

BUSINESS BANKING

Terms and Conditions

Commercial Telephone Banking



These terms and conditions apply to the supply of the Commercial Telephone Banking service. Please see the section at the end for the definitions.

1. Using this Service

- 1.1 By completing the application form for this Service you confirm that the Users are authorised by you to use the Service and (where applicable) to instruct the Bank to carry out Transactions on all your Accounts (whether opened now or in the future) and that the Bank is authorised to carry out such instructions and Transactions.
- 1.2 You acknowledge that any individual who is not listed in the application form for this Service will be deemed to be authorised by you to use this Service and will become a User:
 - 1.2.1 if they pass the Bank's Standard Customer Verification Procedure on any of your Account(s). The Bank's Standard Customer Verification Procedure can be passed by anyone who has access to your statements and banking information. It is therefore important that you keep your statements and banking information in a secure place and do not disclose them to anyone whom you do not want to access your Account(s); or
 - 1.2.2 if they already have an established relationship with you which is recorded on our Account(s); and any such User's use of this Service will be subject to these terms and conditions.
- 1.3 You also agree that any User may apply for the Text Alerts service on your behalf and this service will be subject to separate terms and conditions which will be supplied to the User upon application and accepted by them on your behalf.
- 1.4 Provided that we can identify the User by reference to their Security Number and date of birth, we will act on the User's instructions without seeking further confirmation from you.
- 1.5 We will notify you in writing where an individual registers a Security Number to access your Account(s) and becomes a User pursuant to clause 1.2. It is your responsibility to tell us in writing IMMEDIATELY if you are not happy with any such individual having a Security Number on any of your Account(s).
- 1.6 The Service is free. The Business will however be liable for the normal costs of all calls and the normal charges for the Transactions which are set out in the 'Charges' brochure. We can also give information about the charges for Transactions when a User calls.
- 1.7 If you have set any signing restrictions or instructions in your bank mandate for your Accounts, these restrictions will not apply to the Service. For example, if you have set a restriction of "Any two" signatories to sign any transfer or have set a financial cap on any signatory, these restrictions will not apply to Transactions a User can make using the Service and we will carry out the Transaction upon the sole instruction of the User via the Service and the financial cap will not be applied.
- 1.8 We cannot change or alter direct debits unless the originator agrees. You should contact them direct. We cannot change or alter direct debits unless the originator agrees. You should contact them direct.
- 1.9 These conditions are in addition to those for the accounts and services you are accessing through this Service. If there is any conflict, these conditions override any others.

2. Your obligations

- 2.1 You will ensure that the Users do not record their Security Number in any form recognisable by others or disclose it to anyone. A User will be asked to provide a combination of numbers from the Security Number when telephoning us. They must not disclose the whole Security Number.
- 2.2 You will ensure that if a User forgets their Security Number or suspects that someone else knows it, you or the User will notify us immediately by calling **0345 300 0268** or your relationship manager.
- 2.3 You can cancel any User's authority to use this Service by calling us on **0345 300 0268** or by contacting your relationship manager.

- 2.4 If you cancel a User's authority then, unless you instruct us otherwise, we will process all outstanding instructions which were authorised by this User before you notified us of the cancellation. At your request we will tell you of any future Transactions set up on your Account(s) to enable you to consider whether or not to cancel any such outstanding Transactions.

