

Terms and Conditions

Commercial Banking Online

January 2018

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1 Information about this Agreement

- 1.1 This Agreement contains terms that apply to our Commercial Banking Online Service which we shall refer to as the **"Service"** (as defined below).
- 1.2 You need to read this Agreement alongside any terms and conditions that relate to other products, services and/or accounts which will be accessed, viewed or operated through this Service. Any terms and conditions with us relating to an Online Product shall apply to your operation of the same via the Service. That documentation together with this Agreement shall be referred to in this Agreement as the **"Terms and Conditions"**. In the event of any inconsistency between this Agreement and the terms and conditions applicable to such Online Product, this Agreement shall prevail in respect of:
- 1.2.1 the access to such Online Products;
- 1.2.2 the appointment of the Primary Administrator and the Permissions.
- 1.3 You are responsible for complying with the terms and conditions between you and other members of the Lloyds Banking Group or other third parties which relate to Online Products. You acknowledge and agree that where we permit you to access, view or operate Accounts provided by other members of Lloyds Banking Group using the Service, that we are acting as agent for the Account holding bank for those Online Products to the extent required to perform the Service. The terms and conditions for Online Products provided by other members of Lloyds Banking Group will continue to apply to you and any Users you may authorise to use the Service. The terms and conditions relating to Accounts held with third parties which are accessed through the Service do not form part of the Terms and Conditions.
- 1.4 We recommend that you retain a copy of all of the documents that make up your Terms and Conditions with us. If you would like a copy of all or any of the documents that make up your Terms and Conditions with us, you can contact your relationship manager who will provide you with a copy.
- 1.5 You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

2 Definitions and Interpretation

- 2.1 Where the words set out below are used with capital letters in this Agreement, they mean as follows:
- "Account"** means any account (whether in single or joint names) which, from time to time, may be accessed, viewed or operated through the Service whether that is an account with us, another member of Lloyds Banking Group or an account with another third party.
- "Administrator"** means a person (if any) appointed and authorised on your behalf by a Primary Administrator whose Permissions allow them to access certain specified Accounts and Users.
- "Agreement"** means the terms and conditions contained in this document.
- "Bank of Scotland plc"** means the Bank of Scotland plc registered in Scotland with a company number of SC316000 and any of its subsidiaries from time to time.
- "Business Day"** means 9am to 5pm every Monday to Friday other than public or bank holidays in England and Wales or Scotland (if in Scotland), unless you are transacting through one of our branches which opens for shorter hours or we notify you of different times for the processing of payments.
- "Compliance Obligations"** obligations of the Lloyds Banking Group to comply with any local or foreign law, regulation, judgement or court order, voluntary code, sanctions regime, treaty, requests from or agreements between any member of the Lloyds Banking Group and or a legal, regulatory, government, law enforcement, securities exchange, tax or other authority with jurisdiction, applicable to us or a member of the Lloyds Banking Group.
- "Confidential Information"** means any information, whether written, oral, in electronic form or in any other media, that:
- (i) is disclosed by you or us, or on behalf of you or us, to the other in connection with this Agreement and that relates in whole or in part to your or our business (or the business of any member of the Lloyds Banking Group); and/or
- (ii) relates to the terms of this Agreement (but it does not include the existence of this Agreement).

"Distance Contract" has the meaning given to it in Regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, but does not include an excepted contract which falls within Regulation 6(1) or 6(2) of those Regulations.

"EEA" means the European Economic Area.

"Intellectual Property Rights" means all intellectual and industrial property rights of any kind whatsoever in the Proprietary Information, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

"Lloyds Banking Group" means Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

"Lloyds Bank International Limited" means Lloyds Bank International Limited, registered in Jersey, with number 4028, with registered and head office at PO Box 160, 25 New Street, St Helier, Jersey JE4 8RG and its successors and assigns.

"Lloyds Bank plc" means Lloyds Bank plc registered in England and Wales with registration number 00002065.

"Micro-Enterprise" means an enterprise which employs fewer than 10 persons and its annual turnover and/or annual balance sheet total does not exceed 2 million euro; or any body whose annual income, at the date of entering into this Agreement, is less than £1 million and is:

- (i) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- (ii) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- (iii) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

"Online Payment and Viewing Functions" means the functions of the Service as set out in clause 14 which permit Users to access your Accounts, view information about Accounts and give User Instructions (including instructions to make or receive payments by CHAPS, Bacs or SWIFT), and any related or additional functionality that we make available from time to time.

"Online Product" means any Product, Account and/or other product, service or account which we agree you can access, view or operate through the Service.

"Payment Instrument" means any (i) personalised device such as a card; or (ii) personalised set of procedures agreed between you and us such as the use of a password or Security Information used by you to instruct us to execute payment transactions for you.

"Payment Services Regulations" mean the Payment Services Regulations 2017 (S.I. 2017/752).

"Permissions" the permissions allocated to each User which may include authority to access functions or authorise payments or other authorities in respect of operation of the Service allocated to each User.

"PIN" means Personal Identification Number.

"Primary Administrator" means a person appointed and authorised on your behalf whose Permissions allow them to access all Users and Online Products and to have all other powers assignable to that role under the Service as authorised by you and approved by us.

"Product" means a product provided by us and includes:

- (i) accounts (including most current, deposit, foreign currency and client money accounts);
- (ii) payment services that we offer; and
- (iii) online services that we offer.

"Proprietary Information" means any document, material or information supplied by us or on our behalf to you or the Users in connection with the Service and the Online Products we offer you in relation to the Service and the Security Procedures.

"Security Device" means any hardware or software or other items issued by us (or by a third party on our behalf) from time to time so that we can identify a User before permitting access to and use of the Service.

"Security Procedures" means use of the security devices and security information in the way that we determine and confidentiality arrangements that you must observe as detailed in clauses 8 and 12 and which may include information relating to all or any of:

- (i) the Security Device(s);
- (ii) any security information including but not limited to user identification names, codes, security cards, PINs, passwords or such other security information we may determine is required for use in connection with the Service ("Security Information");
- (iii) any procedures; or
- (iv) such other requirements,

which we may issue to you, amend or notify you of from time to time.

"Service" means the online banking service we agree to provide to you under this Agreement from time to time.

"Service Equipment" means any equipment supplied by us from time to time which relates to the Service including but not limited to software, the Security Devices and documentation.

"Tariff" means our tariff of charges from time to time relating to your use of the Service.

"Third Party Provider" means a service provider authorised by law to access information or make payments for you from your payment accounts.

"User" means the Primary Administrators, the Administrators and any other users who are allocated Permissions by either the Primary Administrators or the Administrators, who have each been registered for access to the Service.

"User Instruction" means an instruction, authorisation or request (payment or otherwise) given to us through the Service by a User:

- (i) on your behalf; or
- (ii) on behalf of another member of your corporate group; or
- (iii) on behalf of any person or entity connected with you.

"Website" means the Commercial Banking website and associated services (or any other URL as we may notify to you from time to time).

2.2 We have split this Agreement into sections and inserted a number of headings in order to make them easier to read. The headings are not intended to affect the way this Agreement is interpreted.

2.3 In this Agreement:

- 2.3.1 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, trustees 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;
- 2.3.2 where we refer to "we", "us" or "our" we mean Bank of Scotland plc (and any successors or assigns of Bank of Scotland plc);
- 2.3.3 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;
- 2.3.4 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;
- 2.3.5 any references that we make to the singular include the plural and vice versa;
- 2.3.6 any references that we make to any gender include every gender;
- 2.3.7 any references to a time of day are to UK time;

2.3.8 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

2.3.9 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 Your Agreement with us will continue indefinitely until you or we end it.
- 3.2 We may decide whether to provide you with a specific Online Product at our discretion. We will tell you if we are unable to do so but we may not be able to give you a reason. We will not be responsible for any loss or damage that you may suffer as a result of our decision.

