

COMMERCIAL BANKING

Core Banking Agreement



PCO Pay Terms

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



PCO Pay Charges Schedule

This contains details of charges for your **PCO Pay Service**.

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 PCO Pay Charges Schedule.

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 for dates of execution of the application form for these Product & Services Terms & Conditions.

l. **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 the Disclosing Party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

iii. 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

iv. is trivial or obvious,

v. and (for the avoidance of doubt) the iSITE Service and the iSITE Guide are **Confidential Information**.

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

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

q. **Control Account**
has the meaning given to it in clause 23.6.

r. **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.

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

v. **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.

w. **Internal Payment Instruction**
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held either 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 identified by us in writing from

1. Information about these Product & Services Terms & Conditions

- 1.1 These Product & Services Terms & Conditions apply to the **PCO Pay Service**. The **User Documentation** forms part of these Product & Services Terms & Conditions.

2. Definitions

- 2.1 Words and expressions as defined in the Relationship Terms & Conditions and **PCO Pay Charges Schedule** 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:

Contacts

means the primary and secondary contacts as nominated and replaced by you from time to time, who are the main point of contact for you and for us, and who are the users of the **PCO Pay Service** and to whom security details or procedures are delivered from time to time.

Customer Verification Procedure

means our means of establishing the identity of a caller who is connected to your business. You should be aware that anyone who has access to your PCO Pay security details and your bank statements may be able to satisfy this procedure.

Entry Day

means the date you want the money specified in a **PCO Pay File** to arrive in the recipient accounts. This must be a working day.

Helpdesk

means the helpdesk service provided to you from time to time relating to the **PCO Pay Service**.

Input Date

means the date on which you enter and fully authorise your payment transactions contained in the **PCO Pay File**. This must be a **Business Day** and the authorisation must be completed before 16:30.

Processing Date

means the working day before **Entry Day** (see above), the earliest Processing Date you can have is the working day after the Input Day. You can set a Processing Date to be between 1 and 31 days after the **Input Date**;

PCO Pay Application Form

means the application form for the **PCO Pay Service**.

PCO Pay Bacs Limit

means the authorised payment limit(s) agreed between you and your Bank from time to time.

PCO Pay Charges Schedule

means the schedule of charges for the **PCO Pay Service**.

PCO Pay File

means the database described as such in the **User Documentation**.

PCO Pay Service

means a managed service (forming part of the **PCO Service**) available to customers that meet certain eligibility criteria (as advised to such customers from time to time) to manage the process of sending direct credits within the rules of the **Bacs** direct credit scheme.

PCO Pay Service Authorisation Process

means the process you follow to authorise your transactions for payment.

PCO Service

has the meaning given to Service in the Product & Services Terms & Conditions for the PCO Service.

User Documentation

means the guidelines that we provide to you from time to time in connection with your operation of the **PCO Pay Service**, including guidance supplied in a user guide or by letter.

2.2 In these Product & Services Terms & Conditions:

- 2.2.1 where we refer to “you” or “your” we mean your business or organisation (whether you are a sole trader, partnership, limited liability partnership, company, charity, trustee of a pension scheme or any other type of entity or organisation). If two or more persons are comprised in the expression “you” or “your”, the words mean any one or more of them;
- 2.2.2 where we refer to “we”, “us” or “our” we mean Bank of Scotland plc registered in Scotland with a registered office address of The Mound, Edinburgh EH1 1YZ and with a registered company number of SC327000 (and any successors or assigns of Bank of Scotland plc);
- 2.2.3 when we refer to a person, this could mean any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity;
- 2.2.4 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;
- 2.2.5 any references that we make to the singular include the plural and vice versa;
- 2.2.6 any references that we make to any gender include every gender;
- 2.2.7 any references to a time of day are to UK time;
- 2.2.8 any words following the words include, includes, including, in particular or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning of the words preceding them; and
- 2.2.9 any references to a “party” or to the “parties” means you and/or us as the context requires.

3. Your relationship with us

- 3.1 You In order to use the **PCO Pay Service**, you must:
 - 3.1.1 maintain an account with us;
 - 3.1.2 be approved by us to use the **PCO Pay Service**; and
 - 3.1.3 comply with any other eligibility requirements that we impose from time to time.
- 3.2 You warrant and represent to us at all times that you meet the eligibility requirements under clause 3.1.



