

BUSINESS BANKING

# General Conditions


Effective from January 2023



## This agreement contains:

- ▶ An explanation of what makes up our agreement with you for business banking and some related services
- ▶ Our terms and conditions. They are divided into sections saying what you and we agree to do under the agreement. To help you find what you need, we list the sections under 'What's in this agreement?'

### Please:

- ▶ read the agreement carefully and keep it for future reference;
- ▶ ask us if you have any questions, using the contact details we provide;
- ▶ note that the examples and information in this document (shown by ) help to explain our terms but aren't part of the agreement.

## What's in this agreement?

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# General Conditions

## Meanings of words we use

**Account** Any account you hold with us that is covered by this agreement.

**Authorised Overdraft** An overdraft up to a limit we agree in advance.

**Authority** Your authority to operate accounts.

**Available Funds** The amount of any credit balance on your **Account**, plus the unused amount of any **Authorised Overdraft**, less the amount of any funds showing in your **Account** but not yet available for you to use (like recent cheque deposits), and less any payments we have authorised but not yet taken from your **Account**.

**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.

**Charges Brochure** Any Business Banking brochure or leaflet of ours that sets out the Business Banking charges including, where appropriate, international as well as UK charges that apply to your **Account**.

**Current Account Switching Service** A UK payments industry service operated by Bacs Payment Schemes Limited that helps with the transfer of bank accounts from one participating bank to another.

**Cut-off Time** The latest time we can process instructions or add payments to an account.

**Device** Anything such as a card, electronic wallet, smartphone or other **Device** you can use on its own or combined with **Security Details** to access your **Account** or give instructions.

**Direct Debit scheme** A direct debit scheme under which we provide debtor bank services to you in your capacity as debtor.

**EEA** The European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31 January 2020 the UK is no longer part of the **EEA**.

**Faster Payments Service** The payments service that allows faster electronic payments between accounts in the UK with Sort Codes capable of receiving faster payments held with banks and building societies which are **Members** of, or participants in, the service.

**Indemnity** A promise to protect the other party from costs, loss or damage.

**Lloyds Banking Group** This includes us and several other companies using the Lloyds Bank, Halifax and

Bank of Scotland brands and their associated companies. There's more about Lloyds Banking Group at [lloydsbankinggroup.com](http://lloydsbankinggroup.com)

**Member** Each partner, **Member**, officer or trustee (as applicable) of an unincorporated organisation.

**Need to Know Brochure** A brochure containing important information about your **Account**, including how to contact us.

**Paper Payment Order** A payment instruction that you give **us** by post or in person in a paper form, including instructions on completed bank forms or letter.

**Payment Instrument** Any personalised **Device** or personalised set of procedures agreed between you and us which you use to initiate a payment. To avoid doubt, this does not include cheques or banker's drafts.

**Payment Services Regulations** The Payment Services Regulations 2017 (S.I. 2017/752) as amended or replaced from time to time.

**Reference Interest Rate** A publicly available interest rate such as the Bank of England bank rate.

**Security Details** Details or security procedures you must follow or use to give an instruction, confirm your identity or access a **Device** - for example a password, security code (or PIN) or biometric data such as a fingerprint.

**Strong Authentication** Verification of a user's identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint.

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

**Unauthorised Overdraft** An overdraft we have not agreed in advance. We will regard you as requesting an Unauthorised Overdraft if:

- ▶ you try to take cash or make a payment when you don't have enough **Available Funds**; or
- ▶ your **Account** becomes overdrawn because a payment into the account is recalled by the paying bank or we have added charges.

**we, us, our** Bank of Scotland plc, The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

**you, your** The business in whose name we maintain the account.

# Section A – Our agreement with you

Our agreement with you is made up of:

- ▶ these General Conditions, which are the main terms for your **Account(s)** and for our overall relationship with you for business banking services;
- ▶ the **Authority**; and
- ▶ the 'additional conditions', which are the interest rates, charges and other terms that apply to a specific product or service. We give these to you when speaking to you or in documents such as our application forms, letters or leaflets (such as our **Charges Brochures**), or on our website.

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**i** Additional conditions include things like minimum and maximum balances you have to keep on an account and how to qualify for a particular account, service, rate or benefit.

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If an additional condition conflicts with a general condition, the additional condition applies.

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**i** For example: the general conditions allow you to make payments to accounts with other banks. If an additional condition for an account says you can't, that condition will apply.

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This agreement replaces any previous terms and conditions or other agreements that may have applied to your **Account**.

If you are not an incorporated business or association, and your business consists of two or more persons, this agreement applies to each of you individually as well as together.

You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

In response to Confirmation of Payee (CoP) checks, we will give information about you and your **Account** to:

- ▶ other customers of ours;
- ▶ other banks (or other financial institutions, who may be eligible to participate in Confirmation of Payee), who will pass this on to their customers.

This information can include: (i) your **Account** name; (ii) the type of account you hold being a business account; (iii) whether your **Account** has switched to another bank.

For more information about Confirmation of Payee, please see Section M.

This agreement does not cover all the services we offer, including financial markets transactions which are traded directly between you and Lloyds Bank plc trading as Lloyds Bank Commercial Banking. These are subject to separate terms and conditions. The agreement we give you for an account, product or service will tell you if these general conditions apply.

# Section B – Your Authority

## 1. Who can give us instructions?

- 1.1 Any person entitled by law to bind you (for example an instruction signed by all partners in a partnership), or a person authorised as a signatory in the **Authority** can authorise transactions, operate accounts and authorise business with us.
- 1.2 If you want someone else to have authority to do these things, he or she should be named in the **Authority** and must give us personal and signature details.
- 1.3 Unless you state otherwise in the **Authority**, each signatory named in the **Authority** has individual authority without any restriction to operate all the accounts you hold with us. An authorised signatory can, for example, withdraw money from the account (which may be without the knowledge of the other signatories). We can also give these signatories information about your **Account**.
- 1.4 Unless you state otherwise in the **Authority**, each person named in it as signatory to the account(s) has individual authority without any restriction to operate all your **Accounts**. Therefore each of these people is able, for example, to withdraw money from any of your **Accounts**, which may be without the other signatories knowing. We need not make enquiries about the purpose of any transactions or the signatory's authority to conduct them.
- 1.5 We may refuse to accept instructions from, and may remove from your **Authority**, an individual if we reasonably believe a regulatory requirement means we have to.

## 2. Changes to the Authority

- 2.1 To make any changes to your **Authority** you will need to complete and sign a bank form we provide and send it by post to an address we provide. If you have access to Internet Banking, you can complete and submit the form online. You can contact us by phone or post or contact your branch to request a bank form, or log on to your Internet Banking and access the form. You must give us at least four

clear **Business Days** to process your request after we receive your communication.