4 Our Obligations

- 4.1 When we are providing the Services and other services to you and/or managing your day-to-day banking needs, we will use reasonable care and skill. Any financial information that we give to you is provided for your guidance only to help you to make your own decision.
- 4.2 We will perform our obligations under the Agreement provided that it will not put us in breach of any applicable law or regulation by doing so.
- 4.3 Subject to clause 4.4, we will use reasonable endeavours to make the Service available to you and the Users, subject always to your compliance with your obligations under this Agreement.
- 4.4 The Service and your ability to access, view and operate Accounts and other Online Products through the Service may be unavailable for periods of time if we need to carry out routine or emergency maintenance. We will notify you in advance of such maintenance in so far as is reasonably possible.

5 Your Obligations

- 5.1 You shall and shall procure that all Users shall:
 - 5.1.1 comply with the terms and conditions of this Agreement for the Service;
 - 5.1.2 ensure that personal and other data provided to us is always properly and accurately maintained, in particular that redundant User profiles are promptly removed and that Users' contact details, including email addresses, are accurate and up to date.
- 5.2 You shall not and shall procure that all Users shall not:
 - 5.2.1 use the Service in a way or for a purpose not authorised or intended by us;
 - 5.2.2 use the Service in contravention of any applicable law or regulation;
 - 5.2.3 create or permit to be created any links to or from any website to any part of the Service or cause the Service to appear in any form (whether by framing or otherwise) other than that presented by us;
 - 5.2.4 use the Service other than for your business purposes;
 - 5.2.5 adapt, alter, modify, copy, reverse engineer (except to the extent permitted by law) the Service Equipment (or any information, techniques, data or designs relating to it) or permit any third party to do the same; or
 - 5.2.6 use the Service Equipment other than for accessing and using the Service, use email or other communication with us in an offensive manner by the use of abusive, foul or derogatory language or otherwise.
- 5.3 You acknowledge that access to the Service from certain countries of the world may result in the breach of local laws and regulations, in particular those relating to the import and export of the Service Equipment. When accessing and using the Service it is your responsibility to ensure that you and your Users comply with all applicable laws and regulations and you shall not do or permit to be done anything in connection with the access or use of the Service which is or is reasonably likely to result in a breach by us of any applicable laws or regulations. We reserve the right at any time by notice in writing without liability to prohibit the use of the Service Equipment in any country of the world if in our absolute discretion, we consider that you, us or the Service may be jeopardised thereby.
- 5.4 We may modify the Service Equipment or supply replacements for all or any part thereof for use by you hereunder at any time and you shall use such modified or replaced Service Equipment without delay, so as to continue to comply with your obligations under clause 12.

5.5 The Service Equipment includes software proprietary to us and our licensors and may include elements which are designed to operate with your internal systems as described by you to us for the purposes of the supply of the Service. If any defect appears in any Service Equipment your sole remedy will be the correction of the defect by us as soon as is reasonably practicable following receipt of written notice thereof. We specifically deny any express or implied warranty or representation that Service Equipment will be fit to operate in conjunction with any hardware items or software products other than those (and in the configuration) which have been identified by you or that its use will be uninterrupted or error free.

6 Your Warranties

6.1 You warrant that:

- 6.1.1 you have full capacity and authority to enter into and to perform the Agreement;
- 6.1.2 you are not infringing the rights of any third party by entering into and performing the Agreement;
- 6.1.3 any information provided by you (or by anyone acting on your behalf) to us is accurate, complete and up to date.

7 Changes to this Agreement

- 7.1 We may make changes to this Agreement at any time for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the Services or take account of reorganisations within Lloyds Banking Group.
- 7.2 If we intend to make changes to this Agreement, we will give you at least two months' written notice before the changes come into effect unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.
- 7.3 We will notify you of changes to this Agreement by post, by email, through any online service which you receive from us or in any other way which we have agreed with you. In the notice, we may direct you to our Website where the most recent terms and conditions of this Agreement are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Service and this Agreement will terminate on the date that you request, provided such date is before the change comes into effect. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.
- 7.4 If we add new services and/or products to your Agreement or add to the ways that you can use the Service and/or an existing Online Product (and this does not otherwise change your Agreement with us), or change the Security Procedures this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.

8 Confidentiality And Ownership Of Information

8.1 We and you will:

- 8.1.1 keep Confidential Information secret and only disclose it in the manner and to the extent expressly permitted by the Agreement or otherwise as permitted by the terms of the disclosure;
- 8.1.2 use the Confidential Information only to the extent necessary for the performance of obligations under the Agreement.

8.2 We and other members of the Lloyds Banking Group may also use, retain and disclose Confidential Information about you to the extent required to meet Compliance Obligations and internal policies or procedures, maintain your relationship with the Lloyds Banking Group (including promotion of other products and services), enforce or defend our rights or those of a member of the Lloyds Banking Group, and prevent or detect crime.

8.3 We and you may disclose Confidential Information:

- 8.3.1 to such officers and employees and, in our case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with obligations under The Agreement and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this section entitled "Confidentiality and Ownership of Information";
- 8.3.2 in our case, to Third Party Providers and other third parties to which we need to disclose Confidential Information so that they can provide their services to you;
- 8.3.3 to such auditors and professional advisers who need access to that Confidential Information, and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this section entitled "Confidentiality and Ownership of Information"; and
- 8.3.4 to the extent required by applicable law or a court of competent jurisdiction or a regulatory authority or the rules of any listing authority, stock exchange or the Panel on Takeovers and Mergers or any successor body.

8.4 The obligations under this clause 8 do not extend to any Confidential Information which:

- 8.4.1 has ceased to be secret without default by the party receiving the Confidential Information;
- 8.4.2 was already in the possession of the party receiving the Confidential Information prior to disclosure by the other party;
- 8.4.3 was received from a third party who did not acquire it in confidence and who was free to make it available without limitation; and/or
- 8.4.4 at the time of disclosure was in the public domain or subsequently enters into the public domain without any default on the part of the party receiving the information.

8.5 Where the Online Products comprise Accounts provided to you by other members of the Lloyds Banking Group, or for the purpose of providing the Service pursuant to clause 35.10, we may require the disclosure by other members of the Lloyds Banking Group of information relating to you, the Users and the relevant Accounts (including information stored on their databases). You authorise other members of the Lloyds Banking Group to disclose all such information as may be requested by us in pursuance of us providing the Service for such Online Products or for the purpose of clause 35.10 as applicable.

8.6 You agree that the Intellectual Property Rights will at all times remain vested in us and our licensors. You and the Users will take all reasonable steps to protect the Proprietary Information and the Intellectual Property Rights and will notify us if you become aware of any actual or potential infringement of the Intellectual Property Rights.

8.7 You acknowledge that neither you nor the Users own or claim any right in the Proprietary information or the Intellectual Property Rights.

8.8 You and the Users must not use the Intellectual Property Rights or the Proprietary Information except in the proper access of the Service and proper use of the Service, and must not take copies, sell, assign, lease, sub-license or otherwise transfer them to anyone else.

9 Setting Up Users and Allocating Permissions

- 9.1 You shall be responsible for allocating and registering individuals as Users of the Service and assigning Users with appropriate Permissions.
- 9.2 You will provide us with all details that we reasonably request in relation to the persons that you wish to nominate as Primary Administrators and all other information that we deem appropriate. We shall be entitled to run any checks that we deem fit in respect of such proposed Primary Administrators and in respect of other Users in order to comply with applicable law and regulations.
- 9.3 The Primary Administrators shall be responsible for registering Administrators using the functionality made available to do so via the Service.
- 9.4 The Primary Administrators and the Administrators shall be responsible for registering other Users and allocating Permissions to such other Users.
- 9.5 Subject to any appointment made in accordance with clause 9.6, a User must be either you or an individual engaged under a contract of employment or a contract for services by you, a member of your corporate group or a person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any User.
- 9.6 You shall appoint Primary Administrators in respect of the Service or remove any of them by completing the relevant service registration during the application stage or the relevant request for addition or deletion of a Primary Administrator the forms for which we will provide to you and sending the same to us duly authorised by you and the prospective Primary Administrators (if applicable) in accordance with such evidence of authority to appoint the relevant person in that role as we may specify from time to time.
- 9.7 Each Primary Administrator appointed in accordance with this clause 9 shall submit information to us in order for us to identify them and shall sign a declaration concerning use of the Service and our use of data relating to them, in a form required by us.

