

Branch Delivery Service Terms & Conditions.

Please retain this original copy for your records and return the duplicate copy to the bank for safekeeping.

We refer to the arrangement between you and Bank of Scotland plc ("the Bank") in respect of the Bank's bulk cheque processing service you currently use ("the bulk cheque product"). As an enhancement to this service the Bank is able to offer a delivery service for your bulk cheques to the clearing centre.

Set out below are the terms and conditions upon which the Bank will arrange delivery of bulk cheques, on your behalf and credit to your account(s) with the Bank, via use of a branch of Lloyds Bank plc in England and Wales or a branch of Bank of Scotland plc in Scotland as a drop off point:

- 1 You will agree with your Relationship Manager a branch or branches to which you will deliver your bulk cheques. The bundles of cheques and credit slips shall be prepared in accordance with the bulk cheque product customer guidelines advised to you by your Relationship Manager.
- 2 You shall maintain an audit trail, and capture full codeline details including serial number, account number, sort code, transaction code and amount of each cheque to be processed, by whatever means available to you. The audit trail shall be retained by you for a period of not less than 6 months.
- 3 You are responsible for ensuring that the cheques are valid and complete and properly payable to you.
- 4 If a cheque is lost during the course of clearing, it may be necessary for the paying bank to arrange for the drawer's account to be debited on a photocopy/full details. If this action is unsuccessful, either because sufficient information cannot be obtained or the drawer of a cheque refused to accept the debit to his/her account, you must obtain a duplicate. In this situation, the Bank reserves the right to debit your account with the value of the missing cheque pending resolution of the problem.
- 5 If a non clearing item is included in your bundle of cheques and credit slips which cannot be processed by the Bank, the Bank reserves the right to debit the value of the item to your account.
- 6 The self sealing clearings bag shall be delivered to the relevant branch and handed to a branch employee in accordance with the procedure agreed with your Relationship Manager. The tear off receipt will be completed by the employee who accepts the clearings bag and returned to you or your courier.
- 7 The branch employee shall be entitled to reject the clearings bag if it contains, or is believed to contain, any other items than cheques/bank giro credits, such as cash and/or appears tampered with. The rejected clearings bag will be handed back to you or your courier and no responsibility whatsoever is accepted by Lloyds Banking Group plc or any of its subsidiaries (each of Lloyds Banking Group plc and its subsidiaries being a "member of the Lloyds Banking Group" for the purposes of these terms and conditions) for the acts or omissions of your employees or couriers in relation to this.
- 8 There is currently no charge for this Branch Delivery Service. However, if it is necessary for us to introduce a future charge relating to this service we will contact you direct at least 30 days before the change takes effect.
- 9 In recognition of the characteristics of the Branch Delivery Service, no member of the Lloyds Banking Group will be liable to you in any case for any direct, special, incidental or consequential loss, any indirect or punitive damages or for any lost profits or revenue arising from the delay in delivery of any clearings bag to the clearings centre, the loss of any clearings bag or any damage to the contents of any clearings bag once accepted by the relevant branch.
- 10 You shall indemnify each member of the Lloyds Banking Group in full against all claims, demands, losses, liabilities, costs, charges, damages or expenses which may be brought against such member of the Lloyds Banking Group or which any member of the Lloyds Banking Group may incur arising out of or in connection with the collection and processing of cheques delivered by you.

- 11 We may amend any of our terms and conditions for this Branch Delivery Service in order to:
- 11.1 comply with legal, fiscal or regulatory changes;
 - 11.2 rectify errors, omissions, inaccuracies or ambiguities;
 - 11.3 take account of any corporate reorganisation within the Lloyds Banking Group, and reflect alterations in the scope and nature of the Branch Delivery Service which we are able to provide to you in accordance with our systems' capabilities and routines and having regard to market practice and overall customer demand.
- 12 If we amend these terms and conditions, and the change is to your disadvantage we will give you 30 days' written notice before we make the change. At any time up to 60 days from the date of the notification you may, without notice cease to use the Branch Delivery Service without having to pay any extra charges or interest for doing so. If a change is not to your disadvantage we may make a change immediately and tell you about it in writing within 30 days; and
- 13 If we have made a major change or a number of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes.
- 14 The Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to English law and you submit to the exclusive jurisdiction of the English courts, unless (a) you are a company (or other incorporated body) and your registered office is situated in Scotland, (b) you are a sole trader and your business operates from Scotland or (c) you are an unincorporated body and your central management and control is exercised from Scotland, in which case the Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and you submit to the exclusive jurisdiction of the Scottish courts.

Please sign and return the duplicate copy of this Agreement to indicate your acceptance of these terms and conditions for use of the Branch Delivery Service.

We confirm our acceptance of the terms and conditions for use of the Branch Delivery Service as set out above.

_____ For and on behalf of (insert Customer name) _____ (DATE)

This Agreement must be signed by an official duly authorised by the mandate given by you to the Bank.

Our Service Promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at www.bankofscotlandbusiness.co.uk/contactus

bankofscotland.co.uk/corporateterms

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

We accept calls via Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service. Please note that any data sent via email is not secure and could be read by others.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Bank of Scotland plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service.

(Please note that due to the schemes' eligibility criteria not all Bank of Scotland business customers will be covered by these schemes.)

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Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

We accept calls via Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service. Please note that any data sent via email is not secure and could be read by others.

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