

Your Agreement

Product Specific Conditions

PCO Pay

Contains additional terms and conditions for the PCO Pay service you receive from us.

1. Meaning of words we use

Bacs Confidential Information means all information of Bacs and any member of Bacs that is disclosed or made available to you for using the **Service**. To be Bacs Confidential Information, it must be:

- by its nature is confidential;
- described as confidential by the party who discloses it or to whom it relates;
- information you know or should reasonably know is confidential, including:
 - Bacs scheme reports;
 - information relating to any customer of ours or any member of Bacs;
 - any customer of us or Bacs;
 - information relating to the operation, internal management, structure, personnel, policies or business strategies of Bacs, us, any member of Bacs; and
- computer object or source codes and related documentation.

Business Day

Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

Contacts

The primary and secondary contacts chosen by you. They are the main point of contact for you and us. They are also the users of the **Service** and we deliver security details or procedures to them.

Customer Verification Procedure

Our way of establishing the identity of a caller who is connected to your business.

Cut-off Time

The latest time instructions can be processed.

Entry Day

The date you want the money specified in a **Pay File** to arrive at the payee's bank or other financial institution. This must be a **Business Day**.

Helpdesk

The helpdesk relating to the **Service**.

Input Date

The date you enter and fully authorise your payment transactions contained in the **Pay File**. This must be a **Business Day** and the authorisation must be completed before 16:30, otherwise the Input Date will be the next **Business Day**.

Micro-enterprise

An enterprise which, at the time of entering into the agreement between you and us, is an enterprise as defined in Article 1 and Article 2(1) and 2(3) of the Annex to Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises. In summary, this is an enterprise that employs fewer than ten persons and has an annual turnover and/or balance sheet that does not exceed two million Euros (or its equivalent).

Processing Date

The **Business Day** before the **Entry Day**.

PCO Pay Bacs Limit

The authorised payment limit(s) agreed between you and us.

Pay File

The file is described as such in the **Service Workbook**.

Service

The service provided under these Product Specific Conditions.

Service Workbook

The guidelines we provide explaining how you operate the **Service**.

2. What is the PCO Pay service?

It is a service available to customers to manage the process of sending direct credits using the Bacs direct credit scheme. It forms part of our Pay and Collect Online Service.

3. What do you need to read to understand your agreement with us relating to the Service?

These Product Specific Conditions are just one part of the agreement between you and us relating to the **Service**.

You also need to read:

- The General Conditions
- The authority you have given to us
- Your application form for the **Service**, which gives permissions to your **Contacts** to operate the **Service** for you
- The Pay and Collect Online Product Specific Conditions
- The Account Charges and Processing Times brochure
- The charges schedule relating to the **Service**

4. What happens if the documents that make up the agreement say different things?

If these Product Specific Conditions say one thing, and the General Conditions say another, these Product Specific Conditions will apply.

Each of our accounts and services have separate terms and conditions that apply to them. The Product Specific Conditions for the accounts and any services we provide will apply in relation to the supply of those accounts and services.

If these Product Specific Conditions say one thing, and the Product Specific Conditions for an account or a service say another, these Product Specific Conditions will apply in relation to your use of the **Service**, access to accounts and services through the **Service** and the appointment of **Contacts** and the permissions granted to **Contacts**.

5. When will we start to provide the Service?

We will provide the **Service** from the date that you have completed all of the registration formalities and setup procedures referred to in the **Service Workbook**.

6. Where can you find more information about how the Service operates?

The **Service Workbook** contains guidelines explaining how we operate the **Service**. You must act in line with the **Service Workbook**. If these Product Specific Conditions say one thing, and the **Service Workbook** says another, these Product Specific Conditions will apply.

7. How do I contact the Helpdesk and when is it open?

The number is **0345 519 0316**. It is usually open from 9am to 9pm on **Business Days**.

8. What rules must you follow when you are using the Service?

You must not use the **Service** outside of the UK, unless we have told you in writing that you can. You should ask your relationship team if you want to do this.

You must act in line with any data protection and privacy laws that apply to your use of the **Service**. You must not act in a way that causes us to break any data protection or privacy laws.

You must follow the instructions in the **Service Workbook** when you are using the **Service**.

9. How do you ask us to make payments and give us instructions using the Service?

You authorise us to make a payment for you using the **Service** by using our authorisation process. This involves generating transactions using the **Service**, receiving an email containing a unique PIN for them and entering that PIN into the PCO Pay software. Once you have done that, the payments will be marked as authorised and sent to Bacs for payment. If the value of your transactions takes you over your payment limit, they will also need to be approved by your account manager before they are sent to Bacs for payment.

For any other type of instructions, we will follow instructions given to us on your behalf by anyone who passes the **Customer Verification Procedure**. Anyone who has access to both your PCO Pay security details and your bank statements may be able to satisfy this procedure.

When using the **Service** to send payments you must choose a **Processing Date**. The earliest **Processing Date** that you can choose is the **Business Day** after the **Input Date**. The latest **Processing Date** that you can choose is 30 days after the **Input Date**.

