

# Terms and Conditions

i|Site



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## PART 1: General

### 1 Definitions and Interpretations

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

**Account** means any of the permitted account types set out in Section 2 of the Application for the Client Banking Service, or any other Account type permitted by Us in writing from time to time;

**Account Application Form** means Our application form and terms and conditions for a Client Own Name Account, as amended by Us from time to time;

**Account Closure Period** has the meaning given to it in Clause 19.1;

**Account Group** means any of the groups of Accounts set out in the Pricing Schedule and referred to there as Account Groups;

**Account Summary** means Our document summarising the key features of a Client Own Name Account, and explaining the relationship between (1) Us and You and (2) You and the Client, as such document may be amended by Us from time to time;

**Agreement** means this agreement, consisting of:

- (a) the Application for the Client Banking Service completed by You and signed by both Parties;
  - (b) these Terms and Conditions;
  - (c) the PKI Customer Agreement (if applicable);
  - (d) the sections in the Information to Support Your Account leaflet setting out the standard transaction charges applicable, the times by which We must receive payment instructions in order to process them on that day, and the times by which deposits into an Account or withdrawals from an Account shall clear; and
  - (e) the Tariff and Pricing Schedule,
- (in each case) as amended from time to time;

**Application for the Client Banking Service** means the form appended to these Terms and Conditions and signed by or on Your behalf;

**Business Day** means any day from 9am to 5pm which is not a Saturday, Sunday or United Kingdom bank or public holiday;

**Change in Law** means any amendment, substitution, modification, re-enactment or clarification of any Law (including any change in any published interpretation of a Law which is issued by any regulatory authority, industry body or other institution (a) regulating the relevant business of either Party from time to time or (b) whose guidance that Party is accustomed to following);

**Charity** means a body whose annual income is less than £1 million and which is:

- (a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- (b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- (c) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008 or, until that section comes into force, a body which is recognised as a charity for tax purposes by HM Revenue and Customs;

**Client** means any person to whom You provide any goods or services;

**Client Banking Partner's Group** means You, any direct or indirect Subsidiary or Your Holding Company, and any direct or indirect Subsidiary of any such Holding Company;

**Client Banking Service** means the account administration services consisting of the i|SITE Service and the Manual Support Service;

**Client Own Name Account** means an account held by Us in the name of a Client (either alone, or together with You acting as an additional account holder);

**Commencement Date** means the date on which this Agreement is deemed to come into effect, as set out in Section 5 of the Application for the Client Banking Service and notwithstanding the date or dates of execution of this Agreement;

**Commission** means the Percentage-Based Commission and/or the Margin-Based Commission, as calculated in accordance with the Pricing Schedule;

**Commission Percentage** means each percentage identified as such and set out in the Pricing Schedule;

**Confidential Information** means, in relation to either Party (the disclosing party), any information relating to the disclosing party's operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, customers, customer details and business affairs, but excludes any information which the Party in receipt of the information (the receiving party) can reasonably prove:

- (a) was already known to it prior to its receipt from the disclosing party;
- (b) was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the disclosing party;
- (c) was in the public domain at the time of receipt by the receiving party or subsequently entered into the public domain other than by reason of breach of this Agreement or breach of any obligation of confidence owed by the receiving party or its agents or subcontractors to the disclosing party; or
- (d) is trivial or obvious,

and (for the avoidance of doubt) the i|SITE Service and the i|SITE Guide are Our Confidential Information;

**Consent to Rely** means the optional consent to rely set out in Section 5 of the Application for the Client Banking Service; Control has the meaning given to it by section 840 of Income and Corporation Taxes Act 1988;

**Control Account** has the meaning given to it in Clause 30.7;

**Commercial Banking Agreement** means the agreement between the Bank and the Client Banking Partner for the provision of the service currently known as the "Commercial Banking Online Service", as such agreement may be amended, supplemented or replaced from time to time;

**Designated Client Account** means any account held by Us in Your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account;

**Digital Identification Service** has the meaning given to it in the PKI Customer Agreement;

**External Payment Instruction** means any instruction to pay or transfer money electronically which is not an Internal Payment Instruction;

**Faster Payments Service** means the service provided by certain UK banks and building societies enabling customers to transfer monies from an account with one participating bank or building society to another participating bank or building society with same day value;

**Group Company** means (in respect of Us) any member of the Lloyds Banking Group and (in respect of the You) any member of the Your Group;

**Help Service** means the guides and help files available through Our Website, or in print or through the telephone service which We offer to assist Users to access and operate the Service;

**Holding Company** has the meaning given to it by section 1159 of the Companies Act 2006;

**Information to Support Your Account Leaflet** means the leaflet which sets out information about an Account, including the standard charges applicable and the timing of payments into and out of the Account. This leaflet is provided to You when it applies for the Client Banking Service and is available at any time by calling Us or checking Our website;

**Intellectual Property Rights** means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing;

**Internal Payment Instruction** means an instruction to transfer money electronically from an Account held in an Account Group to another Account held either in the same Account Group or in another Account Group;

**i|SITE Guide** means the guide and user information relating to access and use of the i|SITE Service which is made available by Us in online form, as amended by Us from time to time. The i|SITE Guide does not form part of this Agreement;

**i|SITE Service** means the provision by Us to You of an online, automated account administration service permitting certain users nominated by You (and accepted by Us) pursuant to this Agreement to access, retrieve and download Account information daily, and to transmit certain instructions to Us in relation to Accounts, as detailed in Part 5 of these Terms and Conditions;

**Law** means any applicable Act of Parliament, subordinate legislation, regulation or rule and any statement of practice, guidance note or interpretation published by any regulatory authority, industry body or other institution (a) regulating the relevant business of either Party from time to time or (b) whose guidance that Party is accustomed to following;

**Lloyds Banking Group** means Lloyds Banking Group plc, registered in Scotland number SC095000 and having its registered office at The Mound, Edinburgh, EH1 1YZ, any direct or indirect Subsidiary or Holding Company of the Lloyds Banking Group plc, and any direct or indirect Subsidiary of any such Holding Company;

**Manual Support Service** means the manually-controlled back-up and support service detailed in Clause 52;

**Margin** means each figure identified as such and set out in the Pricing Schedule;

**Micro-enterprise** means an enterprise which employs fewer than ten persons and whose annual turnover and/or balance sheet total does not exceed two million euro, including self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in economic activity (as defined in the Annex to Recommendation 2003/361/EC (EU Official Journal No. L124, dated 20 May 2003)). Where the enterprise forms part of a larger group the structure of the group may impact on whether You shall be deemed to be a Micro-enterprise;

**Online Viewing Service** means the functions of the Service which permit Type 2 Users to access Your 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;

**Parties** means Us and You and Party means either of them, as the context requires;

**Prescribed Material** means:

- (a) the Account Application Form;
- (b) the Information to Support Your Account Leaflet;
- (c) the Account Summary;
- (d) statements of account relating to a Client Own Name Account;
- (e) notices given under or in accordance with the terms and conditions of a Client Own Name Account; and
- (f) such other material relating to a Client Own Name Account and/or to Us which is required to be given to an applicant prior to that applicant applying for a Client Own Name Account, or to a Client holding a Client Own Name Account, in order to comply with Law and/or Our business practices from time to time.

**PKI Customer Agreement** means the agreement between Us and You, entitled "PKI Customer Agreement", for the provision of a service referred to in that agreement as the "Digital Identification Service", as such agreement may be amended, supplemented or replaced from time to time;

**Pricing Schedule** means the schedule setting out the interest rate(s) applicable to Accounts and details of the calculation of any Commission, Arrangement Fee or Service Fee payable, as such schedule may be amended or replaced from time to time in accordance with the provisions of this Agreement or that schedule;

**Promotional Material** means the content of all marketing and promotional materials produced in any medium which describes the features and/or functionality of any Account (including the manner in which, or by whom, the Account is provided) and/or the Client Banking Service, or otherwise refers to Us, but excluding (for the avoidance of doubt) Prescribed Material;

**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, including the Security Device or Security Information;

**Reference Interest Rate** means the Bank of England Bank Rate or such other externally set rate as We may decide from time to time. Details of the Bank of England Bank Rate are widely available in the media;

**Quarter** means a period of three months from (but excluding) one Quarter Day to (and including) the next Quarter Day. For the purposes of this definition, Quarter Day means the last Business Day in each of the following months:

- (a) if this Agreement is governed by the laws of England and Wales: March, June, September and December; and
- (b) if this Agreement is governed by the laws of Scotland: February, May, August and November;

**Security Device** means any Security Device as defined in the Commercial Banking Agreement or any other device that We may issue to You, any System Administrator, any Type 1 User and/or any Type 2 User from time to time for the purposes of enabling those persons to access and/or use the i|SITE Service in a secure manner;

**Security Information** means a user identification name, code, personal identification number, password or such other security information as We may determine for use in connection with the Service. We may stipulate different types of Security Information for You, and the different categories of people who may be authorised to use the Service;

**Security Procedures** means the security procedures and confidentiality arrangements that You must observe as detailed in

- (a) Condition 6; and
- (b) Conditions 12.1, 12.3 and 12.4; and
- (c) In the case of a Type 2 User and a System Administrator, Condition 12.5 and the PKI Customer Agreement which, in all cases, may be updated by Us from time to time.

**Service** means the services We agree to provide You which currently includes Our Online Viewing Service, and any other internet-based reporting, payment and other services We may make available to You from time to time;

**Subsidiary** has the meaning given to it under section 1159 of the Companies Act 2006;

**System Administrator** means a person appointed as such from time to time pursuant to the Commercial Banking Agreement;

**Tariff** means Our tariff of charges, from time to time, relating to Your use of the Service;

**Type 1 User** means a person appointed and authorised on Your behalf by a System Administrator to access the Online Viewing Service and, if applicable, to create but not authorise instructions which would otherwise be User Instructions;

**Type 2 User** means a person appointed and authorised on Your behalf by a System Administrator to access and use the Online Viewing Service;

**Undesignated Client Account** means an account held by Us in Your name and which is designated as holding funds beneficially owned by Clients who are not named or otherwise identified in the title of that account;

**User** means as the context may require, each System Administrator and each Type 1 User or Type 2 User permitted to access and use the Service;

**User Instruction** means an instruction, authorisation or request (payment or otherwise) given to Us through the Service by a Type 2 User:

- (a) on Your behalf; or
- (b) subject to Condition 11.3:
  - (i) on behalf of another member of Your corporate group; or
  - (ii) on behalf of any person or entity connected with You.

We, Our and Us means Bank of Scotland plc, registered in Scotland no. SC32700. Registered Address: The Mound, Edinburgh, EH1 1YZ and its successors and assigns. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority;

**Website** means the website that We notify to You, from time to time, which may be used to access the Service and to provide information;

**Year** means a calendar year; and

**You** and **Your** means the applicant named in Section 1 of the Application for the Client Banking Service, and its successors and assignee.

- 1.2 The singular includes the plural and vice versa and any gender includes every other gender.
- 1.3 References to Clauses or to a Part or Section are to Clauses of, or a Part or Section of, this Agreement.
- 1.4 Reference to Acts of Parliament, subordinate legislation, regulations and rules shall be to such Acts, subordinate legislation, regulations or rules as may be subsequently amended, substituted, modified or re-enacted from time to time but subject to Clause 4.3.
- 1.5 Any reference to a person shall be deemed to be a reference to any natural person, partnership, firm or other unincorporated body, company or other corporate body, or any other legal person howsoever constituted.
- 1.6 The headings are for convenience only and shall not affect interpretation.
- 1.7 The word including shall be interpreted as meaning "including, without limitation" and shall not limit the generality of any preceding words.
- 1.8 All times stated in this Agreement are UK times.
- 1.9 This Agreement is separate from and does not affect the terms of the PKI Agreement.

