

# Statement reporting to another bank

## 1 Guidance notes

Please complete and return this form to your Relationship Manager.

If you would like us to provide statements relating to your Bank of Scotland accounts to other banks (MT940 reporting) please provide details in this form.

If you have any questions about this application process, please contact your Relationship Manager.

## 2 Customer details

Organisation name

County (UK only)

Group name (if different)

Postcode

First line of address

Country (if not UK)

Second line of address

Registered company number (if known)

City/Town

Contact numbers and area dialling codes

Telephone

Mobile

Account(s) to be

included\*:Account name

  
  
  

Branch sort code

  
  
  

Account number

  
  
  

\*please advise the receiving bank that the account identifier (field 25) will appear as follows: 6 digit sort code and 8 digit account number e.g. 80000012345678.

## 3 Recipient Bank details

Recipient Bank

Contact telephone number and area dialling code

SWIFT address (please confirm this with your bank)

E-mail address

Contact name

## 4 Charges

Please specify the Bank of Scotland sort code and account number to which charges associated with this service should be posted.

All charges are invoiced in Sterling or Sterling equivalent of the agreed tariff and must be debited to an account.

Account name

Branch name

Branch sort code

Account number

The undersigned confirm the customer's Agreement with the Bank on the terms and conditions contained or referred to in this Agreement.

By signing this Corporate Markets application you confirm that you (or the group of which you form part) have an annual turnover of £15m or more or that your relationship manager has confirmed this service is appropriate for you.

**Authorised signature**


Date

**Position**

**Authorised signature**


Date

**Position**

**Authorised signature**


Date

**Position**

**Authorised signature**


Date

**Position**


[www.bankofscotland.co.uk/corporateterms](http://www.bankofscotland.co.uk/corporateterms)

## Please contact us if you would like this in Braille, large print or on audio tape

We accept calls made through RNID Typetalk.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Please remember we cannot guarantee security of messages sent by e-mail.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. SC327000. Authorised and regulated by the Financial Services Authority under registration number 191240. 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.)

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 Corporate Banking offices.

You can also find details on our website, at <http://www.lloydsbankcorporatemarkets.com/contactus>.

**These Terms and Conditions are for products supplied by Corporate Markets to customers with an annual turnover of £15m or more. If you have any queries please contact your relationship manager.**

## 1 Definitions

1.1 In this Agreement the following words and expressions have the meaning as described below:

**'Bank'** - Bank of Scotland plc;

**'Commencement Date'** - a date to be agreed in writing between the Customer and the Bank for the commencement of the Service;

**'Customer Account'** - the bank account(s) held at the Bank in the name of the Customer as the Customer may specify from time to time;

**'Customer Information'** - balances and/or statements relating to the Customer Account;

**'Recipient'** - a bank nominated by the Customer or any other third party nominated by the Customer or the Customer as the case may be;

**'Service'** - the provision of the Customer Information by the Bank to the Recipient via SWIFT.

## 2 Commencement of service

- 2.1 The Bank shall provide the Service to the Customer as from the Commencement Date.
- 2.2 The Customer shall provide the Bank with full details of its requirements and shall immediately notify the Bank in writing of any changes therein.
- 2.3 The Customer shall procure that the Recipient shall liaise with the Bank to ensure that the Customer Information can be rendered to the Recipient in an acceptable form on or before the Commencement Date.
- 2.4 The provision of the Service will be subject to SWIFT rules and regulations.

## 3 Charges

- 3.1 The charges for the Service shall be calculated in accordance with the agreed Bank's tariff for the time being. The Bank shall be entitled to alter the rate of charges upon giving the Customer 30 days written notice. The Customer has a right to terminate this Agreement before the new charges come into effect provided the Customer gives the Bank at least 7 days written notice of such termination. Otherwise any new charges will take effect on the date given in the Bank's notice.
- 3.2 Unless otherwise agreed by the Bank, the Bank will invoice the Customer monthly and payment will be made by way of direct debit.