3. Transactions

- 3.1 A User can only make a Transaction which is a payment from the Account to the User's personal account with the Bank using this Service if they are the director or a partner of the Business or the sole trader.
- 3.2 To instruct us to make a Transaction, the User must usually provide the account number and sort code for the account into which the payment is to be made ("Remittance Details").
- 3.3 Before we process the instruction for the Transaction we will read the Remittance Details back to the User and ask them to reconfirm that we are to carry out the Transaction. Once the User has verbally confirmed that the Remittance Details are correct and that the Transaction is to proceed, the User will be deemed to have given consent to the Transactions on your behalf.
- 3.4 The cut-off times in relation to a User instructing us to make Transactions and us starting to process them are set out below. Please note that these cut-off times are different to the times during which the Service is available to take calls.
- 3.5 Where a User calls us between 7am and 5.30pm on a Business Day to instruct us to carry out a Transaction as soon as possible, the instruction will be deemed to have been received by us on the same Business Day as the call (subject to any other cut-off times we may tell you for certain types of payment as set out or referred to in the 'Payment Transaction' brochure).
- 3.6 Subject to clause 3.7, where a User calls us outside the hours of the Business Day as set out in clause 3.5 to instruct us to carry out a Transaction as soon as possible, the instruction will be deemed to have been received by us on the next Business Day.
- 3.7 If possible we will start to process an instruction made pursuant to clause 3.6 on the same day that the User calls us. If we start to process such an instruction, the instruction will be deemed to have been received by us on the day which the call is made. This may be a day which is not a Business Day.
- 3.8 We will execute an instruction to carry out a Transaction so that the amount to be transferred reaches the payee's bank no later than the end of the next Business Day after the Business Day on which we received the instruction to make the Transaction.
- 3.9 Once a User has given consent to the instruction for the Transaction as set out in clause 3.3 the User cannot then withdraw their consent to the Transaction. We will however make reasonable efforts to cancel such a Transaction if a User so requests by calling **0345 300 0268**.
- 3.10 If a User withdraws consent for an instruction to our making a Transaction, we will be entitled to charge you a fee to compensate us for the reasonable costs and expenses we incur in relation to this.
- 3.11 If you require information on any Transaction (for example, in relation to charges or execution times), please refer in the first instance to the latest 'Payment Transaction' or 'Charges' brochure or contact your relationship manager.
- 3.12 We may refuse to make a Transaction where there are insufficient available funds in the Account.
- 3.13 Where a User instructs us to carry out a Transaction as soon as possible and the circumstances set out in clause 3.12 arise, the operator will verbally notify the User of the refusal on the call.
- 3.14 All Transactions made using this Service will be listed on the statements for the Account.
- 3.15 Payment transactions will be shown on your Account in sterling (GBP) and will be executed in sterling (GBP) unless otherwise agreed.

4. Liability

4.1 General

- 4.1.1 In addition to notifying us in clause 2.2, you must notify us as soon as possible (and at the latest within 13 months of when the payment left or should have left your Account (as applicable)) after you or a User becomes aware of any incorrectly executed Transaction or any unauthorised Transaction on your Account by telephoning **0345 072 5555** or by calling your relationship manager directly, otherwise we may not be liable to you.
- 4.1.2 Both you and the relevant User will assist us, our agents or the police in the investigation of any unauthorised use of a Security Number.
- 4.1.3 You will be liable for all unauthorised Transactions on your Account if you or a User has acted fraudulently.
- 4.1.4 As set out in clause 3.3 above, a User must usually provide us with the Remittance Details for your payment instructions to be properly executed. In such cases, if you or a User fails to provide the correct details we will not be liable should a Transaction not be properly executed although we will use all reasonable efforts to recover your payment. We reserve the right to charge you a fee to cover our reasonable costs for so doing. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.
- 4.1.5 We will not be liable for:
- ▶ any losses not directly associated with the incident that may cause you to claim against us whether or not such losses were reasonably foreseeable; nor
 - ▶ any loss of profits, loss of business, loss of goodwill or any form of special damages; nor
 - ▶ any losses associated directly or indirectly with our failing to make a payment because you have not provided us with the required or correct details.

4.2 Notwithstanding anything to the contrary in this Agreement, if we are prevented, hindered, or delayed from or in performing any of our obligations under this Agreement due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under this Agreement to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.

