

Terms and Conditions

1 Information about these Terms and Conditions

- 1.1 These Terms and Conditions apply to the Service. Our relationship with you relating to the Service is governed by:
- 1.1.1 these Terms and Conditions;
 - 1.1.2 the application form for the Service;
 - 1.1.3 the Bacstel-IP Terms; and
 - 1.1.4 the User Guide,
- and these documents together will be referred to as the "PCO Agreement" throughout these Terms and Conditions.
- 1.2 We recommend that you retain a copy of all of the documents that make up the PCO Agreement. If you would like a copy of all or any of the documents that make up the PCO Agreement, you can contact your relationship team who will provide you with a copy.
- 1.3 These Terms and Conditions are in addition to the terms and conditions which apply to your account(s) with us.

2 Definitions

- 2.1 Where the words set out below are used with capital letters in these Terms and Conditions, they mean as follows:
- Bacs** means Bacs Payment Schemes Limited and/or Vocalink Limited as appropriate (and any successor entity or entities thereto).
- Bacstel-IP Service** means the service that we provide to you providing a highly secure access channel into Bacs using internet technologies and PKI.
- Bacstel-IP Terms** means the terms and conditions relevant to the Bacstel-IP Service.
- Business Day** means a day (excluding Saturday and Sunday) on which banks are generally open for business in England.
- Compliance Obligations** means the obligations of Lloyds Banking Group to comply with any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, treaty, requests from or agreements between any member of Lloyds Banking Group and/or a legal, regulatory, government, law enforcement, securities exchange, tax or other authority with jurisdiction, applicable to us or a member of Lloyds Banking Group.
- Confidential Information** means, in relation to either party (the "Disclosing Party"), any information relating to the Disclosing Party's operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities, customers, customer details and business affairs, but excludes any information which the party in receipt of the information (the "Receiving Party") can reasonably prove:
- (i) was already known to it prior to its receipt from the Disclosing Party;
 - (ii) was subsequently disclosed to it lawfully by a third 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 PCO 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.
- Group Company** means (in respect of us) any member of Lloyds Banking Group and (in respect of you) any direct or indirect Subsidiary or Holding Company of you and any direct or indirect Subsidiary of any such Holding Company.
- Helpdesk** means the helpdesk service provided to you from time to time relating to the Service.
- Holding Company** has the meaning given to it under section 1159 of the Companies Act 2006.
- Intellectual Property Rights** means all intellectual and industrial property rights of any kind whatsoever relating to the Service, including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

Lloyds Banking Group means Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Nominated Account means the account held with us and nominated by you in your application form for the Service for the deduction of charges relating to the Service (or the account notified to us thereafter).

PCO Administrator means a person appointed and authorised on your behalf whose Permissions allow them to access the Service, to manage the appointment, Permissions and removal of all PCO Users and to have all other powers assignable to that role under the Service.

PCO Agreement has the meaning given to it in clause 1.1.

PCO Direct Debit Bureau Service means a managed service (forming part of the Service) available to customers that meet certain eligibility criteria (as advised to such customers from time to time) to manage the process of collecting direct debits within the rules of the Bacs direct debit scheme.

PCO Non-Signing User means each person appointed and authorised on your behalf whose Permissions allow them to have all powers assignable to that role under the Service, but whose Permissions do not allow them to submit PCO Transmissions.

PCO Signing User means each person appointed and authorised on your behalf whose Permissions allow them to have all powers assignable to that role under the Service, including the power to submit PCO Transmissions (providing such individual has PKI credentials assigned to them under the Bacstel-IP Service).

PCO Transmission means an instruction, message, file or other communication which is in electronic form and which requires the use of PKI credentials for access to or the submission to Bacs of such instruction, message, file or other communication.

PCO User means PCO Administrators, PCO Signing Users and PCO Non-Signing Users.

PCO User Instruction means any instruction, message, file or communication submitted through the Service other than a PCO Transmission.

Permissions means the permissions allocated to each PCO User relating to the operation of the Service which may include the authority to access certain functions of the Service or to submit PCO Transmissions.

PKI means a Public Key Infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications).

Proprietary Information means any document, material or information supplied by us, on our behalf or by Bacs to you or the PCO Users in connection with the Service and/or the Security Procedures.

Security Device means any hardware or other items issued by us (or by a third party on our behalf) from time to time so that we can identify a PCO Signing User.

Security Information means any security information including user identification names, codes, security cards, personal identification numbers, passwords or such other security information as we may determine is required for use in connection with the Service.

Security Procedures means use of any Security Devices and Security Information in the way that we determine and in accordance with the confidentiality arrangements that you must observe (as detailed in clauses 8 and 18) and any other requirements which we may issue to you, amend or notify to you from time to time.

Service means the PCO service provided by us (and described in more detail in the User Guide) which enables you to:

- (i) submit PCO Transmissions and PCO User Instructions;
- (ii) obtain access to information relating to PCO Transmissions and PCO User Instructions; and
- (iii) use the other facilities which we may from time to time incorporate into the Service.

Service User Number means a six digit number allocated by us to you to identify you uniquely to Bacs.

Subsidiary has the meaning given to it under section 1159 of the Companies Act 2006.

Tariff means our tariff of charges from time to time relating to your use of the Service.