10 User Instructions

- 10.1 Access to particular functions of the Service and the ability to issue User Instructions is determined by the Permissions allocated to a particular User. Notwithstanding this, we have a right to seek verification of the validity of User Instructions at any time.
- 10.2 You shall be responsible for ensuring that you allocate a sufficient number of Users with appropriate Permissions in order to enable User Instructions to be issued to us.
- 10.3 We may decline to process or delay processing any User Instructions (including but not limited to payment instructions), and we will not have any responsibility to you for any loss or damage that you may suffer as a result, where the persons providing such instructions have not been properly registered by you as Users of the Service, Permissions have not been properly assigned in accordance with this clause 10 or we seek verification of User Instructions from you before actioning them.
- 10.4 We are entitled to accept and act upon User Instructions without making further enquiries into the purpose for which they were given or any circumstances relating to them provided such User Instructions are within the Permissions of that User. This includes instructions relating to payments made under the Service. Where you are not a Micro-Enterprise, we are entitled in all circumstances to accept instructions given in accordance with this Agreement if instructions relating to Online Products are given via the Service.
- 10.5 You agree that a Primary Administrator, an Administrator and other Users shall have all the Permissions as allocated by you and you shall ensure that all Users act in accordance with such Permissions and ensure that their access to and use of the Service is strictly subject to and compliant with the Agreement.
- 10.6 If we agree to undertake certain tasks relating to the set up or operation of the Service on your behalf, we shall have no liability to you for any loss, liabilities, costs, claims, damages and expenses as a result of acting in accordance with your instructions.
- 10.7 Subject to clause 10.6, you must not let anyone other than a User access the Service on your behalf.
- 10.8 You shall be responsible for the content and accuracy of all User Instructions issued by Users.
- 10.9 Payment instructions given through the Service must be given by Users using the Security Device(s) provided to each such User and in accordance with the Security Procedures. Any withdrawal of consent in relation to a payment instruction which is permitted under this Agreement must be given using the same procedures. We are not obliged to execute any payment instruction or revoke any payment instruction where such payment instruction or revocation of payment instruction has not been given by a User verified by that User's Security Device(s) and in accordance with the Security Procedures.
- 10.10 We may, from time to time, apply limits to User Instructions, in relation to amounts individually, in aggregate or on other criteria but we are not obliged to do so. Information about limits for particular payment transactions can be found on our Website. In addition we may apply limits for financial crime prevention or detection purposes. Limits will come into effect immediately after we apply them and we will notify you as soon as practicable.

11 Dual Administration Approval

- 11.1 We shall implement an approval mechanism by which more than one Primary Administrator jointly issues the approval of Users and the Permissions of those Users unless:
 - 11.1.1 we receive formal advice from you that you are unable to have an approval mechanism by which more than one Primary Administrator issues the approval of Users and the Permissions of those Users; and
 - 11.1.2 we approve such instructions.
- 11.2 We may, from time to time, require more than one User to authorise an instruction via the Service.
- 11.3 Using Permissions, you may also be able to stipulate the number and type of Users required to approve a particular instruction. We will not be obliged to execute any instruction which is not authorised by the relevant number or type of Users (as applicable).

12 Security

- 12.1 We will, from time to time, specify Security Procedures which must be adopted in order to use the Service. We may also make changes to this Agreement in accordance with clause 7 in connection with changes to the Security Procedures or require that you enter into supplemental or separate agreements in respect of such procedures.
- 12.2 You are responsible for ensuring that you and all Users comply with the Security Procedures. You acknowledge and agree that you owe a duty of care to us to ensure the competency, honesty, integrity and suitability of any Users and to ensure that, in addition to you and us, the Security Procedures are known only to the relevant Users.
- 12.3 You agree to adopt, operate, and maintain our standards for effective security and confidentiality measures in relation to your and your Users' use of the Service and the Security Procedures, including taking all reasonable precautions to prevent unauthorised access to and unauthorised use of the Service and/or Security Procedures and that no aspect of the Security Procedures are disclosed or made available to anyone else, and that all Users access the Service in a secure manner.
- 12.4 You must use all reasonable endeavours to:
- 12.4.1 ensure that Users do not give or disclose your account details, security devices or Payment Instruments to anyone else to use them;
 - 12.4.2 ensure that Users do not choose a PIN or any security details that are easy for someone else to guess;
 - 12.4.3 ensure that Users store all Security Devices safely and dispose of any information securely and permanently;
 - 12.4.4 inform us as soon as possible if you do not receive a statement of account or any other financial information that you are expecting to receive from us;
 - 12.4.5 ensure that User's protect their PIN by memorising it and destroying the written notification of the PIN as soon as possible after receiving it.
- 12.5 You must ensure that your Primary Administrator takes all necessary steps to cancel or suspend the access rights of the User affected and contact us without undue delay if you, any User or, if appropriate, anyone else employed by or connected to you know, or believe that:
- 12.5.1 any part of anyone's security details has been, is or may be lost, stolen, misappropriated, misused or known to someone else;
 - 12.5.2 a Security Device has been lost, stolen, misappropriated, misused or anything has been done or tried to be done to compromise its security;
 - 12.5.3 anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service, or breaching confidentiality; or
 - 12.5.4 any fraud is being or may be committed involving the Service, and you must also take any action that we specify to prevent such unauthorised use or to deal with these security issues. You can find information about how to contact us in these circumstances on the Website and via the customer support centre for the Service.
- 12.6 You must use all reasonable endeavours to ensure that no-one leaves any computer or other device related to the Service unattended or allows it to be accessed or used by anyone else.
- 12.7 You must make all reasonable efforts to ensure that any computer or other device through which you or Users access the Service is free from any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 12.8 We are entitled to log any user out of the service after a period of inactivity, such period to be determined by us from time to time at our discretion. We shall not be responsible for any information lost as a result of the automatic log out.
- 12.9 Our security systems may be used to monitor your use of the Service in order to identify unauthorised access.
- 12.10 You agree that you will assist us or our agents in any investigations into the loss or theft or potential misuse of any Security Device or other Payment Instrument. You acknowledge that we may pass information relating to you to other financial institutions and/or the police or other authorities for the purposes of an investigation.

13 Charges

- 13.1 You can find details of any standard charges that apply to the use of the Service and the amount of those charges in the Tariff.
- 13.2 We reserve the right to introduce new charges or amend our charges at any time. If we do so, we will provide you with two months' advance written notice of the new or amended charges in the same way as we provide notice of any other changes to this Agreement (and clause 7 "Changes to this Agreement" will apply).
- 13.3 If you fail to pay any charges by the date that they are due, we will be entitled to charge you interest on the outstanding sum at a rate of 8% per annum above the Bank of England bank rate from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 13.4 If we have a disagreement about the charges that apply to a Service, the fees and charges set out in the Tariff will apply.
- 13.5 In compliance with the Payment Services Regulations, all domestic and cross border payments made within the EEA must be made on the basis that the person making the payment pays any charges levied by its bank or other financial institution and the person receiving the payment pays any charges levied by its bank or other financial institution. We will notify you if a payment instruction does not comply with these requirements. You agree that we are authorised to alter such payment instruction so that it meets these requirements and that we are authorised to act upon such altered payment instruction.

