: the travel agency who agrees, by arrangement with us and/or the Payment Scheme to accept the BTS Details as payment for travel, entertainment, goods and/or services.

Travel Administrator, you or your: a person who is authorised by the Business to use the BTS Details to make Card Transactions that will be charged to the Business Account.

Travel Administrator Account: the sub-account opened by us in respect of the BTS Details issued to you pursuant to the Agreement.

Travel Administrator Application: the application to the Bank used by the Business to appoint Travel Administrator(s), containing the Conditions of Use.

Travel Administrator Limit: the maximum amount of spending permitted by the Travel Administrator during a Billing Cycle (including any Card Transaction not yet debited and any Authorisations the Bank has given in respect of prospective Card Transactions).

Website: the website and associated services of the Bank appearing at <http://business.bankofscotland.co.uk> or any other URL as the Bank may notify to you from time to time.

2 Acceptance

- 2.1 Before using the BTS Details you must read these Conditions of Use and when using the BTS Details follow these Conditions of Use, together with any conditions of use notified to you by your Business in your terms of employment or contract for services or otherwise in any case related to use of the BTS Details. If you do not want to comply with these Conditions of Use, you must not use the BTS Details.

3 The Account

- 3.1 The BTS Details may only be used for authorised business use as defined between you and the Business. You will be acting as an agent of the Business in connection with the receipt of Services being provided by the Bank to the Business.
- 3.2 The Business may in some circumstances be entitled to give authorised third parties access to information about the Business Account. This may include details of Card Transactions.
- 3.3 A spending limit, a daily Card Transactions limit and an overall Travel Administrator Limit will be established from time to time and will be notified to you by your Business. No single purchase can exceed the overall Travel Administrator Limit from time to time applicable and no Card Transaction can exceed the daily Card Transaction limit.
- 3.4 The Supplier may contact us, or an agent acting for us, for Authorisation. If Authorisation is given, the Card Transaction will immediately reduce the overall Travel Administrator Limit, even though the amount of the Card Transaction has not been debited to the Business Account by then.

4 The BTS Details

- 4.1 The BTS Details remain our property at all times and we can recall or replace or change the BTS Details at any time.
- 4.2 The BTS Details are only valid for the period stated and must not be used outside this period. When the BTS Details expire, the BTS Details must be destroyed.
- 4.3 Either we or your Business may cancel or suspend use of the BTS Details at any time without prior notice. The BTS Details must not be used once the BTS Details have been cancelled or suspended.
- 4.4 You must not allow any person other than yourself to use the BTS Details and must always keep the BTS Details safe.
- 4.5 Only the Business is liable to us for all Card Transactions incurred on the Business Account whether or not such Card Transactions are incurred in compliance with these Conditions of Use.
- 4.6 The BTS Details must not be used for any illegal purpose.
- 4.7 The BTS Details must only be used with the Supplier.

5 Card Transactions

- 5.1 The BTS Details can be used to make or authorise payments to the Supplier.

