



**3** Details of Authorised Users  
**3.1** First Authorised User

Your title  Mr  Mrs  Miss  Ms

Your surname

Your first names

Any different names you have had in the last six years

Your date of birth

Position held in business

Your personal Bank of Scotland sort code and account number (if you have one)

Your home address   
  
  
 Postcode

Date you moved there

Your previous home address (if less than 3 years at present address)   
  
 Postcode

Date you moved there

Your nationality

Your country of residence

Contact telephone numbers including area dialling codes

Mobile

Work

I understand that the Business named in Section 1 of this form has requested that a Business Debit Card be issued to me and has authorised me to use any Card issued to me. I have read and understood the Conditions of Use.

I understand that any Business Debit Card issued to me may not be used for the purposes of cheque guarantee or cheque encashment. I undertake to advise you of any change of name and/or address.

I understand that I will be issued with a confidential Personal Identification Number (PIN†) to use on this account, which will allow me to use my card to withdraw cash from cash machines and within Bank branches, access any information about the accounts in the name of the Business and to authorise payments at retail outlets.

†This is a security measure, designed to protect unauthorised access to my account. My PIN will only be known by me and this number will not have been revealed to anyone else or be known by any member of bank staff.

I agree that you can make checks, use and disclose my information in accordance with the terms of the Personal and Business Data notice referred to in Section 2 of this form.

I understand that you may contact me about products and services available from the Lloyds Banking Group (the Group) and from selected companies outside the Group which you believe may interest me or benefit me financially. Other companies, including those in the Group, will not make direct marketing approaches to me without my consent.

I would prefer not to receive marketing information about these products and services.  (please cross here)

Please note that if you cross this box, we will be unable to notify you about any new products and services that may be of benefit to you. If you have previously asked us not to make direct marketing approaches, and do not cross the box, we will resume marketing approaches to you. If you do not cross the box we will make direct marketing approaches. In either case you can ask us at any time to stop contacting you. We will remind you of this right at least once every three years. This consent will supersede any previous consent.

**Your signature**

Date

**For bank use only**

**Details of identification**

Type of identification  Place of issue

Date of issue       Reference number

Nationality

**Proof of address (if required)**

Type of proof of address  Place of issue

Date of issue       Reference number

Country of origin

**Details of staff member taking ID & V**

Name of Authoriser

Location of Authoriser

Contact numbers and area dialling code

Work

Fax

AAO  LBM  RM

Authoriser's file number  Branch sort code

I certify that I have seen the original identification documents.

Authoriser's signature

Date

Please note that procedures for the identification of customers can be found on Procedures.

Your title  Mr  Mrs  Miss  Ms  Other title

Your surname

Your first names

Any different names you have had in the last six years

Your date of birth

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Authoriser's signature

Date

Please note that procedures for the identification of customers can be found on Procedures.

Sections 4 and 5 to be completed by Corporate and International customers only

4

Limited Company or Limited Liability Partnership resolution

Please complete this section unless your account authority already gives authorised signatories the authority to apply for the issue of Business Debit Cards. Your Business/relationship manager will advise you about this.

If you are applying for an additional user then you do not need to complete this section.

At a meeting of the  (Board or Committee)

Of  (Business)

Held on  (Date)

It was resolved:-

- That the Business apply to Bank of Scotland plc ("the Bank") for the issue of Business Debit Cards to authorised users as determined by the Business from time to time. The cards to be subject to the Business Debit Card Terms and Conditions, a copy of which was produced to the meeting and approved.
- That  
 Director (if company);  Any one director/member  Any two directors/members  
 Member (if LLP)    
 from time to time be authorised to request the Bank to issue Business Debit Cards to certain authorised users and be authorised to sign the application form and any other relevant documentation on behalf of the Business.
- Corporate/International business account customers only** - That the Bank be and is hereby authorised to debit the Business account number detailed in Section 1 with all transactions effected under such Business Debit Cards together with any interest thereon and with any fees for the issue and renewal of such Business Debit Cards and that the Business will be responsible for any overdraft so created with interest.

