

COMMERCIAL BANKING

## Core Banking Agreement



# SWIFT MT101 Outward

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](http://bankofscotland.co.uk/corebankingagreement) or request a copy from your relationship team.









# 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.

## Customer Account

means the accounts at the **Executing Bank** identified on your Application Form for this service or as otherwise agreed in writing from time to time;

## Executing Bank

means the bank which receives the **MT101** from the **Forwarding Bank**;

## Forwarding Bank

means Lloyds Bank plc;

## MT101

means a message sent from the **Forwarding Bank** to the **Executing Bank**, for the purpose of debiting a specific account you hold with the **Executing Bank** and effecting an onward transfer to a client selected beneficiary or account;

## Service

means the forwarding, by us, of requests for transfer to nominated financial institutions, using electronic banking channels provided by us; and

## SWIFT

means **Society for Worldwide Interbank Financial Telecommunication**, and it supplies secure messaging services and interface software to wholesale financial entities.

# 2. Authorisation

- 2.1 The **Forwarding Bank** will provide the **Service** to you in accordance with the terms of these Product & Services Terms & Conditions. The **Forwarding Bank** will be acting on your behalf in sending your instructions (in the form of a **MT101**) to the **Executing Bank**.
- 2.2 You warrant to us that the **Executing Bank** is authorised to accept any properly authenticated request and/or message transmitted by the **Forwarding Bank** at your request in relation to the **Customer Account** (the "Request for Transfer").
- 2.3 When the **Executing Bank** receives a Request for Transfer from the **Forwarding Bank**, you agree that the **Executing Bank** will make a payment in accordance with the Request for Transfer.
- 2.4 Furthermore you acknowledge that any instruction sent or received via **SWIFT** will be subject to **SWIFT** rules and standards.
- 2.5 Instructions given by you to the **Forwarding Bank** must specify the account number to which the instruction relates.
- 2.6 The **Forwarding Bank** may provide to the **Executing Bank** any information relating to you or your accounts which the **Forwarding Bank** considers relevant to instructions being provided.

# MT101

means a message sent from the Forwarding Bank to the Executing Bank, for the purpose of debiting a specific account you hold with the Executing Bank and effecting an onward transfer to a client selected beneficiary or account.

### 3. Cut-off times

- 3.1 Unless there are specific cut-off times provided in these Product & Services Terms & Conditions, you can find our generic payment cut-off times in the General Information On Payments, Charges & Contacts.

### 4. Charges

- 4.1 The **Forwarding Bank** will invoice you each month for the charges arising under or in connection with these Product & Services Terms & Conditions (as set out in the Charges Schedule to these Product & Services Terms & Conditions), and by way of settlement you hereby authorise the **Forwarding Bank** to debit the charges shown on the invoice from the **Customer Account**. The **Forwarding Bank** will debit the **Customer Account** with the relevant amount not less than 14 calendar days after the date of invoice.



## 5. Liability

- 5.1 The **Forwarding Bank** shall not be liable for any loss, damage, injury, interruption, delay or non-performance arising out of late delivery, error or omission in the sending of instructions by you or on your behalf or any delay or failure by the **Executing Bank** to make a payment in accordance with the Request for Transfer.
- 5.2 Any representation made or warranty given by a **Forwarding Bank** employee or other servant or agent of the **Forwarding Bank** in relation to these Product & Services Terms & Conditions shall not bind the **Forwarding Bank** unless confirmed in writing.
- 5.3 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.

## 6. Termination and changes

- 6.1 In addition to our rights in the Relationship Terms & Conditions, we may, at our option, terminate or suspend the supply of the **Service** forthwith by notice to you if any financial institution or network operator which we use to provide the **Service** is no longer willing to provide the necessary services to us to allow us to continue to provide the **Service** to you.
- 6.2 The effect of instructions sent/received before termination of the **Service** shall not be affected by such termination.



# 14 DAYS

The Forwarding Bank will debit the Customer Account with the relevant amount not less than 14 calendar days after the date of invoice.



## 7. Other terms

- 7.1 In consideration of the **Forwarding Bank** accepting any instruction pursuant to **The Agreement** you agree, to indemnify the **Forwarding Bank** against all claims, demands, liabilities, costs charges and expenses whatsoever which may be incurred by the **Forwarding Bank** by reason or as a consequence of the **Forwarding Bank** providing the **Service** to you.
- 7.2 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 7.3 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 7.4 and clause 7.5, 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.
- 7.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 7.5 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.

## 8. Contact details

- 8.1 You can contact us:



by email at  
**GRPLloydslinktech**  
**@Lloydsbanking.com**



by post at  
Lloyds Client Servicing,  
Commercial Banking  
Operations, Citymark,  
150 Fountainbridge,  
Edinburgh EH3 9PE



or by such other contact  
methods as we may from time  
to time advise you

- 8.2 Further contact details are set out within the General Information On Payments, Charges & Contacts.

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## ▶ AGREE TO INDEMNIFY

In consideration of the Forwarding Bank accepting any instruction pursuant to The Agreement you agree, to indemnify the Forwarding Bank against all claims, demands, liabilities, costs charges and expenses whatsoever which may be incurred by the Forwarding Bank by reason or as a consequence of the Forwarding Bank providing the Service to you.

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