

# Terms and conditions

Business Internet Banking –  
Internet Banking, Bulk Payments  
and Payment Control Services



**BANK OF  
SCOTLAND**



# This agreement (“AGREEMENT”) applies to your use of Business Internet Banking featuring Internet Banking, Bulk Payments Services and Payment Control Services.

The Agreement applies in addition to any terms and conditions for the accounts and services you access through this Service. If there is any conflict, the provisions of this Agreement will apply.

## 1. Meaning of terms

Meanings of words we use	
<b>Account</b>	any of your business bank accounts with us which may be accessed, viewed or operated through the Service
<b>BoS App</b>	the Bank of Scotland mobile banking app provided by us for use on a Mobile Device that enables you to use the Service
<b>Business Day</b>	Mondays to Fridays other than public and bank holidays in England and Wales (or Scotland, if in Scotland) (Internet Banking services are generally available 24 hours a day but most payments can only be made between 9am and 5pm)
<b>Bulk Payment</b>	a batch of simultaneous payments which will be shown on your Account(s) as one debit payment
<b>Bulk Payment Limit</b>	the maximum amount which may be paid in total as one or more Bulk Payments from your Account(s) over any period of two consecutive Business Days. We will tell you your limit when we approve an application to make Bulk Payments
<b>Charges Brochure</b>	any brochure or leaflet we provide or make available to you setting out the charges that apply to your Account. This includes UK and international charges (where applicable)
<b>Charity</b>	a body set up for charitable purposes only (or in Scotland, entered in the Scottish Charity Register) with an annual income of less than £1 million
<b>Cheque Imaging</b>	Cheque Imaging means a facility within the Service which allows any Full Access (Account Signatory) User or Full Access (delegate) User to deposit a cheque into an Account through the BoS App by submitting images of the cheque taken using the camera on your Mobile Device
<b>Faster Payments Service</b>	the payments service which allows faster electronic payments to be made between accounts in the UK with sort codes capable of receiving faster payments held with banks and building societies which are members of, or participants in, the service
<b>Future Dated Payment</b>	an instruction by you to us using the Service, to make a payment on a specific date in the future
<b>Individual Payment Limit</b>	the maximum amount we agree that an individual user can pay out from your Account(s) at any one time as part of any Transaction
<b>Daily Payment Limit</b>	the maximum amount that can be paid out from your Account in a day by all Users by accumulating all individual payments for all Transactions undertaken on that day
<b>Micro-enterprise</b>	any enterprise, or group of enterprises of which it forms part, which at the time you enter into this Agreement, employs fewer than 10 persons and has an annual turnover and/or balance sheet total of less than EUR2 million (or its equivalent)

<b>Mobile Device</b>	a mobile device on which you access and use the BoS App to access and use the Service
<b>Password Information</b>	details or security procedures you must follow or use to give an instruction, confirm your identity or access a device – for example a password, security code (or PIN), memorable information or biometric data such as a fingerprint
<b>Payment Control Service</b>	a facility we offer that can be requested using the Service. This will apply to your Account(s) and allows an individual User to make a payment up to a specified limit or requires a payment instruction to be created by one User, then authorised by another User(s) of the Account before that payment instruction can be processed by the Bank
<b>Service</b>	<p>an online system that allows Users to:</p> <ul style="list-style-type: none"> <li>▶ access information about your Account(s);</li> <li>▶ make applications for, and amendments to, certain types of products and services that may be available from time to time to you;</li> <li>▶ (depending on the type of your Account) give us electronic instructions to make Transactions (including Bulk Payments) from such accounts. Electronic instructions can be given by computer, digital television, mobile device, WAP phone or any electronic device linked to our system including where we provide you with software and by any other means that we may make available for this purpose; and</li> <li>▶ use Cheque Imaging to deposit a Cheque</li> </ul>
<b>Security Device</b>	the equipment you/the Users must use so that we can identify you/the Users before permitting access to the Service for any of the Business's or third party accounts which you/the Users are authorised to access
<b>SEPA</b>	the Single Euro Payments Area and a "SEPA country" means any of the countries or territories listed from time to time on the European Payment Council's website as being part of SEPA
<b>Strong Authentication</b>	verification of a User's identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint.
<b>Third Party Provider</b>	an online service provider authorised by law and acting at your request to access your account information or make payments for you from certain payment accounts
<b>Transaction</b>	any transfer of funds between your Account(s) and another account
<b>User</b>	the individuals named on any application form for this Service which you have completed
<b>User Guide</b>	the guidelines we provide or make available to you about the Service and how you use it
<b>Text Alerts</b>	a service which delivers updates about your Account(s) to a User's mobile telephone as text messages
<b>you/your/Business</b>	the business in whose name the Account is maintained by us
<b>we/us/our/Bank</b>	Bank of Scotland plc, registered in Scotland number SC327000. Registered and Head office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.