- 2.2 Any changes to your **Authority** must be authorised in accordance with your signing instructions in your **Authority** or, in accordance with your non-payment signing instructions. If you have chosen '1 to sign' in your **Authority**, we may only require one authorised signatory (named in the **Authority**) to sign the bank form. However, for accounts listed in 2.3 below, we may still require at least two authorised signatories to sign and authorise the bank form. In all cases, the authorised signatory must be a full-power signatory on the account.
- 2.3 For Trusts, Executors, Administrators, School Trusts, Credit Union and Pensions accounts, we may still require at least two Authorised Signatories, unless you specify a higher number of authorised signatories to sign. In all cases, the authorised signatory must be a full-power signatory on the account.
- 2.4 We may also accept the documents indicated below:

If you are a...	You can give us...
<b>Company</b>	An amending resolution passed by the board of directors and certified by a director or the secretary
<b>Partnership</b>	Written notice signed by two partners
<b>LLP</b>	An amending resolution passed by the Members and certified by a Member
<b>Credit Union or unincorporated organisation</b>	An amending resolution certified by the chairperson or secretary of the Credit Union or organisation
<b>Sole trader</b>	Written notice signed by you

- 2.5 We may (as long as we act reasonably) refuse to add an individual to your **Authority**.
- 2.6 If an authorised signatory dies you must notify us of that person's death. Once we have been notified of the death and been provided with a death certificate we will remove the signatory from the account providing this does not impact the signing instructions of your existing authority. Where the removal of the deceased party would impact your existing signing authority you will be required to provide a new signing authority.

# Section C – Checks, Account security and keeping you informed

We need to make sure that only you, or people you have authorised, can access your **Accounts**. This section explains what you and we both need to do to protect your information and **Accounts**. It also covers the information we will give you about your **Account**.

### 3. How do we know we are dealing with you?

3.1 We will assume we are dealing with you or someone authorised to manage your **Accounts** – and we will provide information about your **Accounts** or act on instructions (without further confirmation) in line with your **Authority** – if we have checked who is contacting us in one of the following ways or any other way we may introduce:

How you instruct us	Checks we may use			
	Evidence of identity – such as a passport	Signature of an authorised signatory	Use of a Device	Use of an authorised signatory's Security Details
In person in a branch	Yes	Yes	No	Yes
By cheque or in writing	No	Yes	No	No
Telephone, Internet or Mobile Banking or using a Device	No	No	Yes	Yes

3.2 You are responsible to us for all debts or liabilities on your **Accounts** as long as we acted in line with your **Authority**, or any additional conditions which apply to any product or service through which you have made an instruction (if they set out a different position to the **Authority**), even if you later change the **Authority** or you or we end this agreement. If you are not an organisation with separate legal personality, each authorised signatory and – to the extent allowed by your rules and constitution – your **Members** will be liable for all (not just a share) of the debts or liabilities on your **Account(s)**.

**①** If an authorised signatory is authorised to carry out 'any transaction', he or she can, for example, withdraw money from any of your **Accounts**. This may be without the other signatories knowing.

3.3 We will also give information to or act on instructions from any person who satisfies our standard customer-verification procedure on any of your **Accounts**. This may rely on knowledge of your bank statements and banking information, so it is important that you keep this information in a secure place. Do not disclose them to anyone you do not want to have access to your **Account**.

### 4. Keeping your Account safe

4.1 You and anyone you have authorised to access your **Account** must take reasonable steps to keep your information secure. These include not giving out account or **Security Details**, such as a PIN, to anyone. If you tell us your cheque book or debit or Cashpoint® card has been lost or stolen or that someone else knows your PIN or other security information, we will take action to try to stop these being used. More detailed procedures for specific services may be set out in greater detail in the terms and conditions and brochures for those services.

**①** Reasonable steps to keep your information secure include:

- ▶ following instructions we give you, which we reasonably consider are needed to protect your **Accounts** from unauthorised access;
- ▶ not phoning us if your conversation may be intercepted or overheard;
- ▶ being careful not to share your online **Security Details** with anyone;
- ▶ not writing down your **Security Details**.

We also give guidance on security measures on our website and in your **Account** brochures.

4.2 You should also take reasonable care of your **Account**. In particular, you should check bank statements, invoices, confirmations and communications within a reasonable time after you receive them and tell us as soon as possible if you think there is a mistake or discrepancy. Any delay in telling us may make it more difficult to correct mistakes.



## Section D – Special terms for different types of business

- 4.3 If we think you have not authorised an instruction, or if the instruction is not legible and clear, we may refuse to act on it until an authorised signatory confirms it. We may require confirmation in writing.
- 4.4 Termination of or alteration to the **Authority** does not release you (or if applicable any authorised signatory) from any previous liability or **Indemnity** for anything we do in line with instructions previously received from an authorised signatory under the **Authority** or in line with this agreement.
- 4.5 We do not need to check whether transactions made under the **Authority** are for purposes permitted by your governing rules or, if you are a limited liability partnership, permitted by any **Members'** agreement or authorised under Regulation 7(6) of the Limited Liability Partnership Regulations 2001. We can act on any instructions made in line with the **Authority** or authorised by resolution even if we are aware that the purposes may not be permitted.
- 4.6 If a petition is presented to wind up your business, we have no obligation to pay any sums from the **Account** until the petition is dismissed.
5. **Special terms for Partnerships, LLPs and unincorporated organisations**
- 5.1 If you are a partnership or an unincorporated organisation with more than one **Member**, the following points apply:
- ▶ The **Authority** may allow instructions to be signed in the name of a partner or **Member**, the partnership or organisation or an authorised signatory.
  - ▶ Whether or not they have signed the **Authority**, each partner or **Member** is jointly and individually liable for all liabilities of the partnership or organisation to us together with interest, fees and charges. This means each partner or **Member** is separately responsible to us for all debts and liabilities, not just a share of them. We may therefore take action against all or any of the partners or **Members**. A **Member's** liability will normally be determined by reference to the organisation's constitution, and may be limited to the extent of their subscription. Please refer to our separate leaflet on joint and several liability for more details.
  - ▶ If there is a dispute between the partners, **Members** or authorised signatories about your **Accounts**, we may require all of them to authorise transactions until all partners, **Members** or authorised signatories agree how the **Accounts** are to be run. If this happens, we will not make any payment out of the **Accounts** unless it is authorised by all partners, **Members** or authorised signatories. We will also suspend all facilities requiring authorisation from only one partner, **Member** or authorised signatory – for example cards, internet or electronic banking – until the dispute is resolved. Payments to you will still be paid into the **Accounts** in the usual way.