User Guide means the information which can be accessed through the support function available through the Service, as amended by us from time to time.

Website means bankofscotlandbusiness.co.uk/ (or any other URL as we may notify to you from time to time).

- 2.2 We have split these Terms and Conditions into sections and inserted a number of headings in order to make them easier to read. The headings are not intended to affect the way these Terms and Conditions are interpreted.
- 2.3 In these Terms and Conditions:
- 2.3.1 where we refer to "you" or "your" we mean your business or organisation (whether you are a sole trader, partnership, limited liability partnership, company, charity, trustees of a pension scheme or any other type of entity or organisation). If two or more persons are comprised in the expression "you" or "your", the words mean any one or more of them;
- 2.3.2 where we refer to "we", "us" or "our" we mean Bank of Scotland plc (and any successors or assigns of Bank of Scotland plc);
- 2.3.3 when we refer to a "person", this could mean any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity;
- 2.3.4 when we refer to a statute or statutory provision, this includes any subordinate legislation made under it and any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of that statute, statutory provision and/or subordinate legislation which are in force from time to time;
- 2.3.5 any references that we make to the singular include the plural and vice versa;
- 2.3.6 any references that we make to any gender include every gender;
- 2.3.7 any references to a time of day are to UK time;
- 2.3.8 any words following the words include, includes, including, in particular or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning of the words preceding them; and
- 2.3.9 any references to a "party" or to the "parties" means you and/or us as the context requires.

3 Your relationship with us

- 3.1 The PCO Agreement will commence on the date that you sign the application form relating to the Service and will continue indefinitely until you or we end it.
- 3.2 In order to use the Service, you must:
- 3.2.1 maintain an account with us;
- 3.2.2 be sponsored by us to use the Bacstel-IP Service; and
- 3.2.3 comply with any other eligibility requirements that we impose from time to time.

4 Our obligations

- 4.1 When we are providing the Service to you, we will use reasonable care and skill. Any financial information that we give to you is provided for your guidance only to help you to make your own decision.
- 4.2 We will perform our obligations under the PCO Agreement provided that it will not put us in breach of any applicable law or regulation by doing so.

5 Your obligations

- 5.1 You will and you will procure that all PCO Users will:
- 5.1.1 comply with the PCO Agreement;
- 5.1.2 ensure that personal and other data provided to us is always properly and accurately maintained, in particular that redundant PCO User profiles are promptly removed and that PCO Users' contact details, including e-mail addresses, are accurate and up to date;
- 5.1.3 perform your obligations and exercise your rights under the PCO Agreement in compliance with applicable laws and regulations;
- 5.1.4 have and maintain all necessary licences, permits, registrations, consents and authorisations required by applicable laws and regulations to perform your obligations and exercise your rights under the PCO Agreement;
- 5.1.5 comply with any applicable security procedures including procedures advised to you by us and Bacs (and, in respect of PCO Users, any additional security procedures advised by you to such PCO Users);

- 5.1.6 ensure you protect any system we use for the Service against fraud and do not introduce any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs into such systems; and
- 5.1.7 provide us with all necessary co-operation and give us access to all necessary information (such as security access information) so that we are able to make the Service available to you.
- 5.2 You will not and you will procure that all PCO Users will not:
- 5.2.1 use the Service in a way or for a purpose not authorised or intended by us;
- 5.2.2 create or permit to be created any links to or from any website to any part of the Service or cause the Service to appear in any form (whether by framing or otherwise) other than that presented by us;
- 5.2.3 use the Service other than for your business purposes; and/or
- 5.2.4 use the Service or otherwise communicate with us in an unlawful, harmful, threatening, defamatory or offensive manner, including by the use of abusive, foul or derogatory language.

6 Warranties and undertakings

- 6.1 You warrant and represent to us at all times that:
- 6.1.1 you have full capacity and authority to enter into and to perform the PCO Agreement;
- 6.1.2 you are not infringing the rights of any third party by entering into and performing the PCO Agreement;
- 6.1.3 you meet the eligibility requirements under clause 3.2; and
- 6.1.4 any information provided by you (or by anyone acting on your behalf) to us is accurate, complete, up to date and not misleading in any respect.

7 Changes to these Terms and Conditions

- 7.1 We may make changes to these Terms and Conditions at any time for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the services provided under the PCO Agreement or take account of reorganisations within Lloyds Banking Group.
- 7.2 If we intend to make changes to these Terms and Conditions, we will give you at least two months' written notice before the changes come into effect unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.
- 7.3 We will notify you of changes to these Terms and Conditions by post, by e-mail, through any online service which you receive from us, or in any other way which we have agreed with you. In the notice, we may direct you to our Website if the most recent Terms and Conditions are posted there. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Service and the Service will terminate immediately. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.
- 7.4 If we add new services and/or products to the PCO Agreement or add to the ways that you can use the Service (and this does not otherwise change these Terms and Conditions) this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.

8 Confidentiality

- 8.1 We and you will:
- 8.1.1 keep Confidential Information secret and only disclose it in the manner and to the extent expressly permitted by the PCO Agreement or otherwise as permitted by the terms of the disclosure; and
- 8.1.2 use the Confidential Information only to the extent necessary for the performance of obligations under the PCO Agreement.
- 8.2 We and other members of Lloyds Banking Group may also use, retain and disclose Confidential Information about you to the extent required to meet Compliance Obligations and internal policies or procedures, maintain your relationship with Lloyds Banking Group (including promotion of other products and services), enforce or defend our rights or those of a member of Lloyds Banking Group, and prevent or detect crime.