4. About this Agreement

- 4.1 Subject to the above, we, Bank of Scotland plc, agree to provide you the customer, with our **PCO Pay Service** on the terms set out in these Product & Services Terms & Conditions.
- 4.2 In circumstances where we have exercised our right to provide you with the **PCO Pay Service** using a third party operator, references in these Product & Services Terms & Conditions to “we” or “us” will be deemed to include reference to the third party operator, where appropriate.

5. Commencement

- 5.1 The **PCO Pay Service** will commence once you have completed the registration formalities and setup procedures that are referred to in the **User Documentation**.

6. Operating hours for your PCO Pay Service

- 6.1 Except as otherwise stated in these Product & Services Terms & Conditions, the usual operating hours for the **Helpdesk** is 9am-9pm, Monday to Friday except UK bank holidays.
- 6.2 Other than in the circumstances set out in clause 13.4.1 or clause 13.4.5, if we do cancel or suspend use of the **PCO Pay Service** we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. If we cancel or suspend your use of the **PCO Pay Service** for the reason set out in clause 13.4.5 you will need to contact us to reactivate the **PCO Pay Service** before you are able to use the **PCO Pay Service** again.

7. Personal use only

- 7.1 You must not transfer, subcontract, delegate or assign your rights under these Product & Services Terms & Conditions to use of the **PCO Pay Service** to any other company or person, or otherwise permit use of the **PCO Pay Service** by any third party.
- 7.2 You must not use the **PCO Pay Service** outside the UK, unless you have obtained prior written consent from Bank of Scotland plc; requests for use of the **PCO Pay Service** outside the UK should be addressed to your relationship manager in the first instance.

8. Your transactions and instructions via PCO Pay Service Authorisation Process

- 8.1 Any data, information, instruction or message entered on the **PCO Pay Service** must be entered in the manner specified in the **User Documentation**. Payment instructions submitted by you will be properly authorised by you by use of the correct **PCO Pay Service Authorisation Process**. When you have generated your transactions you will receive an email containing a unique **PIN** for them. Only when you have entered that **PIN** into the PCO Pay software will the payments be marked as authorised and sent to Bacs for payment. If the value of your transactions take you over your payment limit then they will also need approving by your account manager before they are sent to Bacs for payment. Other than in respect of the submission of payment instructions, we may deal with individuals who contact us on your behalf in relation to the **PCO Pay Service** provided that they pass the **Customer Verification Procedure**.
- 8.2 When using the **PCO Pay Service** you must specify a **Processing Date** which is between 1 and 31 days after the **Input Date**. The money is transferred from your account to the beneficiary on the working day after the **Processing Date**. All submissions made to Bacs follow a 3-day cycle, more information on the Bacs processing cycle can be found in the **User Documentation**.
- 8.3 Receipt by your Bank of any instruction or message issued or purporting to be issued by you in accordance with the relevant authorisation procedure will constitute full and unconditional authority to your Bank to carry out or act upon that instruction, message or notice. Once a payment instruction has been authorised by you, you can withdraw your authorisation at any time up to the relevant cut-off time for submission of instructions set out in clause 8.10. After that time you may be able to recall a payment at any time up to 3pm on the day before the payment is due to be debited from your account and credited to the payee's bank (see the **User Documentation** for more information).

Responsibilities for input data

- 8.4 If, through no fault of ours, any information or input data fails to reach the **PCO Pay Service**, the **PCO Pay Service** will be limited to the

information that has been entered and fully authorised in the **PCO Pay Service** by you or automatically entered on receipt and processing of Bacs amendment and cancellation reports by our third party operator (as appropriate).

- 8.5 You provide data, information, instructions and messages (including input to the **PCO Pay Service** system) at your own risk. You will ensure that all data entered on the **PCO Pay Service** is correct and complete. You must let us know immediately about any errors, discrepancies or omissions in accordance with the **User Documentation**.
- 8.6 You must provide the payees' correct bank Sort Code and Account number and, where relevant correct building society reference/roll number, for your payment instructions to be properly executed. If you fail to provide the correct details we will not be liable should a transaction not be properly executed although we will use all reasonable efforts to recover your payment.
- 8.7 Your **PCO Pay Bacs Limit** will be as agreed between you and your Bank and notified to us in writing from time to time in accordance with the **User Documentation**.