- 5.2 The Authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction.
- 5.3 If you pre-authorise a future Card Transaction and the amount of the transaction is not known, we may reserve funds in the Business Account if you 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.
- 5.4 The Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of the Card Transaction that you want to make. Therefore there may be a delay before a Supplier processes a Card Transaction, and you might not always be able to make a Card Transaction straight away, or at all. The Bank has the right to refuse Authorisation for any particular Card Transaction. The Bank will not be liable for any loss to you as a result of any delay or if the Bank does not allow a Card Transaction to be made. If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Travel Administrator Limit.
- 5.5 Other than as set out in condition 5.6 below, once the BTS Details have been used for a Card Transaction, the Card Transaction cannot be stopped.
- 5.6
- 5.6.1 In some cases, we may be able to cancel a Card Transaction at a later time; you can call us to find out whether this will be possible.
- 5.6.2 Where you set up regular payments (recurring transactions) to be made, such Card Transactions can be cancelled by you or your Business telling the Supplier, or us. If you ask us to stop a recurring transaction, you must tell us no later than one Business Day before the payment is due to take place. We recommend you contact the person you make the payment to so that they do not keep trying to take payment. You will need to contact them if you want to cancel your arrangement with them in any case, as we cannot do that for you. By cancelling a recurring transaction arrangement you or your Business will have withdrawn authorisation for such future transactions. We may ask you for clarification of which payment you are stopping and/or, if appropriate, request written confirmation that authorisation to 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 the BTS Details change as 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.
- 5.7 If on receipt of your Statement, an item appears of which you have no record, you should contact Bank of Scotland plc, by telephone on 0800 096 4496 (if abroad +44 1908 544059) without undue delay and in any case within 13 months of the transaction date.
- 5.8 All Non Currency Card Transactions will be converted to the Currency and debited to the Business Account. All Non Currency Card Transactions will be converted to the Currency at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Business Account which may be after the day you carried out the Card Transaction. Any cash advances will be subject to a cash advance fee and if the cash is withdrawn or purchased in a currency other than the Currency it will also be subject to the Non Currency Card Transaction fee. The Non Currency Card Transaction fee as shown on the Website (which may be amended from time to time) is added to the converted Currency amount and this fee and the converted Currency amount will be shown on your Statement. We will not be responsible where a currency conversion service is applied by a Supplier and the Supplier does not disclose any charges or the exchange rate to be used at the time of the Card Transaction.
- 6 OCMS**
- 6.1 To access OCMS, each Travel Administrator must agree to and comply with the online OCMS Conditions of Use. Upon enrolling for OCMS you must choose a user identification and a password. Travel Administrators agree that they will not engage in any unacceptable use of OCMS, including without limitation, the activities set out in condition 6.4.
- 6.2 OCMS may contain inaccuracies and typographical errors and the Travel Administrator acknowledges and agrees that the 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.
- 6.3 You must:
- 6.3.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 6.3.2 ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
- 6.3.3 comply with all applicable security procedures (including any instructions the Bank gives you from time to time) 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
- 6.3.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 6.4 You must not:
- 6.4.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 6.4.2 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;
- 6.4.3 use OCMS other than for the Business' business purposes;
- 6.4.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 6.4.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under these Conditions of Use or any copies thereof whether in the form of user guides or otherwise;
- 6.4.6 use accounts, account numbers or attempt to authorise transactions through accounts for which you do not have full authority to conduct such activities;
- 6.4.7 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;
- 6.4.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 6.4.9 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;
- 6.4.10 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;
- 6.4.11 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;
- 6.4.12 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;
- 6.4.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Website or any network connected thereto; or
- 6.4.14 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, use as an application service provider or service bureau use.
- 6.5 You acknowledge 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 these Conditions of Use gives you any right, title or interest in any such intellectual property.
- 6.6 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.
- 6.7 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 6.8 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.
- 6.9 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 Travel Administrator's inability to use OCMS howsoever this arises.
- 6.10 The Bank may suspend, modify or discontinue OCMS, and/or terminate the Travel Administrator's right to use OCMS, at any time for any reason including:
- 6.10.1 maintenance or enhancement;
- 6.10.2 breach of security or breach by the Travel Administrator of any of its obligations hereunder;
- 6.10.3 the Travel Administrator's, or Business', failure to agree to any changes to the terms of use relating to the OCMS; or

6.10.4 the Travel Administrator, or the Business, uses, or attempts to use the OCMS, in an unauthorised manner, and whenever practicable the Bank will notify the Travel Administrator accordingly.

6.11 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.

6.12 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of these Conditions of Use.

7 Statements

7.1 If there have been any Card Transactions or Charges on the Business Account, and/or the Business Account balance is greater than zero, in any Billing Cycle, we will provide or make available a Statement to you and your Business. The Statement will show all Card Transactions and Charges debited and all amounts credited to the Business Account in the Billing Cycle and the total amount due on the Business Account at the Statement date. You must check your Statement promptly on receipt to ensure that all Card Transactions on the Statement are correct. In the event of any errors during the production or posting of your Statement (including posting on the Website), you may experience a delay in being able to view your Statement. If there have been no Card Transactions and the Business Account balance is zero, we will not produce a Statement. Your Statement contains confidential information and you should dispose of it carefully.

8 Payment

8.1 Your Business is liable to us for settlement of the amount shown in your Statement and no payment is due from you to us.

