

Bank of Scotland plc

Commercial Banking

CB Markets Deposit Terms and Conditions

Applicable to Deposit Accounts opened on or after 3rd February 2017

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IMPORTANT INFORMATION

1. Introduction

- 1.1 This document explains in detail how Deposit Accounts opened with CB Markets work and contains the main terms and conditions for them.
- 1.2 By 'we', 'us' or 'our', we mean Bank of Scotland plc.
- 1.3 By 'you' or 'your', we mean you as a person (if you are a sole trader) and your business or legal entity (including companies and partnerships).

2. What you should know

- 2.1 These terms and conditions **apply** to Deposit Accounts you have opened with **Bank of Scotland CB Markets**. CB Markets is a part of the Commercial Banking division of Bank of Scotland plc. These Deposit Accounts include Call Accounts, Notice Accounts and Term Deposits. If you have opened a deposit account with any other division of the Commercial Banking or the wider Lloyds Banking Group separate terms and conditions will apply.
- 2.2 If your particular Deposit Account was obtained via a Bank of Scotland plc online platform, then additional Online Terms may apply.
- 2.3 These Deposit Account terms and conditions are only provided to you when you first open a Deposit Account with us. They will not be provided when you open subsequent Deposit Accounts. Should we make any changes to these terms and conditions the revised document will be available on our website.

3. Understanding these terms and conditions

- 3.1 This document consists of the following:
- (A) This introduction to these terms and conditions provides you with Important Information that you should read before opening a Deposit Account with us.
 - (B) Section 1 contains more information about how these terms and conditions work.
 - (C) Section 2 contains the General Conditions, which provide more detailed information about your Deposit Account and how it is operated, including how we work out interest, how we deal with your fund transfers and when and how we can change the terms and conditions or the interest we pay.
 - (D) Section 3 contains the Additional Conditions that apply to the Deposit Accounts. These provide you with the key features relevant to each type of Deposit Account.
 - (E) Some of the words and phrases in this document have a specific meaning. We have capitalised these words and included them in a Glossary at the end of this document
- 3.2 We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to your Deposit Account/s.
- 3.3 These terms and conditions and any Additional Conditions which apply to you supersede any previous terms and conditions for Deposit Accounts.
- 3.4 Most of the General Conditions and Additional Conditions set out in these terms and conditions apply on the same basis to all our customers regardless of size. However **if you are not a Small Business Customer** then there are some differences in the following provisions:

Differences for customers who are NOT Small Business Customers	
Cancellation rights	Do not apply.
Changes to these terms and conditions	Different notice provisions apply – see General Condition 8.3 below.
Interest Rates	Different notice periods apply – see General Condition 9.4 (B) below.
When we can close your Deposit Account	Different notice provisions apply – see General Condition 11.2 below.
Liability	Your liability for loss as a result of Unauthorised Transactions is unlimited.

4. **If you have questions**

If you have any questions about our Deposit Accounts, need further information, or would like a copy of these terms and conditions or any document referred to please contact your Bank of Scotland representative.

5. **How we are regulated**

5.1 Bank of Scotland plc is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under registration number 169628.

5.2 To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.

5.3 Bank of Scotland plc is a member of the British Bankers' Association. Please see www.bba.org.uk to find out more.

6. **Important information about compensation arrangements**

6.1 Eligible deposits are protected by the Financial Services Compensation Scheme (FSCS).

6.2 Further information about the scheme (including the amounts covered and eligibility to claim) can be obtained from the FSCS via its website www.FSCS.org.uk or by calling the FSCS on 0207 741 4100 or 0800 678 1100.

7. **If you have a disability**

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

7.2 If you have a hearing or speech impairment you can use Text Relay (previously TypeTalk) 6458. Your call 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.

8. **Cancellation Rights for Small Business Customers**

8.1 If you are a Small Business Customer you have 14 days from Account Opening, in which to cancel a Deposit Account without charge. This right to cancel does not apply to any Deposit Account where the effective term of the deposit is fixed (e.g. Term Deposits).

8.2 You do not need to provide any reason for cancellation. Just give us your notice in writing or by telephone or contact your Bank of Scotland plc representative.

8.3 On cancellation we will give you all your money back together with interest applied. If you miss the 14 day deadline you may still close your account in accordance with the General Conditions.

