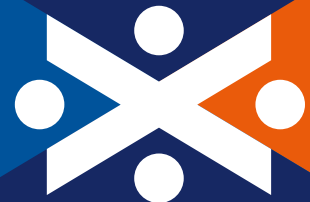


## Core Banking Agreement



# Account Reconciliation (TAR)

Product & Services  
Terms & Conditions



**BANK OF  
SCOTLAND**

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Core Banking Agreement  
("The Agreement") contains  
terms, conditions and  
important information that  
apply to certain of our  
products and services.  
Those products and services  
can be identified as they  
state in the header  
Core Banking Agreement.

# Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



## Relationship Terms & Conditions

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



## Product & Services Terms & Conditions

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



## General Information On Payments, Charges & Contacts

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

## You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at [bankofscotland.co.uk/corebankingagreement](http://bankofscotland.co.uk/corebankingagreement) or request a copy from your relationship team.

...the date on which these Product & Services Terms & Conditions are deemed to come into effect, as set out in the application form for these Product & Services Terms & Conditions and notwithstanding the date or dates of execution of the application form for these Product & Services Terms & Conditions.

**1. Commission**  
means the percentage-based commission and/or the margin-based commission, as calculated in accordance with the Pricing Schedule.

...disclosed to it lawfully by a party who did not obtain it (whether directly or indirectly) from the Disclosing Party;

...was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by reason of breach of the Agreement or breach of any obligation of confidence owed by the Receiving Party or its agents or subcontractors to the Disclosing Party; or

...is trivial or obvious,

...and (for the avoidance of doubt) the iSITE Service and the iSITE Guide are **Confidential Information**.

**9. Consent to Rely**  
means the optional consent to rely set out in the application form for these Product & Services Terms & Conditions.

**9. Control**  
has the meaning given to it by section 840 of the Income and Corporation Taxes Act 1988.

**9. Control Account**  
has the meaning given to it in clause 23.6.

**6. Designated Client Account**  
means any account held by us in your name and which is designated as holding funds beneficially owned by one or more Clients who are named or otherwise identified in the title of that account.

...the company as the meaning given to it by section 1159 of the Companies Act 2006.

**v. Intellectual Property Rights**  
means all patents, trade or service marks, registered designs, copyrights, design rights, database rights, rights to extract information from a database, know how or any other industrial or commercial property right whether future or presently existing and any application for the foregoing.

**w. Internal Payment Instruction**  
means an instruction to transfer money electronically from an Account held in an Account Group to another Account held either in the same Account Group or in another Account Group.

**ACCOUNT**  
means any Undesignated Account, Designated Client Account or Client Own Name Account or any other account type identified by us in writing from



# 1. Definitions

1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

## Account

means any account (whether in single or joint names) maintained on your behalf by us or another bank with which we agree special arrangements from time to time, **Information** in relation to which we and you agree is covered by the **Service**.

## Account Terms

means the separate Product & Services Terms & Conditions governing each **Account** maintained on your behalf by us.

## Help Service

means the guides and help files available through **Our Website**, or in print, or through any telephone service we offer which assist **Users** to access and operate the **Service**. Any written material provided by the **Help Service** does not form part of **The Agreement**.

## Information

means transactional information held by us relating to your **Accounts**.

## Intellectual Property

means the copyright, trade marks and all other intellectual property rights in the **Proprietary Information**.

## Proprietary Information

means any document, material or information supplied by us or on our behalf to you or the **Users** in connection with the **Service**, including the **Security Information**.

## Security Information

means a user identification name, code, personal identification number, password, private key information or such other security information as we may determine for use in connection with the **Service**. We may stipulate different types of **Security Information** for you, and the different categories of people who may be authorised to use the **Service**.

## Security Procedures

means the security procedures and confidentiality arrangements that you must observe as detailed in clause 4, as may be updated by us from time to time.

## Service

means the online service we provide to you under the "**Account Reconciliation Service**" name whereby **Users** using a secure file transfer protocol are permitted to access and download **Information** in accordance with your selected **Service Option**.

## Service Option

means the service option selected by you in your **Application Form** for the **Service**, or otherwise selected by you from time to time in accordance with these Product & Services Terms & Conditions.

## User

means a person we agree with you may use the **Service** on your behalf, being:

- a. a person named in your **Application Form** for the **Service**; or
- b. any additional or replacement person notified to us in writing in a form acceptable to us, and whose appointment is acceptable to us.



Any written material provided by the Help Service does not form part of The Agreement.

