

Please read and retain this form –
there is no need to return it (Commercial customers only)

Telepay customer agreement

This Agreement sets out the rights and obligations of You, the customer named in the Telepay Application form, and Lloyds Bank plc, in connection with your Telepay Service. This is a legal document, so please read it carefully before You sign the Telepay Application form.

In the last section You will find definitions of certain words and phrases used in this Agreement.

1 About this Agreement

- 1.1 We, Lloyds Bank plc, agree to provide You, the Customer, with Our Telepay Service on the terms set out in this Agreement.
- 1.2 In circumstances where we have exercised our right to provide you with the Telepay Service using a third party operator pursuant to Clause 11, references in this Agreement to “we” or “us” will be deemed to include reference to the third party operator, where appropriate.
- 1.3 Subject to clause 1.2, if Your Bank is Lloyds Bank International Limited you acknowledge that Lloyds Bank plc will fulfil all performance obligations in relation to the Telepay Service on Your Bank’s behalf unless provided otherwise in this Agreement. Accordingly all instructions and communications from you in connection with the use of the Telepay Service must be direct to us.

2 Commencement

- 2.1 The Telepay Service will commence once you have completed the registration formalities and installation procedures that are referred to in the User Documentation.

3 Operating hours for your Telepay Services

- 3.1 Except as otherwise stated in this Agreement, if you choose to operate the Telepay Service by telephone or by fax the usual operating hours for the Telepay Service will be on the dates and at the times you agree with us or any third party operator appointed by us from time to time to operate the Telepay Service.
- 3.2 We have the right to suspend the Telepay Service at any time if:
 - 3.2.1 we have to carry out preventive or emergency maintenance work; or
 - 3.2.2 we are unable to maintain the Telepay Service for any reason beyond our control; or
 - 3.2.3 there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the Telepay Service; or
 - 3.2.4 use of the Telepay Service exceeds any agreed or specified limits;
 - 3.2.5 you are in breach of your obligations under this Agreement; or
 - 3.2.6 you have not used the Telepay Service for more than 12 months.
- 3.3 Other than in the circumstances set out in clause 3.3.6, if we do cancel or suspend use of the Telepay Service we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. If we cancel or suspend your use of the Telepay Service for the reason set out in clause 3.3.6, you will need to contact us to reactivate the Telepay Service before you are able to use the Telepay Service again.
- 3.4 If you wish to change the dates and times referred to in clause 3.1 or the BACS Entry Day (as defined in the User Documentation) in order to take account of bank holidays, factory closure or similar circumstances, you may request such a change by giving at least one Business Day’s prior written notice of such change to us in accordance with the User Documentation.

Whilst we will generally endeavour to comply with any change so notified to us we may not do so either because we are unable to do so or we consider it inappropriate to do so in our absolute discretion.

4 Personal use only

- 4.1 You must not transfer, subcontract, delegate or assign your rights under this Agreement to use of the Telepay Service or the Telepay Equipment to any other company or person, or otherwise permit use of the Telepay Service or Telepay Equipment by any third party.
- 4.2 You must not use the Telepay Service outside the Territory, unless you have obtained prior written consent from Lloyds Bank plc: requests for use of the Telepay Service outside the Territory should be addressed to your relationship manager in the first instance.

5 Your transactions and instructions via Telepay Authentication Procedures

- 5.1 Any data, information, instruction or message sent to us in connection with the Telepay Service must be sent in the manner specified in the User Documentation. Payment instructions submitted by you will be properly authorised by you by use of the correct Telepay User ID and password. Other than in respect of the submission of payment instructions, we may deal with individuals who contact us on your behalf in relation to the Telepay Service provided that they pass the Customer Verification Procedure.

Whether you operate the Telepay Service via fax or telephone, you must specify a Payment Date which is no less than two Business Days after the Submission Date.

Receipt by Your Bank of any instruction or message issued or purporting to be issued by you in accordance with the relevant authorisation procedure will constitute full and unconditional authority to Your Bank to carry out or act upon that instruction, message or notice. Once a payment instruction has been authorised by you, you can withdraw your authorisation at any time up to the relevant cut off time for submission of instructions set out in clause 5.10. After that time you may be able to recall a payment at any time up to 3pm on the day before the payment is due to be debited from your account and credited to the payee’s bank (see the User Guide for more information).