Acting on instructions to make payments from your account(s)

- 8.8 Where we receive a payment instruction from you for execution on a specific date, being the **Processing Date**, you agree that the time of receipt is deemed to be the specific date on which we are to execute the payment instruction.
- 8.9 Once we are deemed to have received an instruction through the **PCO Pay Service** involving the transfer of a sum of money we will put it into effect.
- 8.10 Provided you enter and fully authorise your payment instruction before the cut-off time on a Business Day we will submit your instruction to Bacs on the day we receive it. Instructions received after the cut-off time or on a day that is not a Business Day will be submitted the next Business Day. The cut-off time for instructions to be fully authorised is 4.30pm.

8.11 Transactions are executed in pound sterling.

8.12 Your bank

8.12.1 may debit the sum specified in your instruction from the account identified in your instruction or at your bank's discretion any other account in your name: this applies whether the account identified is in credit or already overdrawn or becomes overdrawn as a result of the transfer. (But please also see clause 8.13);

8.12.2 may in its absolute discretion make any payment in respect of the **PCO Pay Service** even if this causes the **PCO Pay Bacs Limit** to be exceeded.

8.13 Notwithstanding clauses 3 and 8.12 above, your Bank will be under no obligation whatsoever to make a payment in accordance with an instruction received through the **PCO Pay Service** unless:

8.13.1 there are already sufficient cleared funds in the account in question; or

8.13.2 you have already been authorised by your Bank to overdraw enough money on the account in question to make the payment; and

8.13.3 the **PCO Pay Bacs Limit** is not exceeded and has not been withdrawn or cancelled; and

8.13.4 the instruction we receive from you is clear, irrevocable and unconditional.

8.14 Notwithstanding clause 8.17, your Bank may refuse to make a particular payment if it (or the systems it uses) reasonably suspect that the payment is unauthorised or fraudulent. If your Bank does refuse to act on a payment instruction we will, where it is reasonable or we are required to do so, notify you or make available to you the reason why the payment was refused as soon as possible and in any event by the end of the Business Day following the Payment Date. Subject to any legal or regulatory requirements which may apply, we will tell you why your Bank refused to act on your instructions and stopped

the payment. If this has been due to you giving incorrect information we will tell you how to put this right. We will notify you or make this information available to you in the manner that we reasonably believe is most appropriate.

8.15 If your Bank acts on any instruction received in connection with the **PCO Pay Service** to provide you with a banking service for which Bank of Scotland plc would usually require you to fill in an application form or some other written authority, by giving this instruction, you will be deemed to have read and signed your Bank's application form or authority for such transaction. This means you will be bound by your Bank's standard terms and conditions for that banking service (and not those of Bank of Scotland plc if different from your Bank).

8.16 If you give an instruction via the **PCO Pay Service** for the purpose of making a payment from a particular account, the standard terms of your Bank for that account will apply to the transaction (at least to the extent that those standard terms are consistent with the use of the **PCO Pay Service**).

For example, when you use the **PCO Pay Service** to instruct your Bank to transfer money from an interest bearing account without giving the appropriate withdrawal notice, the terms of that account at your Bank covering the loss of interest will apply.



8.17 All information and data provided to you or your agent by us, your Bank, Bacs, or by any third party operator we may appoint must be checked by you immediately on receipt. If any such information or data is incorrect or omits anything it should include, you should follow the relevant instructions in the **User Documentation** for such eventuality.

Information on payments from your account

8.18 Transactions made under the **PCO Pay Service** will be shown on the statements your Bank provides or makes available for your account. There will be one debit shown on your statement for each submission. We will also provide submission information within **PCO Pay Service** as set out in the **User Documentation**. You should check your statement and the submission information regularly.

8.19 If there is an entry that seems to be wrong you should tell us as soon as possible so that we can sort it out. Delay in notification may make correcting any error difficult. If we need to investigate a transaction you should co-operate with us and the police, if we need to involve them. In addition to checking statements you should notify us as soon as possible by contacting the **Helpdesk** on **0345 519 0317** if you become aware of a transaction which has not been authorised by you.

9. Your Responsibilities for Security

9.1 As a **PCO Pay Service** customer, you must:

- 9.1.1 set up and maintain adequate measures to safeguard the **PCO Pay Service** (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorised to do so; and
- 9.1.2 (and must procure that **Contacts** and employees using the **PCO Pay Service**) comply with the provisions of these Product & Services Terms & Conditions and all applicable procedures and instructions issued by us whether in the **User Documentation** or otherwise;
- 9.1.3 inform us immediately by calling the **PCO Pay Helpdesk** on **0345 519 0317** or such other telephone number that we provide to you, if you become aware of the theft, loss or misuse of the **PCO Pay User ID** or login details or the unauthorised use, by anyone, of part or all of the **PCO Pay Service**;
- 9.1.4 inform us immediately by calling the **PCO Pay Helpdesk** if you become aware of any claims by a third party in connection with your use of the **PCO Pay Service**; and
- 9.1.5 keep the **PCO Pay User ID** and login details strictly confidential.

9.2 You must ensure that:

- 9.2.1 a primary and secondary **Contact** are nominated by you at all times;
 - 9.2.2 the primary and secondary **Contact** are directly involved in using the **PCO Pay Service**;
 - 9.2.3 the **Contacts** are aware of and comply with any responsibilities on their part contained or referred to in these Product & Services Terms & Conditions or the **User Documentation**.
- 9.3 As the provider of the **PCO Pay Service**, we are entitled:
- 9.3.1 to make technical and other modifications to the **PCO Pay Service** from time to time after giving you notice as detailed in the **User Documentation**.
- 9.4 If we exercise our right to modify the **PCO Pay Service** at any time, we will not be responsible for any of your resulting costs or expenses.

10. Property, Copyright and Allied Rights

- 10.1 The copyright and all other related intellectual property rights in the **PCO Pay Service, User Documentation** and all information, techniques, data and designs whatsoever relating to them:
 - 10.1.1 are and will remain our property (or, if applicable, our suppliers' property); and
 - 10.1.2 you, as customer, will not in any circumstances obtain any rights in our property or, if applicable that of our suppliers.
- 10.2 You must not copy the **User Documentation** or any of the information, techniques, data or designs relating to the **PCO Pay Service**.
- 10.3 The **PCO Pay Files** and data entered on the **PCO Pay Service** will be and will remain your property, and it is your responsibility to effect any relevant registration that is required under the Data Protection (Charges and Information) Regulations 2018 or by any subsequent re-enactment or amendment to that Act.

11. About our charges and your payments

- 11.1 Charges apply to your use of the **PCO Pay Service**. Unless otherwise agreed between you and us, you can find details of those charges in the **PCO Pay Charges Schedule**.
- 11.2 You authorise us to debit the charges referred to in clause 11.1, in accordance with the charging arrangements agreed between us. Charges will be taken from the account identified on the application form or any other account nominated by you, whether in credit or overdrawn or becoming overdrawn as a result of such debit.
- 11.3 While these Product & Services Terms & Conditions lasts, you cannot cancel your authority to us (in clause 11.2) to debit our charges to your account.
- 11.4 If our charges are not paid as provided in these Product & Services Terms & Conditions, we will be entitled to charge interest on the amount you still owe. (This right applies after - as well as up to - the date of any formal demand or court judgment.) The interest rate will be 8% per annum. Any interest that is unpaid will be compounded once a month.
- 11.5 Our charges for the **PCO Pay Service** do not include:
 - 11.5.1 VAT, or
 - 11.5.2 any other taxes or duties payable in connection with the supply and use of the **PCO Pay Service** (except those that are attributable to our profits). You will be responsible for paying any of these taxes and duties at the rate and in the way laid down by law.
- 11.6 We may change our charges for the **PCO Pay Service** at any time by giving you notice in accordance with the Relationship Terms & Conditions.
- 11.7 To avoid any doubt, please note that the word 'charges' as used in these Product & Services Terms & Conditions only applies to our charges for providing your **PCO Pay Service** which you receive. It does not apply to any charges for particular banking or other services with which you are provided in response to your requests for payment in connection with the **PCO Pay Service** which will be subject to the terms and charges set out in your Bank's standard agreements for those particular services.

12. About our liabilities for loss, delay, etc

- 12.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:
- 12.1.1 any failure or malfunction of any equipment used by you or your agents or subcontractors in connection with the **PCO Pay Service**;
 - 12.1.2 use of the **PCO Pay Service**;
 - a. in a way or for a purpose not recommended, authorised or intended by us; or
 - b. in contravention of any law or regulation;
 - 12.1.3 fraud, wilful damage, negligence or breach of duty by:
 - a. any independent contractor employed by us to carry out a service on our behalf, or
- 12.2 We will not be liable to you:
- 12.2.1 for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
 - 12.2.2 for any loss or profits, loss of business, loss of goodwill or any form of special damages; nor
 - 12.2.3 for any losses associated directly or indirectly with our failing to make payment because you have not provided us with the required or correct details.

13. Termination

- 13.1 You may stop receiving the **PCO Pay Service** from us at any time for any reason. If you wish to do so, you will need to give notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us. The **PCO Pay Service** will terminate on the first day of the month following the date of our receipt of your notice.
- 13.2 We may stop providing the **PCO Pay Service** to you at any time for any reason by giving no less than 90 days' written notice to you (provided that we also give you any other notice that we are required to give to you by law).
- 13.3 We may stop providing the **PCO Pay Service** to you or restrict or remove any PCO User's access to the **PCO Pay Service** immediately if you breach clause 3 of these Product & Services Terms & Conditions.
- 13.4 We may cancel or suspend the **PCO Pay Service** at any time if:
- 13.4.1 you do not have a bank account with us; or
 - 13.4.2 we have to carry out preventative or emergency maintenance work; or
 - 13.4.3 use of the **PCO Pay Service** exceeds any agreed or specific limits; or
- 13.4.4 you are in breach of your obligations under these Product & Services Terms & Conditions; or
- 13.4.5 you have not used the **PCO Pay Service** for more than 13 months.
- 13.5 Without prejudice to our right to stop providing the **PCO Pay Service** to you under Section 13.2.2 of the Relationship Terms & Conditions, we may restrict or remove any PCO User's access to the **PCO Pay Service** immediately if any of the circumstances in Section 13.2.2 of the Relationship Terms & Conditions have occurred.

14. What happens after termination or cancellation?

14.1 If you cancel the **PCO Pay Service**, stop receiving the **PCO Pay Service** or we stop providing you with the **PCO Pay Service**, you will immediately ensure that neither you nor any of your PCO Users attempt to access or use the **PCO Pay Service** and you will immediately and at our discretion, either:

14.1.1 return to us all material (whether originals or copies and in whatever medium) hardware, software and documentation relating to the **PCO Pay Service**; or

14.1.2 confirm that such materials, hardware, software and documentation have been destroyed.

15. Liability and relief

We would like to draw your particular attention to this clause 15.

15.1 Our total liability to you arising out of or in connection with the **PCO Pay Service** in any period of 12 months (or such lesser period as you have been receiving the **PCO Pay Service**) up to the date when the liability was incurred, whether in contract, tort, delict or otherwise, in each case howsoever caused including if caused by negligence, shall not exceed:

15.1.1 the amount (if any) necessary to reimburse you in respect of any transaction as required by law; and

15.1.2 the amount of the fees paid by you for the **PCO Pay Service** in respect of that period or the sum of £5,000, whichever shall be the greater.

15.2 We will have no responsibility to you arising out of or in connection with these Product & Services Terms & Conditions, howsoever caused including if caused by negligence, for any:

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

15.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);

15.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);

15.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);