- 8.3 We and you may disclose Confidential Information:
- 8.3.1 to such officers and employees and, in our case, agents and subcontractors, who need access to that Confidential Information for the purpose of complying with obligations under the PCO Agreement and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this clause 8;
 - 8.3.2 to such auditors and professional advisers who need access to that Confidential Information, and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this clause 8; and
 - 8.3.3 to the extent required by applicable law or a court of competent jurisdiction or a regulatory authority or the rules of any listing authority, stock exchange or the Panel on Takeovers and Mergers or any successor body.
- 9 Ownership of information**
- 9.1 You agree that the Proprietary Information and Intellectual Property Rights will at all times remain vested in us and our licensors.
 - 9.2 You and the PCO Users will take all reasonable steps to protect the Proprietary Information and the Intellectual Property Rights and will notify us if you become aware of any actual or potential infringement of the Intellectual Property Rights.
 - 9.3 You acknowledge that neither you nor the PCO Users own or claim any right in the Proprietary Information or the Intellectual Property Rights.
 - 9.4 You and the PCO Users must not use the Intellectual Property Rights or the Proprietary Information except in the proper access and use of the Service, and must not take copies, sell, assign, lease, sublicense or otherwise transfer them to anyone else.
- 10 Charges**
- 10.1 Charges apply to your use of the Service. Unless otherwise agreed between you and us, you can find details of those charges in the Tariff. You can ask your relationship team for a copy of the current Tariff at any time.
 - 10.2 We reserve the right to introduce new charges or amend our charges at any time. If we do so, we will provide you with two months' advance written notice of the new or amended charges in the same way as we provide notice of any other changes to these Terms and Conditions (and clause 7 will apply).
 - 10.3 If we have a disagreement about the charges that apply to the Service, the fees and charges set out in the Tariff will apply.
 - 10.4 Following the end of a month, we will invoice you for any charges which apply to your use of the Service during the previous month. Charges will be deducted from the Nominated Account in accordance with the details set out in the invoice or as otherwise agreed between you and us from time to time.
- 11 The Service**
- 11.1 The functionality, features and processes relating to the Service are set out more fully in the User Guide.
 - 11.2 Certain features and functionality relating to the Service are only available on request. If you would like access to such additional features and functionality, please contact your relationship team. The charges for the additional features and functionality are set out in the Tariff.
- 12 Setting up the Service**
- 12.1 You must ensure that all information provided to us relating to your computer equipment and operating systems software (whether provided as part of the application process for the Service or thereafter) is full, accurate and complete. You must also ensure that you have all computer equipment and operating systems software necessary for us to set up the Service and all relevant equipment and software is operating correctly before the date on which we come to set up the Service at the agreed location(s) or, in respect of the PCO Direct Debit Bureau Service, before we telephone you to set up the Service. If a visit is required and we are not able to set up the Service on our first visit because you have failed to meet your obligations under this clause 12.1, you shall be required to pay for any subsequent visits which are required to set up the Service.
 - 12.2 We cannot guarantee that we will be able to set up the Service by a particular date. We will not be responsible to you:
 - 12.2.1 for any delay in setting up the Service; or
 - 12.2.2 if set up is not possible at all as a result of you failing to meet your obligations under clause 12.1.
- 13 Setting up PCO Users and allocating Permissions**
- 13.1 When you apply for the Service, as part of the standard offering, you may have one Service User Number assigned to the Service and you will have the ability to allocate two individuals as PCO Signing Users. Please contact us if you require additional Service User Numbers or additional PCO Signing Users. You can find details of the charges for additional Service Users Numbers and additional PCO Signing Users in the Tariff.
 - 13.2 You are responsible for selecting individuals as PCO Administrators of the Service when you apply for the Service. Thereafter, the PCO Administrators are responsible for registering PCO Users and assigning them with appropriate Permissions using the functionality made available via the Service. All PCO Signing Users will be granted the rights of a PCO Administrator (without further authorisation from you) on request via the Helpdesk.
 - 13.3 Unless you are unable to appoint more than one PCO Administrator (due to the size of your organisation), if the number of PCO Administrators falls below two, the remaining PCO Administrator must promptly appoint another PCO Administrator.
 - 13.4 A PCO User must be either you or an individual engaged under a contract of employment or a contract for services by you, a Group Company or a person or entity connected with you. We may ask you for evidence to confirm the relationship between you and any PCO User.
 - 13.5 You will provide us with all details that we reasonably request in relation to any persons that you wish to nominate as PCO Users and all other information that we deem appropriate. We may run any checks that we deem fit in respect of such proposed PCO Users in order to comply with applicable law and regulation.
 - 13.6 You must not let anyone other than a PCO User access or use the Service.
 - 13.7 You must ensure that all PCO Users have appropriate training to use the Service.
 - 13.8 You must ensure that you have two PCO Signing Users appointed at all times.
 - 13.9 When you appoint individuals as PCO Signing Users, it is your responsibility to ensure that those individuals have PKI credentials assigned to them under the Bacstel-IP Service. Where charges apply to the appointment of individuals as PCO Signing Users, they will continue to apply even if those PCO Signing Users cannot authorise PCO Transmissions because they do not have PKI credentials.
 - 13.10 If you only receive the PCO Direct Debit Bureau Service from us, you will not have any PCO Signing Users and any references to PCO Signing Users in these Terms and Conditions will not apply to you. Your PCO Non-Signing Users will submit PCO User Instructions to us to allow us to prepare and submit PCO Transmissions to Bacs on your behalf using the PKI credentials belonging to Lloyds Bank plc.
- 14 Deletion of PCO Users**
- 14.1 If the relationship between you and a PCO User comes to an end (which may include termination of the contract of employment or services or the death of a PCO User), or if you require the suspension of a PCO User, the PCO Administrator is responsible for deleting such PCO User. Until the PCO Administrator deletes any PCO User that is no longer required, any charges that applied to the appointment of that PCO User will continue to apply. If the PCO Administrator is unable to delete such PCO User, you must immediately notify the Helpdesk. Subject to clause 22.4, a PCO User's access to and use of the Service will be terminated upon deletion.
 - 14.2 We reserve the right at any time to delete PCO Users after a period of non-use of the Service as determined by us. We will give you reasonable notice of such deletion.
- 15 PCO User Instructions and PCO Transmissions**
- 15.1 Access to particular functions of the Service and the ability to submit PCO User Instructions and PCO Transmissions is determined by the Permissions allocated to a particular PCO User (administered by you through the Service). Notwithstanding this, we have a right to seek verification of the validity of PCO User Instructions and/or PCO Transmissions at any time.
 - 15.2 You will be responsible for ensuring that you allocate a sufficient number of PCO Signing Users (and you shall have, in any event, at least two PCO Signing Users appointed at all times in accordance with clause 13.8) and PCO Non-Signing Users in order to enable PCO Transmissions and PCO User Instructions to be submitted to us.