4.3 Unauthorised Transactions – Customer which are Micro-enterprises

- 4.3.1 Where we are liable for an unauthorised Transaction on your account and subject to you complying with any security obligations set out in clauses 2 and 4.1.1 or otherwise notified to you from time to time, we will refund to your Account the amount of the Transaction or payment and any interest and charges you have incurred and pay you any interest you have missed out on as a result of the Transaction if the payment was in fact unauthorised. Beyond this we will have no further liability for an unauthorised Transaction. When we are assessing whether a Transaction was authorised by you we cannot necessarily treat the use of the Security Number as sufficient evidence of such authorisation, although this is one of the factors that we will take into consideration.
- 4.3.2 You will not have to pay anything in respect of any unauthorised use of a Security Number unless we can show that you or a User have acted fraudulently or without all reasonable care in keeping the Security Number safe and in accordance with our security requirements and provided that you notify us as soon as you or the User becomes aware that a Security Number may have become known to someone other than the User.

Warning: If you or a User have acted fraudulently in connection with the use of a Security Number or have not taken all reasonable care in keeping a Security Number safe and in accordance with our security requirements, you will be responsible for all losses arising out of or in connection with unauthorised Transactions.

4.4 Unauthorised Transactions – non-Micro-enterprises

- 4.4.1 Clause 4.3 shall not apply if you are not a Micro-enterprise. Instead, you agree that regulations 75 and 77 of the Payment Services Regulations 2017 do not apply to you and this clause 4.4 shall apply instead.
- 4.4.2 Where you have told us that there has been an unauthorised Transaction on your Account you will be liable for such Transactions unless we are reasonably satisfied that the Transaction was unauthorised. If the Transaction was unauthorised we will refund to your account the amount of the Transaction and any interest and charges you have incurred, and pay you any interest you have missed out on as a result of the Transaction. Beyond this we will have no further liability to you for an unauthorised Transaction.
- 4.4.3 When we are assessing whether a Transaction was authorised by you:
- 4.4.3.1 we can treat the use of the Security Number as sufficient evidence to show that the payment was authorised by you or that you may have acted fraudulently or that you may have intentionally or with gross negligence failed to:
- ii. take all reasonable steps to keep the Security Number safe; or
 - iii. use the Security Number in accordance with this Agreement;
- 4.4.4 We will only be liable to you for unauthorised Transactions arising from the use of a User's Security Number after you have notified us of you or a User suspecting or becoming aware that someone else may know the Security Number.

4.5 Incorrectly executed transactions

- 4.5.1 If we fail to execute (other than in situations where you have not provided us with all of the required information), or incorrectly execute a Transaction on your Account, we will refund the amount of the transaction or payment to your Account. We will also refund to you any interest and charges you have incurred and pay you any interest you have missed out on so that it is as if the defective payment Transaction had not taken place.
- 4.5.2 If you ask us to make a payment to someone else in the EEA and the recipient's bank receives it later than set out in clause 3.8, you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 4.5.3 We will, if you ask us to, immediately and without charge, make efforts to trace any incorrectly executed payment free of charge and we will notify you of the outcome.

5. Variation

5.1 We may:

- 5.1.1 change or withdraw any part of the Service; 5.1.2 change any of these terms and conditions; 5.1.3 introduce charges for the Service.

We will notify you in writing at least two months before we make any change to these terms and conditions. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date any such change comes into effect.

However if you do not accept any change:

- 5.1.2 you can terminate this Service at any time before the change comes into effect; or
- 5.1.3 our notice of the change will be deemed to be notice of termination given under clause 6 and this Agreement will terminate immediately.

6. Termination and suspension of the Service

- 6.1 This Agreement shall continue until terminated in accordance with clause 6.4. We will normally process any instructions received before termination.
- 6.2 We may cancel or suspend your use of the Service at any time if we reasonably suspect that there has or will be fraudulent or unauthorised use in relation to the Service or if you or a User has broken the terms and conditions of your Account.
- 6.3 If we do cancel or suspend use of the Service, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures.

- 6.4 This Agreement may be terminated at any time;
- 6.4.1 immediately by you;
 - 6.4.2 immediately by us in the event that we close your Account;
 - 6.4.3 immediately by us if you or a User has broken this Agreement repeatedly and/or seriously; or
 - 6.4.4 (subject to clause 6.5 below) for any other reason, by us giving you not less than two months' written notice.
- 6.5 We may change these terms and conditions at any time to reflect changes in law, regulation or codes of practice which apply to us or the way we are regulated. We will always endeavour to give you at least two months' notice of such changes in accordance with clause 6.4.4 wherever possible. Where this is not possible we will give you as much prior notice as reasonably practicable.