- ▶ If any partner or **Member** dies or ceases to be a partner of the partnership or organisation, we may treat any continuing partners or **Members** as having full power to carry on the partnership or organisation's business and to deal with its assets as if there had been no change. This applies unless we receive written notice to the contrary from any of the continuing partners or **Members**, or from the executors, legal personal representatives or trustees of any deceased partner or **Member**.
- ▶ If any authorised signatory dies or ceases to be an authorised signatory, we may treat any continuing authorised signatory as having full power to carry on your business and to deal with your assets as if there had been no change. This applies unless we receive written notice to the contrary from any of the continuing authorised signatories, or from the executors, legal personal representatives or trustees of any deceased authorised signatory.
- ▶ If we are owed money on the partnership or organisation's accounts or on outstanding loans, then:
  - i. when a partner or **Member** dies, the deceased partner's or **Member's** estate remains responsible for paying the debt and we may require payment from the deceased partner's or **Member's** assets;
  - ii. when a partner or **Member** leaves the partnership or organisation, each partner or **Member** (including the one who has left) remains separately responsible to us to repay all the debts;
  - iii. the partners or **Members** must notify us immediately (in the form we require) of any changes in the partnership or organisation, and must ensure that any incoming partners or **Members** sign a confirmation of the existing authorities to us.

5.2 The **Authority** will not be affected by:

- i. any change in the name of the partnership or organisation; or
- ii. any change in the partners, **Members** or authorised signatories of the partnership as a result of death, bankruptcy, retirement, any new partner(s) or **Member(s)** joining or otherwise.

5.3 If you are a limited liability partnership, any two **Members** may attest the sealing by the partnership (if it has a seal) of any deed or may sign any other document expressed (in any form of words) to be executed as a deed by the partnership. When attested or signed and dated, the document is treated as a deed binding the partnership and as having been validly executed and delivered.

## 6. Special terms for companies

6.1 If you are a limited company, and there is a dispute between the directors about the company's accounts with us, we may require all directors to authorise transactions until all directors agree how the accounts are to be run. If this happens, we will not make any payment out of the accounts unless authorised by all directors. We will suspend all facilities requiring authorisation from only one director or authorised signatory – for example cards, internet or electronic banking – until the dispute is resolved. Payments to you will still be paid into the accounts in the usual way.

# Section E – How we deal with each other

It is important that you give us the right information at the right time. In return we promise to use reasonable care when we provide services to you.

## 7. Information we need you to give us

7.1 You must promptly give us information about your business that we reasonably request or that we need to operate your **Accounts**. You must also tell us promptly about any changes to your business or contact details.

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① For example, you must give us certified copies of resolutions you pass to change your Authority, and details of any changes to your directors, partners, Members or other officers. If relevant, you must also give us certified copies of your incorporation documents if we ask for them.

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① A certified copy is a copy of a document that has been certified as being a true, complete and up-to-date copy of the original document by a person who holds a certain position of responsibility, e.g. a solicitor, a minister of religion or a bank official.

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## 8. Our provision of services

8.1 We will use reasonable care and skill in providing services and managing your day-to-day banking needs. We ask you to remember that:

- ▶ our relationship services are for your general guidance and information only and they are based on information that we know from operating your **Accounts** or that you have given us;
- ▶ sometimes you should take specialist advice rather than solely relying on our services;
- ▶ we are not responsible for how you interpret information we provide or how you implement any action you choose to take.

8.2 In certain circumstances we may refuse to open an account or to provide you with additional facilities or services.

## 9. Giving us instructions

9.1 You can give us instructions in any way we tell you from time to time, including electronic communications and telephone. We will act on instructions given in line with the **Authority** or any additional conditions which apply to any product or service through which you have made an instruction (if they set out a different position to the **Authority**) as long as they are clear and legible and our security procedures have been followed so that we know the instruction comes from you.

9.2 We may refuse to accept an instruction if we do not believe it was authorised by you. We will make reasonable efforts to check whether it was authorised (which may include asking you to confirm the instruction in writing) before we do. If we refuse an instruction, we may also take steps to reverse any action already taken on it.

9.3 We may require you to sign a separate agreement and mandate before you can use some types of electronic communication to send us instructions and to access some kinds of services and accounts. If there is any conflict, the terms of that agreement or mandate will override the terms of the **Authority**.

9.4 We can communicate with you by any reasonable means, including any form of electronic communication by which you can give us instructions.

## 10. Third Party Providers

10.1 You (or one of your authorised users) can instruct a **Third Party Provider** to access information on your **Account(s)** or make payments from your **Account(s)** online as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a **Third Party Provider** as if it were from you or the relevant user.

- 10.2 How you/an authorised user can use a **Third Party Provider** will depend on the type of online access you or they have on your **Account**. You won't be able to use a **Third Party Provider** to do anything you cannot currently do in relation to your **Account**. For example, if you have View Only Access, you won't be able to use a **Third Party Provider** to make payments but you could use a **Third Party Provider** to access information on your **Account**.
- 10.3 If you do not want a user to have access to **Third Party Providers**, you should ask us to remove that user's access to internet banking.
- 10.4 We may refuse to allow a **Third Party Provider** to access your **Account** if we are concerned about unauthorised or fraudulent access by that **Third Party Provider**. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. We won't tell you if doing so will undermine our reasonable security measures or otherwise be unlawful.
- 10.5 We may make available to a **Third Party Provider** a specific means of accessing your **Account**. If we do, and it tries to access your **Account** by a different way, we may refuse to allow that access.
- 10.6 If you (or an authorised user) provide consent to a **Third Party Provider** to access your **Account** data so they can provide account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to authorised users) with the **Third Party Provider** as is reasonably required for them to provide their services to you.
- 10.7 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even if you use a **Third Party Provider**.

# Section F – Overdrafts and charges

## 11. Borrowing from us

- 11.1 If we agree to give you an **Authorised Overdraft**, we will give you a separate facility letter setting out the overdraft terms and conditions, including the interest rate.
- 11.2 If we allow you an **Unauthorised Overdraft**, we will charge interest and fees as set out in our **Charges Brochure** or at **bankofscotlandbusiness.co.uk**. We calculate interest on the cleared daily balance of the new or excess overdraft. It is payable for the duration of the new or excess overdraft.
- 11.3 At any time we may withdraw or restrict any right to an overdraft or ask you to repay your overdraft. We do not have to give you advance notice before we do, but we will tell you in writing if we require repayment of your overdraft.

## 12. Payments made into your Account by mistake

- 12.1 If we discover we have credited a payment to your **Account** by mistake, or if a payment has been recalled by a bank that has made it, then we may immediately debit your **Account** with the amount of that payment, even if this results in your **Account** going into an **Unauthorised Overdraft**. If we are unable to return the funds to the payer, we can give information about you and your **Account** to the payer's bank so that they can recover the money. You must pay any charges and interest that may result from use of an **Unauthorised Overdraft** in these circumstances.