14 Online Payment and Viewing Functions

- 14.1 The Online Payment and Viewing Functions are provided by us via the Service and allow you to view balances and statements of Accounts and to transfer funds between Accounts in accordance with the Permissions allocated to your Users.
- 14.2 The cut off times for the Online Payment and Viewing Functions shall be as set out on the Website.
- 14.3 If we agree that any of the Accounts accessible via the Online Payment and Viewing Functions include Accounts held with financial institutions other than us, you will be responsible for:
- 14.3.1 the preparation and transmission of input data by those financial institutions; and
 - 14.3.2 ensuring that such input data is transmitted to us as soon as it becomes available, in order that the Online Payment and Viewing Functions can operate efficiently.
- 14.4 We will provide reasonable assistance with a view to expediting arrangements for the availability of such input data.
- 14.5 The Online Payment and Viewing Functions output will take account only of information received by us via the Online Payment and Viewing Functions prior to the commencement of the output.
- 14.6 Where the recipient of a payment via this Service has moved their current account to another bank, you will be responsible for updating the recipient's sort code and account number and we shall not be liable for any failure by you to do so.
- 15 Technical Requirements for Accessing the Service**
- 15.1 Where your access to the Service or use of the Service requires you to download any third party software, the use of that software may be subject to your acceptance of third party licence terms specific to that product. Where you agree to enter into a third party licence of that kind, it will confirm your rights and liabilities in relation to use of the software

concerned and you must be aware that those rights and liabilities will be unaffected by the terms of the Terms and Conditions. Similarly, we do not warrant that any third party software is suitable for use with your computer system and we will accept no liability for any problems with your system that may arise as a result.

- 15.2 You are responsible for and will, at your sole risk and expense, arrange access to the Service using the internet or any other method of communication approved by us.
- 15.3 The Service is designed to be accessed by particular internet browsers. We will tell you what these are from time to time.
- 15.4 You must comply with the computer, operating software and browser specifications and other technical requirements we notify to you from time to time in respect of access to the Service.
- 15.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 15.6 You must contact us immediately if you become aware of or suspect:
- 15.6.1 any failure of any part of the Service;
 - 15.6.2 any error in any part of the Service; or
 - 15.6.3 any programming error or defect or corruption of any part of the Service,
- and promptly use your best endeavours to assist us in implementing any remedial steps we propose.
- 15.7 We may use cookies on the Website and to enable us to provide the Service. Switching off or "opting out" of the use of cookies will mean that Users may not be able to use certain features of the Website and the Service. We shall not have any responsibility to you for any loss or damage that you may suffer as a result for any inability or delay in your ability to use the Service or any functionality of the Service (including that relating to User Instructions and payments) resulting from cookies being disabled. You can find out more information about the cookies we use by reading the cookies policy on the Website.

16A Account Information Available Using the Service

- 16A.1 You acknowledge that any Account or other information available using the Service is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time. The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next Business Day. Similarly, items showing on an Account on the Service may not have been checked for validity or approved for payment and may not be credited or debited to the Account on the subsequent completion of our checking procedures.
- 16A.2 We will use reasonable endeavours to ensure that all Account information available through the Service is regularly updated and is accurate.

16A.3 The records we maintain of instructions and authorisations received, and payments of transactions that we, you or Users complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

16A.4 We are entitled to notify the Primary Administrators of any new Accounts which have been opened by you and we may make such Accounts available to the Primary Administrators for allocation of appropriate Permissions.

16B Third Party Providers

- 16B.1 You can instruct a Third Party Provider to access information on your Accounts or make payments from your Accounts online as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a Third Party Provider as if it were from you.
- 16B.2 We may refuse to allow a Third Party Provider to access your Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing so will compromise our reasonable security measures or otherwise be unlawful. We may make available to a Third Party Provider a specific means of accessing your Account. If we do, and it tries to access your Account by a different way, we may refuse to allow that access.
- 16B.3 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third Party Provider.
- 16B.4 If you (or an authorised user) provide consent to a Third Party Provider to access your Account data so they can provide Account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to authorised users) with the Third Party Provider as is reasonably required for them to provide their services to you.

17 Disclaimers Regarding the Service

- 17.1 You acknowledge that we do not warrant that:
- 17.1.1 the use of the Service will meet your general or any particular requirements; or
 - 17.1.2 the Service will be available or accessible or that its availability will be uninterrupted or error free.
- 17.2 You acknowledge that the internet is a public system over which we have no control.
- 17.3 If you are acting for the purposes of your trade, business or profession then, except as expressly set out in this Agreement, all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Service or otherwise are excluded.

18 Giving Payment Instructions to Us

- 18.1 In order for us to process a payment instruction from you, you will need to provide certain information to us. The information that we need depends on the currency of the payment and the location of the beneficiary account and is known as the unique identifier.

Important information about unique identifiers

- 18.2 It is very important that the unique identifier that you provide to us is correct as this is the only information that we will use to process your payment instructions.
- 18.3 If you fail to provide us with all of the information that we require or if the information that you provide to us is unclear in any way, we may not be able to act on your instructions.
- 18.4 If the unique identifier that you provide to us is incorrect, the payment may not reach the intended recipient. You can ask us to trace the payment for you and we will make reasonable efforts to do so, but we will not be responsible for any loss or damage that you may suffer, whether due to us processing the incorrect instructions or due to our failure to trace the payment. We may charge you for chasing the payment. You can find our standard charges for this on our Website. Some Online Products may have separate charges, and, if applicable, details of those charges (or where to

find them) will be set out in the terms and conditions for the relevant Online Products. Where we are unable to get the money back, you can send us a written request and we will then provide all the relevant information we can in order for you to claim repayment of the funds. We will only provide information to you that we are allowed to provide to you by law.

- 18.5 If you are making repeated payments to a recipient (even if that recipient's unique identifier information has been saved on an online service that we provide to you), it is your responsibility to check that the unique identifier information that you provide to us is correct each time that you provide payment instructions to us.

Required unique identifier information

Sterling payment into a sterling or currency account in the UK

- 18.6 If you are making a sterling payment into an account in the UK, the unique identifier information is the recipient's sort code and account number.
- 18.7 You will also need to provide us with the amount of the payment that you wish to make and we may also request the full name and address of the recipient of the payment for legal and/or regulatory purposes, or if the financial institution receiving the payment requires this. We do not consider this information to be part of the unique identifier for the purposes of processing your payment instructions.

Foreign currency into a sterling or currency account in the UK or any payment into an account based outside of the UK but within the EEA

18.8 If you are making a payment in a foreign currency into an account in the UK or any payment into an account based outside of the UK but within the EEA, the unique identifier information is the recipient's International Bank Account Number ("IBAN") and the Bank Identifier Code ("BIC") (save that the BIC is not required for payments made by SEPA Credit Transfer and the BIC does not, therefore, form part of the unique identifier for such payments).

18.9 You will also need to provide us with the amount of the payment that you wish to make and we may also request the full name and address of the recipient of the payment for legal and/or regulatory purposes, or if the financial institution receiving the payment requires this. We do not consider this information to be part of the unique identifier for the purposes of processing your payment instructions.

Account based outside of the EEA

18.10 If you are making a payment into an account based outside of the EEA, you should contact your relationship manager for details of the information that you will need to provide and what constitutes the unique identifier.

18.11 If you need more detail about BIC or IBAN, you can contact your relationship manager.

Limits on payments

18.12 We may agree limits with you which apply to certain types of payment instructions. For example, there is a limit on the value of a payment which you can send through the Faster Payments Service. You can find details of any such limits on the Website.

19 Providing and Withdrawing Consent

19.1 The ways in which your consent to execute a payment transaction will be given to us using the Service are set out in the Permissions.