## **2 Commencement, Service Commencement and Cancellation**

- 2.1 This Agreement shall commence on the Commencement Date. Notwithstanding this, We shall not be obliged to provide the Client Banking Service and/or allow any new Accounts to be opened until:
  - 2.1.1 the PKI Agreement have been entered into by the Parties;
  - 2.1.2 We have provided a copy of the i|SITE Guide to the You;
  - 2.1.3 the interest rate(s) applicable to the Accounts, any Commission and/or fees payable have been agreed between the Parties and noted in the Pricing Schedule; and
  - 2.1.4 the cancellation period referred to in Clause 2.2 has expired without You having exercised its right to cancel this Agreement.
- 2.2 If within fourteen days of the date of execution (or if there is more than one date, the last date of execution) of this Agreement You decide that it no longer wishes to enter into

this Agreement, You may cancel this Agreement by posting a written cancellation instruction to Us in accordance with the provisions of Clause 20. If You cancel this Agreement, all Accounts opened in Your name shall be closed by Us and We shall refund to You any money paid into any Control Account, Designated Client Account or Undesignated Client Account and shall pay interest on the sums refunded.

- 2.3 You shall pay to Us, within twenty Business Days of the date of cancellation of this Agreement, such proportion of the first monthly Service Fee (if any) as shall be attributable to the period beginning on the Commencement Date and ending on the date of cancellation as We shall confirm is due and payable.
- 2.4 If You do not cancel this Agreement during the fourteen-day cancellation period, this Agreement may only be terminated in accordance with the provisions of Clause 18.

## **3 Relationships between the parties**

The Parties are independent contractors and are not partners or joint-venturers with regard to the subject matter of this Agreement. Neither Party is the agent of the other nor shall that Party have the right to impose any obligation on the other Party in relation to third parties without the other Party's prior written consent.

## **4 Legal and Regulatory Compliance**

- 4.1 The Parties shall:
  - 4.1.1 perform their obligations and exercise their rights in terms of this Agreement in compliance with Law; and
  - 4.1.2 have and maintain all necessary licences, permits, registrations and authorisations required by Law to perform their obligations and exercise their rights under this Agreement.
- 4.2 Without prejudice to Clause 4.3 the Parties shall take all necessary steps to amend their respective procedures for fulfilling their obligations in the event of any Change in Law which makes such amendments necessary or good practice.
- 4.3 Notwithstanding Clause 4.2, where the effect of any Change in Law is that the ability of either Party to perform its obligations, exercise its rights or perform any functions envisaged by this Agreement is materially affected, the Parties shall promptly enter into good faith negotiations to amend this Agreement and/or the procedures employed by the Parties under this Agreement so as to recognise (and, where necessary and to the extent reasonably possible, minimise) the effect of the Change in Law.
- 4.4 If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, in whole or in part, it shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected. Should any material provision of this Agreement be invalid or unenforceable as aforesaid then the Parties shall enter into good faith negotiations to amend such provision in such a way that, as amended, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as to the point in question.

## **5 Access and Use**

- 5.1 You must not let anyone other than a User access and use the Service on Your behalf.
- 5.2 Subject to the Agreement, We will
  - (a) make the Service available to You and Users;
  - (b) provide Users with the Help Service (although We may sometimes have to suspend or vary the availability of the Help Service); and
  - (c) take precautions, in accordance with security practices normally implemented by banks in the United Kingdom, to keep Your and each User's personal data confidential and accessible only to You and such Users and Our employees or agents or subcontractors who are engaged in communicating and maintaining the Service.
- 5.3 The provisions of Conditions 10 and 11 also apply.

5.4 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 You provide to Us for the purposes of providing 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.

## **6 Security**

- 6.1 You are responsible for ensuring that You and all Users comply with the Security Procedures.
- 6.2 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 Information and Security Procedures are known only to the relevant Users.
- 6.3 You agree to adopt, operate, and maintain effective security and confidentiality measures in relation to Your and Your Users' use of the Service, including taking all reasonable precautions to prevent unauthorised use of the Service and ensuring that all Security Information and Security Devices are kept under secure conditions and not disclosed or made available to anyone else, and that all Users access the Service in a secure manner.
- 6.4 From time to time, We may notify You of additional security requirements. You must ensure that You and each User promptly complies with these requirements.
- 6.5 You must ensure that no-one leaves any computer or other device connected to the Service unattended or allows it to be used by anyone else.
- 6.6 You must ensure that any computer or other device through which You or Users access the Service is free from any computer viruses, Trojans and malware, and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 6.7 You must ensure that Your System Administrator takes all necessary steps to cancel the access rights of the User affected and thereafter contact Us immediately by telephone (Our contact details are available on Our Website) if You, any User or, if appropriate, anyone else employed by or connected to You know, or believe that:
- (a) any part of anyone's Security Information has been, is or may be lost, stolen, misused, or known to someone else;
  - (b) a Security Device has been lost or stolen or anything has been done or tried to be done to compromise its security;
  - (c) anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service, or breaching confidentiality; or
  - (d) 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.
- 6.8 The provisions of Condition 12 will.

## **7 Processing Data**

- 7.1 You acknowledge and agree on Your part and on behalf of Your Users that persons involved in providing or maintaining the Service may have access to Your data and personal data of Your Users for such purposes, but We agree that such persons will only have access if they are bound by confidentiality obligations no less onerous than those which We owe You in respect of such data, and otherwise in accordance with Our privacy policy in force from time to time.
- 7.2 If You are an International Account holder You acknowledge that Your data may be held and processed in the United Kingdom. The holding of such information in the United Kingdom may cause it to be subject to the powers of the United Kingdom authorities in addition to those of the jurisdiction in which Your Account is held.

## **8 Further Obligations**

- 8.1 You will, when permitting Your Users to use and operate the Service, ensure that such use is strictly subject to and compliant with the Agreement.

- 8.2 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.
- 8.3 If You are acting for the purpose of Your trade, business or profession then, accept as set out in the Agreement, You acknowledge that all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Service or otherwise are excluded.

8.4 You must comply with the specifications and other requirements We notify to You from time to time.

8.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.

## **9 Account Information Available Using The Service**

- 9.1 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.
- 9.2 We will use reasonable endeavours to ensure that all Account information available through the Service is regularly updated and is accurate.
- 9.3 The records We maintain of instructions and authorisations received, and payments or 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.

## **10 Access and Use: Special Conditions**

- 10.1 We may stipulate, from time to time, the minimum number of System Administrators that You must have. We recommend that You have more than one System Administrator at any one time. If You are a sole trader or other entity where We are satisfied that the appointment of two System Administrators would be impractical, We may permit the appointment of a single System Administrator.
- 10.2 If You want to access and use the Online Payment Service, Your System Administrators must also be appointed as "nominated representatives" under the PKI Customer Agreement.
- 10.3 A System Administrator will be taken as acting on Your behalf in relation to any matter concerning the Service. In particular, a System Administrator has the following authority:
- (a) to nominate and authorise Users;
  - (b) to set such limits on the use of the Service by each User as the System Administrator determines;
  - (c) to issue, amend, cancel or re-issue a User's Security Device or Security Information;
  - (d) to monitor each User's access to and use of the Service in accordance with Our directions to You; and
  - (e) to carry out any other functions.
- 10.4 We may, from time to time, stipulate if more than one System Administrator needs to authorise something.
- 10.5 We are entitled to accept the System Administrator's nominations of each User and the use and access by and instructions in respect of the Service of any User without any further enquiry or verification.
- 10.6 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 any person or entity connected with You. We may ask You for evidence to confirm the relationship between You and any User. 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), You must immediately



notify Us and We will cancel the Security Device and Security Information of that User in order to terminate the User's access to and use of the Service. Subject to Condition 10.1, if such person is a System Administrator and the number of System Administrators will fall below two, You must promptly:

- (a) appoint a new System Administrator;
- (b) provide Us in writing with the new System Administrator's details; and
- (c) ensure that the new System Administrator signs a declaration concerning use of the Service and Our use of data relating to them, in a form required by Us.

10.7 In the event that You are an individual, on Your death We will normally cancel access to the Service and terminate this Agreement unless alternative arrangements are made with Your personal representatives. In the event the Service is used in conjunction with a joint Account, We shall also cancel access to the Service and terminate this Agreement on Your death or the death of the relevant User or System Administrator, unless the other Account holder is authorised to use the Service.

10.8 A Type 2 User must also qualify and be appointed as an "authorised user" in accordance with the terms of the PKI Customer Agreement.

## 11 User Instructions: Special Conditions

11.1 You authorise Us to act on all User Instructions received by Us provided that the User Instructions are, or appear to be, given by a Type 2 User using the correct Security Information.

11.2 The use of the Service to execute a Payment Instruction or a series of Payment Instructions is only permitted where the Payment Instruction is given, or appears to have been given, using the Type 2 User's Security Device and Security Information and in accordance with the Security Procedures. Any revocation of Payment Instructions permitted in accordance with Condition 11.5 must also be given using the same procedures.

11.3 We are authorised to act on a User Instruction in connection with another member of Your corporate group or any person or entity connected with You, if that member, other person or entity has completed and submitted to Us an appropriate application, which has been accepted by Us.

11.4 Before executing a User Instruction, We will provide You on the Website details of:

- (a) the latest effective time for any intended Payment Transaction;
- (b) the applicable charges;
- (c) the details of any information/unique identifiers which must be included to effect a Payment Instruction.

11.5 Once issued, User Instructions may not be revoked or withdrawn after receipt by Us and may be acted upon by Us except where revocation is permitted under the Account Terms. In any other case, We do not have to act on any request from a Type 2 User to cancel or amend a User Instruction. We may charge if a User Instruction is revoked.

11.6 You agree that if We consider that We are justified in doing so, We can refuse to carry out a User Instruction.

This applies to any User Instruction which:

- (a) We consider is ambiguous, suspicious, unclear, impossible to, or we are unable to, effect;
- (b) is unlawful;
- (c) would exceed any previously agreed spending limit that We apply for You in relation to CHAPS or SWIFT payments; or
- (d) would exceed the available funds in, or result in an unauthorised overdraft on, the relevant Account or, subject to any agreed set-off arrangement, across all of Your Accounts.

11.7 If We propose to refuse to execute a User Instruction, We will seek to notify or make this information available to You as soon as possible, but in any event by no later than:

- (i) for payments in sterling: where the payee's bank is within the UK, the next Business Day after the Business Day on which we received your instruction; or, where the payee's bank is elsewhere in the EEA, the fourth Business Day after the Business Day on which we received your instruction;
- (ii) for payments in euro: where the payee's bank is within the EEA (including the UK), the next Business Day after the Business Day on which we received your instruction;
- (iii) for payments in any other EEA currencies: where the payee's bank is within the EEA (including the UK), the fourth Business Day after the Business Day on which we received your instruction.

For payments outside the EEA and/or non-EEA currencies different timescales will apply.

We may do this by a screen message, an email or by telephone. We will where it is reasonable or we are required to do so give You or make available to You the reason for the refusal. We will, however, be excused from notifying You, where it would be unlawful to do so.

11.8 When We notify You, We will advise You of any errors or omissions that must be rectified to allow the User Instruction to proceed. We may charge You for any notification under this Condition 11.8.

11.9 Where You have failed to provide Us with correct details of the account to which a Payment Instruction is directed as required by Condition 11.4, We will make reasonable efforts to recover any misplaced funds but may charge You for such recovery. Where we are unable to get the money back, You can send us a written request and we'll then provide all the relevant information we can in order for You to claim repayment of the funds. We'll only provide You with information that we are allowed to provide to You by law.

11.10 We may, from time to time, apply limits to User Instructions, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after We apply them. We will notify You as soon as practicable. We are not obliged to apply limits or otherwise restrict the authority of a System Administrator or any Type 2 User.

11.11 You may request that a Payment Transaction is carried out in a currency other than Sterling. Any such transaction will be governed by the Account Terms relating to the Account from which the payment is to be made.