- That the Bank be and is hereby authorised to disclose any information about the accounts in the name of the Business to any of the authorised users of the Business Debit Cards.
- Islamic Corporate Account customers only** - That the Bank be and is hereby authorised to debit the Business account number detailed in Section 1 with all transactions effected under such Business Debit Cards and with any fees for the issue and renewal of such Business Debit Cards and that the Business will be responsible for any overdraft which may, under the terms of the Islamic Corporate Account, be created.
- These resolutions shall be governed by and construed in accordance with the law of the country in which our accounts with the Bank are held.
- We certify that the foregoing Resolutions have been duly passed.

Signature of Director/Member

Date

Signature of Director/Member

Date

5

Club, Charity or Society resolution

Please complete this section unless your account authority already gives authorised signatories the authority to apply for the issue of Business Debit Cards. Your Business/relationship manager will advise you about this.

If you are applying for an additional user then you do not need to complete this section.

At a meeting of the  (Officers)

Of  (Organisation)

Held on  (Date)

it was resolved:

- That the organisation apply to Bank of Scotland ("the Bank") for the issue of Business Debit Cards to authorised users as determined by the Organisation from time to time on the basis of the Business Debit Card Terms and Conditions, a copy of which was produced to the meeting and approved.
- That  Any one officer  Any two officers  
 from time to time are authorised to request the Bank to issue Business Debit Cards to certain authorised users and are authorised to sign the application form and any other relevant documentation on behalf of the Organisation.
- That the Bank is authorised to debit the Organisation's account number that is specified in the application form for the Business Debit Cards with all transactions effected under such Business Debit Cards together with any interest thereon and with any fees for the issue and renewal of such Business Debit Cards and that the Organisation will be responsible for any overdraft so created with interest.

- The Organisation acknowledges that the authorised users will be able to access information about the Organisation's account when using a Business Debit Cards at an ATM, and consents to this disclosure.
- These resolutions will be governed by and construed in accordance with the law of the country in which our accounts with the Bank are held.
- We certify that the foregoing resolutions have been duly entered in the minute book and are in accordance with the Rules of the Organisation.

Your signature

Date

Second signature (if applicable)

- 1 I/We request you to issue a Business Debit Card "the Card" to the individuals set out in Section 3 in the names of Authorised Users as determined by the Business from time to time. I/We acknowledge that the Card will be issued subject to the Business Debit Card Terms and Conditions, as amended from time to time, a copy of which has been supplied to me/us and by signing this declaration and authorisation I/we agree to the Business Debit Card Terms and Conditions.
- 2 You are authorised to debit my/our account number detailed above with all transactions effected under the Cards together with any interest thereon, any charges associated with the use of the Cards and any fees for the issue and renewal of such Cards whether the account is in credit or overdrawn or becomes overdrawn as a result of such debit. I/We will be responsible for any overdraft created together with any interest thereon.
- 3 **Applicable to Islamic Current Accounts only.**  
You are authorised to debit my/our account number detailed above with all transactions effected under the Cards and any charges associated with the use of the Cards and any fees for the issue and renewal of such Cards and whether the account is in credit or overdrawn or becomes overdrawn as a result of such debit. I/We will be responsible for any overdraft which may be created under the terms and conditions of the Islamic Current Account.
- 4 The Business acknowledges that the authorised users will be able to access any information about the accounts in the name of the Business when using Business Debit Cards and consents to this disclosure.
- 5 The Business acknowledges that any restrictions which it has placed on any individual authority for any transactions or on information we give them may no longer apply in relation to the Business Debit Card.
- 6 The Business acknowledges that the Authorised Users will be able to access information about the Business' account when using Business Debit Cards at a cash machine and consents to this disclosure.
- 7 I/We agree that you can make checks, use and disclose our information in accordance with the terms of the Personal and Business Data notice referred to in Section 2 of this form.

This declaration should be signed in accordance with the account authority form or, for Corporate and International customers only a Resolution, in the case of a Limited Company, Limited Liability Partnership or Club Charity or Society.

For and behalf of (Business name)

Your signature

Date

Name of signatory

Second signature (if applicable)

Date

Name of second signatory (if applicable)

For bank use only

Authorising staff member's name

Authorising staff members signature

Date

Information is available in large print, audio and Braille on request.

[www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk)

We accept calls via Text Relay.

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 subscribe to The Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://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.

The Lloyds Banking Group includes Bank of Scotland plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies.