## 2. Users, access and use

- 2.1 You must not let anyone other than a **User** access and use the **Service** on your behalf.
- 2.2 You must notify us promptly in writing (in a form acceptable to us) of any change to your **Users**.
- 2.3 In order to access and use the **Service** you must use a browser application, a secure file transfer application and PGP encryption application that are compatible. The **Help Service** lists some compatible applications. You are responsible for obtaining and using this software.
- 2.4 Subject to other provisions of **The Agreement**, we will:
  - 2.4.1 make the **Service** available to you and **Users**;
  - 2.4.2 provide **Users** with the **Help Service** (although we may sometimes have to suspend or vary the availability of the **Help Service**); and
  - 2.4.3 take precautions, in accordance with security practices normally implemented by banks in the United Kingdom, to keep your and each **User's** personal data confidential and accessible only to you and such **Users** and our employees or agents who are engaged in communicating through and maintain the **Service**.

## 3. Charges

- 3.1 We will charge you for use of the **Service**. Our charges will be £7.50 per delivery of each file of statement information (unless otherwise agreed with your relationship team) and an invoice setting out the charges which have been incurred will be sent to you each month. These charges will be in addition to any charges in respect of the **Accounts**.
- 3.2 Subject to the section titled "Terms Applying to Charges" in the of the Relationship Terms & Conditions, we may change the amount we charge you, make new or different charges, and change the way that you have to pay the charges.
- 3.3 If you change your **Service Option** by completing a standard form provided by us, we will confirm any change in your charges to you when we confirm the changes to your **Service Option**.
- 3.4 We will confirm the charge for any ancillary service when you ask to use it.



We will confirm the charge for any ancillary service when you ask to use it.

## 4. Security

- 4.1 You are responsible for ensuring that you and all **Users** comply with the **Security Procedures**.
- 4.2 You acknowledge and agree that you owe a duty of care to us to ensure the competency, honesty, integrity and suitability of any **Users** and to ensure that, in addition to you and us, the **Security Information** and **Security Procedures** are known only to the relevant **Users**.
- 4.3 You agree to adopt, operate, and maintain effective security and confidentiality measures in relation to your and your **Users'** use of the **Service**, including taking all reasonable precautions to prevent unauthorised use of the **Service** and ensuring that all **Security Information** is kept under secure conditions and not disclosed or made available to anyone else, and that all **Users** access the **Service** in a secure manner.
- 4.4 From time to time, we may notify you of additional security requirements. You must ensure that you and each **User** promptly complies with these requirements.
- 4.5 You must ensure that no-one leaves any computer or other device connected to the **Service** unattended or allows it to be used by anyone else.
- 4.6 You must ensure that any computer or other device through which you or **Users** access the **Service** is free from any computer viruses, Trojans and malware, and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 4.7 You must contact us immediately at the **Customer Services Helpdesk** if you, any **User** or, if appropriate, anyone else employed by or connected to you know, or believe that:
- any part of anyone's **Security Information** has been, is or may be lost, stolen, misused or known to someone else;
  - anyone is, or may be, accessing or using the **Service** without appropriate authorisation, misusing the **Service**, or breaching confidentiality; or
  - any fraud is being or may be committed involving the **Service**,
- and you must also take any action that we specify to prevent such unauthorised use, or deal with these security issues.
- 4.8 You must at all times ensure that you have all the relevant and necessary licences, authorisations, permissions and consents to use the **Service** and to download and process **Information** using the **Service**.

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▶ **£7.50**

We will charge you for use of the **Service**. Our charges will be **£7.50** per delivery of each file of statement information.

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## 5. Processing data

- 5.1 You acknowledge and agree on your part and on behalf of your **Users** that persons involved in providing or maintaining the **Service** may have access to your data and the personal data of your **Users** for such purposes, but we agree that such persons will only have access if they are bound by confidentiality obligations no less onerous than those which we owe you in respect of such data, and otherwise in accordance with our privacy policy in force from time to time. By accepting **The Agreement**, you confirm that you and the **Users** agree to the processing and transfer of your data and the personal data of the **Users** in this way.

## 6. Your further obligations

- 6.1 You will, when permitting your **Users** to use and operate the **Service**, ensure that such use is strictly subject to and compliant with **The Agreement**.
- 6.2 You are responsible for and will, at your sole risk and expense, arrange access to the **Service** using the internet or any other method of communication approved by us.
- 6.3 You must comply with the specifications and other requirements we notify to you from time to time.
- 6.4 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 6.5 You must telephone us immediately if you become aware of or suspect:
- a. any failure of any part of the **Service**;
  - b. any error in any part of the **Service**;
  - c. any error affecting any data accessible through the **Service**; or
  - d. any programming error or defect or corruption of any part of the **Service**,
- and promptly use your best endeavours to assist us in implementing any remedial steps we propose.



Subject to clause 7.1, we will use reasonable endeavours to ensure that all Account information available through the Service is regularly updated and is accurate.

