Request for Transfer - Outward

Contains additional terms and conditions for the Request for Transfer – Outward 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 at the **Executing Bank** set out on your application form for the **Service** (or the accounts that we have agreed with you in writing since then).
   - **Executing Bank** The bank that receives the **Request for Transfer (Outward)** from the **Forwarding Bank**.
   - **Forwarding Bank** Bank of Scotland plc.
   - **Request for Transfer (Outward)** (also known as an **MT101/pain.001**) A **SWIFT** message sent from us (as the **Forwarding Bank**) to your third party bank (as the **Executing Bank**), to let them know to make a domestic or overseas payment from the **Customer Account** 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.

BANK OF SCOTLAND

4. How does the Service work?

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

The **Forwarding Bank** will act on your behalf. The **Forwarding Bank** will send your instructions to the **Executing Bank** in the form of a **Request for Transfer (Outward)**. When you give your instructions to the **Forwarding Bank**, you must provide the account number for the **Customer Account** you want the money to be taken from when the **Executing Bank** makes the payment.

If the **Forwarding Bank** receives your instructions to make a **Request for Transfer (Outward)** after the cut-off times, the **Forwarding Bank** will consider your instructions to make a **Request for Transfer (Outward)** 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 **Forwarding Bank** may provide to the **Executing Bank** any information relating to you or your accounts that the **Forwarding Bank** thinks is relevant to your instructions.

You confirm that the **Executing Bank** is authorised to accept any **Request for Transfer (Outward)**.

When the **Executing Bank** receives a **Request for Transfer (Outward)** from the **Forwarding Bank**, the **Executing Bank** will make a payment in accordance with the **Request for Transfer (Outward)**.

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. Are there any requirements that apply if you want to use the Service?

To use the **Service**, you have to have and maintain an account with us, and you must have an account at a third-party bank.

7. 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 **Forwarding Bank** will send you an invoice monthly. You authorise the **Forwarding Bank** to debit the charges shown on the invoice from any account that you hold with us. The **Forwarding Bank** will debit the account not less than 14 calendar days after the date of the invoice.

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

The **Forwarding 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 **Forwarding Bank** will have no responsibility to you in contract, tort (including negligence), misrepresentation, restitution or otherwise in relation to the **Service**.

The **Forwarding Bank** will not be responsible to you for any loss, damage, injury, interruption, delay or non-performance arising out of:

- you, or someone on your behalf, sending instructions late, making errors in those instructions or failing to send those instructions; or
- any delay or failure by the **Executing Bank** to make a payment in line with the **Request for Transfer (Outward)**.

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

9. 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.

We will still act on any instructions that 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.

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

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 169628.

1_4500670-6 0426