11.12 Further terms regarding the authentication of Payment Instructions and the processing and execution of Payment Transactions are set out in the Account Terms.

## 12 Security: Special Conditions

12.1 To enable You to use the Service We will, from time to time, notify You and Users of relevant Security Information and provide any required Security Device.

12.2 The Security Procedures differ depending on what part of the Service a particular User has access to and wishes to use on Your behalf. Condition 12.5 applies only to Type 2 Users and System Administrators.

12.3 The System Administrator will issue each User with a Security Device to enable that User to access the Service. Each User will also require separate Security Information (either issued to, or created by, a User) which will be used by Us to identify that User when accessing the Online Viewing Service.

12.4 In relation to each User's Security Information:

- (a) You will be responsible for ensuring that each User's Security Information is kept secret. The only exceptions to this obligation are:
  - (i) each time any User accesses the Service, the User must input the Security Information when prompted to do so by the Service access procedures; and
  - (ii) each time a User first uses new Security Information, the User must reveal it on the Service in accordance with the Service access procedures;

- (b) You must ensure that no User records Security Information in a way which is recognisable as Security Information. If We provide Security Information to You or any User in written form, You or the User must ensure that promptly following receipt, it is read and destroyed;
  - (c) Security Information number combinations must not be easily guessed (avoiding, for example, consecutive numbers, repeat digits, birthdays). You must ensure that a random combination of numbers or letters or a combination of both are used; and
  - (d) if You or any User discover that Security Information is or may be known to any other person, You must ensure that Your System Administrator takes all necessary steps to cancel the access rights of the User affected and thereafter You must telephone us immediately. We may suspend access to the Service using that Security Information until new Security Information has been issued, or until We are satisfied with Your ongoing security arrangements for use of the Service.
- 12.5 The PKI Customer Agreement sets out the conditions by which You may issue User Instructions using the Digital Identification Service. Type 2 Users and System Administrators must also qualify and be appointed as "Authorised Users" for the purposes of the PKI Customer Agreement. The PKI Customer Agreement outlines important provisions concerning the Security Procedures and Security Information. To ensure that the Service is not accessible by unauthorised persons, it is essential that the Security Procedures set out in the PKI Customer Agreement are complied with at all times. You must comply, and must ensure all Your Type 2 Users and System Administrators, comply with the PKI Customer Agreement and the Agreement.

### 13 Commission and Fees

- 13.1 Commission, Service Fees and an Arrangement Fee shall be payable under this Agreement, as set out in the Pricing Schedule.
- 13.2 Without prejudice to Clause 4, You shall inform each Client in whose name or on whose behalf an Account is to be opened, using clear and intelligible language, that You shall obtain Commission from Us which shall be calculated in part based on the balance held by or on behalf of that Client in that Account. You shall provide to the Client such further information relating to the Commission as may be required by Law, which includes any regulation or rule and any statement of practice, guidance note or interpretation published by any regulatory authority, industry body or other institution (a) regulating the relevant business of either Party from time to time or (b) whose guidance that Party is accustomed to following and/or the terms of the contractual relationship between You and the Client from time to time. Where required by Law, which includes any regulation or rule and any statement of practice, guidance note or interpretation published by any regulatory authority, industry body or other institution (a) regulating the relevant business of either Party from time to time or (b) whose guidance that Party is accustomed to following, You shall also obtain the Client's consent to You being paid the Commission.
- 13.3 You shall provide the information set out in Clause 13.2 to each Client:
- 13.3.1 in the case of a Client wishing to open a Client Own Name Account, prior to the Client completing and signing the relevant Account Application Form; and
  - 13.3.2 in the case of all other Clients, prior to You transferring money belonging to that Client into an Account.

### 14 General Undertakings

- 14.1 Each Party shall:
- 14.1.1 perform all of its obligations under this Agreement with the appropriate degree of skill and care;
  - 14.1.2 provide in a timely manner at its own cost and expense such facilities, appropriately-skilled staff resources, equipment and all other items as may reasonably be required to enable it to perform its obligations under this Agreement; and

14.1.3 provide such reasonable assistance and information to the other Party's employees as is necessary for the other Party to perform its obligations under this Agreement.

- 14.2 You shall allow Us, Our auditors and/or any person representing Our regulators access (including access to any of Your business premises) during normal business hours and upon not less than ten Business Days' prior written notice to:

14.2.1 information and correspondence in relation to the Accounts; and

14.2.2 (where We have made Client Own Name Accounts available to Clients) documentation and systems, including internal training and procedures manuals, which relate to Your procedures and processes for dealing with Clients in relation to Client Own Name Accounts,

Which (in each case) We, Our auditors or regulators may reasonably require from time to time.

14.2.3 You shall notify Us promptly should it (or any Group Company) make an application to the Prudential Regulation Authority for permission to accept deposits (and shall also notify Us in the event that such permission is obtained), or if Control of You is acquired by any person holding such permission.

## 15 Confidentiality and Publicity

- 15.1 Each Party (the receiving party) undertakes in relation to the Confidential Information of the other Party (the disclosing party):
- 15.1.1 to maintain it in confidence and to use it only for the purposes of this Agreement and for no other purpose and not to make any commercial use of that Confidential Information or to use it for the benefit of itself or any third party other than pursuant to this Agreement;
  - 15.1.2 not to copy, reproduce or reduce to writing any part of it except as may be reasonably necessary for the purposes of this Agreement, provided that any such copies, reproductions or reductions to writing shall be the property of the disclosing party;
  - 15.1.3 not to disclose it to its employees or to third parties except:
    - (a) where disclosure is required to comply with a court order or a request or requirement of a competent statutory or regulatory authority or otherwise by Law, or pursuant to the terms of this Agreement;
    - (b) in confidence to such of its employees, agents, sub-contractors or directors who need to know it for the purposes of this Agreement and provided that such employees, agents, sub-contractors and directors are obliged not to disclose the same and the receiving party shall enforce such obligations at its expense and at the request of the disclosing party; or
    - (c) in Ours case, to other members of the Lloyds Banking Group.
  - 15.1.4 to be responsible for the performance of Clauses 15.1.1, 15.1.2 and 15.1.3 on the part of any employees, agents, sub-contractors or directors to whom the Confidential Information is disclosed pursuant to Clause 15.1.3;
  - 15.1.5 to notify the disclosing party immediately upon becoming aware that Confidential Information has been disclosed by any employee, agent, sub-contractor or director in breach of the provisions of this Clause 15, giving full details; and
  - 15.1.6 to apply to such Confidential Information no lesser security measures and degree of care than those which the receiving party applies to its own confidential or proprietary information and which the receiving party warrants as providing adequate protection of such information from unauthorised disclosure, copying or use.



- 15.2 We shall not without Your prior written consent either during the subsistence of this Agreement or at any time after the expiry of the Account Closure Period use any information concerning a Client which is obtained by virtue of the provision of the Client Banking Service to You to market or cross-sell to that Client any banking and/or financial service or products.
- 15.3 You and the Users must keep the Proprietary Information confidential.
- 15.4 Neither Party shall issue press statements relating to any matter governed by this Agreement without the prior written consent of the other Party.
- 16 Promotional Material and Prescribed Material**
- 16.1 All Promotional Material (and any amendments) prepared by or on behalf of You must be agreed by Us by notice in writing prior to issue of any documents or other material (in any medium) containing that Promotional Material. Where We does not agree the content of any Promotional Material (or the amendments), You shall not issue that Promotional Material (or the amended copy).
- 16.2 You shall make it clear that You are the publisher of any Promotional Material published in connection with any Account and that it has approved this for the purposes of section 21 of the Financial Services and Markets Act 2000. You shall not represent that it is publishing such Promotional Material as Our agent, or that We have approved such Promotional Material.
- 16.3 We shall review Promotional Material under Clause 16.1 from a reputational perspective. You acknowledge that any suggestion or opinion made by Us as to the content of any Promotional Material shall not constitute legal advice by Us to You or any other party, or sign-off by Us of that Promotional Material as being fit for purpose and/or compliant with regulatory requirements, or approval by Us of that Promotional Material for the purpose of section 21 of the Financial Services and Markets Act 2000.
- 16.4 The format and content of all Prescribed Material shall be in a form specified by Us from time to time and shall not be amended, reprinted, branded or otherwise altered by You or by any other person without Our prior written consent, acting in its sole discretion. We alone shall be responsible for the format and content of all Prescribed Material.
- 17 Indemnities and Liability**
- 17.1 Save to the extent directly caused by the negligence, wilful default, failure of performance or criminal act of the other Party or its employees, agents or sub-contractors and subject to the remaining provisions of this Clause, each Party (the Liable Party) shall indemnify the other Party (the Indemnified Party) and keep the Indemnified Party indemnified on demand on an after tax basis against all claims, actions, damages, liabilities, losses, costs and expenses suffered or incurred by the Indemnified Party arising:
- 17.1.1 out of any error, omission, criminal act, default or negligence on the part of the Liable Party or its employees, agents or sub-contractors in the operation of the Accounts and/or the provision or use of the Client Banking Service; or
- 17.1.2 as a consequence of any breach by the Liable Party of any its obligations, or of any warranty given by it, under this Agreement.
- Clauses 37, 38, 46A.4, 52.12, 56 and 57 set out further indemnities.
- 17.2 Neither Party shall be responsible for:
- 17.2.1 any consequential, indirect or special losses or for any loss of profits, business revenue, goodwill or anticipated savings incurred by the other Party as a result of any breach of any obligation or warranty under this Agreement or the operation of any of the provisions of this Agreement; or
- 17.2.2 any failure to perform its obligations under this Agreement, where such failure results from acts, circumstances, omissions or occurrences beyond its reasonable control.
- 17.3 Save in the circumstances set out in Clauses 17.4, 17.5 and 17.6, the total liability of each Party to the other in respect of claims made under this Agreement or otherwise arising out of or connected with the provision or use of the Client Banking Service shall not exceed fifty thousand pounds (£50,000) Sterling in respect of all incidents (related or unrelated) in any consecutive period of twelve months.
- 17.4 Clause 17.3 shall not limit the liability of the Liable Party in the event of:
- 17.4.1 any claim in respect of death or personal injury caused by the negligence of the Liable Party, its employees, agents or sub-contractors; or
- 17.4.2 wilful default or any criminal act committed by the Liable Party, its employees, agents or sub-contractors; or
- 17.4.3 any breach of any obligation of confidentiality.
- 17.5 Clause 17.3 shall not limit Your liability where:
- 17.5.1 (if You has ticked the Consent to Rely option in Section 5) We suffer or incur any claims, actions, damages, liabilities, losses, costs and expenses as a result of Us relying on the Consent to Rely; or
- 17.5.2 We makes a claim under Clause 46A.4, 56 or 57.
- 17.6 Clause 17.3 shall not limit Our liability where You make a claim under Clause 37, 38, 56 or 57.
- 17.7 Clause 17.3 shall not limit or restrict Our obligations to repay to You any cleared credit balance on any Account held in Your name.
- 17.7.1 Where You consist of more than one person, each of those persons shall be jointly and severally liable for any amounts owed by You to Us under this Agreement. This means that any, some or all of those persons may be liable to pay any amount owed to Us, and not just a proportion of that amount.
- 18 Termination**
- 18.1 The provisions of Clauses 18.2 and 18.3 shall only apply where You are or represent a Charity or Micro-enterprise.
- 18.2 You may, by giving Us not less than one month's prior written notice (or such other period as it may agree with Us), terminate:
- 18.2.1 its agreement with Us for any Designated Client Account and/or Undesignated Client Account;
- 18.2.2 its agreement with Us for the use of the Client Banking Service and any Control Account (and the Client Banking Partner shall be deemed to have done so where it closes, or sends notice to the Bank closing, all Accounts);
- 18.2.3 this Agreement in full, where Clause 17.2.2 applies and prevents either Party from performing its obligations under this Agreement for a continuous period of three months;
- 18.2.4 this Agreement in full, where Clause 4.3 or Clause 4.4 applies and the Parties are unable to reach agreement as provided for in those Clauses; or
- 18.2.5 this Agreement in full, where the PKI Agreement is terminated for any reason other than as a result of a breach.
- 18.3 We may, by giving You not less than two months' prior written notice (or such other period as it may agree with You), terminate:
- 18.3.1 its agreement with You for the use of any Designated Client Account and/or Undesignated Client Account;
- 18.3.2 its agreement with the You for the use of the Client Banking Service and the Control Account (and We shall be deemed to have done so where it closes, or sends notice to You closing, all Accounts);
- 18.3.3 this Agreement in full, where Control of You or any Holding Company (whether direct or indirect) of the You is acquired by any third party who is (or is a member of a group of companies which includes) a direct competitor of Us for banking and/or loan products and services in the United Kingdom;