9. **Other information**

9.1 We will communicate with you and provide notices to you exclusively in English.

9.2 Deposit Accounts entered into under these terms and conditions are with Bank of Scotland plc whose head office is at The Mound, Edinburgh, EH1 1YZ. Registered in Scotland, no. SC327000.

10. **Should you have a complaint**

10.1 If you experience a problem, please bring this to the attention of your Bank of Scotland representative. We may record telephone calls and monitor them to improve our service.

10.2 Once we receive your complaint we will write to you to acknowledge your complaint and let you know when you can expect a full response or to tell you what we have done to resolve the problem.

10.3 The CB Markets complaints procedure is available upon request.

10.4 Some customers will be eligible complainants and be able to refer their complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help. Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0800 023 4567. Further details are available from www.financialombudsman.co.uk

SECTION 1 - HOW THESE TERMS AND CONDITIONS WORK

1. How these terms and conditions apply

- 1.1 These terms and conditions are only intended to cover the services that **Bank of Scotland CB Markets** provide to business customers, which means that you must use all Deposit Accounts solely for trade, business or professional purposes. Business customers include (but are not limited to) limited companies and limited liability partnerships as well as unincorporated bodies (for example, a partnership, club, society, charity or a sole trader or any other person providing a service for others (including a personal representative or a trustee)).
- 1.2 These Deposit Accounts are not available to consumers (which means an individual, personal representative or trustee when acting in a personal capacity that is when not acting for purposes of a trade, business or profession). You may not use your Deposit Account/s for purposes not associated with your business. We shall be entitled to take action if you do as set out in Section 2 General Conditions.

2. Agreement between us

- 2.1 Your agreement with us for each Deposit Account consists of these terms and conditions, together with any other terms and conditions that may apply to you.
- 2.2 A provision of the Additional Conditions in Section 3 below will prevail over a term of Section 2 below to the extent of any inconsistency. In addition a provision of these terms and conditions will prevail over a provision in any other applicable terms and conditions to the extent of any inconsistency.
- 2.3 Our agreement under these terms and conditions will continue from Account Opening until terminated in accordance with the General Conditions in Section 2.
- 2.4 These terms and conditions replace any previous terms and conditions between us in relation to the Deposit Accounts.

3. Facilities of your Deposit Accounts

- 3.1 The Deposit Accounts available under these terms and conditions are not “payment accounts” within the meaning of the Payment Services Regulations 2009. Deposits to and Withdrawals from a Deposit Account are restricted and we do not permit transfers to any third parties other than withdrawals paid to your Nominated Account.
- 3.2 Banking facilities such as overdrafts, payment cards and cheque facilities are not available with the Deposit Accounts under these terms and conditions.
- 3.3 In instances where we have agreed to hold monies received from clients who wish to use our Deposit Accounts as client money bank accounts within the meaning of the FCA rules, we will only hold these monies as banker and not as a trustee.

SECTION 2 – GENERAL CONDITIONS AND DETAILED INFORMATION ABOUT THE DEPOSIT ACCOUNTS

4. Opening Deposit Accounts

- 4.1 In order to open a Deposit Account with us under these terms and conditions you must:
- (A) Only act in a business non-personal capacity (that is, for the purposes of your trade, business or profession);
 - (B) Satisfy our internal checks and due diligence; and
 - (C) Provide us with details of your Nominated Account, which will be used for the purposes of receiving all funds paid into and for repaying all withdrawals from your Deposit Accounts. You must maintain a Nominated Account for the duration of any Deposit Accounts held with us. Any incorrect details may result in delays in transfers in and out of your Deposit Account.
- 4.2 Subject to 4.1 above you will be deemed to have accepted these terms and conditions upon Account Opening.
- 4.3 Certain Deposit Accounts may be subject to additional conditions as set out in Section 3 of these terms and conditions.
- 4.4 Your Nominated Account may be held with us or a third party bank which is acceptable to us.
- 4.5 You may change your Nominated Account at any time prior to the maturity of any balances held in your Deposit Accounts, subject to our agreement, by contacting your Bank of Scotland representative.
- 4.6 We may refuse to open a Deposit Account without giving a reason.
- 4.7 We may also refuse to accept funds into a Deposit Account if we reasonably believe that by doing so we might break a law, regulation, code or other duty that applies to us. We may also refuse to accept funds if we reasonably believe that by doing so we may damage our reputation.
- 4.8 Deposit Accounts that you open may be subject to restrictions on currency and minimum or maximum balances that we may apply at any time without prior notice.