These are the conditions of an Agreement between the Bank of Scotland plc and you (the customer). In condition 15 we set out special meanings we have given to some words in this Agreement.

**1 Authorised Users and your obligations**

- 1.1 We may issue a Card (and a related PIN) for use by any individual nominated by you as an Authorised User on the Account. You will be liable for all amounts arising from, or incurred by us in connection with, the use of a Card by an Authorised User (including any use in breach of this Agreement which we shall be under no obligation to prevent) which may be debited to the Account.
- 1.2 You must ensure that:
  - (a) each Authorised User signs their Card as soon as it is received;
  - (b) each Authorised User is aware of and complies with the Conditions of Use and any other requirements in the User Guide as applicable to them as a cardholder. In particular Authorised Users must not allow anyone else to use their Card, Card details or PIN and must always keep their Card safe;
  - (c) both you and all Authorised Users follow any instructions we give in connection with the safekeeping of a Card, Card details and PIN; and
  - (d) neither a Card nor the Card details are used for any illegal purpose.
- 1.3 All Cards belong to us. If we ask for a Card back, you must ensure that it is not used again and you must return it immediately, cut in half across the black stripe and/or through the smartcard chip. A person acting for us may take or retain the Card on our behalf.
- 1.4 A Card is only valid for the time period printed on it. You must ensure that it is not used outside that period.
- 1.5 We may cancel or suspend the use of a Card at any time if we reasonably suspect fraudulent or other misuse of the Card or that any security requirements relating to the use of the Card, Card details or PIN have been compromised. If we do cancel or suspend the use of a Card, 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. Once a Card has been cancelled you should ensure that the Authorised User stops using the Card and that it is destroyed by cutting it in half across the black stripe and/or through the smartcard chip.
- 1.6 When a Card expires, or is lost or stolen, we may provide you with a new Card.
- 1.7 You may from time to time apply for Cards to be issued to new Authorised Users on forms provided by us for this purpose. You may also terminate the authority of an Authorised User to use a Card. If you terminate the authority of an Authorised User to use a Card, you must destroy the Authorised User's Card by cutting it in half across the black stripe and/or through the smartcard chip.

**2 PINs**

- 2.1 You must ensure that Authorised Users comply with the following:
  - (a) on receipt of a PIN, the Authorised User must memorise the number and then destroy the slip on which it is printed;
  - (b) an Authorised User must keep their PIN secret and not let anyone else know it, or use it;
  - (c) an Authorised User must never write the PIN on their Card or on anything which is ever kept with the Card.
- 2.2 If the type of Card is changed, we will issue new PINs for Authorised Users which will be sent separately from the new Card(s). For example if you previously had Keycards for the Account and now have Business Debit Cards, the existing PINs will not work with the new Cards.
- 2.3 When an Authorised User receives a PIN it can be changed to one of the Authorised User's own choice and can be selected at any Halifax, Lloyds Bank or Bank of Scotland cash machine or any LINK ATM by following the on screen instructions from the initial "which service would you like" screen which appears upon entering the current PIN. If this screen does not appear on entering the PIN the Authorised User will need to select "Other services". This option is not available for approximately 30 days before a renewal Card is issued. As a fraud prevention measure we restrict use of some numbers which are easily guessed.

**3 Chip Cards**

- 3.1 Any programs and data held on an integrated circuit within any Card are our private property and are accessible only to Authorised Users for authorised purposes. It is a criminal offence to obtain unauthorised access to any program or data in the chip, or to make any unauthorised modification to the chip's contents.

**4 Card Transactions**

- 4.1 A Card and PIN or Security Code can be used to make withdrawals and payments from your Account by means of the various facilities we make available to you. When using a Card for a Card Transaction, the Card Transaction will be properly authorised:
  - (a) by the Authorised User using the Card together with the PIN or the Security Code, and where appropriate using any "Proceed", "Enter" or similar key. Subject to condition 4.2, once the "Proceed", "Enter" or similar key has been used authorisation cannot be withdrawn; or
  - (b) by the Authorised User signing a receipt for the Card Transaction. If the Authorised User has signed a receipt for the Card Transaction subject to condition 4.2, authorisation cannot be withdrawn once the signed voucher has been accepted by the Retailer for a Debit Card Transaction or the other party to a Counter Transaction.