- 18.3.4 this Agreement in full, where Clause 17.2.2 applies and prevents either Party from performing its obligations under this Agreement for a continuous period of three months;
- 18.3.5 this Agreement in full, where Clause 4.3 or Clause 4.4 applies and the Parties are unable to reach agreement as provided for in those Clauses; or
- 18.3.6 this Agreement in full, where the Commercial Banking Agreement or the PKI Agreement is terminated for any reason other than as a result of a breach.
- 18.4 Either Party (the Terminating Party) may terminate this Agreement by giving the other Party (the Defaulting Party) written notice of its intention to terminate in the event of any of the following:
- 18.4.1 if the Defaulting Party commits any material breach of this Agreement, the Commercial Banking Agreement and/or the PKI Agreement which, if capable of remedy, is not remedied by the Defaulting Party within twenty Business Days of receipt of written notice from the Terminating Party specifying the nature of the breach and requesting that it be remedied; or
- 18.4.2 if the Defaulting Party passes a resolution for winding up (other than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Defaulting Party under this Agreement) or a court makes an order to that effect; is declared insolvent; commits any act of bankruptcy; enters into administration; convenes a meeting of or makes or proposes to make any arrangement with its creditors; or if a liquidator, receiver, administrator, trustee, manager or similar officer is appointed of any of the assets of the Defaulting Party; or if any analogous event occurs in relation to the Defaulting Party's insolvency or bankruptcy;
- 18.4.3 if the Defaulting Party loses any licence, registration or other authority necessary for it to perform its obligations under this Agreement; or
- 18.4.4 (where We are the Terminating Party):
- We have raised with You any concerns We have with Your (or any user's) use of the i|SITE Service and You have not responded to or implemented any recommendations made by Us in relation to such concerns to Our reasonable satisfaction within such period as We (acting reasonably) has specified;
  - We suspect fraud;
  - any information given to Us by or on behalf of You either in the Application for the Client Banking Service or at any time during the term of this Agreement turns out to be fraudulent or misleading;
  - We are obliged to in order to comply with Law or the requirements of any court, government or regulator; or
  - We reasonably believe that by continuing the Agreement We (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator.
- 18.5 Except where Clause 18.2, 18.3 or 18.4 applies, either Party may only terminate this Agreement by giving to the other not less than twelve months' notice in writing.
- 18.6 This Clause 18.6 shall not apply unless You are or represent a Charity or a Micro-enterprise: You shall, with immediate effect, terminate the Agreement where the You send Us a written notice rejecting any variation made by Us under Clause 24.7 during the two-month notice period applicable to that variation.

## 19 Consequences of termination

- 19.1 In the event of either party serving notice of its intention to terminate this Agreement, the Parties shall enter into good faith negotiations to agree an orderly disengagement of their relationship and the closure or continuation of all

Accounts remaining open at that time. The parties shall agree an appropriate period of time (the Account Closure Period) in which to effect that disengagement. The Account Closure Period shall be:

- 19.1.1 in the case of notice served under Clause 18.2.3, 18.2.4 or 18.2.5, one month;
- 19.1.2 in the case of notice served under Clause 18.3.3, 18.3.4, 18.3.5 or 18.3.6, two months;
- 19.1.3 in the case of notice served under Clause 18.4, one month; and
- 19.1.4 in all other cases, twelve months, or such other period as the Parties shall agree.
- 19.2 During the Account Closure Period (and notwithstanding service of any notice of intention to terminate this Agreement) the provisions of this Agreement shall continue in full force and effect.
- 19.3 During the Account Closure Period the Parties shall agree a joint communication to any Clients who are party to a Client Own Name Account notifying them of the termination of the relationship between the Parties. Where the Parties have agreed that the Client Own Name Accounts shall be closed, the Parties shall give the Clients not less than two months' prior notice of the closure and in those circumstances the Account Closure Period shall (if necessary) be extended to cover that two-month notice period. In the event that the Parties are unable to agree the content of a joint communication within the timescale necessary to give the Clients such notice, We shall be entitled to send such notice to the relevant Clients without Your consent.
- 19.4 Upon expiry of the Account Closure Period:
- 19.4.1 the Control Account, any Undesignated Client Account, Designated Client Account, Own-name Pension Account or Designated Pension Account, shall be closed and You shall (where necessary to comply with Law) inform Clients that this has occurred;
- 19.4.2 your access to and use of the Client Banking Service shall be terminated; and
- 19.4.3 each Party shall return to the other Party (and where it is not possible to return these, shall delete or destroy) all documents and materials (and copies) containing the other Party's Confidential Information and shall certify in writing to the other Party that it has complied with the requirements of this Clause 19.4.3. This Clause 19.4.3 shall not apply to the extent that either Party is required to keep records to comply with Law.
- 19.5 Notwithstanding termination of this Agreement the provisions of Clauses 15, 17, 19, 21, 37, 38, 44.2, 46A.4, 52.12, 56 or 57 shall continue in full force and effect.
- 19.6 Where this Agreement is terminated under Clause 18.2.3, 18.2.4, 18.2.5, 18.3.3, 18.3.4, 18.3.5, 18.3.6 or 18.6, each Party shall bear its own costs in respect of disengagement.
- 19.7 Where this Agreement is terminated under Clause 18.4, the Defaulting Party shall (subject to Clause 17) be liable for all costs reasonably incurred by the Terminating Party in arranging for the closure of all remaining Accounts and shall pay those costs within twenty Business Days of receipt of written evidence of those costs.
- 19.8 Any termination of this Agreement shall not affect any rights or liabilities of the Parties which have accrued prior to the date of termination.

## 20 Notices

- 20.1 Our address for notices is Bank of Scotland, Client Banking, New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN. Your address for notices is set out in Section 1 of the Application for the Client Banking Service. Any notices or other information to be given by one Party to the other shall be in writing and shall be sent by first class prepaid or registered post, or by hand delivery to the other Party at that contact address, or to such substitute address or contact as each Party may from time to time specify. In all cases notices shall be addressed for the attention of such relationship manager or senior officer as each Party may from time to time specify.

20.2 Any notice or other information to be given in terms of Clause 20.1 shall be deemed to have been received, if by first class prepaid or registered post, five Business Days after posting; or if by hand delivery upon delivery.

## 21 Waiver

No delay, failure or omission on the part of either Party in enforcing or exercising any right, claim or remedy under this Agreement shall be construed as a waiver of that or any other right, claim or remedy, nor shall it bar the enforcement or exercise of that or any other right, claim or remedy in any other instance or at any time in the future. No waiver shall act as a continuing waiver or as a waiver of any rights which may arise in the future.

## 22 Assignment

22.1 Each Party may assign, novate or transfer (Transfer) this Agreement in full to any Group Company (the Transferee) at any time and the Parties shall execute (at the expense of the transferring Party) all documents reasonably required to give effect to any such Transfer, provided that:

22.1.1 the Transferee has, at the date upon which the Transfer takes effect, all necessary licences, permits, registrations and authorisations required by Law to perform its obligations and exercise its rights under this Agreement; and

22.1.2 where any Party or its Transferee (or any successor Transferee) ceases to be a Group Company, that person shall (prior to its so ceasing to be a member, and subject always to the provisions of this Clause 22) Transfer this Agreement to another Group Company.

## 23 Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999, under any other statutory provision, at common law or otherwise to enforce any term of this Agreement.

## 24 Entire Agreement, Language and Variation

24.1 Without prejudice to Clause 1.9, this Agreement supersedes all prior representations, understandings and agreements between the Parties and sets forth the entire agreement and understanding between the Parties relating to its subject matter. Neither Party has relied on any representation, understanding or agreement (written or oral) not expressly set out or referred to in this Agreement.

24.2 This Agreement is in English and each party shall communicate with the other in English.

24.3 Unless a particular provision in this Agreement expressly states otherwise, this Agreement may only be discharged, supplemented or amended by written agreement between the Parties.

24.4 Subject to Clause 24.5, We reserves the right, on giving You not less than two months' prior written notice, to vary the interest rate payable on any Control Account, Undesignated Client Account or Designated Client Account, any Service Fee and/or any charge, and/or to introduce any new charge.

24.5 Clause 24.4 shall not apply to any change in the interest rate applied to any Control Account, Undesignated Client Account or Designated Client Account where:

24.5.1 that change is to the advantage of the Client Banking Partner; or

24.5.2 the interest rate applied to the Control Account, Undesignated Client Account or Designated Client Account is linked to a Reference Interest Rate and the change is made to reflect exactly the amount of any change in the Reference Interest Rate.

24.6 Where We makes a change to the interest rate applied to any Control Account, Undesignated Client Account or Designated Client Account under Clause 16.5 the change shall take effect immediately.

24.7 Where You are or represent a Charity or a Micro-enterprise, You shall be entitled, following receipt of notice sent to it by Us under Clause 24.4 and during the relevant two-month notice period, to send written notice to Us rejecting

the variation made by Us and to terminate this Agreement with immediate effect and without charge. If You send such notice, You shall be deemed to have served immediate notice of termination of this Agreement.

24.8 Where You do not, before the expiry of the relevant two-month notice period, send Us written notice rejecting the variation made by Us, or where You are not or do not represent a Charity or a Micro-enterprise, You shall be deemed to have accepted that variation and that variation shall take effect on expiry of the notice period without You being required to give its written agreement to the variation.

24.9 Where We vary the Commission Percentage, any Margin, the interest rate payable on any Control Account, Undesignated Client Account or Designated Client Account, or any Service Fee and/or any charge, and/or introduces any new charge and You have accepted or are deemed to have accepted that variation in accordance with the terms of this Clause 16, We shall prepare, sign and date a replacement Pricing Schedule and shall issue a copy of the updated Pricing Schedule to You for Your records.

24.10 The addition of new services to this Agreement, which do not change any existing terms or conditions of this Agreement or any other terms or conditions relating to any existing service, will not be treated as a change for the purposes of this Clause 24.

## PART 2: Account Opening and Operations

### 25 Account Opening and Operations

25.1 Designated Client Accounts, Designated Pension Accounts and Client Own Name Accounts may be opened electronically by the Client Banking Partner using the iSITE Service. The information required to open such Accounts electronically is detailed in the iSITE Guide.

25.2 The Control Account, Undesignated Client Accounts, accounts in Your name which are intended to hold funds owned by You, and any other account not referred to in Clause 25.1, may not be opened electronically and must be opened by Us under separate agreement between the Parties.

25.3 Where Client Own Name Accounts, Designated Pension Accounts or Designated Client Accounts can be opened, such accounts will not be operable for transaction purposes until We have completed, to Our satisfaction, our standard customer due diligence procedures in relation to each Client. We shall inform You of Our customer due diligence requirements and processes from time to time. If You tick the Consent to Rely in the Application for the Client Banking Service, however, We (in its sole discretion) may elect not to conduct its standard customer due diligence procedures in relation to each Client in whose name a Client Own Name Account is opened, or on whose behalf a Designated Client Account is opened. In relation to Client Own Name Accounts, We must also have received (and be satisfied with) an Account Application Form duly completed and signed by (or on behalf of) the relevant Client.