7. Governing law

- 7.1 This 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.
- 7.2 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 this Agreement (including any dispute relating to any non contractual obligation arising out of or in connection with this Agreement).

8. Complaints

- 8.1 We aim to provide the highest level of customer service possible. However, if you experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If something has gone wrong please bring this to the attention of any member of staff. The complaint procedures are also published on our website: bankofscotlandbusiness.co.uk/contactus
- 8.2 We record telephone calls for resolving any disagreements. We may monitor calls to improve our service.

9. Help and information

- 9.1 If you have any queries about this Service or require a copy of this Agreement or any document referred to in it, please contact your relationship manager by writing to the address set out on your Account statement or telephone us on **0345 300 0268**. These Commercial Telephone Banking terms and conditions and any documents referred to in these terms and conditions can also be found on our website at bankofscotland.co.uk/terms

10. Notices and communication

- 10.1 Any notice to be given by either party in relation to your account shall be written, sent by facsimile, post or otherwise delivered to the other party. The address for any such notice for us will be the address which appears on your Account statement, until further notice. The address for any such notice for you will be your correspondence address. Either party may change address for communication by giving seven days' notice in writing to the other party.
- 10.2 The language of this Agreement shall be English and communications and notices between us shall be in English.

11. Third Parties

- 11.1 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

12. Definitions

- 12.1 **"Account"** your business bank accounts with us which we say may be accessed, viewed or operated through the Service.
- 12.2 **"Business"** the business in whose name the Account is maintained by us.
- 12.3 **"Business Day"** means 9am to 5pm Monday to Friday other than public and bank holidays in England and Wales, or Scotland (if in Scotland) unless transacting through one of our branches which opens for shorter hours or we notify you of different times for the processing of payments to and from your Account(s).
- 12.4 **"Micro-enterprise"** means any enterprise, or group of enterprises of which it forms part, which at the time you enter into the Agreement for this Service, employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed EUR 2million (or its equivalent).
- 12.5 **"Security Number"** a code set up by a User to assist in identification.
- 12.6 **"Service"** a telephone banking service enabling Users to give us the following instructions by telephone on your Account:
- 12.6.1 make a Transaction;
 - 12.6.2 check the balance of the accounts;
 - 12.6.3 order statements;
 - 12.6.4 ask about bill payments;
 - 12.6.5 ask about standing orders and direct debits;
 - 12.6.6 ask about recent payments made into and out of the Account(s);
 - 12.6.7 apply for Text Alerts;
 - 12.6.8 ask for information about other services.
- 12.7 **"Text Alerts"** a free service which delivers updates on your Account(s) to a User's mobile telephone as text messages.
- 12.8 **"Transaction"** any transfer of funds between your Account(s) or (provided the User is a director or a partner of the Business or is the sole trader) any payment from the Account to the User's personal account with the Bank.
- 12.9 **"User"** any person authorised by the Business to use the Service pursuant to clause 1.1 or 1.2;
- 12.10 **"we"/"us"/"our"/"Bank"** means Bank of Scotland plc, registered in Scotland No. SC327000. Registered and Head Office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.
- 12.11 **"you"/"your"/"Customer"** means the Business.

Get in touch

 bankofscotlandbusiness.co.uk

 0345 602 0304

7am-8pm Monday to Friday, and from 9am-2pm on Saturday, excluding UK public holidays

 Visit your local branch

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

If you have a hearing or speech impairment you can use the Next Generation Text (NGT) Service (previously Text Relay/Typetalk) or if you would prefer to use a Textphone, please feel free to call us on **0345 300 2755** (lines open 7am-8pm, Monday to Friday and 9am-2pm Saturday).

If you're Deaf and a BSL user, you can use the SignVideo service available at bankofscotland.co.uk/accessibility/signvideo

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service. Please note that any data sent via email is not secure and could be read by others. 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.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS).

Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

Information correct as at: February 2018.