- 4.2 If an Authorised User uses his Card to set up a regular payment (recurring Card Transaction) to be made from your Account, we cannot cancel any such Card Transaction. Such Card Transactions should be cancelled by you or the Authorised User telling the Retailer, or other party the Authorised User has made the arrangement with or us. If you ask us to stop the payment, you must tell us no later than the close of business on the Business Day before the payment was due to take place. We also advise you to contact the person you make payment to so that they do not keep trying to take payment. You will need to contact them if you want to cancel your agreement with them, in any case, as we cannot do that for you. By cancelling a recurring Card Transaction an Authorised User will have withdrawn authorisation for future transactions. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised.
- 4.3 Card Transactions will be shown on the statement we provide or make available for your Account. We recommend that you check your statement regularly. If there is an entry which seems to be wrong you should tell us as soon as possible so that we can sort it out. Delay in notification may make correcting any error difficult. If we need to investigate a Card Transaction on your Account you and any Authorised User should co-operate with us and the police, if we need to involve them. In some cases, we will need you or an Authorised User to give us confirmation or evidence that a Card Transaction has not been authorised. In addition to checking statements, you should notify us as soon as possible by telephoning us on 0345 300 0268 if you or an Authorised User becomes aware of a Card Transaction which has not been authorised by an Authorised User.
- 4.4 If we incorrectly apply, or omit to apply, a Card Transaction to your Account, we will correct our act or omission and refund to you any interest and charges directly incurred by you on your Account that would not have been incurred had we applied the Card Transaction correctly. If you are not a Micro-enterprise then we shall have no further liability to you. You must notify us as soon as possible after you become aware of any incorrect Card Transaction on your Account.
- 4.5 With a Card Transaction in a foreign currency, we will convert it into £ sterling on the day we debit the payment (in £ sterling) to your Account using the Payment Scheme Exchange Rate. We add a 2.75% non-sterling transaction fee to the converted sterling amount and this fee and the converted sterling amount will be shown on the statement for your Account. The day the currency conversion is carried out may be after the day the Card Transaction was carried out. You can find out the Payment Scheme Exchange Rate by calling us on 0345 300 0268.
 

The Payment Scheme Exchange Rate changes on a daily basis; is applied immediately and without giving you any prior notice.

If you undertook a Debit Card Transaction with a Retailer in a foreign currency but the Retailer converted the amount into sterling, we receive the Debit Card Transaction in that sterling amount.

Cash withdrawals abroad are subject to a charge of 1.5% of the transaction amount (minimum £1.50) plus the 2.75% non-sterling transaction fee.
- 4.6 Authorised Users may use their Cards to withdraw cash of up to £700 per day, (provided funds are available) from ATMs in the UK as well as banks and bureaux de change showing the VISA sign abroad. If a Card is used to withdraw cash from another bank, ATM operator or bureau de change there may be a handling charge by that bank, ATM operator or bureau de change.
- 4.7 A Card and PIN can be used in some cash machines and at counters within some Bank branches to get information about the accounts in the name of the Business.
- 4.8 When a Card is used to draw cash from a cash machine or from within a Bank branch at a counter, we will debit that amount, plus any handling charge, from your Account. This applies whether or not the Account is already overdrawn or becomes overdrawn as a result.
- 4.9 A Retailer, ATM operator or other third party may contact us, or an agent acting for us, for confirmation - or 'authorisation' - that we will pay a Card Transaction. We have the right to refuse authorisation for any particular Card Transaction if reasonable, for example if the Card Transaction makes your Account overdrawn or exceed a limit, you are in breach of this Agreement, or we (or the systems we use) reasonably suspect the Card Transaction is fraudulent. If authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn from your Account, even though the payment has not actually been deducted from the Account by then. If any Card Transaction is declined you may contact us at Business Service centre on 0345 300 0268 or by writing to them at Bank of Scotland, Commercial Banking, PO Box 1000, Edinburgh BX2 1LB. If we have declined the Card Transaction we will, where reasonably possible, tell you why the Card Transaction was declined. If the reason for our declining the Card Transaction was based on incorrect information, we will agree with you what needs to be done to correct that information.
- 4.10 This condition 4.10 only applies if you are a Micro-enterprise. When an Authorised User carries out a Card Transaction with a Retailer and:
  - (a) the Authorised User authorised the Card Transaction without knowing the exact amount of the Card Transaction; and
  - (b) the actual amount of the Card Transaction exceeded the amount that Authorised User could reasonably have expected taking into account their previous spending pattern, the terms of this Agreement and any other circumstances relevant to that Card Transaction,

you may request a refund of that Card Transaction provided that any such request is made within 8 weeks of the Card Transaction being debited to the Account. You will provide us with all reasonable information that we require to enable us to decide whether it is reasonable for us to refund the amount of the Card Transaction.