- 1.1 We will use all reasonable efforts to provide the Service in accordance with this Agreement. You must also follow these terms and conditions.
- 1.2 What you can use the Service for depends on the type of Account(s) you have opened with us and the type of instructions and Transactions you can make on that Account. Please ask us if you are not sure.
- 1.3 Details of how to use the Service are set out on screen when you use it. Users should also refer to any terms, conditions or notices we make available to them when they use the Service.
- 1.4 To access the Service, Users must have access to the internet (your network operator may charge you for using the internet). You don't have to pay us to use the Service but you may have to pay for Transactions and other products and services you can use or apply for through the Service. These are set out in our Charges Brochures and are accessible online using the Service.
- 1.5 You must ensure that any equipment used to access the Service meets certain minimum requirements as set out on our website. If you are having difficulty accessing the Service from your equipment please contact the Internet Banking Helpdesk on **0345 300 2924**.
- 1.6 If you use a card reader to access the Service, you can order a replacement or additional card reader by following the instructions on screen when using the Service. We may charge for this but we will tell you what this is when you make a request.
- 1.7 Not all of the features and/or functionality of the Service will be available or accessible:
  - ▶ to all customers; or
  - ▶ on certain devices, software or applications.
- 1.8 If you don't log on to the Internet Banking Service for at least 14 months, we may remove your details from our database and you will be required to re-register for Internet Banking. You can re-register at: **[bankofscotland.co.uk/business](https://www.bankofscotland.co.uk/business)**

## 2. Appointing Users

- 2.1 When you appoint a new User:
  - ▶ who is an account signatory they will be appointed as a "Full Access (Account Signatory) User"; and
  - ▶ who is not an account signatory they will be appointed (at your choice) as either:
    - a) a Full Access (Delegate) User; or
    - b) a View Only Access (Delegate) User.
- 2.2 Unless you indicate otherwise on the application or a subsequent mandate variation form, the User:
  - ▶ may use the Service in relation to all existing and future Accounts held by you and the Bank is authorised to carry out instructions from a User; and
  - ▶ will, subject to confirmation by the authorised signatory, become a signatory to any Payment Control Service that applies on your Account(s).
- 2.3 When you ask to appoint a User, we will carry out checks on that individual using Credit Reference Agencies. If they do not satisfy these checks, we may refuse to appoint an individual as a User.
- 2.4 Provided that we can identify the User via their use of their Password Information and/or Security Device we will act on the User's instructions without seeking further confirmation from you. You may change any User's level of access or the number of Account(s) which they may access via this Service by completing a change request form.

- 2.5 When you authorise a User for this Service, you authorise them to use the Service and give instructions as explained under “What can a User do” below, subject to any Payment Control you set up. This means that any other signing restrictions or instructions in your mandate will not apply to the Service if they are inconsistent with this.
- 2.6 You can cancel a User’s authority to use the Service by completing a mandate variation form or by calling the Internet Banking Helpdesk on **0345 300 2924**.