## 13. Fees, charges and interest rates

- 13.1 Our **Charges Brochure** explains how, when and what we charge for our services. The rates of interest paid on accounts and the balances on which those rates are payable are also available in our UK branches and on **bankofscotlandbusiness.co.uk**
- 13.2 You can contact your business management team to check your interest rates and to get details of interest rate changes at any time.
- 13.3 If we receive a payment for you, we may deduct our reasonable charges from the payment amount before applying it to your **Account**. We will not deduct any other charges from that money before paying it into your **Account**. Your regular bank statements or charges invoices, or any other way we agree to notify you, will tell you how much money we received and our charges for receiving it.
- 13.4 Before we deduct interest or charges for maintaining and running your **Accounts** in a charging cycle, we will give you at least 14 days' notice of how much we will deduct. Please refer to the **Charges Brochure** for details of charging cycles.
- 13.5 If we pay interest on credit balances on an account, as long as you have enough money in the account it will accrue daily on cleared credit balances and we will pay it monthly, unless we tell you otherwise. You are responsible for ensuring that you pay the relevant revenue authorities any tax liability due for interest earned on your **Account**.

# Section G – Making and receiving payments

## 14. Payment transactions to and from your Account, other than cheques

### 14.1 When will we process payments?

Working days only	Every day
Cheques*	Faster payments
Standing Orders	Transfers between Bank of Scotland personal accounts and business current accounts
Direct Debits	Debit and Cashpoint card payments
CHAPS	

The processing of cash payments is explained in condition 14.3.

Other payment types may have different processing times. These will show on your statement when we have added them to your account.

\*Sterling cheque drawn on a UK account.

Transfers to loan accounts are processed on working days.

### 14.2 How can you make payments into your account?

Payments in pounds can be made into your account by cheque, transfer from another account and in cash; and by cheque or transfer from international accounts in other currencies. Cut-off times for payments into your account depend on how the payment is made. The table below shows our cut-off times for receiving payments by cash, cheque or electronic transfer from another bank account.

Method	Cut-off time
Branch counter	The earlier of: (a) Branch closing time; (b) 5pm if the branch closes after 5pm; or (c) the branch counter closing time if the branch counter closes before the branch.
IDM (if available)	Branch closing time
Post Office* counter	As stated by the Post Office. The cut-off time depends on the type and method of payment you are making.
Cashpoint (that accepts payments in)	End of the day, or end of the next working day if it's paid in on a non-working day.
Electronic transfer from another bank account	End of the day
Our Mobile Banking app (cheque imaging)	10pm

### When will a payment show in my account and when can I use it?

#### 14.3 Paying in cash at Bank of Scotland before the cut-off time.

Some branches are open on non-working days, and after our branch counters have closed.

Other than explained below, if a payment or payment instruction is received after the cut-off time or on a non-working day, we will treat it as being received the next working day.

Method	Does cash show in your account that day?	Can you use cash the day it is paid in?
Branch counter	Yes	Yes - immediately after it is counted
IDM (if available)	Yes	Yes, once the IDM has confirmed receipt
Cashpoint (that accepts payments in)	No - we will count the cash the next working day. From that day, it will show in your account, you can use it and it will affect any interest you get or arranged overdraft interest you pay.	

Paying in cash through a Mobile Branch - in any day we will usually limit you to £5,000, of which no more than ten bags can be coin.



**If you pay cash into a Bank of Scotland Cashpoint on Monday, you will be able to use it as soon as we have counted it on Tuesday.**

- 14.4 For us to make a payment for you within the UK, we normally need the Sort Code and account number and any other details we ask for. For some payments we may ask for different details.
- 14.5 To make an international payment, we will also need the recipient's name and address and the recipient bank's name and address and identifier (e.g. IBAN number or BIC number). We may also need the recipient bank's SWIFT address or national clearing code.
- 14.6 You must check that the details are correct before asking us to make a payment.
- 14.7 Before we make a payment we will check we are dealing with you as set out in Section B and in line with the terms and conditions governing the service or **Payment Instrument** you use to give us the instruction, if relevant. We do not accept instructions by fax or email.
- 14.8 If a UK payment scheme service such as the **Current Account Switching Service** tells us that the recipient of one of your standing orders and/or bill payments has moved their current account to another bank participating in the **Current Account Switching Service**, we will update the recipient's new Sort Code and account number without further notice to you to ensure that your payment reaches the correct account within applicable timescales.
- 14.9 We must receive a payment instruction before the **Cut-off Time** on a **Business Day**. If we receive it after the **Cut-off Time** or on a non-Business Day, we will treat it as received on the next **Business Day**. If you ask us to make a payment on a future date, we will treat the instruction as received on that date.

- 14.10 We will make sure the amount of the payment reaches the payee's bank within the timescales below, from the **Business Day** we receive the instruction:

Currency	Destination	How long will the payment take from receipt of the payment instruction?
Sterling	A bank in the UK	The end of the next Business Day but Paper Payment Orders will take two Business Days.
Euro	A bank in the EEA (including UK)	The end of the next Business Day but Paper Payment Orders will take two Business Days.
Sterling	An EEA country	The end of the fourth Business Day.
Any other currency	A bank in the EEA or UK	The end of the fourth Business Day.
All currencies	A non-EEA country	We will tell you when we make the payment.

- 14.11 For payments within the **UK or the EEA**, the payee's bank must pay the funds into the payee's account on the day it receives the payment from us.
- 14.12 After we receive your payment instruction, you can cancel it by telling us in writing at any time up to the end of the **Business Day** before we are to make the payment or - in the case of a direct debit - we are due to debit your **Account**. If you want to cancel a payment after this time, you should contact us to ask if we can help (if we can help, we may charge you a fee for doing so and will tell you what this is before we take any action). If you ask us to cancel a direct debit instruction, you should also tell the person taking the payment so they do not try to take further payments. If you cancel a direct debit by telling the person who takes the payment, you must always tell us as well.

14.13 If we cannot make a Standing Order or future-dated payment from your **Account** because you do not have enough **Available Funds** on the **Business Day** it is to be made, we will try to make the payment again later on that **Business Day** and on the next **Business Day**. If we have been unable to make the payment after these attempts, we will charge you an unpaid item fee. We will cancel a Standing Order or future-dated payment if we cannot make four consecutive payments.

### Receiving electronic payments and cash deposits

14.14 If we receive an electronic payment for you in sterling or euro:

- ▶ on a **Business Day**, we apply the money to your **Account** and make it available for you when we receive it;
- ▶ on a non-Business Day, we apply the money to your **Account** and make it available for you on the next **Business Day**.

14.15 If sterling cash is paid into your **Account** at a branch counter on a non-Business Day, it will show in the account and you can use it on the day you pay it in. If sterling cash is paid in through deposit points or another deferred checking service, we receive the cash when we take the money from the machine and/or envelope. In some cases this might not be until the next **Business Day**. If you use these types of service we will tell you when you can expect us to receive the money. If you pay in cash in another currency, you should allow an additional **Business Day** before it will be available.

14.16 If you use a valid debit card to pay sterling cash into your **Account** at a Post Office<sup>®</sup>, it will be applied to your **Account** immediately.