- 15.3 We may decline to process or delay processing any PCO User Instructions and/or any PCO Transmissions, and we will not have any responsibility to you for any loss or damage that you may suffer as a result, where the persons providing such instructions have not been properly registered by you as PCO Users of the Service, Permissions have not been properly assigned in accordance with this clause 15, we seek verification of PCO User Instructions and/or PCO Transmissions from you before actioning them or we consider the PCO User Instructions and/or PCO Transmissions to be unclear or incomplete.
- 15.4 Notwithstanding clause 15.3, we are entitled to accept and act upon PCO User Instructions and PCO Transmissions without making further enquiries into the purpose for which they were given or any circumstances relating to them provided such PCO User Instructions and PCO Transmissions are within the Permissions of that PCO User.
- 15.5 You agree that PCO Users will have all the Permissions as allocated by you and you will ensure that all PCO Users act in accordance with such Permissions and ensure that their access to and use of the Service is strictly subject to and compliant with the PCO Agreement.
- 15.6 You will be responsible for the content and accuracy of all PCO User Instructions and all PCO Transmissions submitted by PCO Users.
- 15.7 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) suffered or incurred by us arising as a direct or indirect result of us accepting and acting in accordance with a PCO User Instruction and/or a PCO Transmission.
- 15.8 When a PCO Signing User uses the PKI credentials assigned to them under the Bacstel-IP Service to submit a PCO Transmission, you will be providing your consent to us and to Bacs to process any payment instructions contained within such PCO Transmission.
- 15.9 The use of PKI credentials to submit and receive PCO Transmissions and the processing of any payment instructions contained within such PCO Transmissions shall be governed by the Bacstel-IP Terms and the Bacstel-IP Terms shall take precedence over these Terms and Conditions to the extent of any conflict relating to such matters. The cut off time by which you need to have completed the submission of a PCO Transmission to us (or we will not be deemed to receive the PCO Transmission until the next Business Day) is set out in the User Guide.
- 15.10 When using the PCO Direct Debit Bureau Service, clauses 15.8 and 15.9 will not apply to you. You consent to us submitting PCO Transmissions to Bacs on your behalf using the PKI credentials belonging to Lloyds Bank plc. You also consent to us retrieving reports relating to the Service on your behalf using the PKI credentials belonging to Lloyds Bank plc. The processing of any payment instructions contained within PCO Transmissions shall be governed by the Bacstel-IP Terms and the Bacstel-IP Terms shall take precedence over these Terms and Conditions to the extent of any conflict relating to such matters. The cut off time by which you need to have completed the submission of a PCO User Instruction to us (or we will not be deemed to receive the PCO User Instruction until the next Business Day) is set out in the User Guide.
- 15.11 You shall notify the Helpdesk if you will be submitting PCO User Instructions or PCO Transmissions that will include more than 250,000 transactions per PCO User Instruction or PCO Transmission (as applicable).
- 16 Availability of the Service**
- 16.1 We give no warranty (express or implied) that the availability of the Service will be uninterrupted or error free.
- 16.2 The Service (including your ability to submit PCO User Instructions and PCO Transmissions through the Service) and the Bacstel-IP Service may be unavailable for periods of time:
- 16.2.1 if we need to carry out routine or emergency maintenance (and we will notify you in advance of such maintenance as far as is reasonably possible);
- 16.2.2 if we are unable to provide the Service due to the unavailability of a network;
- 16.2.3 due to misuse or inappropriate use of the Service by you, any PCO User and/or any of our suppliers/agents; and/or
- 16.2.4 due to problems with your PCO Administrator.
- 17 Helpdesk**
- 17.1 Details relating to the availability of the Helpdesk are set out in the support function available through the Service.