25.4 In addition to (or instead of) relying on the Consent to Rely, We in Our sole discretion shall be entitled to conduct its standard customer due diligence procedures in relation to any Client in whose name a Client Own Name Account is opened, or on whose behalf a Designated Client Account is opened, and You shall provide Us with all reasonable assistance required by Us to enable Us to do so. Upon request by Us, You must confirm in writing that You are able to provide to Us the information obtained when conducting Your customer due diligence on the Client. Upon request from Us, You shall promptly provide such information to Us.

25.5 For Undesignated Client Accounts You confirm that You will provide to Us, immediately upon request, information on the identity of the person(s) on whose behalf monies are held (the underlying client (ULC) and, where appropriate, its ultimate beneficial owner). Where requested You will immediately provide the evidence obtained by You at the point at which You verified the identity of the beneficial owner(s) of the funds held in our Client account(s).

25.6 We shall assign an identification code to each Account. The identification code shall be unique to You and shall enable Us to distinguish those Accounts from accounts held by Us in the name of a third party.

- 25.7 Where You wish to transfer into an Account Group any Account which was open prior to the last date of execution of this Agreement (an Existing Account), the provisions of Clause 25.8 shall apply.
- 25.8 We shall not transfer any Existing Account into the Account Group unless:
- 25.8.1 the Existing Account is a Control Account, an Undesignated Client Account or a Designated Client Account; or
- 25.8.2 the Existing Account is a Client Own Name Account and the Client Banking Partner is one of the Account holders. In such circumstances We shall, prior to the transfer, inform the other Account holder(s) in writing of the transfer of the Client Own Name Account into the Account Group and shall explain that this means that You shall be able to view information relating to that Client Own Name Account provided by Us to You using the i|SITE Service; or
- 25.8.3 the Existing Account is a Client Own Name Account in respect of which You are not one of the Account holders, and the holder(s) of the Existing Account have duly completed, signed and delivered to Us a new Account Application Form enabling Us to open a new Client Own Name Account in the name(s) of the holder(s) of that account in the Account Group.
- 25.9 We shall be entitled at any time and in or absolute discretion to reject any request to open an Account; to close any Account; to exclude an Account from an Account Group; or to decline to include an Existing Account in an Account Group, provided that such discretion shall not be exercised without good reason. For the avoidance of doubt but without prejudice to the provisions of this Clause, where any Existing Account forms part of any other grouped account arrangement or is subject to a set-off arrangement previously agreed between Us and You, We shall be entitled to decline to include that Existing Account in an Account Group.

## 26 Warranties and Undertakings

- 26.1 You warrant to Us that:
- 26.1.1 in relation to each Client on whose behalf You hold funds in an Undesignated Client Account, You have carried out all necessary identification and anti-money laundering checks required by Law; and
- 26.1.2 all information whatsoever relating to Clients and Accounts given to Us by You or on your behalf is (to the best of your knowledge and belief, having made all necessary enquiries) complete, correct and not misleading in any respect.
- 26.2 You shall obtain and hold all appropriate consents and authorisations from any person to whom an Account has been or shall be marketed to enable You to exercise your rights and perform your obligations under this Agreement.

## PART 3: Terms and Conditions applicable to the Control Account, Undesignated Client Accounts and Designated Client Accounts

### 27 Application of Part 3

The Clauses contained in Part 3 of this Agreement set out the terms applicable to any Control Account, Undesignated Client Account and Designated Client Account. Where any Existing Account which is a Control Account, an Undesignated Client Account or a Designated Client Account is transferred into the Account Group, the Clauses contained in Part 3 of this Agreement shall replace any existing terms and conditions that may apply to that Existing Account.

### 28 Banker-Customer relationship

- 28.1 The banker-customer relationship in the case of Control Accounts, Undesignated Client Accounts and Designated Client Accounts shall be between Us and You.
- 28.2 Where the You consist of more than one person (the Joint Account Holders):

- 28.2.1 We have authority to debit a Control Account, an Undesignated Client Account or a Designated Client Account on instructions given by you;
- 28.2.2 if We are informed of the death of a Joint Account Holder, We shall continue to operate each Control Account, Undesignated Client Account or Designated Client Account in the name(s) of the remaining Joint Account Holder(s) and We shall act on your instructions; and
- 28.2.3 if the relationship between the Joint Account Holders ends, We shall ask for instructions from You as to what should happen to each Control Account, Undesignated Client Account and Designated Client Account. Provided We receive clear instructions from you, We shall remove the Joint Account Holder who is leaving the relationship from each account and each account shall continue in the name(s) of the remaining Joint Account Holder(s) and We shall act on your instructions. The provisions of this Clause 20.2.3 shall not affect the discussions between Us and You as to how (or whether) the relationship between Us and You under this Agreement shall continue in such circumstances.

### 29 Cancellation of Control Account, Undesignated Client Accounts and Designated Client Accounts

If within fourteen days of opening a Control Account, Undesignated Client Account or Designated Client Account You decide that it no longer wants that account, You may terminate Your Agreement with Us for that account and close the account by posting a written cancellation instruction to Us in accordance with the provisions of Clause 20. We shall refund any money paid into that account and pay interest on the sum refunded. If You do not exercise Your right to cancel within the fourteen-day period, You may terminate the agreement with Us for the Account as explained in Clause 18.2.

### 30 Deposits and Withdrawals

- 30.1 Deposits in sterling may only be made into an Undesignated Client Account or Designated Client Account by:
- 30.1.1 cheque drawn on a United Kingdom bank or building society in pounds sterling;
- 30.1.2 electronic transfer from another account held with Us; or
- 30.1.3 Bacs Direct Credit, Faster Payment, or CHAPS electronic transfer.
- 30.2 Deposits in a currency other than sterling may only be made into an Undesignated Client Account or Designated Client Account by cross border payment. All deposits must be in the currency in which the relevant Account is denominated.
- 30.3 Deposits by any other means are not permitted.
- 30.4 We may from time to time limit the amount that may be deposited into an Account if We reasonably believes that this is necessary to comply with Law or due to system constraints.
- 30.5 Withdrawals in sterling may only be made from a Control Account, Undesignated Client Account or Designated Client Account by:
- 30.5.1 cheque drawn on the Account, where We have made a chequebook available for this purpose;
- 30.5.2 electronic transfer to another account held with Us; or
- 30.5.3 Bacs Direct Credit, Faster Payment or CHAPS electronic transfer to another United Kingdom bank or building society.
- All withdrawals must be in the currency in which the relevant Account is denominated.
- 30.6 Withdrawals in a currency other than sterling may only be made from an Undesignated Client Account or Designated Client Account by cross border payment.



- 30.7 We shall open a control account (the Control Account) in Your name. Any validly-submitted Internal Payment instructions sent using the i|SITE Service which cannot be carried out by Us on the due date of processing shall be posted to the Control Account on the due date of the relevant transfer instruction. Details of the relevant entries shall be made available to the Client Banking Partner after processing by Us. Any balance arising on the Control Account shall be cleared by You as soon as possible but in any event no later than 17:30 on the following Business Day. Debit interest shall accrue on the Control Account at the rate set by the Bank from time to time. This amount shall not exceed the highest rate of debit interest charged by Us.
- 30.8 The Control Account is intended to operate as a suspense account only, in accordance with Clause 30.7. You shall not use the Control Account for transactional purposes.
- 30.9 We may not be able to carry out a withdrawal transaction if the bank or building society You are sending the payment to is not a member of the Faster Payments Service or if the amount of the payment exceeds the Faster Payments Service value limit (available at <https://business.bankofscotland.co.uk/3m-25m-turnover.html>). If We cannot process a withdrawal transaction using the Faster Payments Service, We will notify You or otherwise make this information available to You, and You can contact Us to ask if there is any other method available to make the payment. Until We have received an instruction from You that it can properly execute by an alternative method, We will not make the payment.

### 31 No Overdrafts

No overdraft is permitted on the Control Account or any Undesignated Client Account or Designated Client Account. Should circumstances arise where an overdraft is inadvertently created, overdraft interest will be charged as set out in the Information to Support Your Account Leaflet.

### 32 Interest and Charges

- 32.1 We shall calculate and accrue interest on the Control Account, Undesignated Client Accounts and Designated Client Accounts at such rate(s) as We may determine from time to time. The interest rates payable at the Commencement Date are set out in the Pricing Schedule. Interest shall accrue daily and shall be paid after deduction of tax at the rate(s) ruling at the date of application (unless We hold the appropriate documentation permitting Us to pay such interest gross) in accordance with the Our standard interest rate cycle (as communicated to You from time to time).
- 32.2 Where the interest rate applicable to a Control Account, an Undesignated Client Account or a Designated Client Account is linked to a Reference Interest Rate and due to a fall in the Reference Interest Rate the interest rate applicable to the relevant account falls below 0%, We may change the interest rate so that it remains above 0%. This replacement interest rate shall apply until the Reference Interest Rate increases and the usual interest rate applicable to the relevant account at that time rises above 0% again. When this happens, the usual interest rate shall then apply again.
- 32.3 The standard charges applicable for transactions on the Control Account or any Undesignated Client Account or Designated Client Account are set out in the Information to Support Your Account Leaflet.
- 32.4 We may charge You for use of the Service. Our charges are set out in the Tariff. Details of Our current charges are available by visiting Our Website. These charges will be in addition to any charges in respect of the accounts.
- 32.5 Other taxes and costs may be incurred by You in connection with using any Control Account, Undesignated Client Account or Designated Client Account which are not imposed by Us or paid through Us.

### 33 Account information

We shall make statement information relating to each Control Account, Undesignated Client Account and Designated Client Account available to You through the i|SITE Service.

## 34 Suspension of operations on Control Account, Undesignated Client Accounts and Designated Client Accounts

- 34.1 We can suspend operations on Control Account, an Undesignated Client Account or a Designated Client Account at any time and/or reverse or recall any transfer or payment if:
- 34.1.1 the account is being operated outside the terms of this Agreement;
- 34.1.2 we have reasonable grounds to believe that the account may be being operated negligently, illegally or fraudulently, or that if We continue to make the account available We might be in breach of any Law;
- 34.1.3 You are an individual and they die;
- 34.1.4 we are informed that steps have been taken in connection with Your insolvency, bankruptcy, liquidation, receivership or administration, or that You are subject to any other insolvency process, or We reasonably believe that any of these events is likely to happen;
- 34.1.5 we become aware of any court process against You or any other claim affecting the account, such as a dispute about the ownership of or entitlement to money in the account;
- 34.1.6 the relationship between Us and You has irretrievably broken down (for example You have been threatening or abusive to Our staff);
- 34.1.7 (if the account is a joint account) We become aware of any dispute among the Joint Account Holders;
- 34.1.8 there is any question as to the validity of any person's authority to instruct Us in relation to the account;
- 34.1.9 we believe or have been informed that an unauthorised person has accessed the Client Banking Service and/or any account information; or
- 34.1.10 we believe that the security of Our systems may be compromised.
- 34.2 Unless We cannot do so due to Law, We shall inform You of Our intention to suspend operations on any Control Account, Undesignated Client Account or Designated Client Account before We do so and We shall inform You why We have done this. If We cannot tell You in advance, We shall inform You as quickly as possible after We do this.
- 34.3 Where We suspend operations on any Control Account, Undesignated Client Account or Designated Client Account, We shall lift the suspension as soon as the circumstances which caused Us to suspend cease to exist, or We receive a court order instructing Us to do so. Interest shall continue to accrue on the affected account while it is suspended.

## 35 Waiver of right of set-off

We shall not be entitled to combine any Control Account, Undesignated Client Account or Designated Client Account with any other account or to exercise any right of set-off or counterclaim against any money in that Account in respect of any sum owed to US on any other account held by You.