**5 Your Account**

**Islamic Current Account customers only** – Conditions 5.1, 5.2, 5.3 and 5.6 are not relevant for the Islamic Current Account. Please refer to conditions 5.7, 5.8, 5.9 and 5.10.

- 5.1 We provide Cards for Authorised Users so that you can operate your Account more conveniently. A Card itself does not give you an automatic overdraft or any other form of credit. If you would like to have - or to increase - an overdraft on the Account, you must apply to us in the usual way. Once we have agreed to an overdraft, you can draw on it by Authorised Users using their Card(s) but you must never go over your overdraft limit.
- 5.2 If the use of a Card creates an overdraft we have not agreed or exceeds an agreed overdraft limit, you will have broken the terms of the Account and you must repay the unagreed amount immediately. We will be entitled, under the terms of the Account, in our sole discretion and without contacting you to allow the Account to become overdrawn or the agreed overdraft limit to be exceeded. In these circumstances the new or excess overdraft is an unauthorised overdraft and we will be entitled to charge interest at our standard rate for unauthorised overdrafts and to debit that interest and any resulting bank charges from your Account.
- 5.3 We may at any time:
- demand repayment of any borrowing on your Account (plus interest and charges if applicable);
  - refuse to allow any further borrowing on an overdraft without giving you advance notice, although we will send you written confirmation.
- 5.4 We will debit the amount of each Card Transaction to your Account when we receive it. You will be liable to pay us all amounts so debited. You are also liable to pay all charges debited in accordance with condition 5.5.
- A Card Transaction is received by us when we receive the instruction from VISA. For Debit Card Transactions a payment is sent for the account of the Retailer on receipt of the instruction from VISA.
- 5.5 Charges relating to Card Transactions abroad will be shown on your Account statements. Other than the non-sterling transaction fee which is taken as set out in condition 4.5, our Charges brochures set out how, when and what we charge. For non-standard charges, (details of which are set out in our Charges brochures) we will notify you of these charges before the service is provided either verbally or in writing.
- 5.6 We are entitled to alter our charges at any time, by giving notice in accordance with condition 10.1.

**For Islamic Current Account customers only:**

- 5.7 We provide Cards for Authorised Users so that you can operate your Islamic Current Account more conveniently. A Card itself does not give you an automatic overdraft or any other form of credit. Borrowing is not permitted on the Islamic Current Account. You will not be able to have an agreed overdraft (where the balance of your account falls below £0) on your Islamic Current Account.
- 5.8 If use of a Card creates an overdraft you will have broken the terms of the Islamic Current Account and you must repay the unagreed amount immediately. We will be entitled, under the terms of the Islamic Current Account, in our sole discretion and without contacting you to allow the Islamic Current Account to become overdrawn. In these circumstances, any amount you borrow which takes the balance of your account below £0 is an unauthorised overdraft and we will be entitled to charge you an unauthorised borrowing fee at our standard published rates and to debit these fees and any resulting bank charges from your Islamic Current Account.
- 5.9 We may at any time demand repayment of any unauthorised borrowing on your Islamic Current Account (plus charges).
- 5.10 We are entitled to alter our charges at any time, by giving you notice in accordance with condition 10.1. If you ask us to switch your Islamic Current Account to another standard current account with the Bank interest may be payable.

**6 Charges**

- 6.1 Full information on our charging and interest rates is set out in our Charges brochures and on our website at [www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk). Alternatively please contact your relationship manager.

**7 Retailers**

- 7.1 We are not liable if any Retailer, bank, cash terminal or other machine will not accept your Card.