### 3. What can a User do?

Type of User	What they can do
<b>Full Access (Account Signatory) User</b>	<ul style="list-style-type: none"> <li>▶ apply for Bulk Payments and request an increase of the Bulk Payment Limit;</li> <li>▶ use Cheque Imaging to deposit a cheque;</li> <li>▶ apply for, amend or cancel a Payment Control Service (see clause 4 for further details);</li> <li>▶ apply for (or make changes to) any products or services we provide to you from time to time such as savings accounts, overdrafts or lending products (these products and services will be subject to separate terms and conditions); and</li> <li>▶ carry out any of the functions of a Full Access (Delegate) User (see below).</li> </ul>
<b>Full Access (Delegate) User</b>	<ul style="list-style-type: none"> <li>▶ make, amend or delete Transactions (including Bulk Payments);</li> <li>▶ use Cheque Imaging to deposit a cheque;</li> <li>▶ as part of a Payment Control Service:               <ul style="list-style-type: none"> <li>▶ create payment instructions</li> <li>▶ authorise payment instructions created by either a Full Access (Account Signatory) User or another Full Access (Delegate) User; or</li> <li>▶ make a payment provided that the payment is within the User’s payment limit if applicable;</li> </ul> </li> <li>▶ make international payments (subject to separate terms and conditions);</li> <li>▶ apply for Text Alerts service on your behalf (subject to separate terms and conditions);</li> <li>▶ order cheque and credit books;</li> <li>▶ order statements;</li> <li>▶ instruct a Third Party Provider to make payments from your Account(s); and</li> <li>▶ carry out any of the functions of a View Only Access (Delegate) (see below).</li> </ul>
<b>View Only Access (Delegate) User</b>	<ul style="list-style-type: none"> <li>▶ check the balance on the Account(s);</li> <li>▶ view Transactions;</li> <li>▶ view the deposit status for Cheques paid into the Account (s)</li> <li>▶ make any other function related enquiry we may make available as part of this Service from time to time in relation to the Account(s); and</li> <li>▶ instruct a Third Party Provider to access information on your Account(s).</li> </ul>

## 4. Payment Control Service

- 4.1 Any Full Access (Account Signatory) User may request, change or end a Payment Control Service.



### What is a Payment Control Service?

One of the following restrictions on making payments:

- ▶ an Individual Payment Limit for a User;
- ▶ subject to clause 4.2, every payment requires:
  - ▶ two Users to participate in the control process (one User creates and approves a payment instruction and the second User authorises that instruction); or
  - ▶ three Users to participate in the control process (one User creates and authorises a payment instruction and two other Users must also authorise that same payment instruction).

- 4.2 Any Full Access (Account Signatory) User may designate an individual User as a "Creator" can only create payment instructions. Where this is the case, the designating User can also decide that:
- 4.2.1 The Creator can also be an authoriser for the purpose of any Payment Control Service; or
  - 4.2.2 Where the Creator is not an authoriser for the purpose of a Payment Control Service, any instruction created by that Creator and subject to a Payment Control Service will require authorisation from two or three other Users, as applicable;
- 4.3 If we are asked to apply, change or end a three User authorisation process, we will write to the Business requesting authorisation for such a change. The change will not apply until authorisation is received in writing. Other changes will be applied automatically.
- 4.4 The Payment Control Service you select applies to any transfer of funds to a third party or between your connected business accounts held with us but it does not apply to transfers between your other accounts you could make from the Service.
- 4.5 If no Payment Control Service is set up, any one of your Full Access Users will be able to make a payment subject to the limits set out for the Service within Internet Banking.
- 4.6 If you set up a Payment Control Service and a payment is awaiting authorisation from another User then it is your responsibility to set up internal arrangements within your business to ensure that you are made aware of such pending payments. We will not be liable where a pending payment is delayed because it was not authorised by a User in accordance with any Payment Control Service arrangement you have set up.

## 5. Your obligations

- 5.1 You must ensure that Users take reasonable care to protect their Password Information and Security Device and prevent unauthorised access to the Service.

### For example

Users should:

- ▶ not record their Password Information in any form recognisable by others or share it with anyone else, including (but not limited to) other Users, members of your staff, members of their families, Bank staff or anyone on our helpdesk;
  - ▶ not let anyone else give instructions or access information on your accounts unless that person has a separate arrangement with us or you or a User has authorised them to operate your accounts for you;
  - ▶ not allow anyone else to use a Security Device;
  - ▶ use Password Information that meets the requirements we set from time to time and change your Password Information at any time it is suspected that a breach of security has taken place;
  - ▶ maintain up-to-date virus protection software on any computer or other device through which you or Users access the Service;
  - ▶ do not leave their computer or device unattended when logged into the Service;
  - ▶ do not copy or change any software we provide as part of the Service and do not give that software to another person;
  - ▶ use appropriate security on devices, such as passwords and pin codes; and
  - ▶ follow any further security guidance or meet any reasonable requirements we tell you about from time to time in relation to any computer or other device through which you or Users access the Service.
- 5.2 You or the User must notify us immediately by calling Internet Banking Helpdesk on **0345 300 2924** or your Business Banking Team/Relationship Manager if:
- a) you or a User suspects that someone else knows their Password Information;
  - b) you or a User thinks someone else has had access to or has used their Security Device, or it has become compromised in some other way;
  - c) you or a User loses a Security Device; or
  - d) a Security Device is stolen.
- 5.3 If a User exceeds a specified number of attempts to correctly enter their login credentials, they will be suspended from the Service as well as any personal banking internet banking service they hold with us until they have successfully reset their Password Information.
- 5.4 We will never telephone, text or email you and ask you for your User Name, Password Information or the details from your Security Device. If you receive any such request you must not provide any of the details requested and you must notify us immediately by calling Internet Banking Helpdesk on **0345 300 2924**.
- 5.5 If you cancel a User's authority this will not affect any instructions authorised by that User before that time.
- 5.6 Use of the Service outside the United Kingdom may be subject to local law and regulations. You and any Users are responsible for making sure that such use is permitted.