9 Disputes and Discrepancies

9.1 You must use all reasonable endeavours to resolve any questions, problems, discrepancies or disputes concerning any item appearing on your Statement directly with the relevant Supplier. If you are unable to resolve the issue please contact us immediately on 0800 096 4496 (if abroad +44 1908 544059) and we will take appropriate steps to provide the information you request or attempt to resolve your concern. However, unless required by law, we have no liability in relation to any goods or services obtained by use of your BTS Details.

10 When we can stop use of the BTS Details

10.1 We can stop the use of the BTS Details, or refuse to renew, replace or reissue the BTS Details, if it is reasonable for us to do so for reasons relating to:

10.1.1 the security of the BTS Details;

10.1.2 any suspected unauthorised or fraudulent use of the BTS Details;

10.1.3 a significantly increased risk that the Business will be unable to repay any credit line relating to the BTS Details; and/or

10.1.4 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.

10.2 We will inform the Business as soon as is practicable if we are going to, or if we have, stopped the use of the BTS Details and we will advise the Business of any reasons, unless the law prevents us from doing so or it would undermine our security measures.

10.3 If you need to discuss the stop on the BTS Details, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Bank of Scotland plc Card, PO BOX 6061, Milton Keynes MK7 8LE.

10.4 Either you or the Business may at any time close the Business Account if the Business pays to us all amounts outstanding on the Business Account and destroys the BTS Details.

10.5 Subject to any notice we are required by law to give you, we may close the Business Account at any time; in particular, the Business Account may be closed if you exceed the Travel Administrator Limit or the overall Card Transaction limit for the Business Account, or if you for any reason cease to be employed by, or contracted to supply services to, the Business.

10.6 If you cease for any reason to be an employee, agent or contractor of the Business you must cease to use the BTS Details and the Business Account.

11 Charges

11.1 Your Business is liable for payment of all reasonable expenses incurred by us:

11.1.1 resulting from your use of the BTS Details including expenses incurred as a result of any breach by you of these Conditions of Use; and

11.1.2 in recovering the BTS Details if these should have been destroyed and have not been so destroyed.

11.2 We may debit from the Business Account any Charges we may make for information or services you ask for (which we have not agreed to provide elsewhere in these Conditions of Use).

11.3 We may also debit the Business Account with any costs and expenses we incur in enforcing our rights.

11.4 All such Charges, costs or expenses will be debited to the Business Account.

12 The Supplier

12.1 We are not liable if any bank, Supplier, terminal or other machine does not accept the BTS Details.

12.2 If the Supplier is liable to refund a Card Transaction, we will only credit the Business Account with the amount of the refund when we receive an appropriate voucher or satisfactory confirmation from the Supplier.

12.3 No claim against the Supplier may be the subject of set off or counterclaim against us (unless the law provides otherwise).

13 Service

13.1 We try to give a complete service when required, but we will not be liable if we fail to carry out our duties due to industrial action, the failure of any machine, data processing system, transmission link or to any other event outside our control.

14 Our Service Promise

14.1 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices. You can also find details on our website at www.bankofscotlandbusiness.co.uk.

15 Lost or Stolen BTS Details

15.1 If the BTS Details are lost, stolen or become known to any person other than you, or the BTS Details are for any reason liable to misuse, you must notify the Bank as soon as possible by telephone on 0800 096 449 (this customer service helpline is available 24 hours a day seven days a week for lost or stolen BTS Details) (if abroad +44 1908 544059) so we can take steps to limit unauthorised use of the Business Account. We may ask for written confirmation within seven days. If the BTS Details are subsequently found, they must not be used and must be destroyed.

15.2 You will assist us or our agents in the investigation of the loss, theft or possible misuse of the BTS Details and will assist us to recover the BTS Details. You consent to the disclosure of any relevant information concerning the Business Account in connection with such matters. You consent to us passing on related information to other banks, to those involved in processing payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.

15.3 The BTS Details are and remain our property at all times. You are responsible for recovering, destroying and returning the BTS Details issued to you if we or our agents so request.

15.4 When the BTS Details expire or are lost or stolen the Bank may issue new BTS Details.

15.5 For the avoidance of doubt you will not be liable to the Bank for anything under this condition 15.

16 Data Protection

16.1 Your information will be held by Bank of Scotland plc which is part of the Lloyds Banking Group.

16.2 Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. Sharing this information enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.