5. Joint accounts

- 5.1 We may open a Deposit Account for you in joint names.
- 5.2 If you have a Deposit Account in joint names:
- (A) We can act on the instructions received from any one of the joint account holders; and
 - (B) Any one of the joint account holders may, where permitted, request closure of the joint account, unless we have been made aware of a dispute between you.

6. Transfers in and out of your Deposit Accounts

- 6.1 Funds withdrawn from your Deposit Account may only be transferred from/to your Nominated Account.
- 6.2 We will process a Withdrawal Instruction by the end of Working Day on which it is received, as long as the instruction is received by us before the Cut Off Time. This applies to payments in United States Dollars, Sterling and Euro. Withdrawals in other currencies may have different execution times. Details are available on request.

6.3 If we receive (or are deemed to have received) any Withdrawal Instruction:

- (A) After the Cut Off Time on any Working Day; or
- (B) On a day which is not a Working Day.

We will treat that transfer instruction to have been received by us on the next Working Day.

6.4 We will deem your Withdrawal Instruction or your giving us notice, as consent for any transfer to be made to your Nominated Account. Once you have given your Withdrawal Instruction you cannot revoke it. Deposit Accounts governed by these terms and conditions cannot be used to make future or recurring transfer instructions.

6.5 Withdrawals from your Deposit Accounts are subject to any limits that we may notify you of at any time.

6.6 We may decline any Withdrawal Instruction if:

- (A) There are insufficient funds available in your Deposit Account to fund that Withdrawal;
- (B) There is any dispute over your entitlement to funds in your Deposit Account;
- (C) Any of the terms applicable to the Deposit Account have not been complied with;
- (D) The Withdrawal would be contrary to any of the terms of the Deposit Account including any account limits; or
- (E) It would be unlawful or in contravention of any applicable regulations for us to do so.

6.7 We will not be responsible for any failure to carry out a Withdrawal Instruction by you where such failure on our part was due to unavoidable, abnormal or unforeseen circumstances or any other matter beyond our control.

6.8 You must notify your Bank of Scotland representative immediately if you become aware of any unauthorised or incorrectly executed withdrawals. Our liability for withdrawals instructions executed by us is set out later in this section.

6.9 We may provide you with Secure Procedures for instructing Withdrawals from your Deposit Accounts which may include security features (such as security questions or verification codes which) we will use to confirm the validity of instructions we receive.

6.10 Where applicable, we may change our Secure Procedures and where the change does not affect these terms and conditions and we reasonably consider it to be to your advantage we can do this without telling you in advance.

6.11 You must do all that you reasonably can to make sure that nobody else can use the Secure Procedures. If you think that someone else may be able to use, or has used, your Secure Procedures you must advise your Bank of Scotland representative as soon as possible.

7. Confirmations and Statements

7.1 Unless otherwise agreed, a confirmation will be sent to you electronically, by email, by post or by fax to the relevant contact address recorded in our systems each time you make a deposit or Withdrawal from your Deposit Account.

7.2 We will provide or make statements of account available to you for each Deposit Account (excluding Term Deposits).

7.3 If we are sending a statement of account or confirmation to you we will only send one copy. If a Deposit Account is held in the names of two or more persons we will only send it to the first named person on the Deposit Account.

8. **Changes to these terms and conditions**

8.1 We may change any provision in these terms and conditions where we are obliged to do so by law, regulation, or any codes of practice which apply to us.

8.2 **Changes we may make without notice**

Where we reasonably believe that a change is to your benefit, we will make the changes without prior notice and the change will be effective immediately. We will notify you of the change as soon as is practicable.

8.3 **Changes we may make with notice**

Where we reasonably believe that a change is not to your advantage:

(A) If you are a **Small Business Customer**:

- **Call Accounts** - we will provide two month's prior notice to you of the change which will be effective at the end of the notice period.

- **Notice Accounts** – the change will be effective on the later of i) two months or ii) 14 days plus a period of time equal to the applicable notice period. We will provide prior notice to you.

- **Term Accounts** – these terms and conditions apply for the duration of the term, subject to 8.1 above.

Where we reasonably believe a change is not to your advantage:

(B) If you are **not a Small Business Customer**:

- **Call Accounts** – we will provide one Working Day's prior notice to you of a change which will be effective on the Working Day after you receive notice.

- **Notice Accounts** – the change will be effective on the expiration of the applicable notice period. We will provide prior notice to you equal to notice period for that Notice Account.