- 5.7 Each time a User logs onto the Service a notification will appear at the top of the screen if payments require approval. It is the User's responsibility to click on the link which will display all payments requiring approval from that User.
- 5.8 Where Individual Payment Limits apply, it is your responsibility to ensure that those limits are sufficient for the running of your business.

## 6. Recipients

- 6.1 In order to make a payment we need the following details for the recipient:

Payment Type	Details needed
<b>Bulk Payments</b>	The recipient's account number and sort code
<b>Other sterling payments to a sterling account in the UK (other than a Bulk Payment)</b>	Payee's account number and Faster Payments Service enabled sort code
<b>Euro payments to an account within a SEPA country</b>	Payee's IBAN number and, if required, payee's full name and address, and the payee bank's SWIFT address or National Clearing Code. Sometimes we will also require the BIC.
<b>Other payments to an international account</b>	The payee bank's BIC number and IBAN number and, if required, payee's full name and address, the payee bank's SWIFT address or National Clearing Code

- 6.2 We will make payments using these details only, even if you give us other information about the recipient.

## 7. Making Payments

- 7.1 A payment is authorised if a User's Password Information and/or Security Device is used by the User, or someone they have shared these with.
- 7.2 If any payment instruction requiring authorisation by more than one User is not authorised by the last authoriser within 30 days of its creation, it will automatically expire and we will not make the payment.
- 7.3 We may set limits on the value of Transactions you can make using the Service (in addition to any individual Payment Limits you set).
- 7.4 We may not be able to carry out a Transaction (other than a Bulk Payment) if the bank or building society you are sending the payment to is not a member of the Faster Payments Service or a participant in the Faster Payments Service. If we cannot make a payment using the Faster Payment Service we will notify you or make this information available to you and you can contact us to ask if there is any other way to make the payment. Until we have received an instruction from you that we can properly execute by an alternative method we will not make the payment.
- 7.5 If a payment is delayed due to our error, you can ask us to ensure that the receiving bank credits the payment to the recipient's account as if it had been made on time.

- 7.6 If you receive funds into your Account from the EEA that were not intended to be paid to you, we will share information if it is necessary for the payer to collect the funds as we'll be required to co-operate with other banks and share all relevant information needed so the payer can trace funds sent to the wrong account.
- 7.7 This Agreement deals with outbound Transactions made using the Service. For information on inbound payments to your Account, please see your account terms and conditions.