**8 Lost or stolen Cards or confidential information and unauthorised transactions**

- 8.1 If any Card is lost, stolen, misused or likely to be misused for any reason at all, or if someone else discovers the PIN, the relevant Authorised User or you must as soon as possible either:
- telephone 0345 300 0268 if you're in the UK or, if you're abroad +44 8547 20 30 99 (24 hours). We may ask you to send us written confirmation within seven days;
  - or
  - write to Bank of Scotland plc, The Mound, Edinburgh, Scotland EH1 1YZ.

**Liability for losses**

- 8.2 The provisions of this condition 8.2 shall apply if you are a Micro-enterprise:
- Unless we can show that you or an Authorised User have acted fraudulently or have not taken all reasonable care in keeping a Card or Card details safe and in accordance with our security requirements, you will not have to pay anything in respect of the use of a Card or Card details that:
    - are used before the Card or Card details are received; or
    - are lost or stolen, provided you tell us as soon as you become aware of such loss or theft.

- Unless we can show that you or an Authorised User have acted fraudulently you will not have to pay anything in respect of the unauthorised use of a Card or the Card details where the cardholder does not need to be present.
- Unless we can show that you or an Authorised User have acted fraudulently or have not taken all reasonable care in keeping a Card or the Card details safe and in accordance with our security requirements, we will refund the amount of any unauthorised Card Transaction to the Account. We will also refund any interest charged in respect of that Card Transaction together with any charges directly incurred on the Account which would not otherwise have been incurred.

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

- 8.3 Condition 8.2 shall not apply if you are not a Micro-enterprise. Instead this condition 8.3 shall apply, and the Payment Services Regulations 2009 (as replaced or amended from time to time) shall apply only insofar as they are provided for herein:
- We will only be liable to you for unauthorised Card Transactions after you have notified us of the loss, theft or misuse of the Card or Card details. If we are reasonably satisfied that the Card Transaction was unauthorised, we will refund the amount of the Card Transaction to your Account. We will also refund you any interest and charges directly incurred by you on the Account as a result of the Card Transaction but will not have any further liability to you.
- Warning:** If you or any Authorised User have acted fraudulently or have not taken all reasonable care in keeping a Card or Card details safe and in accordance with our security requirements, you will be liable for all losses in respect of any unauthorised Card Transactions.
- 8.4 Both you and the relevant Authorised User must co-operate fully with us, our agents or the police in investigating any loss, theft or possible misuse of any Card, Card details or disclosure of the PIN and in recovering a missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal, or to the police or other authorities or any other relevant third party.
- 8.5 If a Card is found after we have been told it is missing, it must not be used. You should destroy it immediately by cutting it in half across the black stripe and/or through the smartcard chip.

**9 Ending this Agreement**

- 9.1 This Agreement shall continue until terminated in accordance with the provisions of this condition 9.
- 9.2 You may end this Agreement at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black stripe and/or through the smartcard chip.
- 9.3 Subject to condition 9.4, we may end this Agreement at any time by giving you two months prior written notice.
- 9.4 We may, at any time, end this Agreement immediately by giving you written notice if any of the following occurs:
- any information you have given or give us in future (in connection with this Agreement or not) is inaccurate or changes materially before we sign this Agreement;
  - unless you have informed us in writing before we sign this Agreement, if any material litigation is, or material administrative, criminal or judicial proceedings are, being taken against you at the time this Agreement is signed; ("material" means likely, if successful, to have any damaging effect on your business);
  - without our consent, you create or permit any new charge, mortgage or security interest over your business or any part of it, or its property, assets or income;
  - without our consent, you sell or lease or dispose of your business or any part of it, or other than in the normal course of business, its property, assets or income (or attempt to do so);
  - you change the nature of your business as it is now conducted;
  - you do not have the insurance over your business and its assets that is normal for a business of your type (and you must show us evidence of this insurance if we ask for it);
  - you factor or assign any debts owed to your business without our consent;
  - you die, become of unsound mind, become insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland a petition for sequestration) is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
  - if you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or an administration application is presented or made for the making of an administration order or a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court or you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law unable to pay your debts, or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness including in Scotland granting a trust deed for creditors;

- (j) if you are a partnership (including limited liability partnership) or unincorporated association, you dissolve or a petition is presented for an order to be made for the winding up of the partnership or an application or a petition is presented or made for an administration order against the partnership;
- (k) if you are a limited liability partnership, any member ceases without our written consent to be a member, or you cease for any reason to be a limited liability partnership;
- (l) your Account is closed for whatever reason; or
- (m) you commit any other material breach of this Agreement which, if capable of remedy, is not remedied within 14 days of receipt from us of a notice setting out full particulars of the breach and requiring it to be remedied.