## 36 Complaints about Accounts or Payment instructions

If You have a complaint about a Control Account or any Undesignated Client Account or Designated Client Account, the Client Banking Partner should contact Us in writing, or telephone. A copy of Our complaints procedure is available on the Our website at <https://business.bankofscotland.co.uk/business-home/contact-us>. If You are not satisfied with the way We deal with Your complaint, You may be entitled to refer this to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.



## 37 Refunds

- 37.1 This Clause 37 applies only in relation to (1) Internal Payment instructions and (2) External Payment instructions where those External Payment instructions have been given by way of a fax instruction (applicable only when using the Manual Support Service in accordance with Clause 60. Where You make a claim in relation to any External Payment Instruction which has been given using the Corporate Online Service, the terms of the Commercial Banking Agreement shall apply.
- 37.2 If You are a Charity or a Micro-enterprise You may be entitled to claim a refund in respect of an Internal Payment or an External Payment in relation to a Control Account, Undesignated Client Account or Designated Client Account where:
- 37.2.1 the transaction was not authorised under this Agreement;
- 37.2.2 we are responsible for a transaction which has been incorrectly executed and You have notified Us in accordance with Clause 29.4; or
- 37.2.3 a pre-authorised transaction (excluding a direct debit) did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than You could reasonably have expected taking into account normal spending patterns on the relevant account or the circumstances of the transaction. A claim for a refund in these circumstances shall not be accepted if You consented to the transaction; or the amount of the transaction was made available to You at least four weeks before the transaction date; or the refund request is made more than eight weeks after the transaction is debited to the relevant account.
- 37.3 Direct debit refunds shall be made in accordance with the Direct Debit Scheme rules.
- 37.4 If You become aware of a transaction which has not been properly authorised or has been incorrectly executed on a Control Account, Undesignated Client Account or Designated Client Account, You must notify Us by calling Us on the number provided by the Us to You from time to time for this purpose. This notification must be provided as soon as You become aware of the error and in any event within thirteen months of the date of the transaction. If You do not notify Us within these time scales You shall not be entitled to a refund under this Clause 37.
- 37.5 We may make such reasonable investigations and enquires as are necessary to establish whether or not the transaction has been properly authorised or correctly executed.
- 37.6 If You are entitled to a refund We shall also reimburse You for any interest and charges You have incurred as a result of the incorrect execution. We shall not be responsible for any indirect or consequential loss resulting from the incorrect execution of the transaction.
- 37.7 Where You are not a Charity or a Micro-enterprise and You have told Us that there has been an unauthorised transaction on a Control Account, Undesignated Client Account or Designated Client Account in accordance with Clause 37.4, You shall be liable for such transaction unless We are reasonably satisfied that the transaction was unauthorised. If the transaction was unauthorised We shall refund to the relevant account the amount of the transaction and any interest and charges directly incurred on that account as a result of the transaction. Beyond this We shall have no further liability to You for an unauthorised transaction.

## 38 Liability relating to transactions

- 38.1 This Clause 38 applies as follows:
- 38.1.1 This Clause 38 applies only in relation to (1) Internal Payment instructions and (2) External Payment instructions where those External Payment instructions have been given by way of a fax instruction (applicable only when using the Manual Support Service in accordance with Clause 60. Where You make a claim in relation to any External Payment Instruction which has been given using the Commercial Banking Online, the terms of the Commercial Banking Agreement shall apply; and

- 38.2 Clauses 38.3, 38.4 and 38.5 apply only if You are a Charity or Micro-enterprise.
- 38.3 Where a transaction is properly authorised in accordance with the terms of this Agreement, We are responsible for the correct execution of Internal Payment instructions and External Payment instructions into and out of a Control Account, Undesignated Client Account or Designated Client Account unless We can prove that the error in the execution of the Internal Payment Instruction or External Payment Instruction was due to the fault of the payee's or payer's bank or building society (as the case may be).
- 38.4 Where We are liable for an incorrectly executed transaction out of a Control Account, Undesignated Client Account or Designated Client Account, We shall restore the relevant account to the state in which it would have been had the defective payment not taken place.
- 38.5 Where We are liable for the misallocation of funds or the failure to collect funds into a Control Account, Undesignated Client Account or Designated Client Account, We shall restore the relevant account to the state it would have been in if the payment had been correctly made.
- 38.6 If You are not a Charity or Micro-enterprise, if We fail to execute, or incorrectly execute an Internal Payment Instruction or External Payment Instruction in relation to a Control Account, Undesignated Client Account or Designated Client Account, We shall be liable to You for any reasonable losses incurred by You but only if they arise directly from Our breach of this Agreement or the Our negligence, and if in the ordinary course of events and with the knowledge We had, We might reasonably have expected such loss to result directly from such breach or negligence. Our liability under this Clause 38.6 shall be limited:
- 38.6.1 to the amount of the relevant transaction pursuant to which Our breach or negligence occurred; and
- 38.6.2 to the amount of any interest and charges directly incurred by You on the relevant account that would not have been incurred otherwise.
- Beyond this We shall have no further liability to You for a failure properly to execute or at all.
- 38.7 Where You wrongly identify the person and/or account (including account number and sort code) to which a payment should be made, We shall make reasonable efforts to recover the payment made, but We shall not be liable for any losses which may be incurred by You. Our charge for tracing the payment is set out in the Information to Support Your Account Leaflet.
- 38.8 If We discovers that a payment that has been credited to a Control Account, Undesignated Client Account, Designated Client Account, Designated Pension Account or Own-name Pension Account has been made by mistake, or if a payment is recalled by the bank that made it, We reserve the right to debit the Control Account, Undesignated Client Account or Designated Client Account with the amount of that payment, provided that such funds have not already been passed on to the underlying beneficiary. We may debit the Control Account, Undesignated Client Account or Designated Client Account even if this would result in it going into an unauthorised overdraft and the You may have to pay any charges that may result for an unauthorised overdraft in these circumstances.
- 38.9 We shall not be liable for any losses (including indirect and consequential losses), costs, claims, damages and expenses suffered or incurred by You where You have been grossly negligent or where We are unable to perform its obligations under this Agreement due to abnormal or unforeseeable circumstances beyond Our reasonable control. This Clause 30.9 does not exclude or restrict any liability that the Law says We cannot exclude or restrict.
- 38.10 Where You consist of a trustee or trustees acting on behalf of a trust (including a pension scheme), Your liability to Us under this Clause 38 shall not exceed the value of the assets of the trust (or scheme).

## **PART 4: Processes relating to Client own name account**

### **39 Application of Part 4**

39.1 The Clauses contained in Part 4 of this Agreement set out the processes that shall be followed by each Party in making available, operating and/or administering Client Own Name Accounts.

### **40 Banker-Customer Relationship**

The banker-customer relationship in the case of Client Own Name Accounts shall be between Us and the Client (as well as You, where You are party to a Client Own Name Account as a joint account holder).

### **41 No Overdrafts or Currency Accounts**

41.1 No overdraft is permitted on any Client Own Name Account.  
41.2 All Client Own Name Accounts shall be denominated in sterling only.

### **42 Interest and Charges**

42.1 shall calculate and accrue interest on Client Own Name Accounts at the rate set out in the Pricing Schedule or at such other rate as We may determine from time to time. Where the interest rate applicable to a Client Own Name Account is linked to a Reference Interest Rate and due to a fall in the Reference Interest Rate the interest rate applicable to the Account falls below 0%, We may change the interest rate so that it remains above 0%. This replacement interest rate shall apply until the Reference Interest Rate increases and the usual interest rate applicable to the Client Own Name Account at that time rises above 0% again. When this happens, the usual interest rate shall then apply again.  
42.2 For the avoidance of doubt, We will determine the interest rate on Client Own Name Accounts and any changes that may be made by We from time to time to any interest rate applicable to a Client Own Name Account shall only be made in accordance with the terms and conditions of that Client Own Name Account and/or in accordance with all relevant Law.  
42.3 The charges applicable for standard transactions on Client Own Name Accounts shall be as set out in the Information to Support Your Account Leaflet.

### **43 Communication with Clients**

43.1 In using the Client Banking Service and in communicating with Clients in relation to Client Own Name Accounts, You shall be acting as agent of the Client (as provided for in the relevant Account Application Form) and You shall make it clear to Clients that it is not acting as the agent of Us in respect of the provision of Client Own Name Accounts.  
43.2 Prior to opening any Client Own Name Account using the Client Banking Service, You shall ensure that each applicant for a Client Own Name Account receives:  
43.2.1 an Account Application Form (which must be completed, signed and returned by the applicant) including a copy of the Account terms and conditions (which are to be retained by the applicant);  
43.2.2 an Account Summary;  
43.2.3 an Information to Support Your Account Leaflet; and  
43.2.4 such other Prescribed Material as We shall specify as being required to comply with Law and/or Our business practices from time to time.  
43.3 Subject to Clause 43.4 and the other provisions of this Agreement, We shall only correspond with Clients in conjunction with You. As agent of the Client, You shall communicate any information and notices made by Us regarding the Account to the Client throughout the duration of the Agreement.  
43.4 Notwithstanding Clause 43.3, We reserve the right to contact the Client directly without You:  
43.4.1 in order to fulfil our legal or regulatory responsibilities for the time being; or

43.4.2 (without prejudice to Clause 43.4.1) in order to provide periodic Account statements to the Client; or  
43.4.3 in the event of Us receiving a complaint concerning a Client Own Name Account directly from the Client or the Client's agents or representatives; or  
43.4.4 in the event of any referral by or on behalf of the Client to the Financial Ombudsman Service, the Financial Conduct Authority, the Prudential Regulation Authority, any other regulatory or investigatory body or any court; or  
43.4.5 when communicating any change in the terms of a Client Own Name Account, any matter arising in relation to a Client Own Name Account, or any other information that We may elect to communicate to Clients from time to time; or  
43.4.6 in order to provide any other Prescribed Material from time to time.

43.5 Without prejudice to Clause 8.4, all communications made by Us to a Client shall be on Our standard letterhead and shall bear Our standard branding. No such communications shall contain any of Your branding, logo or title.  
43.6 Without prejudice to Clause 8.4, Client Own Name Account statements, any change to the terms and conditions of any Client Own Name Account and/or any change in the interest rate and/or charges applicable to any Client Own Name Account shall be communicated in a form specified by Us. We will notify You of these changes and You will be responsible for ensuring the Client is notified.  
43.7 Where We (in accordance with the terms and conditions of the relevant Client Own Name Account) refuses to process a Client's instruction, We shall (to the extent permitted by Law) explain the reason for such refusal either directly to the Client or to You (in which case You shall promptly pass that information to the Client and shall promptly confirm to Us in writing that it has done so).

### **44 Obtaining and Processing Client instructions**

44.1 You shall, in obtaining instructions from a Client:  
44.1.1 ensure that, where instructions are accepted other than face to face:  
(a) the means by which You receive and accept instructions from the Client meet such security requirements as may be required by Law and/or good industry practice within the United Kingdom financial services industry from time to time, and which permit You to assert with reasonable confidence that the person giving those instructions is the Client;  
(b) the Client is provided with personal security information which is unique to that Client and which the Client must use on each occasion the Client gives an instruction to You in order to confirm his identity; and  
(c) the Client is instructed to keep such personal security information secure, not to disclose it to any other person (including Us or You) and to notify You and/or Us immediately if the Client loses that personal security information or believes or suspects that any other person may have access to or know that personal security information.  
44.1.2 ensure that it clearly notes the Client's instructions and obtains clear authorisation from the Client to pass those instructions to Us;  
44.1.3 take accurate, faithful and contemporaneous records of those instructions (Instruction Records) which shall be sufficient to enable You to confirm the time and content of the instructions should We require this pursuant to Clause 46.1; and  
44.1.4 promptly following receipt of the Client's instructions (or at the time agreed by the Client and noted in the Instruction Records), accurately input and transmit the relevant instruction to Us using the i|SITE Service (failing which the Manual Service).

