

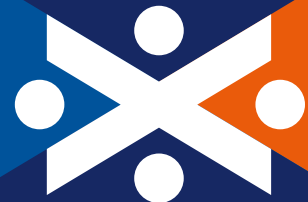
COMMERCIAL BANKING

Core Banking Agreement



SWIFT MT940 Inward

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 or request a copy from your relationship team.

...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 or 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 a party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

...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

...is trivial or obvious,

...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 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.

Commencement Date

means a date to be agreed in writing between you and us for the commencement of the **Service**.

Customer Account

means the bank account(s) held at the **Forwarding Bank** as you may specify from time to time.

Customer Information

means balances and/or statements relating to the **Customer Account**.

Forwarding Bank

means the bank which will send the **MT940** to us.

MT940

means an electronic account statement that is an international standard developed by **SWIFT** for the paperless transmission of account information.

Service

means the receipt of **MT940s** as sent to us by other financial institutions, and the publication of the same message on your electronic banking channel, as offered by us.

SWIFT

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

2. Commencement of Service

2.1 We shall provide the **Service** to you as from the **Commencement Date**.

2.2 You shall provide us with any information that we need in order for us to provide you with the **Service**. You shall procure that the **Forwarding Bank** shall liaise with us to ensure that the **Customer Information** can be provided by the **Forwarding Bank** in an acceptable form whenever required.

2.3 The provision of the **Service** will be subject to **SWIFT** rules and regulations.

CHARGES

The charges for the Service shall be calculated in accordance with our tariff (as set out in the Charges Schedule to these Product & Services Terms & Conditions).

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 charges for the **Service** shall be calculated in accordance with our tariff (as set out in the charges schedule to these Product & Services Terms & Conditions).
- 4.2 Unless otherwise agreed by us, we will invoice you monthly and payment will be made by way of direct debit.

5. Our liability

- 5.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance whatsoever, however caused or however arising in relation to the provision of the **Service**, except to the extent that it is directly caused by our fraud, wilful default or negligence.
- 5.2 We shall not be bound by any representation or warranty given by any of our employees or agents in connection with the **Service** unless it has been confirmed in writing by someone who is authorised to make such representations or warranties on our behalf.
- 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.

LIABILITY

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.

7. Other terms

- 7.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 7.2 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 7.3 and clause 7.4, 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.
- 7.3 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.
- 7.4 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:



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



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



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

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



▶ **WEBSITE COPIES**

You can also find a copy of the
Relationship Terms & Conditions, the
General Information On Payments,
Charges & Contacts and each set of
Product & Services Terms &
Conditions on Our Website