- **Term Accounts** – these terms and conditions apply for the duration of the term, subject to 8.1 above.

9. **Interest Rates**

9.1 Your Bank of Scotland representative will agree the Interest Rate for your Deposit Account with you. Interest Rates for Call and Notice Accounts will be based on a Reference Rate plus a set Margin. We may also (in our discretion) agree a Managed Rate with you.

9.2 The Interest Rate is a gross annual Interest Rate without reference to any deduction or withholding we may be obliged to make by law. We reserve the right to vary arrangements described in this condition if there is a change in the relevant UK tax law.

9.3 Where the agreed Interest Rate for your Deposit Account is tracking a Reference Rate, the Reference Rate will be a published market interest rate. Any changes to the Interest Rate resulting from changes to the Reference Rate will be applied on the Working Day when the new rate becomes effective.

9.4 Where we reasonably believe that a change in the Margin is not to your advantage :

(A) If you are a **Small Business Customer**, we will provide you with:

- **Call Accounts** – two months' notice.
- **Notice Account** – a period of notice equal to the longer of i) two months or ii) 14 days plus the applicable notice period for that Notice Account.
- **Term account** - we will not change the Interest Rate applicable to any Term Deposit during the term of the deposit.

If you do not accept the change then you need to notify us before the notice period expires and the funds will be returned to you at the end of the notice period;

(B) If you are **not a Small Business Customer** we will provide you with one Working Days' notice for a Call Account, or the notice period applicable to a Notice Account.

We will not change a fixed Interest Rate applicable to any Term Deposit for the term over which we have agreed to keep it fixed.

If you do not accept the change then you need to notify us before the notice period expires and the funds will be returned to you at the end of the notice period.

9.5 Where we reasonably believe that a change in the Margin is to your advantage we can make this change immediately without prior notice.

9.6 We reserve the right to charge a Reversion Rate where you make a Withdrawal from a Notice Account.

9.7 Deposit Accounts can be held in different currencies (including GBP Sterling). Where the relevant Interest Rate for that currency becomes negative we reserve the right to apply a negative rate of interest.

9.8 For Call Accounts and Notice Accounts interest will accrue and will be applied to the Deposit Account from the Value Date. For Term Accounts, interest will be applied on the Maturity Date and on each anniversary (if applicable) of the Value Date. You must ensure that the agreed amount of funds is deposited into your Deposit Account on the agreed Value Date. Failure to do so may result in a loss of interest.

10. **When YOU can close a Deposit Account**

- **Call Accounts** can be closed at any time without notice.
- **Notice Accounts** can be closed by giving us notice equal to the relevant notice period.
- **Term Deposits** cannot be closed until the end of the applicable term.

The funds will be returned to you in accordance with General Condition 6.2 & 6.3 above,

11. **When WE can close a Deposit Account**

11.1 If you are a **Small Business Customer** we may close your account by:

- **Call Accounts** - we will give you two months' notice to close the account.
- **Notice Accounts** - we will give you notice equal to the longer of two months or 14 days plus the applicable notice period.
- **Term Deposits** cannot be closed until the end of the applicable term.

The funds will be returned to you in accordance with General Conditions 6.2 & 6.3 above

11.2 If you are not a **Small Business Customer** we may close your account by:

- **Call Accounts** - we will give you one Working Day's notice.
- **Notice Accounts** - we will give you notice equal to the applicable notice period.
- **Term Deposits** cannot be closed until the end of the applicable term.

The funds will be returned to you in accordance with General Conditions 6.2 & 6.3 above

11.3 We may close your Deposit Account/s immediately if you breach these terms and conditions or if any of the events in General Condition 12.2 occur.

11.4 We do not need to give you a reason for closing any Deposit Accounts.

12. **Termination of our agreement**

12.1 When we or you close a Deposit Account, these terms and conditions shall continue in full force and effect until all rights and obligations of the parties have been discharged.

12.2 We reserve the right to close your Deposit Account/s immediately if any of the following occur:

- (A) We have reason to believe that you are using your Deposit Account for personal reasons not connected to your business, trade or profession;
- (B) Any information you have given us (whether in connection with our agreement under these terms and conditions or not) is inaccurate;
- (C) If any material litigation is being taken against you at and you have not informed us;
- (D) If the account is of a sole trader status, and you become deceased, unsound mind, 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;
- (E) If you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or 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 into 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;
- (F) If you are a partnership (including a 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;
- (G) 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;
- (H) You fail at any time to meet any checks required by law or regulation;

- (I) If closure of your Deposit Account/s is required by the order of any court or by direction or decision of a regulator; or
- (J) You breach these terms and conditions or any other agreement with us.