19.2 If you give consent to us in relation to a series of recurring payments, we will treat this as you giving your consent for all future payments in the series, unless you notify us otherwise.

Withdrawing your consent for a payment

19.3 Once we receive your consent, you can only withdraw it where you have provided instructions to make a series of recurring payments, in which case, you can withdraw your consent provided that you give notice to us no later than the end of the Business Day on the day before the relevant payment is due to be made. We refer you to Section Eleven "Communications" for information as to how you can contact us. You cannot withdraw your consent for a payment you have asked us to make through a Third Party Provider.

19.4 If you withdraw your consent in relation to a series of recurring payments, we will treat this as you withdrawing your consent for all future payments in the series, unless you notify us otherwise.

19.5 Once you have notified us that you withdraw your consent, we will not make the relevant payment(s). However, it is your responsibility to notify anyone who was expecting to receive such payment(s) and we will not be responsible for any loss or damage that you may suffer if you fail to do so.

19.6 If you notify us that you would like to recall:

19.6.1 a payment to be made on a future date after the end of the Business Day before such payment is due to be made;

19.6.2 a series of recurring payments to be made on future dates after the end of the Business Day before a payment is due to be made; or

19.6.3 in respect of any other type of payment, a payment after you have provided the instruction to us,

we will provide reasonable assistance to you but you acknowledge that:

19.6.4 we may not be able to recall the payment and we will have no responsibility to you for any loss or damage that you may suffer if we are unable to do so; and

19.6.5 if the payment has already been credited into the account of the recipient, we will only be able to recall the payment with the agreement of the recipient.

19.7 If we are able to recall the payment and the payment was in a different currency to the denomination of the account, we will return to you the equivalent amount in the currency in which your account is denominated. We will calculate the amount to be returned to you based on the exchange rate prevailing on the day that the amount is credited to your account.

19.8 We may charge you for revoking a payment order under any of the circumstances in this section. Such charges are set out on the Website.

20 Receipt of Your Payment Instructions

20.1 We will treat a payment instruction and the Permissions associated with that instruction to have been received by us at the time that it is actually received by us (rather than the time that you send it to us), unless you instruct us to make a payment on a future date or a series of recurring payments on future dates.

20.2 If you instruct us to make a payment on a future date or a series of recurring payments on future dates we will treat:

20.2.1 the Permissions associated with that instruction to have been received by us at the time that it is actually received by us (rather than the time that you send it to us); and

20.2.2 the date that we are required to make the payment as the date that we receive your payment instruction (this is known as the date of deemed receipt) (save for standing orders, we will only treat this as the date of deemed receipt if you have put funds at our disposal to make the payment on such date, otherwise the date of deemed receipt will be the date that such funds are put at our disposal).

20.3 If we receive (or are deemed to receive) any payment instruction:

20.3.1 after the cut-off time on any Business Day; or

20.3.2 on a day which is not a Business Day,

we will treat that payment instruction to have been received by us on the next Business Day.

20.4 You can find our standard cut-off times on the Website. Some Online Products may have separate cut-off times and, if applicable, details of those cut-off times (or where to find them) will be set out in the terms and conditions relating to such relevant Online Products.

21 Processing Your Payment Instructions

When we will action your payment instructions

21.1 We will act on your payment instructions so that the amount to be transferred reaches the recipient's bank or other financial institution no later than:

21.1.1 for payments in sterling to be made to a financial institution in the UK, the end of the next Business Day following receipt or deemed receipt of your instructions (or the end of the second Business Day if your instructions were initiated in paper rather than in electronic form);

21.1.2 for payments in euro to be made to a financial institution in the EEA, the end of the next Business Day following receipt or deemed receipt of your instructions (or the end of the second Business Day if your instructions were initiated in paper rather than in electronic form);

21.1.3 for payments in EEA currencies other than euro to be made to a financial institution in the EEA (but not including payments in sterling to be made to a financial institution in the UK), the end of the fourth Business Day following receipt or deemed receipt of your instructions.

21.2 For payments to be made to a financial institution outside of the EEA or for payments in currencies other than EEA currencies, please contact your relationship manager for details of how long it will take to process your payment.

21.3 We may also not be able to process your payment instructions if the financial institution to which you are sending the payment is not a member of the Faster Payments Service or if the amount of the payment exceeds the value limit for the Faster Payments Service (this limit can be found on the Website). If we cannot make a payment using the Faster Payments Service, we will notify you or make this information available to you so that we can discuss with you alternative ways that we could make the payment (and any charges that may be payable by you as a result). We will not make the payment until we receive an instruction from you that we can make the payment using an alternative method. If, in exceptional circumstances, we are not able to make the payment using an alternative method, we will notify you of this and the reason for this or make this information available to you (unless the law prevents us from doing so or it would undermine our security measures) within the timescales that we would have processed your payment (as set out in this clause 21).

21.4 For the purposes of this clause 21, Business Days shall not include public or bank holidays or their equivalent non-working days in other relevant countries to the payment instruction. Where a public or bank holiday is called on short notice in a relevant country reducing the number of Business Days ordinarily available in which to make a payment and

(before or after that occurs), using the Service, you have issued a payment instruction with a specific date for payment to be received, triggering funds to be debited from the payment account in advance calculated by reference to the usual number of Business Days required to give effect to that payment instruction, we shall not have any liability in connection with any delay in receipt of that payment on the requested date.

- 21.5 In relation to international payments, it may be necessary for us to settle payments through such payment systems as we may in our sole discretion decide and without notice to you based on payment currency, beneficiary location and payment routing through our correspondent network/scheme.

22 When we can stop the use of a payment instrument

- 22.1 We can stop the use of a Payment Instrument if it is reasonable for us to do so for reasons relating to:

- 22.1.1 the security of the Payment Instrument;
- 22.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
- 22.1.3 a significantly increased risk that you will be unable to repay any overdraft or credit line relating to a Payment Instrument; and/or
- 22.1.4 our legal or regulatory obligations,

and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.

- 22.2 We will inform you as soon as practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Payment Instrument or replace it with a new Payment Instrument as soon as is practicable if the reason for stopping it no longer applies.

- 22.3 If you need to discuss the suspension of a Payment Instrument with us, you can find details of how to contact us on our Website.

23 Refunds for Incorrectly Executed Payments

What happens if we incorrectly execute or fail to execute a payment instruction

- 23.1 If we incorrectly execute or fail to execute a payment instruction from you within the relevant timescale (as set out in clause 21 "Processing Your Payment Instructions"), we will without delay refund to you the amount of the incorrectly executed payment and restore your Account to the state in which it would have been in if the defective payment instruction had not taken place (including refunding any interest you have paid or paying you any interest you have missed out on).
- 23.2 If you ask us to make a payment to someone else in the EEA and the recipient's bank or other financial institution receives it later than set out in the section entitled "Processing your Payment Instructions", you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 23.3 If we can show that we correctly transmitted the payment to the recipient's bank or other financial institution within the relevant timescale, you will not be entitled to a refund under this clause entitled "Refunds for incorrectly executed payments".
- 23.4 You will not be entitled to a refund under this section entitled "Refunds for incorrectly executed payment instructions" if:
- 23.4.1 the unique identifier that you gave to us was incorrect; and/or
 - 23.4.2 you fail to notify us without undue delay on becoming aware of the error, and in any event within 13 months of the date that the payment left or should have left your Account. You can find details of how to contact us in Section Eleven "Communications".
- 23.5 If you ask us to trace a payment for you, we will do so free of charge and we will notify you of the outcome.
- 23.6 Beyond the responsibility set out above, we will have no further responsibility to you for a payment transaction that we have failed to execute or incorrectly executed.