## 8. Cheque Imaging

- 8.1 Any Full Access (Account Signatory) User or Full Access (Delegate) User and (for clause 8.6 only) View Only Access (Delegate) User may use Cheque Imaging.
- 8.2 You can use Cheque Imaging to deposit a cheque to your Account(s) into which you are permitted to deposit cheques under the Account terms and conditions, where the cheque is:
- 8.2.1 in sterling;
  - 8.2.2 payable from a UK bank or authority participating in the Image Clearing System; and
  - 8.2.3 payable to you and the name on the cheque matches the name on the Account you are paying it into.
- 8.3 The following items cannot be deposited using Cheque Imaging:
- ▶ travellers cheques
  - ▶ bank giro credit
  - ▶ electronic vouchers
  - ▶ other non-standard cheques
- 8.4 You cannot deposit a cheque using Cheque Imaging if you have previously tried to deposit it at a branch or elsewhere, or if you have deposited the cheque using Cheque Imaging before and it was rejected for any reason.
- 8.5 The BoS App will tell you whether or not a Cheque Imaging deposit succeeded. If the deposit is successful, that means the BoS App captured the cheque image and the related details you provided. It does not mean the cheque itself is problem-free or that it will be paid. Once we start processing the information we may still reject the cheque if it does not comply with this Agreement or your Account terms and conditions.
- 8.6 You can see the status of cheques successfully deposited using Cheque Imaging in the "History" tab of the BoS App. This will only show cheques deposited using Cheque Imaging on that Mobile Device. It will not show Cheque Imaging deposits made on another device by you or by another User on another device, or cheques paid in at a branch or any other place. Unsuccessful attempts are not recorded or displayed in the BoS App.
- 8.7 If the status of a Cheque Imaging deposit is shown as "Pending" or "Funds available" in the "History" tab you must not try to pay the cheque in again using the BoS App or any other way (for example, at a branch).
- 8.8 If the status of a Cheque Imaging deposit is shown as "Rejected" in the "History" tab, there will be a brief description explaining why the deposit was rejected. Please contact your Business Management Team/ Relationship Manager to understand what you can do next.

- 8.9 If a Cheque Imaging deposit is not rejected for any reason, it will be processed within the following timeframes:
- 8.9.1 if you successfully deposit it before 10pm on a Business Day, the funds will be credited to your Account by the end of the next Business Day; or
  - 8.9.2 if you successfully deposit it after 10pm on a Business Day or at any time on a non-Business Day, the funds will be credited to your Account by the end of the second Business Day after you deposited it.
- 8.10 We limit the value of cheques that can be paid in using Cheque Imaging to help reduce the risk of fraud. This means that you can pay in a single cheque up to the value stated in the BoS App, or several cheques that add up to that value on the same day. We may change these limits at any time, but you'll always see the current daily limit value displayed in the BoS App,
- 8.11 We may have to reject a cheque deposited using Cheque Imaging for any of the reasons set out in your related Account terms and conditions or for any of the following reasons:
- 8.11.1 the cheque does not comply with clause 8.2 and/or clause 8.3 above; or
  - 8.11.2 the quality of the image of the cheque that you are able to take on your Mobile Device is not good enough for all the details on the cheque to be legible to us.
- 8.12 You must keep the original paper cheque until its status is shown as 'Funds available' in the "History" tab, in case there are queries or you need to resubmit the cheque some other way, such as at a branch.

## 9. Third Party Providers

- 9.1 A User can instruct a Third Party Provider to provide services in relation to your online Account(s) as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a Third Party Provider as if it were from the relevant User.
- 9.2 How a User can use a Third Party Provider will depend on the type of online access you or they have on your Account. A User won't be able to use a Third Party Provider to do anything they cannot do in relation to your Account. For example, if a User has View Only Access, they won't be able to use a Third Party Provider to make payments but could use a Third Party Provider to access information on your Account(s).
- 9.3 If you do not want a User to have access to Third Party Providers, you should ask us to remove that User's access to internet banking.
- 9.4 We may refuse to allow a Third Party Provider to access your Account if we are concerned about unauthorised or fraudulent access by that Third Party Provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing so will undermine our reasonable security measures or otherwise be unlawful.
- 9.5 We may make available to a Third Party Provider a specific means of accessing your Account. If we do, and it tries to access your Account by a different way, we may refuse to allow that access.

- 9.6 If you (or a User) provide consent to a Third Party Provider to access your Account data so they can provide account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to Users) with the Third Party Provider as is reasonably required for them to provide their services to you.
- 9.7 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a Third Party Provider.

## 10. Payments from your Account

### Cut-off times

- 10.1 If we receive a payment instruction after the cut-off time on a Business Day, we will act on it on the next Business Day. The cut-off time for making payments depends on how and where a payment is to be made. You can find details about cut-off times for particular payments in the Charges Brochure.
- 10.2 If you ask us to make a payment on a future date, we will make the payment on that date, unless it is a non-Business Day, in which case we will make the payment on the following Business Day.
- 10.3 If you ask us to make a Future Dated Payment, we will treat it as having been received by us on the date you ask us to make the payment.
- 10.4 When making a Bulk Payment, the User must choose the intended date of receipt by the various payees' banks (the "**Bulk Payment Date**"). We will make the payment so that it is received by that date. We will treat an instruction for Bulk Payments as being received by us on the Business Day before the Bulk Payment Date (the "**Bulk Payment Instruction Date**").
- 10.5 You cannot use the Service to tell us that the time when a Transaction is to be carried out is particularly important. If you need to be sure an instruction has reached us or when it will be carried out, you can contact us. Details on execution times for Transactions are available online and are also set out in the latest Charges Brochure.
- 10.6 For payments outside the EEA and/or in non-EEA currencies different timescales will apply. You can ask us for details.