13. **Charges**

Whilst we currently do not apply any charges for our Deposit Accounts this is subject to review and may change. Should we introduce charges in the future we will give you notice.

14. **Liability**

14.1 If you are a Small Business Customer you must notify us by telephone or in writing without undue delay (and in any event within 13 months of the date on which funds debited your account) after you become aware of any incorrectly executed or any Unauthorised Transactions on a Deposit Account.

14.2 If you are Small Business Customer your liability under General Condition 14.2 will be subject to a limit of £50 per instance of loss due to an Unauthorised Transaction, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:

- (A) Take all reasonable steps to keep the Secure Procedures (including each constituent personalised security feature) safe;
- (B) Use the Secure Procedures in accordance with these terms and conditions; or
- (C) Notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, or misappropriation or unauthorised use of the Secure Procedures (including any security feature),

In which case your liability for such losses will be unlimited.

If you are a not a Small Business Customer your liability for such losses is unlimited.

14.3 We will not be liable for:

- (A) Any losses not directly associated with the incident that may cause you to claim against us whether or not such losses were reasonably foreseeable;
- (B) Any loss of profits, loss of business, loss of goodwill or any form of special damages;
- (C) 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; or
- (D) Any losses resulting from our reliance on your Withdrawal Instructions where you have acted fraudulently.

14.4 If we fail to execute a Withdrawal Instruction we will refund the amount of the withdrawal to your Deposit Account. We will also refund to you any interest directly incurred by you on your Nominated Account. Beyond this we will have no further liability for an unauthorised Withdrawal.

14.5 Nothing in this condition excludes our liability for fraudulent misrepresentation by us, our employees or agents, or any other liability on our part which cannot be excluded by law.

15. **Circumstances beyond our control**

15.1 We will not be responsible if we are unable to perform any obligations under these terms and conditions, or if we are delayed in doing so due to abnormal or unforeseeable circumstances beyond our control provided that the consequences were unavoidable despite all efforts to the contrary.

15.2 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community. We may not accept instructions and may refuse to make any transfer or take any action pursuant to an instruction if, in our reasonable opinion is likely to result in a breach by us or any member of the Lloyds Banking Group. We will not be liable for any loss, damage, cost or expense by reason aforesaid and may be obliged to disclose to the relevant authorities such information as may be required.

16. Tax reporting and withholding

16.1 We may be required by legislation or by agreement with tax authorities to report certain information about you and/or your relationship with us:

- (A) To the tax authorities in the UK who may pass that information onto the tax authorities in other countries where you may be subject to tax; or
- (B) Directly to the tax authorities in other countries.

16.2 If we are required to report information about your Deposit Accounts:

- (A) You agree to provide the information requested and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to the information we obtain from you or report in order to comply with our obligations;
- (B) If you do not provide us with information requested, we may (i) apply a withholding tax to amounts, including interest, we pay to you, (ii) close your Deposit Account/s, and/or (iii) transfer the Deposit Account to an affiliate in another jurisdiction; and
- (C) We will not be liable for any loss you may suffer as a result of our complying with legislation or agreements relating to taxation issues unless that loss is caused by our gross negligence, wilful default or fraud.

17. HMRC direct recovery

HM Revenue & Customs ('HMRC') has statutory powers to recover debts due to it directly from bank and building society accounts. We will be required to respond to their enquiries and requests for information by HMRC in accordance with the Direct Recovery Scheme. We may be required to pay sums out of your Deposit Accounts to HMRC or to a suspense (or similar) account pending the HMRC's decision.

18. Right of Set-Off

18.1 If you owe money to us, we may, without prior notice, use money in all or any of your Deposit Accounts with us to reduce or repay what you owe to us under any other agreement between you and us. If we need to make a currency exchange in order for us to do so, we will use the equivalent amount in the relevant currency.

18.2 We will not use this right where doing so would contravene any law or regulation.

19. Dormant accounts

19.1 We participate in the Unclaimed Assets Scheme established under the Dormant Bank and Building Society Accounts Act 2008. The purpose of the scheme is to enable money in dormant accounts (i.e. balances in Deposit Accounts that have been inactive or dormant for 15 years or more) to be distributed for the benefit of the community while protecting the rights of customers to reclaim their money.