## 7. Account information available using the service

- 7.1 You acknowledge that any **Account** or other information available using the **Service** is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time. The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next **Business Day**. Similarly, **Information** available about an **Account** through the **Service** may not have been checked for validity or approved for payment and may not be credited or debited to the **Account** on the subsequent completion of our checking procedure.
- 7.2 Subject to clause 7.1, we will use reasonable endeavours to ensure that all **Account** information available through the **Service** is regularly updated and is accurate.
- 7.3 The records we maintain of payments or transactions will, in the absence of any obvious error, be conclusive evidence of such payments and transactions.

## 8. Confidentiality and ownership of information

- 8.1 You agree that the **Intellectual Property** will at all times remain vested in us and our licensors. You and the **Users** will take all reasonable steps to protect the **Proprietary Information** and the **Intellectual Property** and will notify us if you become aware of any actual or potential infringement of the **Intellectual Property**.
- 8.2 You acknowledge that neither you nor the users own or claim any right in the **Proprietary Information** or the **Intellectual Property**.
- 8.3 You and the **Users** must not use the **Intellectual Property** or the **Proprietary Information** except in the proper use of the **Service**, and must not take copies, sell, assign, lease, sub-licence or otherwise transfer them to anyone else.

## 9. Disclaimers regarding the Service

- 9.1 You acknowledge that we do not warrant that:
- a. the use of the **Service** will meet your general or any particular requirements; or
  - b. the **Service** will be available or accessible or that its availability will be uninterrupted or error free.
- 9.2 You acknowledge that the internet is a public system over which we have no control.

## 10. Liability

- 10.1 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded, we will not be liable in contract, tort, delict or in any other way for:
- a. fraud by you or any **User**;
  - b. any loss incurred or damages suffered by you as a result of the **Information** not being accurate, complete or up to date, or by your reliance on it;
  - c. any failure by you to use or to ensure that the use of the **Service** in accordance with **The Agreement**, the **Help Service** or any other instructions provided by us from time to time; or
  - d. any omission, error or ambiguity in information provided by you or on your behalf to us in connection with your or any **User's** use of the **Service**.
- 10.2 Subject to the limitations set out in section 16.4 of the Relationship Terms & Conditions, our maximum aggregate liability to you, whether in contract, tort, delict or in any other way in connection with your use of, access to or reliance on the **Service**, will be limited to £50,000.
- 10.3 You will be liable to us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) which we may incur or suffer arising, directly or indirectly, from any material breach of **The Agreement** by you or any **User**.
- 10.4 Where your use of the **Service** requires you to download any third party software, the use of that software may be subject to your acceptance of third party licence terms specific to that product. Where you agree to enter into a third party licence of that kind, it will confirm your rights and liabilities in relation to the use of the software concerned and you must be aware that those rights and liabilities will be unaffected by the terms of these Product & Services Terms & Conditions. Similarly, we do not warrant that any third party software is suitable for use with your computer system and we will accept no liability for any problems with your system that may arise as a result.

## 12. Other terms

10.5 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

## 11. Consequences of termination

- 11.1 On termination you will immediately ensure that neither you nor any of your **Users** attempts to access or use the **Service**, and will immediately return to us all material (whether originals or copies and in whatever medium) relating to the **Service**.
- 11.2 In the event the **Service** is used in conjunction with a joint **Account**, we shall cancel access to the **Service** and terminate these Product & Services Terms & Conditions on your death, unless the other **Account** holder is authorised to use the **Service**.

- 12.1 The Service may be used in connection with joint **Accounts** provided that one of the **Account** holders has authority to access and use the **Account**, and such **Account** holder applies to utilise the **Service** in accordance with **The Agreement**.
- 12.2 Each of our services and products have separate Terms and Conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 12.3 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 12.4 and clause 12.5, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 12.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 12.5 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

## 13. Contact details

13.1 You can contact us:



by telephone on  
**0345 300 6444**; or



by post at  
Lloyds Banking Group,  
Citymark, 150 Fountainbridge,  
Edinburgh EH3 9PE.



or by such other contact  
methods as we may from time  
to time advise you.

Further contact details are set out within General Information On Payments, Charges & Contacts.

13.2 By entering into **The Agreement**, you acknowledge and agree that email is not a reliable or secure method of communication. In the event that any email communication sent by us is confirmed with a hard copy, the hard copy version will prevail over the email version where there is inconsistency. If any statement or other information concerning your **Account** is downloaded using the **Service** which is confirmed with a hard copy provided to you by us, the hard copy will prevail to the extent of any inconsistencies (for example, to allow for reconciliations in account entries as envisaged by clause 7).

13.3 It is your responsibility to notify us of any change in your or a **User's** contact details.



## ▶ CHANGES

It is your responsibility to notify us of any change in your or a **User's** contact details.