### Cancelling a payment

- 10.7 Once a User has consented to the instruction for the Transaction (or series of Transactions), they cannot usually cancel a Transaction.
- 10.8 For Future Dated Payments that aren't international payments or Bulk Payments, a User may cancel the Transaction up until 5.30pm on the Business Day before the date set for the Transaction. In some cases we may still be able to cancel a Transaction after this time if you ask us. If you ask us to cancel a regular payment such as a standing order, we will cancel the whole series of payments.
- 10.9 A User may cancel a Bulk Payment up until 5.30pm on the Business Day immediately before the Bulk Payment Instruction Date.

## When we can refuse to process a Transaction

10.10 We may refuse to process a Transaction if:

- ▶ our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, we (or the systems we use) reasonably suspect that the Transaction is fraudulent);
- ▶ you do not have available funds to make the payment or you have exceeded a limit we have applied to your Account or device such as the daily limit for withdrawals from cash machines;
- ▶ the payment amount exceeds any limit we set for the type of payment (we will tell you if this is the case);
- ▶ the payment instruction is not clear or does not contain all the required details;
- ▶ the Account you want to pay is not included in the Faster Payments scheme – you can check this with us in advance;
- ▶ there is a regulatory requirement that tells us to;
- ▶ we reasonably believe that you or someone else has used, is using or obtaining, or may use or obtain a service or money illegally or fraudulently;
- ▶ we reasonably believe that someone else may have rights over money in your Account (in this case we can also ask – or require you to ask – a court what to do, or do anything else we reasonably need to do to protect us); or
- ▶ any other reason set out separately in this Agreement applies.

10.11 Unless the law prevents us, we will try to contact you to tell you we are refusing, or are unable, to act. We will do this as soon as we can and before the time any payment should have reached the bank or building society you are sending it to. If you want to check whether a transaction has been accepted, you can contact your Business Management Team/ Relationship Manager or the Internet Banking Helpdesk on **0345 300 2924**.

### Additional information about failed payments

You can contact us to find out (unless the law prevents us telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.

10.12 If we are unable to make a standing order or Future Dated Payment from your Account because you do not have enough money in your Account on the Business Day that the standing order or Future Dated Payment is due to be made (and we do not agree to any request made by you to use an unauthorised overdraft or increased borrowing limit to make the payment), we will try to make the payment again on that Business Day and on the next Business Day. If we have been unable to make the payment after these attempts, you will be charged an unpaid item fee. A standing order or Future Dated Payment will be cancelled after four consecutive missed payments.

### Other important information

10.13 All Transactions made using this Service will be listed on the statements for the Account(s).

10.14 Payment transactions will be shown on your Account in sterling (GBP) and will be executed in sterling (GBP) unless otherwise agreed.

10.15 The terms and conditions for the accounts you access through this Service will set out details of the interest and exchange rates that will apply to payments you make.

## 11. Who is responsible for any loss?

11.1 This section also applies to any payments you make through a Third Party Provider.

11.2 You must notify us by telephoning the Internet Banking Helpdesk on **0345 300 2924** or by calling your Business Management Team/Relationship Manager directly as soon as possible after you become aware of any incorrectly executed transaction or any unauthorised transaction on your Account (even where you use a Third Party Provider), and in any case within 13 months of the transaction date.

11.3 If we made a payment incorrectly because you gave us the wrong details, we are not responsible but will try to trace and recover the funds if you ask us. We will not charge you for trying to trace the payment but can charge you our reasonable costs for recovering the funds.

11.4 If we need to investigate a Transaction on your Account we may require you or a User to co-operate with us and the police, if we need to involve them. We may need you or a User to give us confirmation or evidence that you have not authorised a Transaction.

11.5 Except as set out in this Agreement, 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.

11.6 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), we are not liable to you or required 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.