The money is transferred from your account to the payee's bank on the **Business Day** after the **Processing Date**.



Example: You enter and fully authorise your payment transactions contained in the **Pay File** on Monday 1 August before 16:30. The earliest **Processing Date** that you can choose is Tuesday 2 August. The latest **Processing Date** that you can choose is 31 August.

You choose Thursday 4 August. The money is transferred from your account to the payee's bank on Friday 5 August.

All payments made using the **Service** go through the Bacs system. You can find out more information about how payments are processed using the Bacs system in the **Service Workbook**.

When you give instructions using the **Service**, the terms and conditions relating to any account you have asked us to make a payment from will apply to the payment. For example, if you ask us to make a payment using the **Service** from an interest bearing account without giving the appropriate withdrawal notice, the terms of that account covering the loss of interest will apply.

All information and data provided to you through the **Service** must be checked immediately when you receive it. If anything looks incorrect or missing, you must follow the process in the **Service Workbook**.

10. When will we act on payment instructions you give through the Service?

The General Conditions provide details about when we will make payments you have asked us to make.

The **Cut-off Time** for the **Service** is 4.30pm. If you fully authorise payment instructions before or at 4.30pm on a **Business Day**, we will submit your instruction to Bacs on the day we receive it.

If you fully authorise payment instructions after 4.30pm or on a day that is not a **Business Day**, we will treat those instructions as received on the next **Business Day**.

11. Who is responsible for information, data, instructions and messages that you provide using the Service?

You provide data, information, instructions and messages (including by inputting them into the PCO Pay system) at your own risk.

We are only responsible for acting on information, data, instructions or messages once they have:

- been entered and fully authorised in the **Service** by you; or
- been automatically entered on receipt and processing of Bacs amendment and cancellation reports by our third party operator.

We will not be responsible for any information, data, instructions or messages that do not meet the above requirements and, through no fault of ours, fail to reach us.

12. What rules do you need to follow when you are entering data on the Service?

You must make sure it is correct and complete.

You must let us know immediately about any errors, discrepancies or omissions in line with the **Service Workbook**.

13. Are there limits that apply to payments you can make using the Service?

Yes, any limits will be agreed between you and us in line with the **Service Workbook**.

We can make any payment you ask us to make, even if this causes you to go over the limit. We may choose not to make a payment if the **PCO Pay Bacs Limit** is or would be exceeded and has not been withdrawn or cancelled.

14. When can we stop or refuse to make a payment?

The General Conditions set out when we can stop or refuse to make a payment and what we will do. In addition to those reasons, we can stop or refuse to make a payment where your instructions have not been submitted to us in line with the **Service Workbook**.

15. What currency will payments be made in using the Service?

Payments will be made in Sterling.

16. Which account will we take money from when you ask us to make payments using the Service?

We will usually take the money from the account you choose in your instruction, but we can take the money from any other account in your name. This applies whether the account is in credit, overdrawn or whether it will become overdrawn due to the payments you have asked us to make.

17. How can you cancel payments you have asked us to make using the Service?

You can cancel up to 4.30pm on the day you fully authorised the payment instruction.

After that time, you may be able to cancel at any time up to 3pm on the day before the payment is due to be debited from your account and credited to the payee's bank (see the **Service Workbook** for more information).

18. How will we give you information about payments made using the Service?

Transactions made using the **Service** will be shown on the statements we provide or make available for your account. There will be one debit shown on your statement for each submission.

We will provide information to you within the **Service** too. The **Service Workbook** sets out more details about this.

You should tell us as soon as possible by contacting the **Helpdesk** on **0345 519 0316** if you do not recognise a payment.

19. When can we suspend the Service?

Our General Conditions set out how we can suspend the **Service** and how we will tell you if that happens. We can also suspend the **Service** immediately if:

- we have to carry out preventative or emergency maintenance work;
- use of the **Service** goes over any agreed or specific limits;
- you have not used the **Service** for more than 13 months. If we suspend for this reason, you will need to contact us to reactivate the **Service** before you can use it again.

20. What do you need to do to keep security details relating to the Service safe?

The General Conditions set out some rules you have to follow to keep security details safe, but there are some additional things you need to do in relation to the **Service**.

You must:

- keep the PCO Pay User ID and login details strictly confidential;
- set up and keep measures in place to protect the **Service** and information/data on the **Service** from being seen, accessed or used by anyone who is not authorised to do so;
- follow instructions that we give you relating to security and procure that **Contacts** and employees using the **Service** follow instructions too;
- tell us immediately by calling the **Helpdesk** if your PCO Pay User ID or Security Details are lost, stolen or have been misused;
- tell us immediately by calling the **Helpdesk** if you become aware that someone unauthorised has used the **Service**;
- always have a primary and secondary **Contact**;
- ensure that the primary and secondary **Contacts** are directly involved in using the **Service**; and
- ensure that **Contacts** are aware of and agree to act in line with their responsibilities set out in Your Agreement and the **Service Workbook**.