19.2 Under the scheme, we may transfer balances of dormant accounts to Reclaim Fund Ltd (RFL). RFL is a not-for-profit reclaim fund which is authorised and regulated by the Financial Conduct Authority.

- 19.3 If there is no activity on a Deposit Account which is not a Term Deposit for a period of at least 13 months, we reserve the right to make the account dormant and apply additional security procedures as a means of preventing fraud and protecting privacy. We will contact you first to ask whether the account should be kept open. If we do not receive a response within 2 months of contacting you and the account remains inactive we can close the account and return the funds to your Nominated Account.
- 19.4 When we make a Deposit Account dormant, the funds in the account remain in your beneficial ownership and will continue to attract interest on the same basis as before the Deposit Account was made dormant. Any changes we subsequently make to Interest Rates on Deposit Accounts of the same type will apply to the dormant account and we do not have to notify you personally of this change.
- 19.5 You may contact us at any time if you believe you have funds in a dormant Deposit Account. In the event of a valid claim, we will advise you of the balance of the Deposit Account, the amount of interest that has accrued if any and how you can access the funds.
- 19.6 If we transfer the balance of your account to the unclaimed asset scheme and RFL, you will have against RFL the same right to payment of your balance as you would have had against us if the transfer had never happened. However, we will remain responsible for managing all aspects of the customer relationship with you and for handling all repayment claims (which we will do on behalf of RFL). Therefore, you should continue to contact us in the usual way if you have any queries or complaints in relation to your account or balance.
- 19.7 Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

20. **Data protection and confidentiality**

Opening Deposit Accounts with us is subject to the Data Protection Act. We may also provide further information about how your data is collected and used by us.

21. **Transferring rights and obligations**

You may not transfer your rights and obligations under these terms and conditions (whether by way of security or otherwise) without our prior written consent.

22. **No waiver of rights**

A failure or delay by us in exercising any right in respect of these terms and conditions will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right or of any other right under these terms and conditions.

23. **Third party rights**

No party shall have any rights arising out of the Contracts (Rights of Third Parties) Act 1999.

24. **Governing Law**

These terms and conditions and any non-contractual obligations arising out of, or in connection with it, shall be governed and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms and conditions (including any dispute relating to any non-contractual obligation arising out of or in connection with these terms and conditions).

SECTION 3 - ADDITIONAL CONDITIONS FOR CALL ACCOUNTS, NOTICE ACCOUNTS AND TERM DEPOSITS

1. Key Features of Call Accounts

- You can access funds in your Call Accounts on a Working Day, provided a Withdrawal Instruction is received by us by the Cut Off Time.
- Call Accounts are available in all major currencies including Sterling, Euros and U.S. Dollars. Other currencies may be available upon request.
- The Principal and the Interest Rate will be agreed between us prior to Account Opening.
- On Withdrawal the amount to be withdrawn will be transferred to your Nominated Account.
- Interest is calculated daily to your account balance.

2. Key Features of Notice Accounts

- Notice Accounts require you to give notice before making a Withdrawal or closing your Deposit Account.
- We offer a range of Notice Accounts with different notice periods.
- Notice Accounts are available in all major currencies including Sterling, Euros and U.S. Dollars. Other currencies may be available upon request.
- The Principal and the Interest Rate will be agreed between us prior to Account Opening based on a Reference Rate.
- Any changes to the Interest Rate will be applied on the Working Day the new Interest Rate becomes effective. Refer to Section 2 Condition 9 for notification periods.
- To make a Withdrawal, you must give us notice in accordance with the relevant notice period.
- If you make a Withdrawal from your Notice Account, the Interest Rate applied to the funds to be withdrawn will be the Reversion Rate. The Reversion Rate will apply for the duration of the notice period, from the date we receive your Withdrawal Instruction. Interest on the funds to be withdrawn will be paid at the end of the notice period.
- Upon receiving your Withdrawal Instruction we will send you a Confirmation setting out the amount to be withdrawn and the date of Withdrawal.

3. Key Features of Term Deposits

We currently offer the following Term Deposits:

- Variable Rate Term Deposits;
- Fixed Rate Term Deposits;
- Partial Withdrawal Term Deposits; and
- Community Lending Report Deposits.
- Our range of Term Deposits may change at any time without prior notice.
- Term Deposits are available in all major currencies including Sterling, Euros and U.S. Dollars. Other currencies may be available upon request.
- The Principal, Interest Rate and the term of the deposit will be agreed between us prior to Account Opening.