11.7 Nothing in this Agreement excludes our liability for fraudulent misrepresentation by us, our employees or agents, our liability for death or personal injury caused by our negligence or the negligence of our employees or agents, or any other liability on our part that the law says we cannot exclude.

### **Customers who are Micro-enterprises or Charities**

11.8 This section explains our obligations if you are a Micro-enterprise or a Charity and:

- ▶ we are responsible to you for an incorrectly executed Transaction, or
- ▶ you tell us that there has been an unauthorised Transaction on your Account and we cannot show that the payment was in fact authorised.

11.9 If this is the case, we will (unless we have reasonable grounds to suspect fraud or another term of this Agreement says that you are liable for the transaction) refund to your Account the amount of the Transaction. We will also refund any interest and charges:

- ▶ directly incurred on the Account because of the Transaction or payment; or
- ▶ which would not have been incurred had we executed the Transaction correctly or had the unauthorised Transaction not been made.

We will do this by the end of the next Business Day after we become aware of the incorrect or unauthorised Transaction. Beyond this we have no further liability for such a Transaction.

11.10 If we can prove you acted fraudulently, you will be liable for all payments from the account that we could not stop.

11.11 Otherwise you will not be liable for any unauthorised transactions made using your Password Information or Security Device, unless we can prove you have been grossly negligent with your Password Information or Security Device.

11.12 If we can prove this, you will be liable for all payments from the account that we could not stop, but you will not be liable for a payment: (i) after you have told us the Password Information or Security Device have been lost, stolen or could be misused; (ii) if we have failed to tell you how to report your Password Information or Security Device as lost, stolen or capable of being misused; (iii) if you could not have detected that your Password Information or Security Device were liable to misuse (including because you did not receive them), or (iv) if we did not apply Strong Authentication for the payment when a regulatory requirement said we should.

11.13 Where a payment instruction is initiated by a payee (e.g., a direct debit) and:

- ▶ you are the payee, we are responsible only for correctly transmitting the payment order to the payer's bank. If we have done this incorrectly, we will make immediate efforts to trace the payment transaction if you ask us to and we will notify you of the outcome;
- ▶ you are the payer, we are responsible to you for a failure to execute the payment transaction or for incorrectly executing it only if the payment order has been correctly transmitted to us.

### **Customers who are not Micro-enterprises or Charities**

11.14 If you are not a Micro-enterprise or Charity, the Payment Services Regulations 2017 do not apply to you to the fullest extent possible.

11.15 If we incorrectly execute a payment transaction on your Account, or fail to execute it, we are liable to you for reasonable losses you incur (unless you have not provided us with all of the required information) if:

- ▶ they arise directly from our breach of this Agreement or our negligence; and
- ▶ in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from that breach or negligence.

11.16 Our liability to refund any incorrectly executed Transaction shall be limited to the total of:

- ▶ any amount necessary to reimburse you as required by law regarding the transaction pursuant to which our breach or negligence occurred; and
- ▶ if relevant, any additional amount of interest and charges you directly incur on the Account that you would not have incurred otherwise.

Beyond this we have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.

- 11.17 You will be liable for unauthorised transactions if you or a User has acted fraudulently or has, with intent or gross negligence, failed to take reasonable steps to keep safe any of the Password Information and/or the Security Device. Otherwise, if we are reasonably satisfied that a Transaction was unauthorised we will refund to your Account the amount of the Transaction and any interest and charges directly incurred on the Account because of it. Beyond this we will have no further liability to you for an unauthorised Transaction.

## 12. Changes to this Agreement

12.1 We may at any time and for any reason:

- 12.1.1 change or withdraw any part of the Service;
- 12.1.2 change your obligations in relation to security measures, including changing the Security Device and/or Password Information;
- 12.1.3 change any of the provisions of this Agreement; and/or
- 12.1.4 introduce charges for the Service.

12.2 We will tell you in writing at least two months before we make any change to this Agreement. We will treat a change as accepted by you on the day it comes into effect unless you tell us before that date that you refuse to accept the change. If you tell us this, then:

- 12.2.1 you can end your Agreement with us at any time before the change comes into effect; or
- 12.2.2 if you do not end your Agreement with us before that date, this Agreement will terminate the day before.

12.3 We may also change anything in this Agreement at any time to reflect changes in law, regulation or codes of practice that apply to us or the way we are regulated. Wherever possible, we will give you at least two months' notice of such changes. If this is not possible we will give you as much notice as we reasonably can.

