

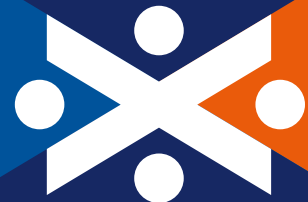
COMMERCIAL BANKING

## Core Banking Agreement



# SWIFT MT101 Outward

Product & Services  
Terms & Conditions



**BANK OF  
SCOTLAND**

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Core Banking Agreement  
("The Agreement") contains  
terms, conditions and  
important information that  
apply to certain of our  
products and services.  
Those products and services  
can be identified as they  
state in the header  
Core Banking Agreement.

# Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



## Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



## Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



## General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

## You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at [bankofscotland.co.uk/corebankingagreement](http://bankofscotland.co.uk/corebankingagreement) or request a copy from your relationship team.

...the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date of dates of execution of the application form for these Product & Services Terms & Conditions.

l. **Commission**  
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

...disclosed to it lawfully by Party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

iii. 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 the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

iv. is trivial or obvious,

v. and (for the avoidance of doubt) the iSITE Service and the iSITE Guide are **Confidential Information**.

o. **Consent to Rely**  
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

p. **Control**  
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

q. **Control Account**  
has the meaning given to it in clause 23.6.

r. **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.

...Company  
has the meaning given to it by section 1159 of the Companies Act 2006.

v. **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.

w. **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.

## ▶ ACCOUNT

means any Undesignated Account, Designated Client Account or Client Own Name Account or any other account type identified by us in writing from







# 1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

## Customer Account

means the accounts at the **Executing Bank** identified on your Application Form for this service or as otherwise agreed in writing from time to time;

## Executing Bank

means the bank which receives the **MT101** from the **Forwarding Bank**;

## Forwarding Bank

means Lloyds Bank plc;

## MT101

means a message sent from the **Forwarding Bank** to the **Executing Bank**, for the purpose of debiting a specific account you hold with the **Executing Bank** and effecting an onward transfer to a client selected beneficiary or account;

## Service

means the forwarding, by us, of requests for transfer to nominated financial institutions, using electronic banking channels provided by us; and

## SWIFT

means **Society for Worldwide Interbank Financial Telecommunication**, and it supplies secure messaging services and interface software to wholesale financial entities.

# 2. Authorisation

- 2.1 The **Forwarding Bank** will provide the **Service** to you in accordance with the terms of these Product & Services Terms & Conditions. The **Forwarding Bank** will be acting on your behalf in sending your instructions (in the form of a **MT101**) to the **Executing Bank**.
- 2.2 You warrant to us that the **Executing Bank** is authorised to accept any properly authenticated request and/or message transmitted by the **Forwarding Bank** at your request in relation to the **Customer Account** (the "Request for Transfer").
- 2.3 When the **Executing Bank** receives a Request for Transfer from the **Forwarding Bank**, you agree that the **Executing Bank** will make a payment in accordance with the Request for Transfer.
- 2.4 Furthermore you acknowledge that any instruction sent or received via **SWIFT** will be subject to **SWIFT** rules and standards.
- 2.5 Instructions given by you to the **Forwarding Bank** must specify the account number to which the instruction relates.
- 2.6 The **Forwarding Bank** may provide to the **Executing Bank** any information relating to you or your accounts which the **Forwarding Bank** considers relevant to instructions being provided.

# MT101

means a message sent from the Forwarding Bank to the Executing Bank, for the purpose of debiting a specific account you hold with the Executing Bank and effecting an onward transfer to a client selected beneficiary or account.

### 3. Cut-off times

3.1 Unless there are specific cut-off times provided in these Product & Services Terms & Conditions, you can find our generic payment cut-off times in the General Information On Payments, Charges & Contacts.

### 4. Charges

4.1 The **Forwarding Bank** will invoice you each month for the charges arising under or in connection with these Product & Services Terms & Conditions (as set out in the Charges Schedule to these Product & Services Terms & Conditions), and by way of settlement you hereby authorise the **Forwarding Bank** to debit the charges shown on the invoice from the **Customer Account**. The **Forwarding Bank** will debit the **Customer Account** with the relevant amount not less than 14 calendar days after the date of invoice.



## 5. Liability

- 5.1 The **Forwarding Bank** shall not be liable for any loss, damage, injury, interruption, delay or non-performance arising out of late delivery, error or omission in the sending of instructions by you or on your behalf or any delay or failure by the **Executing Bank** to make a payment in accordance with the Request for Transfer.
- 5.2 Any representation made or warranty given by a **Forwarding Bank** employee or other servant or agent of the **Forwarding Bank** in relation to these Product & Services Terms & Conditions shall not bind the **Forwarding Bank** unless confirmed in writing.
- 5.3 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled Refunds for incorrectly executed payment instructions, Refunds for incorrect payment amounts/sums and Refunds for unauthorised transactions in the Relationship Terms & Conditions. Any limitation on your liability under the section titled Your responsibility for unauthorised transactions in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

## 6. Termination and changes

- 6.1 In addition to our rights in the Relationship Terms & Conditions, we may, at our option, terminate or suspend the supply of the **Service** forthwith by notice to you if any financial institution or network operator which we use to provide the **Service** is no longer willing to provide the necessary services to us to allow us to continue to provide the **Service** to you.
- 6.2 The effect of instructions sent/received before termination of the **Service** shall not be affected by such termination.



# 14 DAYS

The Forwarding Bank will debit the Customer Account with the relevant amount not less than 14 calendar days after the date of invoice.



## 7. Other terms

- 7.1 In consideration of the **Forwarding Bank** accepting any instruction pursuant to **The Agreement** you agree, to indemnify the **Forwarding Bank** against all claims, demands, liabilities, costs charges and expenses whatsoever which may be incurred by the **Forwarding Bank** by reason or as a consequence of the **Forwarding Bank** providing the **Service** to you.
- 7.2 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 7.3 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 7.4 and clause 7.5, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 7.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 7.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

## 8. Contact details

- 8.1 You can contact us:




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by email at  
**GRPLloydslinktech**  
**@Lloydsbanking.com**




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by post at  
 Lloyds Client Servicing,  
 Commercial Banking  
 Operations, Citymark,  
 150 Fountainbridge,  
 Edinburgh EH3 9PE




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or by such other contact  
 methods as we may from time  
 to time advise you

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- 8.2 Further contact details are set out within the General Information On Payments, Charges & Contacts.

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## ▶ AGREE TO INDEMNIFY

In consideration of the Forwarding Bank accepting any instruction pursuant to The Agreement you agree, to indemnify the Forwarding Bank against all claims, demands, liabilities, costs charges and expenses whatsoever which may be incurred by the Forwarding Bank by reason or as a consequence of the Forwarding Bank providing the Service to you.

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