

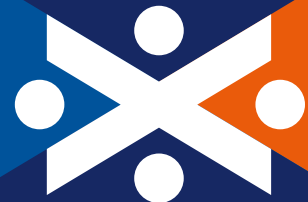
COMMERCIAL BANKING

Core Banking Agreement



Branch Delivery Service

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.

...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 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 the Disclosing 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.

...the company as 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

BGC

means bank giro credit from a UK clearing bank or UK building society.

Bundle

means a bundle of up to 250 **Cheques** accompanied by a **BGC** and associated add listing.

Charges

means the applicable charges for the **Service** payable by you to us and referred to in clause 6.

Cheques

means, for the purpose of the **Service**, the following provided that they are payable in sterling and drawn on a UK clearing bank or UK building society:

- ▶ Cheques, Travellers Cheques and Bankers Drafts;
- ▶ Government Payable Orders and Warrants issued by HM Paymaster General; and
- ▶ UK Postal Orders.

Clearing Centre

means the premises, nominated by us, at which your **Cheques** and **BGCs** will be processed.

Customer Preparation Checklist

means the checklist provided by us to you detailing the way that **Cheques** and **BGCs** should be presented into the **Clearing Centre**.

Security Carrier

means the security carrier contracted by you (and acting solely on your behalf) to transport the **Cheques** from you and deliver them to the agreed branch.

Service

means the Branch Delivery Service provided pursuant to these Product & Services Terms & Conditions.

2. General

- 2.1 These Product & Services Terms & Conditions apply to you to the extent that we have agreed to provide you with the **Service**. Subject to clause 2.2, 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.
- 2.2 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.
- 2.3 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.



3. The Service

- 3.1 The features and operation procedures of the Service are set out here, in clause 4 and in the Customer Preparation Checklist.
- 3.2 We shall perform the Service with reasonable skill and care and take reasonable steps to ensure that no **Cheques** are lost, damaged or destroyed whilst in our actual physical possession and/or control.
- 3.3 Until receipt by us of written notice from you to the contrary, we will accept from you or your Security

Carrier sealed **Bundles** of Cheques (together with the relevant documentation) as you or your Security Carrier may deliver from time to time to the agreed branch(es). We reserve the right to nominate another branch at our absolute discretion from time to time and will not be responsible for any costs incurred as a result of this change.

- 3.4 We undertake to use reasonable endeavours to deliver all sealed **Bundles** of **Cheques** received at the agreed branch(es) to the Clearing Centre within the proposed timescales set out in these Terms and Conditions.

4. Operations Procedure

- 4.1 We will arrange for the delivery of bulk **Cheques** to the **Clearing Centre** on your behalf via the use of a branch of Lloyds Bank plc in England and Wales or Bank of Scotland plc in Scotland as a drop off point.
- 4.2 You will deliver your bulk **Cheques** to the branch(es) agreed with your relationship team from time to time.
- 4.3 The **bundles** of **Cheques** and **BGCs** shall be prepared in accordance with the **Customer Preparation Checklist**.
- 4.4 The self-sealing clearing bag, provided by us to you, must be utilised for this **Service** and be delivered to the agreed branch, by the agreed cut-off time (Monday to Friday). If you employ a **Security Carrier** to deliver to the branch, the self-sealing clearing bag must be placed inside any **Security Carrier**-specific packaging.
- 4.5 The self-sealing clearing bag must be handed to a branch employee in accordance with the procedure agreed with your relationship team. The tear-off receipt will be completed by the branch employee who accepts the self-sealing clearing bag and returned to you or your **Security Carrier**.
- 4.6 The branch employee shall be entitled to reject the clearing bag if it contains, or is believed to contain, any other items than **Cheques** and/or **BGCs** (such as cash) and/or if it appears to have been tampered with. The rejected clearing bag will be handed back to you or your **Security Carrier** and no responsibility whatsoever is accepted by us or Lloyds Banking Group for the acts or omissions of your employees or **Security Carrier** in relation to this.

- 4.7 This **Service** is a delivery service for the onward transportation of your bulk **Cheques** from the agreed branch(es) to the **Clearing Centre**. Items delivered to the agreed branch(es), will be transported within 6 **Business Days** to the **Clearing Centre**. Upon receipt at the **Clearing Centre**, **Cheques** will be processed in accordance with Bulk Cheque Processing Service Terms & Conditions.
- 4.8 If you change the person/**Security Carrier** who delivers your clearing bag to the branch you must advise your relationship team who will ensure the branch is made aware.

5. Liability

- 5.1 In recognition of the characteristics of the **Service**, no member of Lloyds Banking Group will be liable to you in any case for any direct, special, incidental or consequential loss, any indirect or punitive damages or for any lost profits or revenue arising from the delay in delivery of any clearings bag to the **Clearing Centre**, the loss of any clearings bag or any damage to the contents of any clearings bag once accepted by the relevant branch.
- 5.2 You shall indemnify each member of Lloyds Banking Group in full against all claims, demands, losses, liabilities, costs, **charges**, damages or expenses which may be brought against such member of Lloyds Banking Group or which any member of Lloyds Banking Group may incur arising out of or in connection with the collection and processing of **Cheques** delivered by you.

6. Amendment

- 6.1 We may amend any of our terms and conditions for the **Service** in order to:
- a. comply with legal, fiscal or regulatory changes;
 - b. rectify errors, omissions, inaccuracies or ambiguities;
 - c. take account of any corporate reorganisation within the Lloyds Banking Group, and reflect alterations in the scope and nature of the **Service** which we are able to provide to you in accordance with our systems' capabilities and routines and having regard to market practice and overall customer demand.
- 6.2 If we amend these terms and conditions, and the change is to your disadvantage we will give you 30 days' written notice before we make the change. At any time up to 60 days from the date of the notification you may, without notice cease to use the **Service** without having to pay any extra **Charges** or interest for doing so. If a change is not to your disadvantage we may make a change immediately and tell you about it in writing within 30 days.
- 6.3 If we have made a major change or a number of minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes.

7. Charges

There is currently no **Charge** for the **Service**.

8. Contact Details



You can contact us through your relationship team by using the contact details given to you when you applied for the **Service**, or by such other contact methods as we may from time to time advise you



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



Contact for missing work or incorrect credit received:

iPSL Research & Adjustment Team on
0345 1650414, Option 2



Contact for stationery:

Bulk Stationery Team via email at
corp.bulkstationery@lloydsbanking.com