- 17.2 You acknowledge that the Helpdesk will not always be open to provide you with support.
- 18 Security**
- 18.1 Each PCO User will require separate Security Information which will be used by us to identify that PCO User when they are accessing the Service. PCO Signing Users will also require a Security Device. You are responsible for ensuring that Security Devices are not used by anyone else and that Security Information is not disclosed to anyone else by you or the relevant PCO User. Each PCO User is required to follow the Security Procedures when accessing the Service.
- 18.2 We will, from time to time, specify additional Security Procedures which must be adopted in order to use the Service. We may make changes to these Terms and Conditions in accordance with clause 7 in connection with changes to the Security Procedures or require that you enter into supplemental or separate agreements in respect of such Security Procedures.
- 18.3 You are responsible for ensuring that you and all PCO Users comply with the Security Procedures. You acknowledge and agree that you owe a duty of care to us to ensure the competency, honesty, integrity and suitability of any PCO Users and to ensure that, in addition to you and us, the Security Information and the Security Procedures are known only to the relevant PCO Users.
- 18.4 You agree to adopt, operate, and maintain our standards for effective security and confidentiality measures in relation to you and your PCO Users' use of the Service, Security Devices, Security Information and Security Procedures, including taking all reasonable precautions to:
- 18.4.1 prevent unauthorised access to and unauthorised use of the Service, Security Devices, Security Information and/or Security Procedures;
- 18.4.2 prevent any aspect of the Security Information and/or Security Procedures from being disclosed or made available to anyone else; and
- 18.4.3 ensure that PCO Users access the Service in a secure manner.
- 18.5 You must use all reasonable endeavours to:
- 18.5.1 ensure that PCO Users do not choose Security Information that is easy for someone else to guess;
- 18.5.2 ensure that PCO Users store all Security Devices safely and dispose of any Security Information securely and permanently;
- 18.5.3 ensure that PCO Users protect any Security Information by memorising it and destroying any written notification relating to it as soon as possible after receiving it;
- 18.5.4 ensure that no-one leaves any computer or other device relating to the Service unattended or allows it to be accessed or used by anyone else;
- 18.5.5 take account and ensure that PCO Users' take account of any security alerts or updates issued by us from time to time, whether through the Service or otherwise;
- 18.5.6 ensure that PCO Users do not access the Service in a place and/or at a time when unauthorised persons (i.e. persons who are not authorised to view the information which is available through the Service) may be able to see it;
- 18.5.7 ensure that PCO Users change their personalised Security Information promptly on request by us;
- 18.5.8 disable, and ensure that PCO Users disable, any facility on any computer used by PCO Users to access the Service which records or remembers security information and/or key strokes; and
- 18.5.9 ensure that any computer or other device through which you or PCO Users access the Service and all PCO Transmissions and PCO User Instructions are free from any computer viruses, Trojans, worms, time bombs, malware or any other harmful programs and are protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 18.6 We are entitled to log any user out of the Service after a period of inactivity, such period to be determined by us from time to time at our discretion. We will not be responsible for any information lost as a result of the automatic log out.
- 18.7 You must ensure that your PCO Administrator takes all necessary steps to cancel or suspend the access rights of the PCO User(s) affected and contact us without undue delay if you, any PCO User or, if appropriate, anyone else employed by or connected to you know, or believe that:
- 18.7.1 any part of any Security Information has been, is or may be lost, stolen, misappropriated, misused or known to someone else;