## 13. Termination and suspension of the Service

13.1 This Agreement continues until you or we end it. We will normally process any instructions received from any User before termination.

13.2 We may cancel or suspend your use of the Service (or part of the Service, for example, accessing the Service via a mobile device) at any time if:

- 13.2.1 we reasonably suspect that there is or could be illegal or fraudulent activity in relation to the Service;
- 13.2.2 we reasonably believe a regulatory requirement means we have to;
- 13.2.3 we reasonably believe that it is necessary to protect the security of your Account or the Service;
- 13.2.4 a device being used to access the Service does not comply with our reasonable security or compatibility requirements; or
- 13.2.5 you or a User has seriously or repeatedly breached the terms and conditions of this Agreement, your Account or any other product or service held or used by you.

13.3 If we 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. You can also ask your Business Management Team/Relationship Manager for information.



13.4 The table below shows how this Agreement can be ended. If we end it, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

<b>By</b>	<b>Reason</b>	<b>Notice</b>
<b>You</b>	Any reason	None
<b>Us</b>	You or a User has broken this Agreement repeatedly and/or seriously	None
<b>Us</b>	We de-register you from Internet Banking	None
<b>Us</b>	Any other reason	Two months (in writing)

13.5 If you end this Agreement it will be in respect of all your Account(s), not just some of them.

## 14. Governing law

14.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law that applies to the account you're accessing through the Service, (for example, if English law or Jersey law applies to your Account, the same law will apply to your use of the Service). The courts of that jurisdiction will also be able to deal with any legal questions connected with this agreement.

## 15. Notices and communication

- 15.1 Other than notifications of interest rate changes, any notice that you or we give each other regarding your Account must be written. When we give you a written notice, we will use a letter, e-mail, text, statement, statement insert or message, or another way which is sent to you individually. We will always use a way that we reasonably think is likely to come to your attention and satisfies regulatory requirements. Any written notice from you to us must be by post.
- 15.2 Your notices to us must be posted to the branch where the Account is held or where your business management team is based, unless we tell you otherwise. We will send you notices at the address you have given us for correspondence. We or you may change address for communication by giving seven days' written notice to the other party.
- 15.3 The language of this Agreement shall be English and communications and notices between us shall be in English.
- 15.4 We'll never phone, text or email you asking for your online log-on details. If we suspect fraud or other security threats in relation to your account, we will contact you in a fast and secure way (using the contact details we have for you) to tell you what you need to do. This may include SMS, online notifications, post, or any other appropriate messaging service.
- 15.5 You must tell us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If you don't tell us, we won't be responsible if we can't contact you or we use outdated contact details.

## 16. Privacy

- 16.1 Your use of the Service and Bank of Scotland website is also subject to our Privacy Policy and our Website terms and conditions, which are available at **bankofscotlandbusiness.co.uk/legal/personal-and-business-data**. In addition, the Service may from time to time also provide further information about how your data is collected and used by us.

## 17. Use of data for payment services

- 17.1 You explicitly consent (and have obtained the explicit consent of any User) to us accessing, processing and retaining any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by de-registering from the Internet Banking service which will end your Agreement with us.

## 18. Third Parties

- 18.1 This Agreement does not confer or intend to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 19. Help and information

- 19.1 If you have any queries about this Service please call the Internet Banking Helpdesk on **0345 300 2924**. If you require a copy of this Agreement or any document referred in it these can be found on our website at **bankofscotland.co.uk/business/contactus**
- 19.2 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 published on our website: **bankofscotland.co.uk/business/contactus**. If you disagree with the decision we make, you may be able to refer the matter to the Financial Ombudsman Service free of charge. The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at **www.financial-ombudsman.org.uk**



# Get in touch



[bankofscotland.co.uk/  
business](https://bankofscotland.co.uk/business)

## 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 [bankofscotland.co.uk/business/contactus](https://bankofscotland.co.uk/business/contactus)

Please contact us if you would like this 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–Friday and 9am–2pm Saturday).

## Important information

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.

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.

We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB:

[www.lendingstandardsboard.org.uk](https://www.lendingstandardsboard.org.uk)

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.

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](https://lloydsbankinggroup.com)

BOS\_BIB\_IB\_BP\_PCS (07/18)