9.5 After this Agreement comes to an end:

- (a) we can go on deducting the amount of any Card Transactions from your Account;
- (b) **(not relevant to Islamic Current Account customers)** you will still be liable to repay any borrowing on the Account and interest and charges (if applicable) will continue until repayment in full. In particular, and in accordance with and subject to condition 4.2, if you have given instructions to a Retailer that allows them to process Card Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Retailer concerned.
- (c) **For Islamic Current Account customers only** - you will still be liable to repay any unauthorised borrowing on the Account, and charges will continue until repayment in full. In particular, and in accordance with and subject to condition 4.2, if you have given instructions to a Retailer that allows them to process Card Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Retailer concerned.

## 10 Variation

- 10.1 Subject to condition 10.2, we will notify you in writing at least two months before we make any change to these conditions or the Conditions of Use. 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:
  - (a) you can end this Agreement at any time before the change comes into effect; or
  - (b) our notice of the change will be deemed to be notice of termination given under condition 9.3 and this Agreement will terminate the day before any change comes into effect.
- 10.2 We may change these conditions or the Conditions of Use 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 condition 10.1 wherever possible. Where this is not possible we will give you as much prior notice as reasonably practicable.
- 10.3 **For Islamic Current Account customers only** - we may, subject to condition 10.1, amend any of these conditions following guidance from the Shariah Committee.

## 11 Changing Card Type

- 11.1 We may issue a different card from the one you applied for to be used instead of existing Cards under the VISA, MasterCard, or any other card acceptance scheme.

## 12 Notices and communication

- 12.1 Any notice to be given by either party under this Agreement shall, unless provided otherwise in this Agreement, be written, sent by post or delivered by hand to the other party (and deemed received at time of receipt). The address for any such notice for us will be the Bank of Scotland plc, The Mound, Edinburgh, Scotland EH1 1YZ until further notice. The address for any such notice for you will be the correspondence address given on the application form for the Account. Either party may change their address for communication by giving 7 days' notice in writing to the other party.
- 12.2 If there is any change in your name and address you must inform us immediately.
- 12.3 The language of this Agreement shall be English and communications and notices between us shall be in English.

## 13 General

- 13.1 This Agreement replaces any previous or existing agreement for the supply of a Card on your Account. Any such agreement still in existence will be cancelled automatically by this Agreement.
- 13.2 We will do our best to give you a complete service at all times, but 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.
- 13.3 We will not be liable to you:
  - (a) for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
  - (b) for any loss of profits, loss of business, loss of goodwill or any form of special damages.

- 13.4 We may make available to you other individual services or benefits because you hold a Card. If we do so, we will have the right to withdraw the services or benefits covered by this Agreement at any time, without having to give you advance notice.
- 13.5 If we relax any term of this Agreement for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.
- 13.6 You may not transfer your legal rights under this Agreement to anyone else.

## 14 Governing law

- 14.1 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 your Account is held in England and Wales or the laws of Scotland if your Account is held in Scotland.

The courts of either England and Wales or Scotland (depending on where your Account is held) 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).

## 15 Definitions

**Account:** an account in your name(s) identified by the number given on your Card application form (or, if this account is transferred to another branch, the account number at your new branch).

**ATM:** Automated Teller Machines from which cash may be withdrawn.

**Authorised User:** any of your employees to whom a Card is issued and who is authorised by you to use it.

**Business:** any body corporate or unincorporated, sole trader or partnership in whose name an Account is maintained by us and named in the application form for the Account and where the Business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several.

**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.

**Card:** a Business Debit Card issued under this Agreement, including any renewal or replacement Card.

**Card Transaction:** use of a Card and Card number, PIN or Security Code for a Debit Card Transaction, Cash Machine Transaction, Counter Transaction or any other service.

**Card Type:** any card we issue under the VISA, MasterCard, or any other card acceptance scheme.

**Cashback:** use of the Card to obtain cash from a Retailer who has agreed to accept the Card in conjunction with a purchase from that Retailer (a service often provided in supermarkets, for example).

