

COMMERCIAL BANKING

Core Banking Agreement



Swift MT101 Inward

Product & Services
Terms & Conditions



**BANK OF
SCOTLAND**

Contents

Important Information	1
1. Definitions	2
2. Authorisation	2
3. Cut-off Times	4
4. Charges	4
5. Liability	4
6. Termination and Charges	5
7. Other Terms	5
8. Contact Details	6

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

1. 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;

ix. 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

x. is trivial or obvious,

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

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

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

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

d. 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.

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.

ix. 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 identified 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.

Customer Account

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

Executing Bank

means Lloyds Bank plc;

Forwarding Bank

means the bank which sends the **MT101** to the **Executing Bank**;

MT101

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

Service

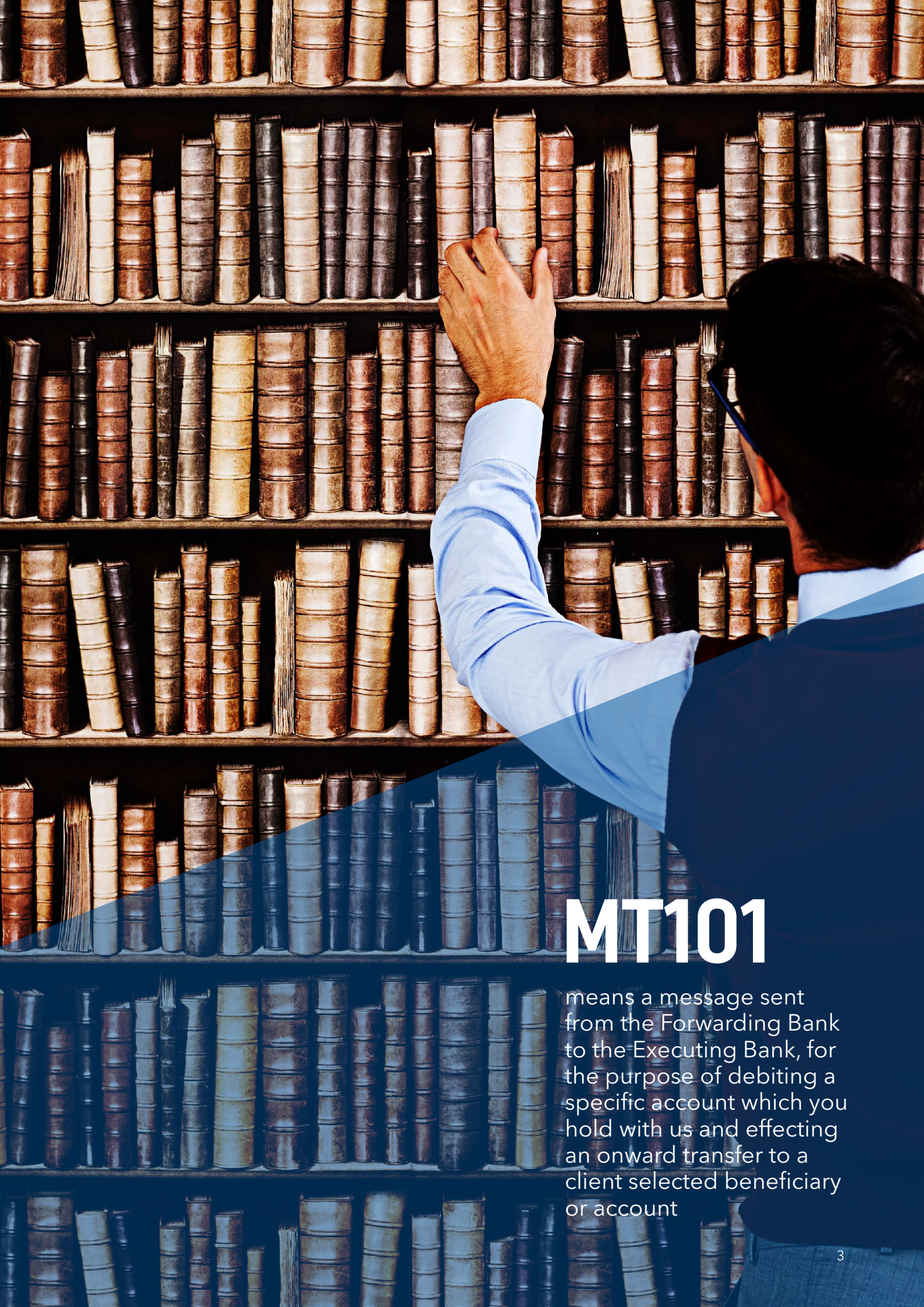
means the debiting of a specific account with us and the effecting of an onward transfer to a beneficiary or account specified by you (on receipt of an **MT101** from the **Forwarding Bank**).

SWIFT

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

2. Authorisation

- 2.1 The **Executing Bank** will provide the **Service** to you in accordance with the terms of these Product & Services Terms & Conditions. The **Executing Bank** is authorised to accept any properly authenticated request and/or message transmitted by the **Forwarding Bank** in relation to the **Customer Account** ("the Request for Transfer").
- 2.2 The **Forwarding Bank** will be acting on behalf of a party duly authorised by you in sending such Request for Transfer (the "Instructing Party").
- 2.3 The **Executing Bank** will be acting on any properly authenticated Request for Transfer received from the **Forwarding Bank** without making any enquiry about the circumstances of such Request for Transfer.
- 2.4 Once received by the **Executing Bank**, all Requests for Transfer may be treated by and acted upon by the **Executing Bank** in the same manner as if given directly by you to the **Executing Bank** by application in writing, or by such other means as the **Executing Bank** may from time to time accept, subject to receipt of such requests by the times agreed, if any, between the **Executing Bank** and you from time to time.
- 2.5 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 and that the terms and conditions in force from time to time in relation to any such Request for Transfer shall apply. Accordingly, please refer to the relevant payment Product & Services Terms & Conditions or speak with your relationship team. If the **Executing Bank** receives a Request for Transfer an hour before the applicable times specified in the schedule of cut-off times which can be found in the General Information On Payments, Charges & Contacts, the Request for Transfer will be deemed to have been received on the following Business Day.
- 2.6 Furthermore you acknowledge that any Request for Transfer sent or received via **SWIFT** will be subject to **SWIFT** rules and standards.
- 2.7 Requests for Transfer must specify the account number to which the Request for Transfer relates.
- 2.8 The **Executing Bank** may provide to the **Forwarding Bank** any information relating to you or your accounts which the **Executing Bank** considers relevant to any Request for Transfer received.
- 2.9 The **Executing Bank** may contact the **Forwarding Bank**, you or the Instructing Party at its discretion in respect of any query relating to any Request for Transfer.



MT101

means a message sent from the Forwarding Bank to the Executing Bank, for the purpose of debiting a specific account which you hold with us 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 **Executing 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 **Executing Bank** to debit the charges shown on the invoice from the **Customer Account**. The **Executing 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 **Executing 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 Requests for Transfer by the **Forwarding Bank** or the Instructing Party.
- 5.2 Any representation made or warranty given by an **Executing Bank** employee or other servant or agent of the **Executing Bank** in relation to these Product & Services Terms & Conditions shall not bind the **Executing 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 Requests for Transfer sent/received before termination of the **Service** shall not be affected by such termination.

► Transfer Requests

The effect of Requests for Transfer sent/received before termination of the **Service** shall not be affected by such termination.

7. Other terms

- 7.1 In consideration of the **Executing Bank** accepting any Request for Transfer pursuant to **The Agreement**, you agree to indemnify the **Executing Bank** against all claims, demands, liabilities, costs, charges and expenses whatsoever which may be incurred by the **Executing Bank** by reason or as a consequence of the **Executing 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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- ▶ You can also find a copy of the Relationship Terms & Conditions, the General Information On Payments, Charges & Contacts and each set of Product & Services Terms & Conditions on Our Website.