If you use a personalised paying-in slip to pay sterling cash into your **Account** at a Post Office<sup>®</sup>, the cash will show in your **Account**, will be available for you to use and will affect any interest we pay or daily overdraft fee we charge when we receive it from the Post Office<sup>®</sup>. Usually this will be the next **Business Day** (two extra **Business Days** if you pay in after the Post Office's cut-off time). Please ask the Post Office<sup>®</sup> you intend to use what their cut-off time is for accepting cash deposits and for any limits to the amount of cash you can pay in.

14.17 There may be limits to the amount of cash you can deposit depending on which service or deposit method you choose. We will let you know if a limit applies when you make a deposit.

### Making and receiving payments in currencies other than sterling or euro

14.18 Your **Account** is in sterling (GBP). Payments will be shown on your **Account** in sterling and made in sterling unless otherwise agreed.

14.19 If you ask us to make, or if we receive, a payment in another currency we will convert it using our current standard exchange rate unless we agree a different rate with you first. We may change our standard exchange rates at any time and without notice to you. Such changes to an exchange rate apply immediately. You can normally get details of our current exchange rates and our charges for international payments by phoning the number given in the payment transaction brochure. We will tell you if you should phone a different number.

14.20 For payments received in currencies other than sterling, we make the money available to you after converting the payment into sterling. Where the funds are received in an **EEA currency** before the end of a **Business Day**, the money will be available to you on that day. Otherwise, the funds will be available to you on the next **Business Day**. Payments received in **non-EEA currencies** may take longer to be available. How long this takes depends on when we receive the payment and the foreign exchange market for that currency. We give more information in our payments brochures.

14.21 In certain circumstances, we may refuse to accept a payment into the account, for example if a regulatory requirement means we must reject it.

14.22 For international payments in any currency to a bank account in the **UK or the EEA** or in euro or another **EEA currency** or sterling to a bank account in Switzerland, Monaco or San Marino, you will pay our charges and the recipient will pay their bank's charges.

We will not always be able to tell you in advance what the recipient's bank's agents will charge.



## For any other international payments made through:

- ▶ internet banking, you will pay only our charges and the recipient will pay their bank's charges and those of any agent bank;
- ▶ one of our branches or telephone banking you may opt: a) to share charges in the same way as non-EEA payments through internet banking or b) to pay all charges, where you also agree to pay the charges of any agent bank. If you choose to pay all charges, we will charge our fee and the correspondent bank fee and you will not be charged any agent's fees (the recipient bank may still charge its customer a fee). The amount of the correspondent bank fee depends on the location of the recipient bank.

## 15. Cheques

- 15.1 We will pay cheques that reasonably appear to us to have been issued by you. You must tell us in writing (and give us specimens of the signatures) if you wish to issue cheques signed with the facsimile or other printed signature of an authorised signatory – for example by pre-printing or lasering. As we pay such cheques without further confirmation, you must ensure that cheques with facsimile or other printed signatures are kept secure and are not available to anyone you have not authorised to use them.
- 15.2 Banking of cheques for payment is subject to the rules, and clearing processes, of any cheque clearing systems we use.
- 15.3 We do not have to pay any cheque that is presented more than six months after the date on the cheque.

### Sterling cheques (paid in at the Bank of Scotland or any other bank in the UK, Isle of Man, Gibraltar or Channel Islands and Post Offices)

- 15.4 Payments show in your **Account** on the **Business Day** we receive the cheque – if you pay it into a Cashpoint, this will be the next **Business Day** after you pay it in. The table below explains what happens while the cheque is being 'cleared' (collected from the other bank) under the next **Business Day** cheque clearing cycle ('Cheque Imaging' process).

Cheque clearing process	When will the payment affect any interest we pay or charge?	When will the payment be available to use?	When can the cheque be returned unpaid?
Next Business Day cheque clearing cycle ('Cheque Imaging Process')	By 23.59 on the Business Day after we receive the cheque.	From 23.59 on the Business Day after we receive the cheque, at the latest.	Up to 23.59 on the Business Day after we receive the cheque.  From then on, we cannot take money from your <b>Account</b> without your consent if the cheque is returned unpaid, unless you have been fraudulent.

- ① If you pay in a cheque at a Post Office, you should add an extra Business Day to the process timings or two extra Business Days if you pay it in after the Post Office's Cut-off Time. You can pay in cheques at Post Offices using a personalised paying-in slip and a cheque deposit envelope. Please ask the Post Office<sup>2</sup> you intend to use what their Cut-off Time is for accepting cheque deposits.

### Cheques in other currencies

- 15.5 We may choose to 'negotiate' a foreign cheque or 'collect' it. If we negotiate the cheque we buy it from you by paying into your **Account** the sterling equivalent of the cheque on the day it is processed using the relevant Bank of Scotland exchange rate prevailing on that day. The amount is usually paid into your account within six business days after you pay in the cheque (but may sometimes take longer because of public holidays or postal delays). If we collect the cheque we will pay into your **Account** the sterling equivalent of the cheque on the day we receive payment from the paying bank, using the relevant Bank of Scotland exchange rate on that day. You can get details of Bank of Scotland exchange rates from your business management team.
- 15.6 If the foreign bank returns the cheque or asks for the money to be returned, we will take the sterling equivalent from your **Account**, using the Bank of Scotland exchange rate on the day we debit your **Account**.
- 15.7 Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions. We will tell you if this is the case.

# Section H – When we can refuse instructions or suspend an Account or service

## 16. Stopping a Payment Instrument

- 16.1 We can stop or suspend your ability to make payments using any **Device** or **Security Details** if we reasonably consider it necessary because of:
- ▶ security – including if you tell us you have lost your **Device**;
  - ▶ suspected unauthorised or fraudulent use of a **Device** or your **Security Details**; or
  - ▶ a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.
- 16.2 If we stop or suspend in this way, we will act in a reasonably appropriate way. We will try to contact you in advance to tell you we are doing this and why, unless the law prevents us or we reasonably believe it could undermine our security measures. If we cannot tell you in advance, we will tell you as soon as possible afterwards. If we stop a card or other **Device** you must not use it and we can keep it – for example by retaining it in an ATM – if you try.

## 17. Stopping or refusing a payment instruction

- 17.1 We can refuse to make a payment where it is reasonable to do so, for example if:
- ▶ it exceeds a limit we set (such as a spending limit on a card);
  - ▶ you are in breach of this agreement;
  - ▶ you don't have enough **Available Funds**;
  - ▶ (where your **Account** is overdrawn) there is a significantly increased risk that you will be unable to pay us what you owe;
  - ▶ we (or the systems we use) reasonably suspect the payment instruction is fraudulent; or
  - ▶ we are otherwise unable to make a payment under this agreement.
- 17.2 Where we reasonably suspect a payment instruction involves illegal or fraudulent activity, we may ask you to take further steps to verify that the payment is not illegal or fraudulent or give you time to cancel your payment before we process it. We might do this where we think it's likely someone has tricked you into making the payment.