44.2 You shall hold Instruction Records for a period of at least six years from the date of instruction. Where You are unable to do so for any reason, or on termination of this Agreement for any reason, You shall pass all Instruction Records to Us.

44.3 We will not accept instructions direct from the Client. We will only accept instructions from You.

#### **45 Client Enquiry Log**

45.1 You shall:

45.1.1 produce a written or electronically-stored log of each complaint or query in relation to any Client Own Name Account (the Client Enquiry Log), including complaints or queries that are resolved by You without reference to Us;

45.1.2 maintain the Client Enquiry Log for at least the minimum period required for the retention of such information by Law; and

45.1.3 within two Business Days of receipt of a request from Us to do so, provide Us (at Your expense) with a full copy of any Client Enquiry Log.

45.2 Clause 45.1 shall not apply where the matter relates to the services provided by You to the Client under its agreement with the Client, and not to the operation or use of the Client Own Name Account.

#### **46 Complaints by Clients in relation to a Client Own Name Account**

46.1 Where You receive a complaint concerning or alleging any act or omission of Us in relation to any Client Own Name Account, You shall refer the complaint to Us (providing full details) as quickly as possible and in any event on the same Business Day that You receive the complaint, and We shall assume responsibility for investigating the complaint. You shall retain the responsibility for communicating with the Client.

46.2 Where You are unsure as to whether a complaint concerns any act or omission of Us in relation to a Client Own Name Account, You shall refer the complaint to Us (providing full details) as quickly as possible and in any event on the same Business Day that You receive the complaint, and We shall determine whether it is Our or Your responsibility to handle the complaint.

46.3 For the avoidance of doubt, We shall not be held liable for Your actions and/or omissions (or those of any person acting on behalf of the Client Banking Partner). Clauses 46.1 and 46.2 shall not apply where a complaint relates solely to Your actions and/or omissions (or those of any person acting on behalf of the Client Banking Partner), and does not relate to Our actions and/or omissions (or alleged actions or omissions).

#### **46A Claims by Clients in relation to Payment instructions**

46A.1 Where a Client makes a claim (a Client Refund Claim) that a payment transaction on a Client Own Name Account was not properly authorised by the Client or was not executed properly either by Us or You, You shall:

46A.1.1 promptly following receipt of a request from Us, provide Us with either the original Instruction Records or a certified copy of those records; and

46A.1.2 provide to Us such assistance in investigating the matter as We may reasonably require.

46A.2 shall, on completion of its investigations into the Client Refund Claim, promptly inform You of Our decision on how to respond to the Client Refund Claim (unless We reasonably believes it is prohibited from doing so by Law).

46A.3 You acknowledge that in order to comply with Law, where We are unable to prove satisfactorily that:

46A.3.1 the Client validly authorised the payment instruction which is the subject of the Client Refund Claim;

46A.3.2 You correctly and timeously transmitted the relevant payment instruction to Us; and/or

46A.3.3 correctly and timeously processed the payment instruction on receipt from You,

As the case may be, We shall be obliged to refund the Client to the extent of the Client's loss together with any lost interest and/or any charges that have been applied as a result (a Refund Payment).

46A.4 In the circumstances set out in Clause 46A.3, and unless You can prove (for example, by using the relevant Instruction Records and the relevant Account transaction records) that:

46A.4.1 the Client validly authorised the payment instruction which was the subject of the Client Refund Claim; and

46A.4.2 You correctly and timeously transmitted the relevant payment instruction to Us, then You shall promptly reimburse to Us the amount of the Refund Payment.

### **PART 5: Terms of use of the Client Banking Service**

#### **47 The Client Banking Service**

47.1 Unless otherwise agreed by Us in writing, the provision and use of the Client Banking Service shall be limited to Accounts established in the United Kingdom.

47.2 The i|SITE Guide contains instructions for the transfer of monies between Accounts, for updating information relating to Accounts which is available via the i|SITE Service, and for closing Accounts.

47.3 gives no warranty that use of the Client Banking Service will meet the Your general or any particular requirements. Save to the extent expressly set out in this Agreement all warranties, express or implied, statutory or otherwise, relating to the operation, functionality and/or use of the Client Banking Service are hereby excluded.

47.4 The functionality, features and processes of the i|SITE Service are more fully set out in the i|SITE Guide and You should refer to the i|SITE Guide for further information.

47.5 The i|SITE Service shall be limited to account operations and administration of Accounts in the Account Group(s), including Internal Payment instructions. External Payment instructions shall not be carried out using the i|SITE Service.

47.6 You shall not download from Our systems any personal data (as defined in the Data Protection Act 2018) of any Client which is made available through the i|SITE Service to any system, server or computer which is situated outside the European Economic Area.

#### **48 Permitted Users**

48.1 shall permit the following persons appointed by You or on Your behalf from time to time to access and use the Client Banking Service:

48.1.1 Type 1 Users, Type 2 Users and System Administrators shall be entitled to access, view and download Account information made available online by Us as part of the i|SITE Service; and

48.1.2 Type 2 Users and System Administrators shall also be entitled to send Us Internal Payment instructions as part of the i|SITE Service and shall be entitled to send Us instructions as part of the Manual Support Service.

The System Administrators shall be able to set user roles using the i|SITE Service.

#### **49 Training in the use of the i|SITE Service**

49.1 shall provide up to seven hours' training in the use of the i|SITE Service free of charge to Your personnel.

49.2 For the purposes of training, We shall provide one printed copy of the then-current i|SITE Guide to You.

#### **50 Availability of the i|SITE Service**

50.1 The i|SITE Service shall be generally available to You, subject to proper use of the i|SITE Service, any information set out in the i|SITE Guide, and the provisions set out in this Part.

50.2 In order to access and use the i|SITE Service You must use a compatible browser application, as detailed in the i|SITE Guide. We shall not be liable for any failure or delay in performance of the i|SITE Service resulting from the use of any browser application which is not recommended in the i|SITE Guide.

50.3 Gives no warranty that the availability of the i|SITE Service will be uninterrupted or error free. You acknowledge that the internet is a public system over which We have no control and that routine maintenance or downtime, excess demand and/or other circumstances beyond Our reasonable control may mean that it is not always possible for the i|SITE Service to be available during the hours of operation stated in the i|SITE Guide and that We may not always be able to give advance warning of unavailability.

## **51 Security and Disaster Recovery**

51.1 You shall ensure that log-on procedures to the i|SITE Service are subject to adequate security provisions which shall prevent access to the i|SITE Service by persons other than Type 1 Users, Type 2 Users and System Administrators. Without prejudice to the foregoing, You shall (and shall ensure that each Type 1 User, Type 2 User and System Administrator shall):

- 51.1.1 keep all documents, data and hardware (including Security Devices) used to access the i|SITE Service under secure conditions;
- 51.1.2 never write down or record on any computer any security information that is used to access the i|SITE Service, or disclose any such information to any other person including any member of Our staff;
- 51.1.3 promptly following receipt, destroy any document sent by Us which records security information that is used to access the i|SITE Service;
- 51.1.4 where the You, Type 1 User, Type 2 User or System Administrator can select security information that is used to access the i|SITE Service, never choose information that may be easy to guess (such as birthdays, family names, telephone numbers or passwords known by any other person);
- 51.1.5 disable any facility on any computer used by You, Type 1 User, Type 2 User or System Administrator used to access the i|SITE Service which records or remembers security information and/or key strokes;
- 51.1.6 take account of any security information updates issued by Us from time to time, whether via the i|SITE Service or otherwise;
- 51.1.7 never leave any computer which is logged on to the i|SITE Service unattended; and
- 51.1.8 never access the i|SITE Service in a place and/or at a time where persons who are not authorised to view Account information may be able to see that information.

51.2 May request You, any System Administrator, any Type 1 User or any Type 2 User at any time to change any security information which that person uses to access the i|SITE Service and/or may issue a replacement Security Device to any such person at any time.

51.3 You shall ensure that it has in place disaster recovery procedures which are considered acceptable and in accordance with good industry practice within Your industry sector.

51.4 Shall ensure that it has in place disaster recovery procedures, including procedures for the back-up of Account information and instructions successfully transmitted using the i|SITE Service, which are considered to be in accordance with good banking practice.

51.5 Each Party shall:

- 51.5.1 take all reasonable precautions to ensure that no virus is introduced into any computer or software system used to provide, access or use the online i|SITE Service;
- 51.5.2 notify the other Party as soon as possible (giving all necessary details) on discovering a virus and use all reasonable endeavours to eliminate the virus and remedy its effect; and
- 51.5.3 take all other reasonable precautions to minimise the impact of any disaster.

51.6 You shall notify Us as quickly as possible by telephone (providing full details) where it believes or suspects that

anyone is or may be accessing the i|SITE Service without appropriate authorisation and shall take such action as We may specify to prevent this.

51.7 Where We have been notified by You that You believe or suspects that anyone is or may be accessing the i|SITE Service without appropriate authorisation, or where We believes or suspects this to be the case, We shall take all steps that We reasonably considers necessary to protect the security of the Accounts, the i|SITE Service and/or its banking systems. Such steps may include Us immediately suspending all or part of Your and/or any System Administrator's, Type 1 User's and/or Type 2 User's access to the i|SITE Service in order to investigate the security breach. In such circumstances, We shall carry out its investigation as quickly as possible and shall restore Your and/or any System Administrator's, Type 1 User's and/or Type 2 User's access to the i|SITE Service once We are satisfied that the security risk has been resolved. You shall provide Us with such assistance as We may reasonably require in order to conduct and complete its investigations.

51.8 We shall be entitled to report any unauthorised access to the i|SITE Service to the police, regulatory and/or prosecuting authorities and to give those authorities full information about the matter. You shall provide such assistance as the authorities deem necessary in order to conduct their enquiries.

51.9 You shall notify Us promptly on becoming aware of any error, failure or unavailability of the i|SITE Service and shall use reasonable endeavours to co-operate with Us in correcting any such error, failure or unavailability.

## **52 Giving of instructions**

52.1 Subject to the provisions of this Agreement You shall be able to give instructions as follows:

- 52.1.1 Internal Payment instructions may be given using the i|SITE Service or (where the i|SITE Service is not available for any reason) using the Manual Support Service;
- 52.1.2 External Payment instructions may be given using the Commercial Banking Online Service or (where the Commercial Banking Online Service is not available for any reason) using the Manual Support Service; and
- 52.1.3 Other instructions relating to an Account may be given using the i|SITE Service or (where the i|SITE Service is not available for any reason, or cannot be used for the giving of those instructions) using the Manual Support Service.

52.2 The Commercial Banking Agreement shall govern the terms on which External Payment instructions may be given using the Corporate Online Service.

52.3 In the case of an Internal Payment Instruction given using the i|SITE Service, the Client Banking Partner shall be deemed to have given its consent to that transaction if the relevant System Administrator or Type 2 User entered the correct security information when logging into the i|SITE Service and authenticated the Internal Payment Instruction using the Security Device assigned to that person.

52.4 In the case of an Internal Payment Instruction or an External Payment Instruction given using the Manual Support Service, You shall be deemed to have given its consent to that transaction if the fax setting out the terms of that instruction is in accordance with Your signing authority mandate that is in effect at the time of signature of the fax, without the requirement for Us to make any further enquiry.

52.5 In the case of an Internal Payment Instruction the information required to be given by You to Us in order for that Internal Payment Instruction to be processed correctly shall be the number of the Account to which the funds comprised in that instruction are to be transferred.

52.6 In the case of an External Payment Instruction the information required to be given by You by fax to Us in order for that External Payment Instruction to be processed correctly shall be the sort code of the bank receiving the payment and the account number of the account to which payment is being made (applicable only when using the Manual Support Service in accordance with Clause 60).