- 18.7.2 a Security Device has been lost, stolen, misappropriated, misused or anything has been done or tried to be done to compromise its security;
- 18.7.3 anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service or breaching confidentiality; and/or
- 18.7.4 any fraud is being or may be committed involving the Service, and you must also take any action that we specify to prevent unauthorised use or deal with these security issues.
- You can contact the Helpdesk in these circumstances and you can find contact details for the Helpdesk in the User Guide.
- 18.8 You agree that you will assist us or our agents in any investigations into the loss or theft or potential misuse of any Security Information or Security Device. You acknowledge that we may pass information relating to you to other financial institutions and/or the police or other authorities for the purposes of an investigation.
- 18.9 Our security systems may be used to monitor your use of the Service in order to identify unauthorised access.
- 19 Technical requirements relating to the Service**
- 19.1 You are responsible for and will, at your sole risk and expense, arrange access to the Service using the internet or any other method of communication approved by us. We are not responsible to you for any loss or damage suffered by you arising from any network or communication failure.
- 19.2 The Service is designed to be accessed by particular internet browsers. We will tell you what these are from time to time.
- 19.3 You must comply with the computer, operating software and browser specifications and other technical requirements we notify to you from time to time in respect of access to the Service and you must only use and upload the same file type as that which was tested and/or agreed with you when the Service was set up (unless we notify you otherwise or agree otherwise with you from time to time). We are not responsible to you if the Service does not operate correctly, or at all, due to your failure to comply with this clause 19.3.
- 19.4 You should make suitable contingency arrangements to cover system or operating failures in accordance with good practice and all applicable law and regulations.
- 19.5 You must contact us immediately if you become aware of or suspect:
- 19.5.1 any failure of any part of the Service;
- 19.5.2 any error in any part of the Service; or
- 19.5.3 any programming error or defect or corruption of any part of the Service,
- and promptly use your best endeavours to assist us in implementing any remedial steps that we propose.
- 19.6 We may use cookies on the Website, on the website used by you to access the Service and to enable us to provide the Service. Switching off or "opting out" of the use of cookies will mean that PCO Users may not be able to use certain features of the Website and the Service. We will not have any responsibility to you for any loss or damage that you may suffer as a result of any inability or delay in your ability to use the Service or any functionality of the Service (including that relating to PCO User Instructions and PCO Transmissions) resulting from cookies being disabled. You can find out more information about the cookies we use by reading the cookies policy on the Website.
- 20 Information available using the Service**
- 20.1 We will make information available to you through the Service. You acknowledge that any information available using the Service is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time.
- 20.2 The records we maintain of instructions and authorisations received, PCO Transmissions, PCO User Instructions and of transactions that we, you or PCO Users complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, PCO Transmissions, PCO User Instructions and transactions.
- 20.3 You acknowledge that it is your responsibility to monitor messages transmitted to you through the Service and to respond to such messages in accordance with Bacs scheme rules.
- 21 Disclaimers regarding the Service**
- 21.1 You acknowledge that we do not warrant that the use of the Service will meet your general or any particular requirements.
- 21.2 You acknowledge that the internet is a public system over which we have no control.
- 22 Suspension of the Service**
- 22.1 We reserve the right at any time to suspend the Service or access thereto (for any or all PCO Users) for such period or periods as we consider appropriate in our absolute discretion if:
- 22.1.1 any Security Device and/or any part of any Security Information has been, is or may be lost, stolen, misappropriated, misused or known to someone else;
- 22.1.2 anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service or breaching confidentiality;
- 22.1.3 any fraud is being or may be committed involving the Service;
- 22.1.4 we reasonably believe that continuing to make the Service available to you would be contrary to any applicable law or regulation;
- 22.1.5 suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Service;
- 22.1.6 for technical reasons, provision of the Service is not possible;
- 22.1.7 there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the Service;
- 22.1.8 you breach any of your obligations hereunder;
- 22.1.9 the Bacstel-IP Service has been suspended in accordance with the Bacstel-IP Terms;
- 22.1.10 in relation to any of the circumstances set out in clause 23.3, whilst we are investigating such circumstances, and we will not be responsible for any loss or damage that you may suffer as a result of us suspending the Service.
- 22.2 Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where we suspend the Service or access thereto, we will give reasons in a notice to you. If we are unable to give you prior notice, we will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail, we will notify you that the supply of the Service has been resumed.
- 22.3 For the avoidance of doubt, during any period of suspension:
- 22.3.1 of the Service, it will not be possible to submit any PCO User Instructions or PCO Transmissions; and
- 22.3.2 of the Bacstel-IP Service, it will not be possible to submit any PCO Transmissions.
- 22.4 Where either we or you suspend or remove a PCO User's access to the Service, such suspension or removal does not take effect until after that PCO User has logged out of the Service. We will not be liable for any actions of that PCO User and/or for complying with any instructions of that PCO User during the period of time between the suspension or removal of a PCO User and that PCO User logging out or being logged out of the Service.
- 23 Termination**
- 23.1 You may stop receiving the Service from us at any time for any reason. If you wish to do so, you will need to give notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us. The Service will terminate on the first day of the month following the date of our receipt of your notice.
- 23.2 We may stop providing the Service to you at any time for any reason by giving no less than two months' written notice to you (provided that we also give you any other notice that we are required to give to you by law).
- 23.3 We may stop providing the Service to you or restrict or remove any PCO User's access to the Service at any time immediately, if any of the circumstances set out below has occurred:
- 23.3.1 you breach the PCO Agreement or any other agreement with us in a serious way (and any breach of clause 3.2 will be treated as a serious breach);
- 23.3.2 you repeatedly breach the PCO Agreement or any other agreement with us;
- 23.3.3 we suspect fraud in the opening or operation of the Service and/or the Bacstel-IP Service;
- 23.3.4 you do anything which we reasonably believe will damage our reputation;
- 23.3.5 you use, or we reasonably believe that you are using the Service and/or the Bacstel-IP Service improperly;
- 23.3.6 you fail to pay any charges that are due to us under the PCO Agreement or relating to the Bacstel-IP Service;
- 23.3.7 you use, or we reasonably believe that you are using the Service and/or the Bacstel-IP Service in connection with any purpose which is or may be unlawful;
- 23.3.8 you breach or attempt to breach, or we reasonably believe that you have breached or are attempting to breach, any applicable law or regulation;
- 23.3.9 you behave threateningly or abusively towards our staff;
- 23.3.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
- 23.3.11 we find that any information which you have given to us (whether in connection with the PCO Agreement or not) is inaccurate;