## 4 The Banks liability

- 4.1 The Bank undertakes to use all reasonable skill and care in the provision of the Service.
- 4.2 The Bank shall not be liable for any loss, damage, interruption, delay or non-performance arising from or caused by events beyond the control of the Bank including but without limitation:
  - 4.2.1 fire, storm, flood or acts of God; or
  - 4.2.2 strikes or other labour disputes; or
  - 4.2.3 explosion, war, riot or other civil disturbance; or
  - 4.2.4 any intervention of government or other authority; or
  - 4.2.5 the failure or fluctuation of any power supply; or
  - 4.2.6 any telecommunication interruption or failure
- 4.3 The Bank will not be liable for any consequential or indirect losses whatsoever, nor for any loss of profits, loss of contracts, financial losses, loss of data or loss of goodwill, however the same may arise and whether such liability arises in contract or tort (including but not limited to negligence) or otherwise was reasonably foreseeable or not and whether or not we have been advised of the possibility of such loss being incurred.
- 4.4 Without affecting the Bank's position as described in clauses 4.2 and 4.3 above, the Bank will not be liable for any loss, damage, injury, interruption, delay or non-performance whatsoever, however caused or however arising in relation to the provision of the Service, except to the extent that it is directly caused by fraud, wilful default or negligence by the Bank.
- 4.5 The Bank shall not be bound by any representation or warranty given by an employee or agent of the Bank in connection with the Service unless it has been confirmed in writing by someone who is authorised to make such representations or warranties on the behalf of the Bank.
- 4.6 Nothing in this Agreement shall exclude or restrict either party's liability whether generally or to particular persons for death or personal injury resulting from negligence.

## 5 Ending this agreement

- 5.1 The Bank may terminate this Agreement at any time by giving the Customer at least 30 days prior written notice.
- 5.2 The Customer may terminate this Agreement at any time by giving the Bank at least 7 days prior written notice.
- 5.3 Termination of this Agreement shall not affect the accrued rights and liabilities (if any) of either party and is without prejudice to the continuing obligations of both parties under clauses 3, 4, 6, 8.4 and 8.5.

## 6 Confidentiality

- 6.1 The Bank and the Customer agree and undertake to each other that during this Agreement and thereafter each party shall keep confidential and will not use for its own purposes or without the prior written consent of the other party, disclose directly or indirectly to any third party any information concerning the business and affairs of the other (including trade secrets and information of commercial value but for the avoidance of doubt not including the fact of this Agreement) which may become known to such party as a result of the performance of this Agreement unless such information:
  - 6.1.1 is public knowledge other than as a result of a breach of this clause;
  - 6.1.2 has been independently acquired from a third party without restriction on disclosure; or
  - 6.1.3 is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.
- 6.2 Each party undertakes to the other to take all steps as shall from time to time be necessary to ensure compliance with the provisions of clause 7.1 above by its employees, agents and sub-contractors. However, nothing in this Agreement shall prevent the Bank from disclosing information to its sub-contractors for the purposes of the Bank fulfilling its obligations under this Agreement.

## 7 Changes to Terms and Conditions

- 7.1 Without affecting the Bank's right to vary its charges (as set out in clause 3 above), the Bank shall be entitled to change the terms of this Agreement at any time by giving the Customer at least 30 days' written notice. The Customer shall have the right to terminate this Agreement before the new terms come into effect, provided the Customer gives the Bank at least 7 days written notice of such termination. Otherwise, any new term will come into effect on the date given in the Bank's notice.

## 8 General

- 8.1 Other than in relation to notices regarding changes to the terms of the Agreement (which are dealt with by Clause 7), any notice to be given under this Agreement shall be sent to, where the Customer is the receiving party, to the Customer's address which has been notified to the Bank and where the Bank is the receiving party, to: City Office, P.O. Box 72, Bailey Drive, Gillingham, Kent, ME8 0LS.
- 8.2 This Agreement may not be assigned by the Customer without the prior written consent of the Bank, which shall not be unreasonably withheld or delayed. The Bank shall have the right to assign, transfer or novate this Agreement to any third party on providing the Customer with 30 days' notice.
- 8.3 The Customer acknowledges that the Bank may sub-contract any one or more of its activities under this Agreement to any one or more of the Bank's sub-contractors.
- 8.4 This Agreement shall not give any third party any enforceable right of action or benefit and the Contracts (Rights of Third Parties) Act 1999 is therefore hereby excluded.
- 8.5 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.