21. What charges will you pay for the Service?

The charges are set out in the charges schedule for the **Service**. This is unless we agree different charges with you.

Charges may also apply to any payments you request to use the **Service**. You will find those charges in the Account Charges and Processing Times brochure.

We will take the charges for the **Service** directly from the account you have chosen in the application form (or the account you have since asked us to take the charges from in writing). We will take the charges in line with the usual charging arrangements for your account, unless we have agreed something different with you. We will take the charges, even if this causes you to become overdrawn or go further into any authorised or unauthorised overdraft.

The charges do not include VAT. You will need to pay VAT at the applicable rate in addition to the charges. You will also need to pay any other taxes or duties that are payable by you in connection with the **Service**.

22. What we will and will not be responsible for in relation to the Service?

We will not be responsible for any money you lose:

- resulting from any failure or the fault of any equipment used by you or your agents or subcontractors in connection with the **Service**;
- if you use the **Service** in a way or for a purpose that has not been recommended, authorised or intended by us; or
- if you use the **Service** in a way that breaks any law or regulation.

The limits on our liability that apply under our agreement with you relating to the **Service** will also limit the liability of any third party operator used by us to provide the **Service** (as if references to “we” included references to such third party operator).

Our entire liability to you in contract, tort (including negligence), misrepresentation, restitution or otherwise arising out of the performance or contemplated performance of these Product Specific Conditions, and/or your use of the **Service** in any period of 12 months (or such lesser period as the agreement has been in force) up to the date when the liability was incurred, must not exceed:

- a. the amount (if any) necessary to reimburse you in respect of any transaction as required by law, and
- b. the amount of the fees paid by you for the **Service** in respect of that period or the sum of £5,000, whichever must be the greater.

Where you suffer loss because of Bacs, our liability under (b) above will also be limited to what we may be able to recover from the Bacs scheme providers.



For example, if we recover £2,000 then this will be passed onto you and you will not be able to recover more than that.

You are responsible to us for any loss we suffer as a result of you breaking any of these Product Specific Conditions or allowing any **Contact** to do so.

23. What must you indemnify us for in relation to the Service?

In addition to any other rights or claims we may have against you, you indemnify us and hold us harmless for any money we lose or liability that we suffer (including any sums we are required to pay to a third party operator) directly or indirectly resulting from your or your employees, agents or representatives' negligence and/or failure to act in line with the **Service Workbook** and our agreement with you relating to the **Service**.

24. When can we make changes to these Product Specific Conditions and the Service?

The General Conditions set out when we can make changes to these Product Specific Conditions and how much notice we will give you before we make a change. Where we are required by Bacs to make a change immediately, we will not always be able to give you the amount of notice set out in the General Conditions. If that happens, we will give you as much notice as we are allowed to by Bacs.

We can also make technical and other changes to the **Service** that do not change these Product Specific Conditions or the other documents that make up our agreement with you relating to the **Service**. The **Service Workbook** tells you how we will tell you about this type of change. We will not be responsible for any costs or expenses that result from the changes we make to the **Service**.

25. Who does the intellectual property relating to the Service belong to?

The copyright and all other intellectual property rights in the **Service**, **Service Workbook** and all information, techniques, data and designs relating to them are and will remain our property or the property of our suppliers. You will not obtain any rights in our property or the property of our suppliers.

You must not copy the **Service Workbook** or any of the information, techniques, data or designs relating to the **Service**.

The PCO Pay Files and data entered on the **Service** will be and will remain your property.

26. What must you keep confidential relating to the Service?

You must keep all information and documents relating to the **Service** (including all techniques, data, designs and all **Bacs Confidential Information**) completely confidential.

You must not disclose any of such information or documents to anyone, other than your **Contacts** and any other of your employees who are directly involved in using the **Service** and who need to know the information to carry out their duties. You must make sure that those people are aware of the confidentiality requirements in these Product Specific Conditions and that they act in line with them.

You do not have to keep information confidential to the extent that:

- information is already in the public domain, through no fault of yours;
- you are told you must disclose certain information by law; or
- you are required to disclose the information to us to query any transaction made using the **Service**.

You must continue to keep information confidential, even after the **Service** ends.

27. When can we end the Service?

Our General Conditions set out how you and we can end the **Service**. We can also end the **Service** immediately if:

- you do not hold a bank account with us; or
- you have not used the **Service** for more than 13 months.

28. How should you contact us about the Service?

You should contact us by email at **customerservices@payandcollectonline.lloydsbank.co.uk**

When you send communications to us, they must be signed by the "Primary" or "Secondary" contact named on your application form for the **Service**.

If you want to contact us in relation to a legal action or because you might want to start court proceedings, you cannot use email to contact us. You can find more information about this in the General Conditions.

Tell us what you think
of this communication.

We won't ask for any personal
information in this survey.



Our service promise

Please let us know if you have a problem - we're here to help. See our complaints process on our 'Help & Support' page at business.bankofscotland.co.uk/complaint

Find out more

 **Speak to your relationship team**

 **bankofscotland.co.uk/business**

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