- 23.3.12 we find that you entered into the PCO Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on your business);
- 23.3.13 you fail at any time to meet any identification or other checks required by law or regulation;
- 23.3.14 we reasonably believe that, if we do not stop providing you with the Service and/or the Bacstel-IP Service or restrict or remove any PCO User's access to the Service, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
- 23.3.15 closure is required by the order of any court or direction or decision of a regulator;
- 23.3.16 you lose any licence, registration or other authority necessary for you to perform your obligations under the PCO Agreement; or
- 23.3.17 you are Insolvent,
and, in such circumstances, where we are required by law to give you prior notice, we will do so.
- 23.4 The Service will terminate automatically if you stop receiving the Bacstel-IP Service or we stop providing the Bacstel-IP Service to you.
- 23.5 For the purposes of this section, the term "Insolvent" means:
- 23.5.1 if you are an individual, you (or any other person) takes (or threatens to take) any step in connection with:
- 23.5.1.1 your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
- 23.5.1.2 the making of any composition, compromise, assignment or arrangement with any of your creditors;
- 23.5.1.3 the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
- 23.5.1.4 the appointment of a receiver in respect of you under the Mental Health Act 1983;
- 23.5.1.5 the appointment of any other, receiver or manager of any of your assets;
- 23.5.1.6 any analogous procedure in any jurisdiction;
- 23.5.1.7 you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
- 23.5.1.8 you cease or threaten to cease to carry on business.
- 23.5.2 if you are a company, partnership, limited partnership or limited liability partnership, you (or any other person) takes (or threatens to take) any step in connection with:
- 23.5.2.1 any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- 23.5.2.2 the making of any composition, compromise, assignment or arrangement with any of your creditors;
- 23.5.2.3 the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
- 23.5.2.4 the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
- 23.5.2.5 the appointment of a receiver or any similar officer in respect of you or any of your assets;
- 23.5.2.6 any analogous procedure in any jurisdiction;
- 23.5.2.7 you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
- 23.5.2.8 you cease or threaten to cease to carry on business.
- 23.6 If you become aware that any of the above circumstances have occurred, or if you believe that they will occur, you must notify us immediately.
- 23.7 If a sole account holder dies, the personal representative of the sole account holder may terminate the PCO Agreement between the sole account holder and us. The personal representative will need to provide us with any evidence that we require.
- 23.8 If a limited liability partnership or company is dissolved or struck off, we reserve our legal rights against such limited liability partnership or company.
- 24 Your rights to cancel**
- If you change your mind about the Service within 14 days of you signing an application form for the Service, you can cancel and we will stop providing you with the Service or help you to switch to another service, provided that you notify us in writing within that 14 day period. If you do not notify us in those timescales, the Service will continue. If you wish to stop receiving the Service after the 14 day period has expired, you can do so by giving notice to us in writing (unless otherwise agreed with us) as set out in clause 23.1.
- 25 What happens after termination or cancellation?**
- 25.1 If you cancel the Service, stop receiving the Service or we stop providing you with the Service:
- 25.1.1 you will still be responsible for any amount which you owe to us (whether such amount is incurred before, during or after closure) and such amounts will become immediately due and payable to us;
- 25.1.2 we will not be responsible for any loss or damage that you may suffer as a result of us acting on instructions which were authorised by you prior to the date of closure of the Service;
- 25.1.3 your and our accrued rights, and the continuation of any term of the PCO Agreement which is expressly stated or implicitly intended to apply after the Service is closed, will not be affected or prejudiced; and
- 25.1.4 you will immediately ensure that neither you nor any of your PCO Users attempt to access or use the Service and you will immediately and at our discretion, either:
- 25.1.4.1 return to us all Security Devices, material (whether originals or copies and in whatever medium) hardware, software and documentation relating to the Service; or
- 25.1.4.2 confirm that such Security Device, materials, hardware, software and documentation have been destroyed.
- 25.2 On termination of the PCO Agreement, clauses 1, 2, 8, 9, 15.7, 25, 26 and 30 together with any other clauses which expressly or impliedly continue to have effect after termination, will continue in full force and effect.
- 26 Liability and relief**
- We would like to draw your particular attention to this clause 26.
- 26.1 If two or more persons are comprised in the expression "you", their undertakings and responsibilities will be joint and several.
- 26.2 All warranties, conditions and other terms implied by statute or common law are excluded from the PCO Agreement to the fullest extent permitted by law.
- 26.3 Subject to clause 26.7, our total liability to you arising out of or in connection with the PCO Agreement or otherwise arising out of or connected with the provision or use of the Service in any period of 12 months (or such lesser period as the PCO Agreement has been in force) up to the date when the liability was incurred, whether in contract, tort, delict or otherwise, in each case howsoever caused including if caused by negligence, shall not exceed:
- 26.3.1 the amount (if any) necessary to reimburse you in respect of any transaction as required by law; and
- 26.3.2 the amount of the fees paid by you for the Service in respect of that period or the sum of £5,000, whichever shall be the greater.
- 26.4 Subject to clause 26.7, we will have no responsibility to you arising out of or in connection with the PCO Agreement, howsoever caused including if caused by negligence, for any:
- 26.4.1 loss of profit (whether direct, indirect or consequential);
- 26.4.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
- 26.4.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 26.4.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
- 26.4.5 loss of bargain (whether direct, indirect or consequential);
- 26.4.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 26.4.7 loss of or corruption of data or information (whether direct, indirect or consequential);
- 26.4.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 26.4.9 indirect, incidental, consequential or special or punitive loss and other non-direct damages of any kind or character.