In these circumstances, we may:

- ▶ not accept your payment instruction until you have provided confirmation that you have taken the further steps and have confirmed that the payment is genuine, or
- ▶ pause our processing of your instruction up to the payment processing time limits set out in these conditions. This could give you time to check the destination of the payment, talk to someone about the payment and/ or tell us you wish to cancel it. If you do not contact us to cancel your payment instruction before we process it, we may be unable to recover the funds from the recipient.

Where we (or the systems we use) still reasonably suspect the payment instruction is fraudulent after you have carried out further steps, we can refuse to make a payment.

- 17.3 If we have refused the payment instruction or we cannot act on it we will, unless a regulatory requirement prevents us, notify you of or make available to you, the reason we could not execute it. We will do this as soon as possible and in any event by the time the payment should have reached the payee.
- 17.4 If we can't make a payment because you gave us incorrect information, we will tell you how to put this right if you ask us.
- 17.5 We may not be able to carry out a payment instruction if the bank or building society you are sending the payment to cannot accept Faster Payments. If we cannot make a payment for this reason we will tell you, or make this information available to you, and can advise on other ways to make the payment. We will not make the payment until we have received an instruction from you that we can properly execute by another method.

## **18. Suspending access to Accounts or services**

- 18.1 We may suspend an account, facility or service if we think you no longer want it because you have not used it for a long time, or are no longer eligible for it. We will give you two months' notice in writing before doing so.
- 18.2 We may suspend an account, facility or service if we reasonably suspect fraud or unauthorised access, if you have failed to give us information we are required by law to hold about you or if a regulatory requirement means we have to. We do not have to tell you in advance before we do this.

# Section I – Who is responsible for any loss?

## 19. Refunds

- 19.1 It may be that you give us a payment instruction for a transaction or series of transactions to be initiated by or through a payee (except a direct debit) but:
- ▶ your authorisation did not specify the exact amount of the payment; and
  - ▶ the amount is more than you can reasonably expect to pay based on the circumstances, including your previous spending patterns.

If so, and you request the refund within eight weeks from the date when the funds were debited, we will refund the full payment amount. This does not apply if you gave consent for the transaction directly to us and we gave you information about the payment at least four weeks before it was made.

- 19.2 We may ask you to provide such information or further information as we consider reasonably necessary to show that the payment satisfied these requirements.
- 19.3 We will refund the payment or tell you our reasons for not refunding it within **10 Business Days** of receiving your request (or of receiving any more information we ask for).
- 19.4 If a direct debit has been incorrectly taken from your **Account**, your refund rights under the relevant **Direct Debit scheme** will apply. You should tell us as soon as you think there has been an incorrect direct debit payment so that we can arrange a refund.

## 20. Unauthorised or mistaken payments

- 20.1 Unless we say otherwise in the terms and conditions governing the use of the relevant **Payment Instrument**, this section states your liability for:
- ▶ unauthorised transactions arising from the use of a lost or stolen **Payment Instrument** linked to your **Account**; or
  - ▶ loss, theft or misuse of the security features of a **Payment Instrument** linked to your **Account**.
- 20.2 You must notify us by telephone or in writing

using the contact details available online or in your **Need to Know Brochure** as soon as possible after you become aware of any incorrectly executed transaction or any unauthorised transaction on your **Account** (even where you use a **Third Party Provider**), and in any case within 13 months of the transaction date.

- 20.3 If we made a payment incorrectly because you gave us the wrong details, we are not responsible but will try to trace and recover the funds if you ask us. We will not charge you for trying to trace the payment but can charge you our reasonable costs for recovering the funds. Please see Section M for information about Confirmation of Payee and how this may affect refunds.
- 20.4 If we need to investigate a transaction on your **Account**, we may require you to co-operate with us and the police, if we need to involve them. We may need you to give us confirmation or evidence that you have not authorised a transaction.
- 20.5 You are responsible for ensuring that cheques you issue are correctly and legibly completed and signed.
- 20.6 Nothing in this agreement excludes our liability for fraudulent misrepresentation by us, our employees or agents, our liability for death or personal injury caused by our negligence or the negligence of our employees or agents, your refund rights under the **Core Scheme Rules**, or any other liability on our part that the law says we cannot exclude.

## Micro-enterprises

- 20.7 This section explains our obligations if you are a Micro-enterprise and:
- ▶ we are responsible to you for an incorrectly executed payment transaction or cheque payment on your **Account**, or
  - ▶ you tell us there has been an unauthorised transaction on your **Account** or unauthorised cheque payment on your **Account** and we cannot show that the payment was in fact authorised.
- 20.8 If this is the case, we will (unless we have reasonable grounds to suspect fraud or another

term of this agreement says you are liable for the transaction) refund to your **Account** the amount of the transaction or payment. We will also refund any interest and charges:

- ▶ directly incurred on the account because of the transaction or payment; or
- ▶ which would not have been incurred had we executed the transaction or payment correctly or had the unauthorised transaction not been made.

We will do this by the end of the next **Business Day** after we become aware of the incorrect or unauthorised transaction. Beyond this we have no further liability for such a transaction.

20.9 If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

20.10 Otherwise you will not be liable for any unauthorised transactions made using your **Device** or **Security Details**, unless we can prove you have been grossly negligent with your **Device** or **Security Details**.

20.11 If we can prove this, you will be liable for all payments from the account that we could not stop, but you will not be liable for a payment: (i) after you have told us the **Device** or **Security Details** have been lost, stolen or could be misused; (ii) if we have failed to tell you how to report your **Device** or **Security Details** as lost, stolen or capable of being misused; (iii) if you could not have detected that your **Device** or **Security Details** were liable to misuse (including because you did not receive them), or (iv) we did not apply **Strong Authentication** for the payment when a regulatory requirement said we should.

20.12 If a payment instruction is initiated by a payee (e.g. a direct debit) and:

- ▶ you are the payee, we are responsible only for correctly transmitting the payment order to the payer's bank. If we have done this incorrectly, we will make immediate efforts to trace the payment transaction if you ask us to and we will notify you of the outcome;
- ▶ you are the payer, we are responsible to you for a failure to execute the payment transaction or for incorrectly executing it only if the payment order has been correctly transmitted to us.

## Customers who are not Micro-enterprises

20.13 If you are not a Micro-enterprise, the **Payment Services Regulations** do not apply to you to the fullest extent possible.

20.14 If we incorrectly execute a payment transaction on your **Account**, or fail to execute it, we are liable to you for reasonable losses you incur (unless you have not provided us with all of the required information) if:

- ▶ they arise directly from our breach of this agreement or our negligence; and
- ▶ in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from that breach or negligence.