24 Refunds for Unauthorised Transactions

When you will be entitled to a refund for an unauthorised transaction

- 24.1 If a payment transaction was not authorised by you (and subject to any responsibility that you may have under clause 26 "Your Responsibility for Unauthorised Transactions"), we will refund the amount of the transaction

to you and any interest you have paid or pay you any interest you have missed out on, provided that you notify us without undue delay on becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment left your Account. You can find details of how to contact us on our Website. We will provide a refund to you as soon as practicable and always by the end of the Business Day following the day we become aware of the unauthorised transaction on your Account, unless we suspect that you have acted fraudulently.

- 24.2 We may investigate whether you are entitled to a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. If we have already provided a refund and, through subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from your Account. We will give you reasonable notice in advance of doing so. When we are assessing whether a payment transaction was authorised by you:

24.2.1 if you are not a Micro-Enterprise, you agree that Regulation 75 of the Payment Services Regulations does not apply to you, therefore we can treat the use of any Payment Instrument as sufficient evidence to show that the payment was authorised by you; and

24.2.2 if you are a Micro-Enterprise, we cannot necessarily treat the use of any Payment Instrument as sufficient evidence to show that the payment was authorised by you, although this is one of the factors that we will take into consideration.

- 24.3 Beyond the responsibility set out above and in the Terms and Conditions, we will have no further responsibility to you for unauthorised transactions.

25 Your Responsibility for Unauthorised Transactions

- 25.1 If you are a Micro-Enterprise, you will be responsible for any losses incurred in respect of an unauthorised transaction arising from:

25.1.1 the use of a lost or stolen Payment Instrument; or

25.1.2 the misappropriation of a Payment Instrument up to a limit of £35 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:

- (a) take all reasonable steps to keep the personalised security features of the Payment Instrument safe;
- (b) use the Payment Instrument in accordance with The Agreement; and/or
- (c) notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument,

in which case you will be responsible for all losses.

- 25.2 We won't hold you responsible up to the £35 limit if you could not have known about the loss, theft or misappropriation of the Payment Instrument before the unauthorised transaction occurred (unless you acted fraudulently) or if the loss was caused by our employees, agents or branches or any business which provides services to us.

- 25.3 If you are not a Micro-Enterprise, you agree that Regulation 77 of the Payment Services Regulations does not apply to you, therefore you will be responsible for all losses incurred in respect of an unauthorised transaction arising from:

25.3.1 the use of a lost or stolen Payment Instrument; or

25.3.2 the misappropriation of a Payment Instrument

- 25.4 Whether you are a Micro-Enterprise or not, unless you have acted fraudulently, you will not be responsible for any losses arising:

25.4.1 after you have notified us of the loss, theft or misappropriation of the Payment Instrument;

25.4.2 if we fail to provide the means for you to notify us of the loss, theft or misappropriation of the Payment Instrument (unless the section entitled "Circumstances beyond your or our control" applies); or

25.4.3 if the Payment Instrument has been used in connection with a Distance Contract.

25.4.4 If an Online Product is regulated by the Consumer Credit Act 1974, this section does not affect the maximum liability that you may have under that Act for unauthorised use of any credit card or token, or for other unauthorised use of credit facilities.

26 Suspension and Deletions of Users

- 26.1 If the relationship between you and a User comes to an end (which may include termination of the contract of employment or services or the death of a User), or if you require the suspension of a User, the Primary Administrators shall be responsible for deleting such User. If the Primary Administrator is unable to delete such User, you must immediately notify us. Upon deletion of a User, that User's access to and use of the Service shall automatically be terminated upon such deletion. Subject to clause 11.1, if such person is a Primary Administrator and the number of Primary Administrators will fall below two, you must promptly:
- 26.1.1 appoint a new Primary Administrator;
 - 26.1.2 provide us with the new Primary Administrator's details in the format specified by us from time to time; and
 - 26.1.3 ensure that the new Primary Administrator signs the declaration referred to in clause 9.7.
- 26.2 In the event that you are a sole trader, on your death we will cancel access to the Service and terminate the Agreement unless alternative arrangements are made with your personal representatives.
- 26.3 We reserve the right at any time to delete Users after a period of non-use of the Service as determined by us. We shall give you reasonable notice of such deletion.
- 26.4 We reserve the right at any time to suspend the Service or access thereto for such period or periods as we consider appropriate in our absolute discretion by notice to you if:
- 26.4.1 suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Service;
 - 26.4.2 for technical reasons, provision of the Services is not possible;
 - 26.4.3 suspension is necessary if there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the Service;
 - 26.4.4 if you breach any of your obligations hereunder;
 - 26.4.5 in relation to any of the circumstances set out in the section entitled "Termination", we are investigating such circumstances;
 - 26.4.6 we become aware of any dispute between the holders of an account; and/or
 - 26.4.7 if an account is in your sole name and you die,
- and we will not be responsible for any loss or damage that you may suffer as a result of us suspending the Service. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where we suspend the Service or access thereto, we shall give reasons in a notice to you. If we are unable to give you prior notice in respect of any of the foregoing we will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, we shall notify you that the supply of the Service has been resumed and shall take such other action as is appropriate in pursuance thereof. During any period of suspension, we will not be able to process any individual payment instructions which are deemed to be received by us within such period.
- This means, for example, that any individual future dated payments instructed through the Service which are due to be made during any period of suspension will not be processed by us. In such circumstances, we will notify you that we are unable to process your payment instructions in accordance with the Terms and Conditions for the Online Product. Any payment which is deemed to be received following such period of suspension will be processed as usual.
- 26.5 Where either we or you suspend or remove a User's access, such suspension or removal does not take effect until after that User has logged out of the Service. We shall not be liable for any actions of that User and/or for complying with any instructions of that User during the period of time between us suspending or removing a User and that User logging out or being logged out of the Service.

27 Termination

- 27.1 You may stop receiving the Service from us or end your relationship with us entirely at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post or e-mail, unless otherwise agreed between you and us.

- 27.2 We may stop providing you with the Service or end our relationship with you entirely:
- 27.2.1 at any time for any reason by giving two months' written notice to you (provided that we also give you any other notice that we are required to give to you by law); and
 - 27.2.2 immediately, if any of the circumstances set out below has occurred:
 - 27.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
 - 27.2.2.2 you repeatedly breach the Agreement or any other agreement with us;
 - 27.2.2.3 we suspect fraud in the opening or operation of the Service and/or any Online Product or Account which is accessed via the Service;
 - 27.2.2.4 you do anything which we reasonably believe will damage our reputation;
 - 27.2.2.5 you use, or we reasonably believe that you are using, the Service, and/or any Online Product or Account which is accessed via the Service improperly;
 - 27.2.2.6 you fail to pay any charges that are due to us under the Agreement;
 - 27.2.2.7 you use, or we reasonably believe that you are using, the Service and/or any Online Product or Account which is accessed via the Service for or in connection with any purpose which is or may be unlawful;
 - 27.2.2.8 you breach or attempt to breach, or we reasonably believe that you have breached or are attempting to breach, any applicable law or regulation;
 - 27.2.2.9 you behave threateningly or abusively towards our staff;
 - 27.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
 - 27.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
 - 27.2.2.12 we find that you entered into the Agreement (or terms and conditions relating to any Online Products, Accounts or other services) with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on your business);
 - 27.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
 - 27.2.2.14 we reasonably believe that, if we do not stop providing you with the Service or end our relationship with you, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
 - 27.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
 - 27.2.2.16 you are Insolvent,
- and, in such circumstances, where we are required by law to give you prior notice, we will do so.
- 27.3 For the purposes of this section, the term "**Insolvent**" means:
- 27.3.1 if you are an individual, you (or any other person) takes (or threatens to take) any step in connection with:
 - 27.3.1.1 your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
 - 27.3.1.2 the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - 27.3.1.3 the appointment of an interim receiver of your property under section 276 of the Insolvency Act 1986;

- 27.3.1.4 the appointment of a receiver in respect of you under the Mental Health Act 1983;
- 27.3.1.5 the appointment of any other, receiver or manager of any of your assets;
- 27.3.1.6 any analogous procedure in any jurisdiction; or
- 27.3.1.7 you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
- 27.3.1.8 you cease or threaten to cease to carry on business.
- 27.3.2 if you are a company, partnership, limited partnership or limited liability partnership, you (or any other person) takes (or threatens to take) any step in connection with:
- 27.3.2.1 any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- 27.3.2.2 the making of any composition, compromise, assignment or arrangement with any of your creditors;
- 27.3.2.3 the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
- 27.3.2.4 the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
- 27.3.2.5 the appointment of a receiver or any similar officer in respect of you or any of your assets;
- 27.3.2.6 any analogous procedure in any jurisdiction; or
- 27.3.2.7 you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
- 27.3.2.8 you cease or threaten to cease to carry on business.
- 27.4 If you become aware that any of the above circumstances have occurred, or if you believe that they will occur, you must notify us immediately.
- 27.5 If you stop receiving or we stop providing you with the Service and such Service is required in order for us to provide certain Online Product(s) or other products to you, we may stop providing you with all associated Online Products and/or other products. Any notice of termination in relation to the Service will be deemed to be a notice of termination in respect of such associated Online Product(s) and/or other products. Your terms and conditions relating to any Online Products and/or other product(s) that we provide to you will remain in place.
- 27.6 If a sole account holder dies, the personal representative of the sole account holder may end the relationship between the sole account holder and us. The personal representative will need to provide us with any evidence that we require.
- 27.7 If a joint account holder dies, we may treat the survivor(s) as having the full power to carry on the relevant business. This applies unless we receive instructions to the contrary from any of the continuing account holders, or from the executors, legal personal representatives or trustees of the deceased (such instructions must be provided in writing).
- 27.8 If a limited liability partnership or company is dissolved or struck off, we reserve our legal rights against such limited liability partnership or company.

28 Your rights to Cancel

If you change your mind within 14 days of you signing an application form for the Service, you can cancel and we will stop providing you with the Service or help you to switch to another service, provided that you notify us in writing within that 14 day period. If you wish to stop receiving the Service after the 14 day period has expired, you can do so by giving one month's notice to us in writing (unless otherwise agreed with us) as set out in the section entitled "Termination".

29 What happens after Termination or Cancellation?

- 29.1 On termination of the Service and/or the Terms and Conditions, clauses 8.1 to 8.4, 27, 30, 31 and 36 will continue in full force and effect. Any charges payable in connection with termination will be set out in the Tariff.
- 29.2 On termination you will immediately ensure that neither you nor any of your Users attempts to access or use the Service or any of the related Online Products, and will immediately and at our discretion, either:
- 29.2.1 return to us all Security Devices and material (whether originals or copies and in whatever medium) relating to the Service; or
- 29.2.2 confirm that such Security Devices and materials have been destroyed.
- 29.3 If you cancel the Service, stop receiving the Service, we stop providing you with the Service or the relationship between you and us ends entirely:
- 29.3.1 you will still be responsible for any amount which you owe to us (whether such amount is incurred before, during or after closure) and such amounts will become immediately due and payable to us;
- 29.3.2 we will not be responsible for any loss or damage that you may suffer as a result of us acting on instructions which were authorised by you prior to the date of closure of the Service;
- 29.3.3 your and our accrued rights, and the continuation of any term of the Agreement which is expressly stated or implicitly intended to apply after the Service is closed, will not be affected or prejudiced; and
- 29.3.4 any charges that you have paid to us in advance for the Service will be apportioned up to the date of termination and we will refund the relevant amount to you.

30 Liability

We would like to draw your particular attention to this clause 30.

- 30.1 If two or more persons are comprised in the expression "you", their undertakings and responsibilities will be joint and several.
- 30.2 We will have no responsibility to you arising out of or in connection with this Agreement, howsoever caused including if caused by negligence, for any:
- 30.2.1 loss of profit (whether direct, indirect or consequential);
- 30.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
- 30.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 30.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
- 30.2.5 loss of bargain (whether direct, indirect or consequential);
- 30.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 30.2.7 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 30.2.8 indirect, consequential or special loss.
- 30.3 Subject to clause 30.5, we shall have no liability to you under or in connection with this Agreement, whether in contract, tort, negligence, delict or in any other way including but not limited to in connection with your use of, access to or reliance on the Service. This clause 30.3 is without prejudice to any provisions on liability contained in other parts of the Terms and Conditions relating to relevant Online Products.
- 30.4 If you are a trustee or trustees acting on the behalf of a trust (including a pension scheme), your responsibility to us will not exceed the value of the assets of the trust (or pension scheme).
- 30.5 Nothing in the Agreement excludes or limits our responsibility in any way for:
- 30.5.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 30.5.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or

- 30.5.3 any other matter for which we cannot exclude or limit our responsibility by law.
- 30.6 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, delict or in any other way for:
- 30.6.1 fraud by you or any User;
- 30.6.2 any loss incurred or damage suffered by you as a result of Account information not being accurate, complete or up to date, or by your reliance on it; or
- 30.6.3 any failure by you to use or to ensure the use of the Service in accordance with this Agreement and any other instructions provided by us from time to time.
- 30.7 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) which we may incur or suffer arising, directly or indirectly, from any access or use by you or any User of the Service or any breach of the Agreement.
- 30.8 The exclusions from, and limitations of, liability set out in this clause 30 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

31 Circumstances Beyond Our Control

- 31.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the circumstances were unavoidable despite all efforts to the contrary.
- 31.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.
- 31.3 We will also not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.
- 31.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions
- and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

32 Partnerships

- 32.1 If you are a partnership (other than a limited partnership or a limited liability partnership), this section applies to you.
- 32.2 Each partner will be separately responsible to us for all debts and obligations of whatever nature of the partnership, together with all interest, fees and charges. If we need to take legal action against you, we may at our sole discretion take legal action against all or any of the partners for the full amount of all debts and obligations.
- 32.3 If there is a dispute between partners about the partnership accounts, you agree that we may require all partners to authorise transactions which are to be made out of any accounts until all partners agree how the partnership accounts are to be run. Payments made into any accounts will be paid in the usual manner.
- 32.4 If we are owed money in relation to the Service or any Online Products:
- 32.4.1 when a partner dies, in addition to the surviving partners each remaining separately responsible, the deceased partner's estate will also be separately responsible for paying the debt and we may require payment from the deceased partner's assets; and
- 32.4.2 unless otherwise agreed between us and the partnership, when a partner leaves the partnership, on such date each partner (including the partner who has left) remains separately responsible to us to repay all of the debts outstanding at such date.
- 32.5 You must notify us immediately (in such form as we require) of any changes in the partnership, and the current partners must ensure that any incoming partners sign a confirmation of the existing authorised signatories to us in the form that we may specify from time to time. We will also need to complete any identification, background and other checks in relation to any incoming partners.
- 32.6 If a partner in a partnership dies or a partner ceases to be a partner of the partnership, we may treat the remaining partners as having the full power to carry on the relevant business. This applies unless we receive instructions to the contrary from any of the continuing partners, or from the executors, legal personal representatives or trustees of the deceased (such instructions must be provided in writing).

33 Information about us and our Regulators

- 33.1 Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119268.
- 33.2 We adhere to the Standards of Lending Practice, which are monitored and enforced by the Lending Standards Board www.lendingstandardsboard.org.uk
- 33.3 We adhere to the British Bankers Association's Lending Principles for Larger Businesses. The Lending Principles for Larger Businesses only apply to certain customers. Details of which customers the Lending Principles for Larger Businesses apply to and copies are widely available on the internet.

34 Complaints / Service Promise

Voicing your concerns

- 34.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right.
- 34.2 You can write or speak to:
- 34.2.1 your relationship manager or customer services centre (or anyone in their teams);
- 34.2.2 your case handler or anyone else in your case handler's team; and/or
- 34.2.3 the relevant contact at the location that first dealt with the matter (e.g. a branch or service centre).
- 34.3 You can find details of what will happen next and how we will handle your complaint on our Website.

35 General

- 35.1 Your Agreement with us and any non-contractual obligations which arise out of your Agreement with us are governed by the law of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with your Agreement, including in relation to any non-contractual obligations, unless at the date you sign the application form for the Service you are:
- 35.1.1 a company or other incorporated body and your registered office is in Scotland;
 - 35.1.2 a sole trader and your business operates from Scotland;
 - 35.1.3 an unincorporated body and your central management and control is exercised from Scotland; or
 - 35.1.4 a charity based in Scotland,
- in which case, your Agreement with us and any non-contractual obligations which arise out of your Agreement with us will be governed by the law of Scotland and you and we both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with your Agreement, including in relation to any non-contractual obligations.
- 35.2 Your Agreement with us is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.
- 35.3 You cannot grant any security over any account with us (except in favour of us).
- 35.4 Each of the terms within this Agreement operate separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.
- 35.5 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person if we agree in writing. We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under this Agreement to another person without your prior consent.
- 35.6 Your Agreement with us constitutes the entire agreement made between you and us in respect of the Services and supersedes any prior agreement or arrangement made between you and us in relation to such Services. You and we agree that:
- 35.6.1 you and we have not entered into the Agreement in reliance upon any statements or representations which are not expressly set out in the Agreement;
 - 35.6.2 the only remedy for any misrepresentation or breach of any representation or statement made before you and we entered into the Agreement and which is expressly set out in the Agreement will be for breach of contract; and
 - 35.6.3 nothing in this clause is intended to limit or exclude the responsibility of any person for fraud or fraudulent misrepresentation.
- 35.7 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.
- 35.8 The Service may be used in connection with joint Accounts provided that one of the Account holders has authority to access and use the Account, and such Account holder applies to utilise the Service in accordance with the Terms and Conditions.

35.9 If you are a financial institution then in order to support the recommendations of the Financial Action Task Force, applicable law and in pursuance of our policies with respect to money laundering counter terrorist financing and criminal activity, you shall not, unless otherwise agreed by us (and if so, subject to compliance with such conditions as we may stipulate from time to time) use the Service to make any payment in your name when acting as the payment service provider for a third party.

35.10 If either Lloyds Bank International Limited or Lloyds Bank plc has undertaken to supply the Service to you, you acknowledge that Bank of Scotland plc will fulfil all performance obligations in respect of the Service on its behalf and that accordingly all instructions and communications from you and others acting on your behalf in connection with the use of the Service must be directed to Bank of Scotland plc in the United Kingdom.

35.11 You agree that your sole contractual relationship in connection with the supply of the Service shall be with Lloyds Bank International Limited or Lloyds Bank plc, as the case may be. Where this is the case, unless the context otherwise requires, references in the Agreement to 'the Bank' or 'Bank of Scotland plc' shall be deemed to be references to Lloyds Bank International Limited or Lloyds Bank plc, as the case may be.

36 Large Print, Braille, Audio and Call Recording

- 36.1 Please contact us if you would like us to provide any or all of the documents that make up your Agreement with us in an alternative format such as Braille, large print or audio.
- 36.2 If you have a hearing or speech impairment you can use Text Relay (previously Typetalk) or if you would prefer to use a Textphone, please feel free to call us on 0845 601 6909 (lines are open from 7am to 8pm from Monday to Friday and 9am to 2pm on Saturday).
- 36.3 Calls may be monitored or recorded in case we need to check that we have carried out your instructions correctly, for reasons relating to security and/or to help improve our quality of service.

37 Financial Difficulty

- 37.1 We want your business to be successful. However, there may be times when you need extra support. You should let us know by contacting your relationship manager as soon as possible if your business is experiencing financial difficulties. We will always try to help you and try to develop a plan with you to deal with the difficulties.
- 37.2 If we become aware of problems, we may contact you but you will probably spot any problems before we do. If you let us know as soon as possible, we can start working out a solution together.
- 37.3 Some examples of things that may cause concern are if:
- 37.3.1 you go overdrawn without our agreement;
 - 37.3.2 you exceed any agreed overdraft limit, especially more than once;
 - 37.3.3 there are large variations in your business' turnover;
 - 37.3.4 you are trading at a loss;
 - 37.3.5 you suddenly lose a key customer or employee;
 - 37.3.6 you sell a large part of your business;
 - 37.3.7 you use a facility for purposes other than those agreed with us;
 - 37.3.8 you fail to make a loan repayment;
 - 37.3.9 you do not keep to conditions set out in a loan agreement;
 - 37.3.10 you do not supply agreed monitoring information on time; and/or
 - 37.3.11 a creditor brings a winding-up petition or other legal action against your business.

38 Notices

38.1 It is your responsibility to notify us of any change to your Primary Administrator's contact details using the form that we will provide from time to time.

Ways we can contact each other - general

38.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, telephone, or e-mail (in each case using the details which you provided to us on your application form or the details that you have since informed us are correct), through a broadcast message on the Service or by posting a notice on our Website.

38.3 If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Service is held in the names of two or more persons.

38.4 If we sent a notice to a Primary Administrator, such notice will be considered to be a notice sent to you.

38.5 Any information and communications that are provided to you or made available to you relating to your Agreement with us will be in the English language.

Date of receipt of any communication to you or us

38.6 Any notice sent by first class post in the UK shall be deemed to have been delivered on the second Business Day after posting if first class post has been used, or on the fourth business Data after posting if second class post has been used.

38.7 Any notice sent from outside the UK shall be deemed to have been delivered on the eighth Business Day after posting.

38.8 Any notice sent by e-mail before 4pm on a Business Day shall be deemed to have been delivered on that day, but otherwise on the next Business Day.

38.9 If we post a notice on our Website, it is considered received by you at the time that the notice is uploaded or first becomes available for viewing on our Website. It is your responsibility to check our Website regularly for any notices applicable to you.

E-mail communication

38.10 You agree that we may accept e-mails from you for general communication purposes and that we may act on e-mails that we reasonably believe you have sent to us. However, we will not accept payment instructions from you provided by e-mail. We will also not accept the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply by e-mail.

38.11 When we accept e-mails from you for general communication purposes, we will not have any responsibility to you for any loss or damage that you may suffer as a result of our failure to respond to an e-mail if:

38.11.1 we consider that your e-mail is unclear in any way;

38.11.2 we doubt the validity of your e-mail;

38.11.3 we are unable to receive your e-mail (and/or any attachments to it) due to a system error or rejection of your e-mail by our system; and/or

38.11.4 the individual to which you have sent the e-mail (or the individual that monitors the e-mail account to which you have sent the e-mail) is unavailable, which causes a delay.

Change of contact details

38.12 You can change your contact details by giving seven days' written notice to us.

38.13 You must tell us (and provide us with any evidence that we reasonably require) as soon as possible if any of the following change, to the extent that it applies you:

38.13.1 your name;

38.13.2 the nature of your business or organisation;

38.13.3 your address;

38.13.4 your phone number;

38.13.5 your e-mail address;

38.13.6 your status as a Micro-Enterprise or otherwise;

38.13.7 your directors or members (as applicable) (and you must give details to us regarding the amount of such directors or members' interest in your business or organisation);

38.13.8 the structure of your business or organisation (such as a change of control) if such change is material; and/or

38.13.9 the names of those persons that you wish to appointed as authorised signatories.

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

Important information

If you have a hearing or speech impairment you can use Text Relay (previously Tynetalk).

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.

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 under Registration Number 169628.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS).

Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

The Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies.

More information on the Lloyds Banking Group can be found at lloydsbankinggroup.com.