16.3 We may ask you to provide physical forms of identity verification.

16.4 Under the Data Protection Act 1998 (as amended and/or updated from time to time) ("the DPA") you have the right of access to your personal data. The DPA allows us to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.

16.5 It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at <http://business.bankofscotland.co.uk/business-home/legal/personal-and-business-data> or you can ask us for a copy. By using your BTS Details, you agree to your personal information being used in the ways we describe in our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

17 Changes to Conditions of Use

17.1 We have the right to make changes to these Conditions of Use at any time including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions or to take account of reorganisations within Lloyds Banking Group, to change the scope of the Service, to improve security or to take account of changes to systems. Changes will be notified to you via your Nominated Travel Administrator, whereby your Nominated Travel Administrator will be notified of the changes in writing by post or by email and in either case may direct you to the Website where details of the change are posted.

17.2 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving you any prior notice.

18 General

18.1 You must notify us of any change in your name or address and, if we ask, confirm it in writing.

18.2 You consent to us providing any information referred to in the Conditions of Use on the Website.

Travel Inconvenience Benefits

Business Travel Solution – policy summary:

As a holder of the Business Travel Solution BTS Details you have access to certain insurance benefits. This is a summary of the policy and does not contain the full terms and conditions of the cover. For full details of our terms and conditions, please visit www.bankofscotlandbusiness.co.uk where you can access them as a downloadable file.

Name of insurer:

Insured by certain underwriters of Lloyd's of London.

Type of insurance and cover:

The Business Travel Solution policy provides cover for you and up to three colleagues, when all are travelling together on a business journey outside the United Kingdom for up to 90 days duration. Cover is provided when the full cost of your business travel has been purchased with your Business Travel Solution BTS Details. Please note that this is not a full travel insurance policy.

Significant features and benefits:

- Travel delay £25 per hour up to £300 – compensation if your ship, aircraft or train is delayed by more than four hours.
- Delayed baggage £40 per hour up to £480 – compensation if your luggage is delayed by the carrier by more than four hours.
- Hijack £30 per day up to £630 – a benefit for each day of your trip that you are subject to a hijack.
- Legal expenses up to £2,500 – cover for legal costs following your personal injury or death caused by a third party while you are on a trip.

Significant and unusual exclusions or limitations:

- Your policy excludes some situations. These generally involve anything you already know about or that is caused by war, fraud or criminal or deliberate acts on your part. For full details of exclusions please visit www.bankofscotlandbusiness.co.uk, where you can access the policy booklet as a downloadable file.

- This coverage is only valid for travel undertaken on tickets where the full cost has been charged to your Business Travel Solution BTS Details.
- Excesses apply to certain benefits (an excess is the first part of a claim which is not covered by the insurance).
- Claims must be submitted no more than 30 days after the incident or loss occurs.

Duration of policy:

The benefits under the policy are available as soon as you receive your BTS Details and will remain in force as long as you hold the BTS Details or until such time as a policy covering these product types is no longer provided by Bank of Scotland plc.

Cancellation rights:

Access to benefits under this policy are provided free of charge by Bank of Scotland plc and can only be cancelled by them or International SOS Assistance (UK) Limited. If you cancel your BTS Details, you will no longer be able to claim under the benefits of this policy.

How to claim:

If you need to make a claim, please contact OSG by telephone on +353 1261 2002 or write to:

OSG Travel Claims Services P.O. Box 1086 Belfast, BT1 9ES United Kingdom.

Medical and legal advice:

If you need medical or legal advice, please contact International SOS Assistance (UK) Ltd by telephone on +44 208 762 8146 or write to:

International SOS Assistance (UK) Ltd, Building 4, Chiswick Park, 566 Chiswick High Road, London, W4 5YE, United Kingdom.

Complaints:

If for any reason you are not satisfied with the insurance service you may contact OSG Travel Claims Services at:

The Complaints Officer, OSG Travel Claims Services, P.O. Box 1086, Belfast, BT1 9ES, United Kingdom.

In the event that the matter remains unresolved, it may subsequently be referred to the Financial Ombudsman Service. Full details of the complaint address can be found in the insurance booklet.

Financial services compensation scheme:

International SOS Assistance (UK) Ltd are members of the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and circumstances of any claim.

Additional information:

Full details of the terms and conditions of this insurance are available on request from your Nominated Travel Administrator.