You may not make any Withdrawal from any Term Deposit prior to the Maturity Date and must hold the Term Deposit until the end of the applicable term, except where partial withdrawal is a specific product feature.

Additional Features of Partial Withdrawal Term Deposits

- This is a specialised Deposit Account which allows a single Withdrawal up to an agreed amount prior to the end of the applicable term. You should ask your Bank of Scotland representative to see if this is available to you.
- This Deposit Account is only available in Sterling.

Additional Features of the Community Lending Report Deposit

- This is a specialised Deposit Account where we will provide you with a quarterly report on our lending activity for small and medium-sized enterprises and details of mortgage lending. You should ask your Bank of Scotland representative to see if this is available to you.
- It is only available in Sterling.

GLOSSARY

Account Opening means the date on which we agree the terms of your Deposit Account with you.

Call Account means a Deposit Account where you can access your funds on the same Working Day provided that a Withdrawal Instruction is received by us prior to the Cut Off Time.

CB Markets is a business unit of Commercial Banking.

Commercial Banking means the Commercial Banking business division of Bank of Scotland plc.

Community Lending Report Deposit means a type of Term Deposit where we will provide you with a quarterly report on our lending activity for small and medium-sized enterprises and mortgage lending.

Cut Off Time means the time by which we must receive all instructions for a Deposit Account if they are to be processed on that Working Day (5:00 p.m. London time for GBP & USD. 3:30 p.m. London time for EUR).

Deposit Account means any relevant deposits placed with CB Markets within Commercial Banking.

FCA means the Financial Conduct Authority or any successor body.

Fixed Rate Term Deposit means a Term Deposit with a fixed term and a fixed Interest Rate.

Interest Rate means the rate of interest that will apply to your Deposit Account. The gross rate of interest means the interest is applied without the deduction of tax (which may include, but not limited to income or withholding tax).

Lloyds Banking Group means Lloyds Banking Group plc, a holding company comprising Lloyds Bank plc, Bank of Scotland plc and a number of other companies.

Managed Rate means the Interest Rate for your Deposit Account agreed between us and you.

Margin means the margin we have agreed with you for a Deposit Account by which the Interest Rate for that account differs from the Reference Rate. The Margin will be expressed in percentage or basis point terms.

Maturity Date means the date on which all funds in your Term Deposit are due to be returned to you.

Nominated Account means any relevant current account, in your name, either held with us or at a third party bank acceptable to us which has been nominated by you for the purposes of transfers from/to your Deposit Account.

Notice Account means a Deposit Account that requires a period of notice for withdrawal.

Online Terms means any terms and conditions in place with you to access services via a Lloyds Banking Group online platform or a third party digital channel.

Partial Withdrawal Term Deposit means a type of Term Deposit under which partial Withdrawal is allowed.

Principal means the initial sum of money you deposit with us.

Reference Rate means an interest rate which is set by a central bank or by the market.

Reversion Rate means the rate of interest that will be applied to any funds to be withdrawn from a Notice Account pursuant to a Withdrawal Instruction. The Reversion Rate will be fixed for the duration

of the notice period. Interest on the funds to be withdrawn will be applied at the end of the notice period. This will be communicated to you on or before Account Opening.

Secure Procedures means any personalised set of procedures agreed between us, such as the use of an identification code or security question to give us instructions.

Small Business Customer means commercial businesses with an annual turnover of up to £25 million.

Term Deposit means a Deposit Account with a fixed term and with either a fixed or variable Interest Rate.

Transfer Instruction means an instruction received from you to place funds into or withdraw funds from your Deposit Account.

Unauthorised Transaction means a deposit of funds made by you into your Deposit Account, which was not authorised by you, or a withdrawal of funds from your Deposit Account pursuant to a Withdrawal Instruction which was not authorised by you.

Value Date means the date on which cleared funds to be deposited are received from you. This must be a Working Day agreed at Account Opening.

Variable Rate Term Deposit means a Term Deposit with a fixed term and a variable Interest Rate.

Withdrawal means any transaction to withdraw funds from your Deposit Account.

Withdrawal Instruction means an instruction received from you to withdraw funds from your Deposit Account.

Working Day means any day (excluding Saturday and Sunday) on which banks in London are open for business.