20.15 Our liability to refund any incorrectly executed transaction is limited to the total of:

- ▶ any amount necessary to reimburse you as required by law regarding the transaction pursuant to which our breach or negligence occurred; and
- ▶ if relevant, any additional amount of interest and charges you directly incur on the account that you would not have incurred otherwise.

Beyond this we have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

20.16 We are not liable for the defective execution or payment of cheques unless we are negligent or in breach of contract. If you tell us there has been an unauthorised cheque payment on your **Account** we are only liable to you if we are reasonably satisfied that you did not authorise the cheque. If we are liable to you we will refund the amount of any payment wrongly paid away, and any charges or interest you paid as a result of it. We will also pay you any interest we would have paid you on that amount. Beyond this we will have no further liability to you.

20.17 You are liable for unauthorised transactions if you have acted fraudulently or have, with intent or gross negligence, failed to take reasonable steps to keep safe your **Device** or the **Security Details**. Otherwise, if we are reasonably satisfied that a transaction was unauthorised, we will refund to your **Account** the amount of the transaction and any interest and charges directly incurred on the account because of it. Beyond this we will have no further liability to you for an unauthorised transaction.

# Section J – Changes to this agreement

## 21. How and when we can make changes

21.1 We may change any provision of this agreement at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible we will give you at least two months' notice of such changes. If this is not possible, we will give you as much notice as we reasonably can.

21.2 We may also change any provision of this agreement for any other reason, but will tell you in writing at least two months before we make any such change.

21.3 We will regard you as accepting a change on the day it comes into effect unless you tell us before that date that you refuse to accept the change. If you tell us this, then:

- ▶ you can close the account at any time before that date if you repay any amounts you owe us on the account before you do so; or
- ▶ if you do not close your **Account** before that date, this agreement will terminate the day before. Any balance you owe us on the account becomes immediately due and payable on termination.

21.4 We may also:

- ▶ change any of our charges at any time – we will tell you at least two months before the change to the charge takes effect;
- ▶ change our interest rates at any time and without notice to you if such a change is either:
  - i. to your advantage; or
  - ii. a change to a **Reference Interest Rate**.

In either case we will tell you about the change by making details available in our branches and on our website within three **Business Days** of making the change or by telling you personally within 30 days of making the change.

21.5 We cannot change terms that we tell you are fixed, such as interest rates fixed for a set period.

# Section K – Ending this agreement and closing Accounts

## 22. When the agreement ends

22.1 This agreement continues until terminated in line with this section. The table shows how the agreement (or any account, service or additional conditions) can be ended. If we end it, we will act in a way we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason	One month (in writing)
Us	Any information you have given us (whether connected with this agreement or not) is significantly inaccurate. You fail at any time to meet any checks required by law or regulation. Closure is required by the order of any court, a direction or decision of a regulator or any other legal or regulatory requirement. If this is the case, we may be required to terminate our entire relationship with you. You have seriously or repeatedly broken this agreement in any other way.	None
	We reasonably consider that: <ul style="list-style-type: none"> <li>▶ there is illegal or fraudulent activity on or connected to the Account;</li> <li>▶ you are or may be behaving improperly – for example in a threatening or abusive way; or</li> <li>▶ by continuing the agreement we (or another company in the Lloyds Banking Group) may be exposed to action from a government, regulator or other authority or may break a regulatory requirement.</li> </ul>	None
	Any material litigation is – or material administrative, criminal or judicial proceedings are – being taken against you when this agreement is signed and you did not inform us in writing of it before entering into this agreement. 'Material' means likely, if successful, to have a damaging effect on your business.	None
	We reasonably believe you cannot pay your debts (to us or any other person), or any formal action is taken against you to initiate administration, insolvency or bankruptcy proceedings, or you take any action (including entering negotiations) with a view to readjusting, rescheduling, forgiving or deferring any part of your debts.	None

By	Reason	Notice
Us	You are a limited liability partnership, and a Member ceases without our written consent to be a Member or you cease for any reason to be a limited liability partnership.	None
	You are a charitable incorporated organisation and the trustees arrange for your Members to make a dissolution resolution.	None
	You are a corporate entity with limited liability and you cease for any reason to be a corporate entity, unless you are an incorporated charity and you have given us notice of the alteration of your incorporated status.	None
	You are a non-incorporated entity and any Member ceases without our written consent to be a Member or you cease for any reason to be recognised as a club, charity, society or non-personal trust Account, as applicable.	None
	Any other reason.	Two months (in writing)

22.2 We will not charge you for ending this agreement.

## 23. Closing Accounts

23.1 If we close an account or end this agreement or a benefit or service, we will not be liable to compensate you for any loss of tax benefits or other consequential or indirect losses.

23.2 Closing an account does not release you from liability for any sums owing to us or from any previous liability or **Indemnity** for any act we have performed in line with instructions that you or an authorised signatory gave us under the **Authority**. Any balance you owe us on an account will become immediately due and payable on closure of the account.

## Section L – Other important terms

### 24. Communicating with you

- 24.1 If you are registered for internet banking, we will normally provide an electronic statement each month and will let you know it is available by sending you an email. If you are not registered for internet banking or if you choose to receive statements by post, we will normally provide a paper statement each month. We may not issue statements (either electronic or paper) if there are no payments out of the account, but we will still provide a statement at least once a year. Each statement will set out all the payments into and out of your **Account** and will contain other information about those payments.
- 24.2 If you have registered for internet banking, you can also view your **Account** transactions online.
- 24.3 If you prefer, you can ask us:
- ▶ for information about payments at any time; and
  - ▶ if you get monthly paper statements, to provide statements less frequently than monthly.
- 24.4 You must check bank statements, invoices, confirmations and communications sent to you within a reasonable time after receiving them and must tell us as soon as possible of any apparent mistake or discrepancy. Delay in notification may make it harder for us to correct mistakes.
- 24.5 We'll never phone, text or email you asking for your **Security Details**. If we suspect fraud or other security threats in relation to your **Account**, we will contact you in a fast and secure way (using the contact details we have for you) to tell you what you need to do. This may include SMS, online notifications, post, or any other appropriate messaging service.
- 24.6 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details.

- 24.7 The language of this agreement is English. Information we provide, make available or notify to you will be in English.

### 25. Force majeure and sanctions

- 25.1 Sometimes we are prevented from, hindered, or delayed in performing our obligations under this agreement for abnormal and unforeseeable reasons beyond our control. (These things include strikes, lock-outs or other labour disputes; act of God, war, riot, civil commotion or malicious damage; accident, breakdown or other failure of equipment, software or communications network; fire, flood, or other event affecting the supply of goods or services.) If so, then despite anything in the rest of the agreement, we are not liable to you and need not perform our obligations under this agreement to the extent that we are so prevented, hindered or delayed.
- 25.2 We and any member of the **Lloyds Banking Group** may be subject to sanctions, embargoes or both, imposed by the international community **including the UK**, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action under an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the **Lloyds Banking Group** or any of our or their respective employees of any sanction or embargo whether or not imposed **in the UK**. We are not liable for any loss, damage, cost or expense if this happens. We may disclose to the relevant authorities such information regarding instructions and payments as may be required.