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



- 15.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
 - 15.2.7 loss of or corruption of data or information (whether direct, indirect or consequential);
 - 15.2.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
 - 15.2.9 indirect, incidental, consequential or special or punitive loss and other non-direct damages of any kind or character.
- 15.3 We will have no liability to you arising out of or in connection with the **PCO Pay Service**, whether in contract, tort, negligence, delict or in any other way including in connection with your use of, access to or reliance on the **PCO Pay Service**.
- 15.4 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where we have liability under another part of **The Agreement** we will not be liable in contract, tort, negligence, delict or in any other way for:
- 15.4.1 fraud by you and/or any PCO User; or
 - 15.4.2 any failure by you to use or to ensure that the use of **PCO Pay Service** is in accordance with **The Agreement** and any other instructions provided by us from time to time.
- 15.5 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) which we may incur or suffer arising, directly or indirectly, from:
- 15.5.1 any access or use by you or any PCO User of the **PCO Pay Service**; and/or
 - 15.5.2 any breach of **The Agreement** by you and/or any PCO User.
- 15.6 You will have sole responsibility for any data prepared and input by you or on your behalf and we will not be responsible for any fault or error whatsoever in that data or its input.
- 15.7 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections entitled "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 entitled "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.

16. Formal notices and communications between us

- 16.1 Any notice (other than notification on changes to interest rates referred to in the Relationship Terms & Conditions) to be given by either party in relation to your account shall be written and either sent by email (in which case deemed to be received the next Business Day after sending), post, or otherwise delivered by hand to the other party (and deemed received upon receipt).
- In the case of notices from you to us only, the notices must be signed by the "Primary" or "Secondary" contact named on the **PCO Pay Application Form**.
- 16.2 Until we notify you otherwise, our address for any notice you wish to send us is: **customerservices@payandcollectonline.lloydsbank.co.uk**
- 16.3 Until you notify us otherwise, your address for any notice from us will be the one you have given on your **PCO Pay Application Form**.
- 16.4 Either of us can change the address for these communications, by giving seven days' notice in writing to the other.
- 16.5 The language of these Product & Services Terms & Conditions is English and all communications and notices between us shall be in English.

17. Other legal points about these Product & Services Terms & Conditions

- 17.1 These Product & Services Terms & Conditions and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.
- The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Product & Services Terms & Conditions (including any dispute relating to any noncontractual obligation arising out of or in connection with these Product & Services Terms & Conditions).
- 17.2 If you, 'the customer', is two or more people:
- 17.2.1 each of you is jointly and severally liable for all of the undertakings and liabilities set down in these Product & Services Terms & Conditions, and
 - 17.2.2 when these Product & Services Terms & Conditions refers to 'you' and 'the customer,' these words mean any one or more of you.
- 17.3 If you, 'the customer', is a partnership, these Product & Services Terms & Conditions will be with the partnership and the partners as individuals and continue to be fully in force and will continue to bind each of the partners (as such partners and as individuals) who be with the partnership and the partners as individuals and continue to be effective and comprise 'the customer' from time to time, even if there is a change in the name, style or constitution of the partnership because:
- 17.3.1 an existing partner dies or retires or is expelled from the partnership, or
 - 17.3.2 one or more new partners joins the partnership, or
 - 17.3.3 of any merger, reconstruction or amalgamation of the partnership or substitution of the partnership by a successor partnership; or
 - 17.3.4 of a dissolution of the partnership; or
 - 17.3.5 any other change in 'the customer.'
- 17.4 If we should delay, neglect or postpone the enforcement of any term of these Product & Services Terms & Conditions, this will not amount or be understood to amount to a waiver of that term or in any way prejudice any of our rights under these Product & Services Terms & Conditions.
- 17.5 We have tried to make these Product & Services Terms & Conditions easier to read by adding headings to the various sections. These headings are not strictly part of these Product & Services Terms & Conditions and do not affect the legal construction or interpretation of any of their terms.
- 17.6 You agree to comply with all relevant data protection and privacy laws applicable to your use and receipt of the **PCO Pay Service** and shall not cause us or your bank to be in breach of such laws.
- 17.7 We will take reasonable precautions to ensure that information related to your business or affairs which become known to us is maintained in confidence and not disclosed to third parties except that nothing herein shall prevent us from disclosing any such information to third parties including our subcontractors, agents or other members of the **Lloyds Banking Group** where we reasonably consider such disclosure to be necessary in pursuance of the supply of the **PCO Pay Service** or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.
- 17.8 Nothing in these Product & Services Terms & Conditions confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 17.9 Subject to clauses 17.1, to the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the **PCO Pay Service**, including the **PCO Application Form**, **User Documentation** and any transmission, these Product & Services Terms & Conditions will take precedence.