- 26.5 Subject to clause 26.7, we will have no liability to you arising out of or in connection with the PCO Agreement, whether in contract, tort, negligence, delict or in any other way including in connection with your use of, access to or reliance on the Service.
- 26.6 If you are a trustee or trustees acting on the behalf of a trust (including a pension scheme), your responsibility to us will not exceed the value of the assets of the trust (or pension scheme).
- 26.7 Nothing in the PCO Agreement excludes or limits our responsibility in any way for:
- 26.7.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 26.7.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- 26.7.3 any other matter for which we cannot exclude or limit our responsibility by law.
- 26.8 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where we have liability under another part of the PCO Agreement we will not be liable in contract, tort, negligence, delict or in any other way for:
- 26.8.1 fraud by you and/or any PCO User; or
- 26.8.2 any failure by you to use or to ensure that the use of Service is in accordance with the PCO Agreement and any other instructions provided by us from time to time.
- 26.9 You will indemnify us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) which we may incur or suffer arising, directly or indirectly, from:
- 26.9.1 any access or use by you or any PCO User of the Service; and/or
- 26.9.2 any breach of the PCO Agreement by you and/or any PCO User.
- 26.10 You will have sole responsibility for any data prepared and input by you or on your behalf and we will not be responsible for any fault or error whatsoever in that data or its input.
- 26.11 Nothing in the PCO Agreement limits or excludes any liability that we may have to you under the Payment Services Regulations 2009. Any limitation on liability which applies to you under the Payment Services Regulations 2009 will not be affected or prejudiced by any term of the PCO Agreement.
- 27 Circumstances beyond our control**
- 27.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the PCO Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the circumstances were unavoidable despite all efforts to the contrary.
- 27.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.
- 27.3 We will also not be responsible if we are unable to perform any of our obligations under the PCO Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.
- 27.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes 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 pursuant to 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 their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We will be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.
- 28 Information about us and our regulators**
- 28.1 Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.
- 28.2 We subscribe to the Lending Code. The Lending Code only applies to certain customers. Details of which customers the Lending Code applies to and copies of the code are widely available on the internet.
- 28.3 We adhere to the British Bankers Association's Lending Principles for Larger Businesses. The Lending Principles for Larger Businesses only apply to certain customers. Details of which customers the Lending Principles for Larger Businesses apply to and copies are widely available on the internet.
- 28.4 Lloyds Banking Group plc and its subsidiaries may participate in benchmarks in any one or more of the following capacities; as administrator, submitter or user. Benchmarks may be referenced by Lloyds Banking Group plc for internal purposes or used to reference products, services or transactions which we provide or carry out with you. More information about Lloyds Banking Group's participation in benchmarks is set out in the Benchmark Transparency Statement which is available on our Website.
- 29 Complaints/Service Promise**
- We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You should contact the Helpdesk about your complaint in the first instance.
- 30 Miscellaneous**
- 30.1 The PCO Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with either the laws of England and Wales if you are based in England and Wales or the laws of Scotland if you are based in Scotland. The courts of either England and Wales or Scotland (depending on where you are based) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the PCO Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with the PCO Agreement).
- 30.2 The PCO Agreement is solely between you and us and, with the exception of terms in the PCO Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.
- 30.3 Each of the terms within the PCO Agreement operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.
- 30.4 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the PCO Agreement to another person if you agree in writing. We may transfer any of our rights and obligations under the PCO Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the PCO Agreement to another person without your prior consent.
- 30.5 The PCO Agreement constitutes the entire agreement made between you and us in respect of the Service and supersedes any prior agreement or arrangement made between you and us in relation to the Service. You and we agree that:
- 30.5.1 you and we have not entered into the PCO Agreement in reliance upon any statements or representations which are not expressly set out in the PCO Agreement;
- 30.5.2 the only remedy for any misrepresentation or breach of any representation or statement made before you and we entered into the PCO Agreement and which is expressly set out in the PCO Agreement will be for breach of contract; and
- 30.5.3 nothing in this clause is intended to limit or exclude the responsibility of any person for fraud or fraudulent misrepresentation.
- 30.6 If we fail to insist that you perform any of your obligations under the PCO Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.
- 30.7 If you are a financial institution then in order to support the recommendations of the Financial Action Task Force, applicable law and in pursuance of our policies with respect to money laundering counter terrorist financing and criminal activity, you will not, unless otherwise agreed by us (and if so, subject to compliance with such conditions as we may stipulate from time to time) use the Service to make any payment in your name when acting as the payment service provider for a third party.
- 30.8 The parties are independent contractors and are not partners or joint venturers with regard to the subject matter of the PCO Agreement. Neither party is the agent of the other nor will either party have the right to impose any obligations on the other party in relation to third parties without the other party's prior written consent.
- 30.9 We will only give notices to PCO Administrators. Any notice given to a PCO Administrator is deemed to be given to you and all PCO Users. It is the responsibility of the PCO Administrators to pass on any information contained within such notices to any relevant parties.

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 169628

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

We are covered by the Financial Ombudsman Service (FOS). Please note that due to the FOS eligibility criteria not all Bank of Scotland business customers will be covered.

Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff.
Our complaints procedures are published at lloydsbank.com/business