**Cash Machine Transaction:** use of a Card and PIN to obtain cash from any cash machine which is operating and which accepts the Card.

**Counter Transaction:** use of the Card and PIN to obtain cash from any counter within a branch of any member of the Lloyds Banking Group or other banks where possible.

**Debit Card Transaction:** use of the Card or the Card number to make or authorise any payment to a Retailer who has agreed to accept the Card (for example, when you use it to pay for goods or services or for Cashback).

**Islamic Current Account:** means Islamic Business Account and Islamic Corporate Account as applicable.

**Lloyds Banking Group** includes Lloyds Bank plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies.

**Micro-enterprise:** 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 whose annual turnover and/or balance sheet total does not exceed EUR 2 million (or its sterling equivalent).

**Payment Scheme Exchange Rate:** the foreign exchange wholesale rate set by VISA and applied to Card Transactions carried out in foreign currencies to convert them to sterling.

**PIN:** the Personal Identification Number issued to Authorised Users (or subsequently selected by the Authorised User where self-selection is available) to use with a Card to enable Authorised Users to make Card Transactions.

**Retailer:** a person who agrees, by arrangement with us or the Visa International Service Association, to accept a Card as payment for goods, services or cash.

**Security Code:** the last three digits on the signature strip on the reverse of a Card.

**we/us/our/the Bank:** the Bank of Scotland plc, registered in Scotland number SC327000. Registered and Head office: The Mound, Edinburgh EH1 1YZ and its successors and assigns.

**you/your:** the Business named in the application for the Business Debit Card.

## Business Debit Card Conditions of Use

- 1 Each Authorised User must sign their Card as soon as they receive it.
- 2 The Authorised User must not allow any other person to use the Card, Card number, Security Code or PIN and must always keep them safe. The Authorised User must always follow any instructions we give in connection with the use and safe-keeping of the Card, Card number and PIN.
- 3 The Authorised User must memorise the PIN and then destroy the slip on which it is printed. The PIN must be kept secret. Do not let anyone else know it or use it.
- 4 The Authorised User should not write the PIN on the Card or on anything which is kept at any time with the Card.
- 5 In the event of any loss, theft, or possible misuse of the Card, the Authorised User must give us or our agents any information or help we ask for, and assist us to recover the Card where relevant. We may pass the information provided to the police or any other relevant third party.
- 6 If a Card is found after the Authorised User or the Business has told us it has been lost or stolen, it must not be used. The Authorised User must ensure that it is destroyed immediately by cutting it in half across the black stripe and/or through the smartcard chip.
- 7 If either we or the Business asks the Authorised User to return the Card to us, the Authorised User must do so immediately, cut in half across the black stripe and/or through the smartcard chip.
- 8 The Card may only be used for the purposes of the Business and may not be used for any other purposes, including personal, family or household purposes. The Authorised User shall be liable to the Business for payment of any Card Transactions made by him/her which are not authorised by the Business. The Business will be liable to us for all Card Transactions and any charges.
- 9 The Business shall be liable for payment of all reasonable costs and expenses incurred by us:
  - 9.1 as a result of any breach by the Authorised User of these Conditions of Use, as amended from time to time; and
  - 9.2 in recovering any Cards which should have been returned to us.
- 10 All expenses, costs and charges referred to in these Conditions of Use, as amended from time to time, shall be debited to the Account.
- 11 The Card, Card number, Security Code or PIN must not be used for any illegal purpose or outside the period shown on the Card or if we have cancelled or suspended it.

## Other information

### Help and information

If you have any queries about your Business Debit Card or require a copy of this Agreement or any document referred to in it, please contact your relationship team. You also have access to a Helpline for general enquiries which operates from 8am to 8pm Monday to Friday (excluding bank holidays) and from 9am to 1pm on Saturdays. Please call 0345 300 0268. These terms and conditions can also be found on our website at [www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk).

### Our Service Promise

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: [www.bankofscotlandbusiness.co.uk/contactus](http://www.bankofscotlandbusiness.co.uk/contactus).

Information is available in large print, audio and Braille on request.

[www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk)

We accept calls via Text Relay.

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 subscribe to The Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://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.

The Lloyds Banking Group includes Bank of Scotland plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies.