

# International Moneymover

For Corporate customers

## Guidance notes

Always complete the form in **CAPITAL letters** using a ball point pen; it is essential the information sent to the receiving bank is clear and correct otherwise the payment may be returned.

- 1 The services available to you are:
  - **express** – quickest way of sending payments abroad including Euro (payment will arrive the same day or will take up to 3 Business Days depending on currency)
  - **standard** – convenient for sending non-euro payments abroad (payment will take 3 Business Days to arrive in the case of a non-euro EEA currency where the beneficiary's account is also in the EEA or 3-5 Business Days to arrive in the case of a non-EEA currency including, for example, US dollars)
  - **Basic Euro Moneymover (SEPA Credit Transfer)** – convenient for sending planned euro payments within the UK and abroad within the Single European Payment Area (SEPA). Payments can currently only be **sent via our Electronic Banking Channels** and will take a maximum of one Business Day to arrive from the Business Day on which we process your instruction. In order to use this means of payment, you must provide a Bank Identifier Code (BIC) and International Bank Account Number (IBAN). (see Section 4 for further information on BICs and IBANs).

Although we'll make sure money leaves your account promptly, delays can occur at the beneficiary's bank which are out of our control. Consequently, the times shown above are indicative for delivery to the foreign bank only. The payment could take longer to reach the beneficiary.

- 2 Please add your corporate office and relationship manager if known. This helps if we have any queries.
- 3 We will send the payment amount in the currency you require. You can either:
  - send your payment as a **currency** amount e.g. 5,000 euros,
  - send a sterling **equivalent in a currency** e.g. £2,500 pounds worth of euros (we will work out the exact amount of euros using the relevant exchange rate), or
  - send a **sterling** amount e.g. £2,500.

We recommend that payments are sent in the currency of the destination country. Payments sent in sterling or in a currency that is not the destination country's currency (e.g. sending US dollars to France) may be delayed and have extra charges.

Please make sure you specify the currency and amount in words and figures; this helps us confirm your payment amount.

In any case where the payment involves a foreign currency exchange, the Bank will apply the relevant exchange rate for the time being in force. The current exchange rate is available by telephoning the Payments Helpdesk on 0870 850 0871. Rates of exchange in respect of transactions for the equivalent of £25,000 or above may be agreed on a transaction by transaction basis by calling the Payments Helpdesk or by using Corporate Online at [www.lloydsbankcommercial.com/online-services](http://www.lloydsbankcommercial.com/online-services). Please note that the current limit of £25,000 is subject to variation at any time at our sole discretion.

- 4 Receiving customer (beneficiary) details are essential to make sure the payment reaches its destination. Always check this information with the receiving customer before filling in this form, and use CAPITAL letters. Here are some additional notes to make sure your payment is received without delay:
  - Where payment is being made to a bank account, your payment instruction will be processed based only on the beneficiary BIC and IBAN you provide in section 4.
  - Receiving customer's name – some banks abroad need the full name as it is shown on the bank account.
  - An **IBAN** (International Bank Account Number) is essential for payments to make sure your money reaches the correct account without additional charges, especially euro payments. IBANs usually consist of letters and numbers; there are a few examples below to help you.
    - **BIC's** (Bank Identifier Code), SWIFT codes and National Clearing Codes (e.g. ABA codes) are global methods of identifying banks depending on the country it is going to.
    - For payments to Australia or America, please make sure you quote the state within the bank details.
    - If you want to quote a reference (e.g. invoice number), or have any special bank routing details please write these clearly in the 'Additional Payment information' box.
- 5 Charges can be paid in three ways. Usually the "**split**" option is selected, you will pay our charges and your receiving customer will pay the foreign bank's charges. The other two methods are:
  - receiving customer to pay all, but they will receive less than you have shown in Section 3, or
  - you to pay all, but further charges may need to be taken from your account after the payment has been sent. Please contact your corporate team for details
- 6 You only need to complete this section if you have already agreed an exchange rate, if you need to book a rate (for payments of £25,000 and above), if you want to specify a value date, or if you are using a 'forward contract'. If you need further clarification, please call your usual International contact.
- 7 Please read the general terms below and sign and date the form in accordance with your account instructions held by us.
 

Options are available to you to choose how you want your payment to be processed. If you do not want to choose, or in the case of incomplete information, we will process your payment as Standard, in accordance with the standard tariff. In such a case, the charges will be split and the payment will be made to the receiving customer's account.

For payments that do not contain a BIC and/or IBAN may be returned by the receiving bank (Beneficiary Bank) and/or incur an additional fee.

In some countries, the use of BIC and/or IBAN is mandatory and payments will be rejected if the information is not included and could incur fees.

\*For a list of mandatory countries that require BIC and/or IBAN please visit: <http://www.lloydsbankcommercial.com/Corporate-terms/BankofScotland/NewBankofScotlandTerms/>

If the Bank acts upon beneficiary details provided by you but the details are found not to have been correct the Bank will not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof. If the Bank is notified promptly of any incorrect details the Bank will make reasonable efforts to recover the funds and shall be entitled to make a charge for such activity.

### IBAN examples:

Example's of some IBANs. As you can see they may vary on length and a mixture of letters and numbers. When filling in the form, you may not use all the available boxes in Section 4:

- Austria AT611904300234573201
- France FR1420041010050500013M02606
- Germany DE89370400440532013000
- Ireland IE29AIBK93115212345678
- UAE AE070221230567890123456

An IBAN printed on an invoice is likely to be prefixed with the word IBAN e.g. IBAN AT61 1904 3002 3457 3201. The word IBAN and the spaces are not needed on the form.

5 Charges can be paid in three ways. Usually the "**split**" option is selected, you will pay our charges and your receiving customer will pay the foreign bank's charges. The other two methods are:

- receiving customer to pay all, but they will receive less than you have shown in Section 3, or
- you to pay all, but further charges may need to be taken from your account after the payment has been sent. Please contact your corporate team for details

In compliance with the Payment Services Regulations 2009, all domestic and cross border payments made within the European Economic Area in euro or in the currency of a state of the European Economic Area that has not adopted the euro as its currency which do not involve a currency conversion must be remitted on the basis that the payer pays any charges levied by its payment service provider and the beneficiary pays any charges levied by its payment service provider. Accordingly, the 'split' option **must** be selected for those types of payments.

6 You only need to complete this section if you have already agreed an exchange rate, if you need to book a rate (for payments of £25,000 and above), if you want to specify a value date, or if you are using a 'forward contract'. If you need further clarification, please call your usual International contact.

7 Please read the general terms below and sign and date the form in accordance with your account instructions held by us.

Options are available to you to choose how you want your payment to be processed. If you do not want to choose, or in the case of incomplete information, we will process your payment as Standard, in accordance with the standard tariff. In such a case, the charges will be split and the payment will be made to the receiving customer's account.

**Definitions**

**“Business Day”** means 9am to 5pm Mondays to Fridays other than public and bank holidays in the United Kingdom, but, if your account specified in box 2 of the form is a euro denominated account, then the term “Business Day” shall be deemed to include a Euro Payment Day if a Euro Payment Day would not otherwise fall on a Business Day.

**“Euro Payment Day”** means a day on which TARGET2 is open for settlement of payments in euro.

**“Bank of Scotland”** or **“the Bank”** means the Bank of Scotland plc company (as listed at the foot of this form) with which you hold your account.

**“TARGET2”** means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

The terms and conditions applicable to your account with the Bank specified in box 2 of the form shall apply to the payment made hereunder except as otherwise provided for herein, and in the event of any conflict these general terms and conditions shall prevail.

**Express International Moneytransfer, Standard International Moneytransfer and Basic Euro Moneytransfer (SEPA Credit Transfer):**

You understand that these instructions will be transmitted by such method as Lloyds Bank in its sole discretion may decide and:

- Where the bank uses a correspondent bank to facilitate payment, the bank may receive income from the correspondent bank, in connection with these services.
- A payment may be converted into the currency of the destination country by the bank's correspondent bank, for which the bank may also receive income.

We must receive payment instructions before the cut-off time specified at [www.lloydsbankcommercial.com/Corporate-terms/BankofScotland/NewBankofScotlandTerms/](http://www.lloydsbankcommercial.com/Corporate-terms/BankofScotland/NewBankofScotlandTerms/) or we will deem the instruction to have been received on the next Business Day. Instructions received on days which are not Business Days will also be deemed to have been received on the next Business Day.

You agree that the timescales indicated above for the receipt of funds by the receiving customer are indicative only and are not binding on the Bank as it is not possible for the Bank to ensure that payment to or the receipt of money from another foreign financial institution can be made by or within any particular time.

**Liability**

- (a) Except as may be expressly stipulated elsewhere in these general terms and conditions the following provisions set out the entire liability of the Bank (including any liability for the acts or omissions of its employees, agents and sub-contractors in respect of the International Moneytransfer service) to you in respect of any breach of these general terms and conditions, any use of the International Moneytransfer service and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with these general terms and conditions.
- (b) Save as expressly stipulated in these general terms and conditions all warranties, conditions and other terms concerning the International Moneytransfer Service which might otherwise be implied by these general terms and conditions or any collateral agreement (whether by statute or otherwise) are hereby excluded from these general terms and conditions to the fullest extent permitted by law.
- (c) The Bank shall not be liable for any loss of profits, loss of business, loss of or corruption of data, loss of goodwill, anticipated savings or similar loss or pure economic loss whether such loss or damage was foreseeable or whether or not the Bank was aware that the same could occur or for any special, indirect or consequential losses, costs, damages charges or expenses howsoever arising in connection with these general terms and conditions or the International Moneytransfer service.
- (d) The Bank will not be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the International Moneytransfer service or unauthorised use of the International Moneytransfer service (save to the extent that any monies are or become irrecoverable as a result of unauthorised use which is permitted by reason of our default) or any acts or omissions of any third party, including any financial institution or network operator.

- (e) The entire liability of the Bank in contract, tort/delict (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of or in connection with the performance or contemplated performance of the agreement constituted by these general terms and conditions in any period of 12 months (or such lesser period the agreement has been in force) up to the date the liability was incurred shall not exceed (i) the amounts (if any) necessary to reimburse you for the loss of any funds the subject of any instruction for payment hereunder which are or become irrecoverable as a direct result of the Bank's default plus (ii) the aggregate of the charges in respect of the International Moneytransfer service actually paid by you in respect of that period or the sum of £1,000, whichever shall be the greater.
- (f) Without prejudice to the foregoing you shall fully indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from you or the unauthorised use of the International Moneytransfer service (save to the extent that any unauthorised use is permitted by reason of the Bank's default) or any failure on your part (including any authorised user) to comply with these general terms and conditions or any other reasonable instructions issued by the Bank from time to time.
- (g) The provisions of this section are in addition to and without prejudice to any other provisions which exclude or limit the liability of the Bank under these general terms and conditions.
- (h) You agree that the exclusions and limitations as set out in these general terms and conditions are reasonable having regard to all the circumstances and the levels of risk in relation to the Bank's obligations under these general terms and conditions.
- (i) Nothing in these general terms and conditions shall be deemed to exclude or limit the Bank's liability which is not permissible under applicable law including liability for death or personal injury caused by the Bank's negligence or for fraud or fraudulent misrepresentation or under the Financial Services and Markets Act 2000 or any associated regulations.

**Governing Law**

The Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to English law and you submit to the exclusive jurisdiction of the English courts, unless (a) you are a company (or other incorporated body) and your registered office is situated in Scotland, (b) you are a sole trader and your business operates from Scotland or (c) you are an unincorporated body and your central management and control is exercised from Scotland, in which case the Agreement and all non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and you submit to the exclusive jurisdiction of the Scottish courts.

**Recalling a payment instruction**

If you wish to recall a payment instruction, the Bank will provide reasonable assistance to you and there are charges payable for recalling a payment.

However you acknowledge that:

- payment instructions will at a certain point become irrevocable and once the instruction has become irrevocable, we will not be able to recall the payment.
- If the payment has already been credited into the receiving customer's account, the Bank can only recall the payment with the agreement of the receiving customer.

The Bank will not be liable to you for any loss or damage you suffer as a result of the instruction becoming irrevocable.

If a payment can be recalled, the amount returned to you will be calculated according to the exchange rate on the day it is credited into your account.

**Anti-money Laundering Requirements**

Bank of Scotland must comply with anti-money laundering regulations. By signing overleaf you authorise Bank of Scotland to include your name, address and account number on the payment details sent to the receiving customer's bank.

**Fair Processing Notice**

In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:

- (a) complying with the applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations, and
- (b) fighting crime and terrorism;

and disclosed to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred outside of the EEA to countries which do not provide the same level of data protection as the UK.

**Sanctions**

Bank of Scotland and/or any member of the Lloyds Banking Group (being Lloyds Banking Group plc and its subsidiaries for the time being) may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. The Bank 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 the Bank's reasonable opinion is likely to result, in a breach by it 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 the Bank will not be liable for any loss, damage, cost or expense by reason aforesaid. The Bank shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

**No third party rights**

Neither this application, nor the Bank's acceptance of it, shall confer any benefit on or be enforceable by the receiving customer or any other third party.

**Payment Services Regulations**

The Payment Services Regulations apply to these terms and conditions except that all the provisions contained in those regulations which can be excluded in agreements with certain businesses are excluded to the fullest extent possible.

**Recording of telephone conversations**

We accept calls made through Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

For more information refer to:

[www.lloydsbankcommercial.com/corporate-terms/bankofscotland/newbankofscotlandterms](http://www.lloydsbankcommercial.com/corporate-terms/bankofscotland/newbankofscotlandterms)

**International Payments & Currencies**

Please note that when making payments to certain countries and/or in certain currencies additional terms and conditions may apply. We may also restrict the method by which you can instruct us to make payment (e.g. paper application, online banking etc.). Before making any payments in a particular currency, please ensure that you have reviewed any detailed requirements for such payments set out at

[www.lloydsbankcommercial.com/corporate-terms/bankofscotland/newbankofscotlandterms](http://www.lloydsbankcommercial.com/corporate-terms/bankofscotland/newbankofscotlandterms)

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

We accept calls via Text Relay.

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

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

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

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

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