### 26. Using money between Accounts

If you owe us money on an account – including a loan, current, savings or other account – we may use money in your other accounts with us to reduce or repay what you owe us without telling you before we do so. We can do this by using set-off or otherwise. We can do it by transferring money directly between accounts or we can combine the balances of one or more account and then use the combined credit balance to reduce or repay the amount you owe us



## 27. How we apply insurance money

If you have taken out a general insurance policy through us in connection with one of our accounts, we will hold any money we receive in relation to the insurance in our capacity as a bank approved by the Prudential Regulation Authority and the Financial Conduct Authority, rather than as a trustee for you (or in Scotland as an agent for you). This includes premiums, claims payments and premium refunds paid to us by the insurer. The Financial Conduct Authority's client money rules do not apply to the money.

## 28. Notices

28.1 Other than notifications of interest rate changes, any notice that you or we give each other regarding your **Account** must be written. When we give you a written notice, we will use one or more of the following options: a letter, email, text, statement, statement insert or message provided to you via Internet Banking service or another way that is sent to you individually. We will always use a way that we reasonably think is likely to come to your attention and satisfies regulatory requirements.

28.2 Your notices to us may be posted to the branch where the account is held or where your business management team is based, or for any **Authority** variations via Internet Banking, sent electronically to a specified address notified by us to you. We will not accept by email the service of any proceedings or other documents by you in a legal action or in contemplation of court proceedings.

28.3 We will send you notices at the address you have given us for correspondence. We or you may change address for communication by giving seven days' written notice to the other party.

28.4 Date of receipt of any communication to you or us

- ▶ Any notice sent by first class post in the UK is regarded as having been delivered on the second **Business Day** after posting; or, if sent by second-class post, on the fourth **Business Day** after posting.
- ▶ Any notice sent from outside the UK shall be deemed to have been delivered on the eighth **Business Day** after posting.
- ▶ Any notice sent by email before 4pm on a **Business Day** shall be deemed to have been delivered on that day, but otherwise on the next **Business Day**.

## 29. Third party rights

This agreement does not confer or intend to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 30. No waiver

30.1 We may not always strictly enforce our rights under this agreement; for example, we may allow you more time to pay what you owe. If we do this, it will just be a temporary measure and does not stop us enforcing our rights in the future.

## 31. Governing law and jurisdiction

31.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed and construed in accordance with either the laws of England and Wales if your **Account** is held in England and Wales or the laws of Scotland if your **Account** is held in Scotland. The courts of either England and Wales or of Scotland (depending on where your **Account** is held) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).

# Section M – Important information and how we are regulated

This section sets out important information about us and how we are regulated. It does not form part of your agreement with us.

## 32. How we are regulated

- 32.1 We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under Registration number 169628.
- 32.2 To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk) or call the FCA on **0800 111 6768**.
- 32.3 We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, particularly about our text-messaging service, you may also be able to put it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org.uk](http://www.ofcom.org.uk) telephone **020 7981 3040**, fax **020 7981 3333** or textphone **020 7981 3043**.

## Industry codes and memberships

- 32.4 We are a member of the UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more.
- 32.5 We follow The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- 32.6 Eligible deposits with us are protected by the Financial Services Compensation Scheme.
- 32.7 We follow advertising codes regulated by the Advertising Standards Authority ('ASA'). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk) Or call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk) fax them on **020 7242 3696**. Or you can write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

## Dormant balances

- 32.8 We participate in the unclaimed assets scheme set up under the Dormant Bank and Building Society Accounts Act 2008. It enables money in dormant accounts (i.e., accounts that have been inactive for 15 years or more) to be distributed for community benefit while allowing customers to reclaim their money.
- 32.9 Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL), a not-for-profit reclaim fund authorised and regulated by the Financial Conduct Authority.
- 32.10 If we transfer the balance of your **Account** to RFL, you will have the same rights against RFL to reclaim your balance as you would have done against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on behalf of RFL. Therefore, you should continue to contact us in the usual way if you have any questions or complaints about dormant accounts or balances.
- 32.11 Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). Any transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.
- ## 33. Confirmation of Payee
- 33.1 We participate in Confirmation of Payee (CoP), a scheme that aims to reduce fraud and misdirected payments by helping to stop payments going into the wrong account. CoP checks the name on the account against the name and other bank details you give us when sending certain payment types in branch, online or on the phone.

- 33.2 When you set up a new payment recipient, we will ask the recipient's bank to check that the name on the account matches the name you have given us. If the other bank is making CoP checks, they will tell us if the name matches, doesn't match or partially matches. They will also tell us whether it is a personal or business account or whether the account has switched to another bank. We will then relay this information to you. If the name isn't a match, we will ask you whether or not you want to continue as we may not be able to get your money back if the payment goes to the wrong account. If we tell you the name does match and you make a payment that goes to the wrong account, you may be entitled to a refund, depending on the circumstances.
- 33.3 If someone sets you up on their account as a new recipient and CoP checks are made, their bank will make these checks with us about you and your **Account**. This means we will give information about you and your **Account** to the other bank, who will pass this to their customer. This information can include (i) your **Account** name; (ii) the type of account you hold being a business account; and (iii) whether your **Account** has switched to another bank. For more information about how we can use your data and your rights, please see our privacy notice (including the 'Your Rights' section) at [bankofscotland.co.uk/business/privacy](https://bankofscotland.co.uk/business/privacy)

## 34. Help and information

- 34.1 For a copy of this agreement or any brochure please contact your business management team or see our website [bankofscotlandbusiness.co.uk](https://bankofscotlandbusiness.co.uk). If you have any questions about your **Account** or need more information, please contact your business management team.
- 34.2 We aim to provide the highest level of customer service. However, if you experience a problem, we will always seek to resolve it as quickly and efficiently as possible. If something has gone wrong please tell any member of staff. Our complaint procedures are also published on our website: [bankofscotland.co.uk/business/contactus](https://bankofscotland.co.uk/business/contactus). If you disagree with the decision we make, you may be able to refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at [www.financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)
- 34.3 You should let us know as soon as possible if your business is facing financial difficulties. We will always seek to help you and develop a repayment plan with you.



The Clear English Standard applies to the wording only.

## Get in touch



[bankofscotland.co.uk/business](https://bankofscotland.co.uk/business)



0345 300 0268



Visit your local branch

If you'd like this in another format such as large print, Braille or audio CD please contact us.

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

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

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

We adhere to The Standards of Lending Practice, which are monitored and enforced by the LSB [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on Lloyds Banking Group can be found at [lloydsbankinggroup.com](https://lloydsbankinggroup.com)

Information correct as at: January 2023.



**BANK OF  
SCOTLAND**