Request for Transfer - Inward

Contains additional terms and conditions for the Request for Transfer – Inward service that you receive from us.

1. **Meaning of words we use**
   - **Business Day** Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.
   - **Customer Account** The accounts set out on your application form for the **Service** (or the accounts we have agreed with you in writing since then).
   - **Executing Bank** Bank of Scotland plc.
   - **Forwarding Bank** The bank that sends the **Request for Transfer (Inward)** to the **Executing Bank**.
   - **Instructing Party** The person who is authorised by you to send a **Request for Transfer (Inward)**.
   - **Request for Transfer (Inward)** (also known as an **MT101/pain.001**) A **SWIFT** message sent from the **Forwarding Bank** to us (as the **Executing Bank**) to let us know to make a UK or overseas payment to a beneficiary/account you have chosen.
   - **Service** The service provided by us under these Product Specific Conditions.
   - **SWIFT** The Society for Worldwide Interbank Financial Telecommunications that supplies secure messaging services and interface software to wholesale financial entities.

2. **What do you need to read to understand your agreement with us relating to the Service?**

   These Product Specific Conditions are just one part of the agreement between you and us relating to the **Service**.

   You also need to read:
   - The General Conditions
   - The authority you have given to us
   - Your application form for the **Service**
   - The Account Charges & Processing Times brochure
   - The charges schedule relating to the **Service**

3. **What happens if the documents that make up the agreement say different things?**

   If these Product Specific Conditions say one thing, and the General Conditions say another, these Product Specific Conditions will apply.

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4. How does the Service work?

The **Executing Bank** will provide the **Service** to you in line with these Product Specific Conditions.

The **Forwarding Bank** will be acting on behalf of a party authorised by you to send a **Request for Transfer (Inward)**. A **Request for Transfer (Inward)** must include the account number for the **Customer Account** you want the money to be taken from when the **Executing Bank** makes the payment.

The **Executing Bank** is authorised to accept any **Request for Transfer (Inward)**. The **Executing Bank** may act on any **Request for Transfer (Inward)** without asking questions about the circumstances relating to it. It will act on the **Request for Transfer (Inward)** in the same way it would act if the **Request for Transfer (Inward)** was given directly by you to the **Executing Bank**.

The **Executing Bank** will then make a payment in line with the **Request for Transfer (Inward)** and the terms and conditions relating to the **Customer Account**.

If the **Executing Bank** receives a **Request for Transfer (Inward)** after the cut-off time, the **Executing Bank** will consider the **Request for Transfer (Inward)** to have been received on the following **Business Day**. You can find out more about our cut-off times in our Payment Transaction Brochure, which is available on our website.

The **Executing Bank** may provide to the **Forwarding Bank** any information relating to you or your accounts that the **Executing Bank** thinks is relevant to any **Request for Transfer (Inward)** received.

The **Executing Bank** may choose to contact the **Forwarding Bank**, you or the **Instructing Party** if it has any questions about the **Request for Transfer (Inward).**

5. Which rules are relevant to the way the Service works?

The **SWIFT** rules and standards will apply to any instruction sent or received via **SWIFT**.

6. What charges will you pay for the Service?

The charges are set out in the charges schedule for the **Service**. This is unless we agree different charges with you.

The **Executing Bank** will send you an invoice monthly. You authorise the **Executing Bank** to debit the charges shown on the invoice from the **Customer Account**. The **Executing Bank** will debit the **Customer Account** not less than 14 calendar days after the date of the invoice.

7. What are we responsible for relating to the Service?

The **Executing Bank** will not be responsible to you for any loss, damage, injury, interruption, delay or non-performance arising out of the **Forwarding Bank** or the **Instructing Party** sending a **Request for Transfer (Inward)** late, making errors in the **Request for Transfer (Inward)** or failing to send the **Request for Transfer (Inward)**.

The **Executing Bank** will not be bound by any representation or warranty given by an **Executing Bank** employee or other servant or agent in connection with the **Service** unless it has been confirmed in writing.

The **Executing Bank** is responsible for providing a refund to you where it is required by law in respect of transactions made using the **Service**. Your rights to a refund are set out in the General Conditions. Beyond this, the **Executing Bank** will have no responsibility to you in contract, tort (including negligence), misrepresentation, restitution or otherwise in relation to the **Service**.

8. When can we suspend or end the Service?

The General Conditions set out information about closure and suspension of accounts and services, but there are some additional things you need to know about this **Service**.

We may suspend the **Service** immediately if any financial institution or network operator that we use to provide the **Service** is no longer willing to provide their services to us. This means we cannot continue to provide the **Service** to you.

The **Service** ending will not affect any **Request for Transfer (Inward)** which had already been sent or received before the **Service** ended.

Tell us what you think of this communication.

We won't ask for any personal information in this survey.

Our service promise

Please let us know if you have a problem – we're here to help. See our complaints process on our 'Help & Support' page at **business.bankofscotland.co.uk/complaint**

Find out more

Speak to your relationship team

bankofscotland.co.uk/business

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

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