- 52.7 The i|SITE Service includes log-in and authentication protocols which can only be completed using the correct log-in information and Security Devices. Accordingly, We shall be entitled to process all instructions it receives from a person purporting to be a duly authorised user which are transmitted to Us using the i|SITE Service and We shall (without prejudice to the provisions of Clause 48) be under no obligation to carry out any further security procedures or identification of the person issuing such instructions.
- 52.8 We cut-off times for receipt of payment instructions. The cut-off time for Internal Payment instructions, that is, transfers to accounts within the Account Group, is 18:00. The cut-off time for External Payment instructions which, for the avoidance of doubt, includes transfers to other the Bank accounts that are not in the Account Group is set out Corporate Online documentation. If We do not receive the Internal Payment Instruction or External Payment Instruction before the relevant cut-off time, it will not be treated as being received by Us until the next Business Day.
- 52.9 You shall have sole responsibility for any data prepared and input by or on its behalf and We shall not be responsible for any fault or error whatsoever in that data or its input.
- 52.10 We shall be deemed to receive instructions:
- 52.10.1 sent using the i|SITE Service once the i|SITE Service confirms successful transmission of that instruction; and
- 52.10.2 given by fax instruction (applicable only when using the Manual Support Service in accordance with Clause 60 once You receive confirmation of successful transmission to the fax number provided by Us to You from time to time, subject to the terms of Clause 52.8.
- In either of those circumstances the relevant instruction shall (subject to Clause 52.11) be irrevocable and unconditional and may be acted upon by Us irrespective of any other circumstances or any contrary mandate or notification. Notwithstanding this, We shall use reasonable endeavours to reverse any instruction where it receives (within sufficient time) clear instructions from You to do so.
- 52.11 You cannot withdraw or cancel an Internal Payment Instruction or an External Payment Instruction after the time that payment instruction has been received by Us. However, You can withdraw or cancel an Internal Payment Instruction or an External Payment Instruction for future dated transactions if You give Us notice no later than close of business on the Business Day before the day on which the transaction is due to occur. Unless Your instructions specifically state otherwise, if You withdraw or cancel an Internal Payment Instruction or an External Payment Instruction for future dated transactions You shall be treated as cancelling the payment instruction as a whole.
- 52.12 You shall indemnify Us and keep Us indemnified on an after tax basis against all losses, costs, claims, damages and expenses that We suffer or incur as a result of acting on any instructions (including Internal Payment instructions and External Payment instructions) given by or on Your behalf in accordance with this Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party. This Clause 52.12 shall not affect the limitations on liability set out in any other related agreement between the Client Banking Partner and the Bank from time to time.
- 53 Processing of Payment instructions and Clearing of Payments**
- 53.1 The Information to Support Your Account Leaflet sets out the times by which deposits into an Account or withdrawals from an Account shall clear.
- 53.2 Confirmation that the transaction has been processed, and updated information relating to the relevant Account(s), shall be available through the i|SITE.
- 54 Right to refuse to act on instructions**
- 54.1 We shall be entitled to refuse to act on any instruction where:
- 54.1.1 in the case of instructions sent by post or by fax (applicable only when using the Manual Support Service in accordance with Clause 60, We reasonably believe those instructions are unclear or incomplete, or do not appear to have been signed in accordance with Your signing authority mandate instruction that was in effect at the time of signature;
- 54.1.2 we reasonably believes valid consent has not been given in accordance with the terms of this Agreement;
- 54.1.3 we suspects that You or someone else is using the relevant Account illegally or fraudulently or outside the terms of this Agreement;
- 54.1.4 the payment seems unusual compared with the way You or the Client (as the case may be) normally uses the Account;
- 54.1.5 You are in breach of this Agreement and/or the PKI Agreement, or processing the instruction would result in You being in breach;
- 54.1.6 we have suspended operations on the Account under Clause 34 or the terms of Our agreement with the relevant Client, and/or has suspended the use of the i|SITE Service under Clause 55;
- 54.1.7 we are required to do so due to Law, or the We reasonably believes that processing the instruction might cause Us (or another company in the Lloyds Banking Group) to breach any Law or might expose Us (or another company in the Lloyds Banking Group) to action from any government or regulator;
- 54.1.8 in the case of payments out of the Account, there are insufficient funds in the Account to make the payment and/or to pay any charge payable;
- 54.1.9 the terms of the payee's account prevent completion of the transaction;
- 54.1.10 there are technical issues which prevent Us from executing the transaction; or
- 54.1.11 circumstances beyond Our reasonable control prevent Us from offering a normal service (such as computer failure or industrial action).
- 54.1.12 instructions are received directly from the Client. We will only accept instructions from You.
- 54.2 We may decide not to process payments to or from a limited number of countries. We shall inform You which countries if You asks Us or if You try to make a payment there.
- 54.3 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. We may not accept Internal Payment instructions and/or External Payment instructions and may refuse to make any payment or take any action pursuant to an Internal Payment Instruction or an External Payment 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 shall 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 Internal Payment Instruction or External Payment Instruction and/or payment as may be required.
- 54.4 If We refuse to act on an Internal Payment Instruction or an External Payment Instruction, We shall inform You and shall give You Our reasons for refusing and how to rectify any factual errors that led to the Our refusal, unless We are prohibited from doing so due to Law. We shall inform You as quickly as possible, and in any event no later than the time by which We would have completed the transaction requested in the Internal Payment Instruction or External Payment Instruction.
- 54.5 You may also contact Us to find out (unless Law prevents Us from informing You) why We refused to act on an Internal Payment Instruction or an External Payment Instruction and how You can correct any factual errors that led to the Our refusal.



## **55 Suspension of the i|SITE Service**

- 55.1 We shall be entitled to suspend or limit Your (or any user's) use of the i|SITE Service where:
- 55.1.1 we reasonably believes that continuing to make the i|SITE Service available would be contrary to any Law; or
- 55.1.2 in accordance with Clause 51.7 We have been notified by You that it believes or suspects that anyone is or may be accessing the i|SITE Service without appropriate authorisation, or where We believes or suspects this to be the case.
- 55.2 Where We suspend or limit Your (or any user's) use of the i|SITE Service, We shall notify You of this by telephone or in writing and shall provide its reasons for the suspension or limitation. We shall not however be obliged to provide any of this information where We reasonably believes that it is prohibited from doing so by Law. Where it is possible to do so, We shall use reasonable endeavours to inform You in advance of any such suspension or limitation.
- 55.3 We shall withdraw the suspension or limitation of Your (or any user's) use of the i|SITE Service as soon as possible after the reason for such suspension or limitation ceases to exist.

## **56 Liability relating to use of the i|SITE Service**

- 56.1 Provided You are a Charity or a Micro-enterprise, the provisions of this Clause 56 shall apply.
- 56.2 Provided You properly notified Us of the loss, theft or misuse of any Security Device and/or that any unauthorised person has accessed the i|SITE Service (Unauthorised Use), the Your maximum liability for unauthorised transactions arising in relation to a Control Account, Undesignated Client Account or Designated Client Account:
- 56.2.1 from the Unauthorised Use; or
- 56.2.2 where You has failed to keep the personalised security features of the i|SITE Service safe despite complying with the security measures set out in Clause 51.1, is thirty-five pounds (£35) sterling.
- 56.3 There shall be no limit on Your liability:
- 56.3.1 if a Control Account, Undesignated Client Account or Designated Client Account is overdrawn or goes overdrawn or further overdrawn because a Security Device and/or the i|SITE Service was used by a person with Your agreement before We received notice in accordance with Clause 51.6; or
- 56.3.2 in any other cases, where You have acted fraudulently or has been grossly negligent.
- 56.4 You shall not be liable for any losses incurred in respect of unauthorised transactions on any Control Account, Undesignated Client Account or Designated Client Account:
- 56.4.1 occurring after notification has been given by You to Us in accordance with Clause 51.6;
- 56.4.2 where We failed to provide a notification process to allow You to report Unauthorised Use, unless the failure was due to circumstances beyond Our reasonable control;
- 56.4.3 where the Unauthorised Use occurred in connection with a distance contract other than an excepted contract, as such terms are defined by the Consumer Protection (Distance Selling) Regulations 2000; or
- 56.4.4 before You received the relevant Security Device and/or related personalised security features.
- 56.5 We shall only be liable to You for unauthorised transactions arising from the Unauthorised Use after You have notified Us in accordance with Clause 51.6.
- 56.6 For the avoidance of doubt, the provisions of this Clause 56 shall apply only in respect of Unauthorised Use relating to access to and/or use of the i|SITE Service.

## **57 Your liability for Non-Payment instructions**

- 57.1 This Clause 57 applies to instructions given by or on Your behalf under this Agreement from time to time, other than Internal Payment instructions or External Payment instructions (a Non-Payment Instruction).

- 57.2 You shall indemnify Us and keep Us indemnified on demand on an after tax basis against all claims, actions, damages, liabilities, losses, costs and expenses (Losses) suffered or incurred by Us arising as a direct or indirect result of Us accepting and acting on a Non-Payment Instruction.

## **58 Intellectual Property**

All Intellectual Property Rights in the i|SITE Service and the i|SITE Guide remain vested in the Us. You acknowledge that it does not claim any right of or to any Intellectual Property Right in the Proprietary Information, the i|SITE Service or the i|SITE Guide.

## **59 Upgrades to the i|SITE Service**

- 59.1 We reserve the right at any time to produce new releases or versions of the i|SITE Service (Upgrades) and/or to make any changes to the i|SITE Service involving de-bugging, fixing or rectifying any errors in its operation (Fixes).
- 59.2 We shall carry out Upgrades and Fixes free of charge. Upgrades and Fixes shall be applied uniformly to all users of the i|SITE Service.
- 59.3 We shall give You not less than three months' prior written notice of any Upgrade, except where:
- 59.3.1 the Upgrade is (in Our reasonable opinion) only a minor or superficial change in the look, feel and/or operation of the i|SITE Service which does not result in a material change in the functionality or operation of the i|SITE Service; or
- 59.3.2 the requirements of Law or security mean that the Upgrade needs to be carried out more quickly.
- 59.4 We shall give You reasonable prior written notice of any Fix, except where the requirements of Law or security mean that it would not be practical for Us to give prior written notice.
- 59.5 Following implementation of the Upgrade or Fix, only the new version of the i|SITE Service (incorporating the Upgrade or Fix) shall be available for use by You.
- 59.6 We shall use all reasonable endeavours to ensure that the operability and functionality of the i|SITE Service following implementation of any Upgrade or Fix are not materially degraded compared to the operability and functionality of the i|SITE Service prior to such implementation, but We shall not be responsible for any such degradation in service where it was reasonable in all the circumstances for Us to implement the Upgrade or Fix.

## **60 Manual Support Service**

- 60.1 We shall make a help desk facility available between 08:00 and 18:00 on Business Days to assist with enquiries from You relating to use of the i|SITE Service. Help information shall also be set out in the i|SITE Guide.
- 60.2 In any period during which the i|SITE Service is not available for any reason, We shall use reasonable endeavours to provide to You (to the extent reasonably possible) the same level of service by manual means, including:
- 60.2.1 transmission of information by Us to You by secure e-mail by telephone and/or by fax; and
- 60.2.2 acceptance and manual processing of fax instructions provided that the fax instruction purports to have been signed by a person (or persons) authorised to do so in accordance with Your signing authority mandate that is in effect at the time of the signature of the fax, without the need for Us to make any further enquiry. The fax number will be provided by the Bank to the Client Banking Partner from time to time in relation to the provision of the Manual Support Service.

## **61 Record**

Our record of instructions received (whether via the i|SITE Service or the Manual Support Service) and transactions carried out in relation to any Account shall, save in the case of manifest error, be conclusive.

## **62 Copy of this Agreement**

We shall provide a copy of this Agreement to You on request.

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

If you have a hearing or speech impairment you can use Relay UK. More information on the Relay UK Service can be found at: [relayuk.bt.com/](https://relayuk.bt.com/)

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