- 5.2 If we are not Your Bank, by signing this Agreement, you are authorising us to pass to Your Bank for implementation any instructions or messages we receive in connection with the Telepay Service which purport to come from you (whether or not they have been given or authorised by you) and which are authenticated by use of the Telepay User ID and passwords in the way described in the User Documentation.
- 5.3 If we are not Your Bank, by signing this Agreement you will be authorising Your Bank to accept, process and act upon any instruction or message passed to it by us pursuant to Clause 5.2 above.

Responsibilities for input data

- 5.4 If, through no fault of ours, any information or input data fails to reach the Telepay Files, the Telepay Service will be limited to the information that has been received and input into the Telepay Files by us or our third party operator (as appropriate).
- 5.5 You provide data, information, instructions and messages (including input to the Telepay Files) at your own risk. You will ensure that all data transmitted to us for or in connection with the Telepay Service is correct and complete. You must let us know immediately about any errors, discrepancies or omissions in accordance with the User Documentation.
- 5.6 You must provide the payees’ correct bank sort code and account number or, where relevant correct building society reference/roll number, for your payment instructions to be properly executed. If you fail to provide the correct details we will not be liable should a transaction not be properly executed although we will use all reasonable efforts to recover your payment.
- 5.7 If you operate the Telepay Service via telephone or fax, all input to Telepay Files must be made during the Telepay Service operating hours agreed pursuant to clause 3.1. If there is no payment input to the Telepay Files for any such agreed date you must input to the Telepay Service a nil return or so notify the Telepay Helpdesk as defined in and in accordance with the User Documentation.
- 5.8 Your Telepay BACS Limit will be as agreed between you and Your Bank and notified to us in writing from time to time in accordance with the User Documentation.

Acting on instructions to make payments from your account(s)

- 5.9 Where we receive a payment instruction from you for execution on a specific date, being the Payment Date, you agree that the time of receipt is deemed to be the specific date on which we are to execute the payment instruction.
Once we are deemed to have received an instruction through the Telepay Service involving the transfer of a sum of money we will put it into effect.
- 5.10 Provided we receive your payment instruction before the relevant cut off time on a Business Day we will submit your instruction to Bacs on the day we receive it. Instructions received after the cut off time or on a day that is not a Business Day will be submitted the next Business Day. The cut off times are 3.30pm for fax submissions and 4.30pm for instructions submitted by telephone.
- 5.11 Transactions are executed in £ sterling.
- 5.12 Your Bank:
 - 5.12.1 may debit the sum specified in your instruction from the account identified in your instruction or at Your Bank’s discretion any other account in your name: this applies whether the account identified is in credit or already overdrawn or becomes overdrawn as a result of the transfer. (But please also see clause 5.13);
 - 5.12.2 may in its absolute discretion make any payment in respect of the Telepay Service even if this causes the Telepay BACS Limit to be exceeded.
- 5.13 Notwithstanding clauses 1 and 5.12 above, Your Bank will be under no obligation whatsoever to make a payment in accordance with an instruction received through the Telepay Service unless:

- 5.13.1 there are already sufficient cleared funds in the account in question; or
- 5.13.2 you have already been authorised by Your Bank to overdraw enough money on the account in question to make the payment; and
- 5.13.3 the Telepay BACS Limit is not exceeded and has not been withdrawn or cancelled; and
- 5.13.4 the instruction we receive from you is clear, irrevocable and unconditional.
- 5.14 Notwithstanding clause 5.13, Your Bank may refuse to make a particular payment if it (or the systems it uses) reasonably suspect that the payment is unauthorised or fraudulent. If Your Bank does refuse to act on a payment instruction we will, where it is reasonable or we are required to do so, notify you or make available to you the reason why the payment was refused as soon as possible and in any event by the end of the Business Day following the Payment Date. Subject to any legal or regulatory requirements which may apply, we will tell you why Your Bank refused to act on your instructions and stopped the payment. If this has been due to your giving incorrect information we will tell you how to put this right. We will notify you or make this information available to you in the manner that we reasonably believe is most appropriate.
- 5.15 If Your Bank acts on any instruction received in connection with the Telepay Service to provide you with a banking service for which Lloyds Bank plc would usually require you to fill in an application form or some other written authority, by giving this instruction, you will be deemed to have read and signed Your Bank's application form or authority for such transaction. This means you will be bound by Your Bank's standard terms and conditions for that banking service (and not those of Lloyds Bank plc if different from Your Bank).
- 5.16 If you give an instruction via the Telepay Service for the purpose of making a payment from a particular account, the standard terms of Your Bank for that account will apply to the transaction (at least to the extent that those standard terms are consistent with the use of the Telepay Service).
- For example, when you use the Telepay Service to instruct Your Bank to transfer money from an interest bearing account without giving the appropriate withdrawal notice, the terms of that account at Your Bank covering the loss of interest will apply.
- 5.17 All information and data provided to you or your agent by us, Your Bank, Bacs, or by any third party operator we may appoint must be checked by you immediately on receipt. If any such information or data is incorrect or omits anything it should include you should follow the relevant instructions in the User Documentation for such eventuality.
- Information on payments from your account**
- 5.18 Transactions made under the Telepay Service will be shown on the statements Your Bank provides or makes available for your account. There will be one debit shown on your statement for each submission. We will also send you submission reports as set out in the User Guide. You should check your statement and the submission reports regularly.
- If there is an entry that 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 transaction you should co-operate with us and the police, if we need to involve them. In addition to checking statements you should notify us as soon as possible by contacting the Telepay Helpdesk on 0844 571 3505 if you become aware of a transaction which has not been authorised by you.
- 6 Your responsibilities for security**
- 6.1 As a Telepay Service customer, You must:
- 6.1.1 set up and maintain adequate measures to safeguard the Telepay Equipment and Telepay Service (including all information and data relating to payment beneficiaries) from disclosure to, and from access or use by, anyone who is not authorised to do so; and
- 6.1.2 (and must procure that Contacts and employees using the Telepay Service) comply with the provisions of this Agreement and all applicable procedures and instructions issued by us whether in the User Guide or otherwise;
- 6.1.3 keep the Telepay Equipment under your own effective control and within the Territory;
- 6.1.4 not part with possession of the Telepay Equipment;
- 6.1.5 inform us immediately by calling the Telepay Helpdesk on 0844 571 3505 or such other telephone number that we provide to you, if you become aware of the theft, loss or misuse of the Telepay User ID or passwords or the unauthorised use, by anyone, of part or all of the Telepay Service;
- 6.1.6 inform us immediately by calling the Telepay Helpdesk if you become aware of any claims by a third party in connection with your use of the Telepay Service or your possession of the Telepay Equipment; and
- 6.1.7 keep the Telepay Equipment, including the Telepay User ID and passwords strictly confidential.
- 6.2 You must ensure that:
- 6.2.1 a primary and secondary Contact are nominated by You at all times;
- 6.2.2 the Contacts distribute the Telepay Equipment, including the Telepay User ID and passwords, to those employees of yours who are directly involved in using the Telepay Service and need to have the same to carry out their duties;
- 6.2.3 Contacts acknowledge receipt of and control passwords; and
- 6.2.4 the Contacts are aware of and comply with any responsibilities on their part contained or referred to in this Agreement or the User Guide.
- 6.3 As the provider of the Telepay Service, we are entitled:
- 6.3.1 to make technical and other modifications to the Telepay Service from time to time; and
- 6.3.2 to modify or substitute the Telepay Equipment, after giving you notice in accordance with clause 12.1 unless we need to make any such modifications more quickly for legal or regulatory reasons or for reasons of security.
- 6.4 When we have given you reasonable advance notice, you must allow us, our agents, contractors or suppliers access to your premises in order to inspect, examine, modify, substitute or maintain the Telepay Service and Telepay Equipment.
- 6.5 If we exercise our right to modify the Telepay Service at any time, we will not be responsible for any of your resulting costs or expenses.
- 6.6 You must not modify any of the Telepay Equipment without our prior written agreement.
- 7 Property, copyright and allied rights**
- 7.1 The Telepay Equipment will remain our property at all times. You will not under any circumstances obtain any property rights in them.
- 7.2 The copyright and all other related intellectual property rights in the Telepay Service, Telepay Equipment, User Documentation and all information, techniques, data and designs whatsoever relating to them:
- 7.2.1 are and will remain our property (or, if applicable, our suppliers' property); and
- 7.2.2 you, as customer, will not in any circumstances obtain any rights in our property or, if applicable that of our suppliers.
- 7.3 You must not copy the User Documentation or any of the information, techniques, data or designs relating to the Telepay Service.
- 7.4 The Telepay Files will be and will remain your property, and it is your responsibility to effect any relevant registration that is required under the Data Protection Act 1998 or by any subsequent re-enactment or amendment to that Act.
- 8 Your obligation to keep Telepay Service information confidential**
- 8.1 You must keep the Telepay Service, the Telepay Equipment and all information, techniques, data and designs relating to the Telepay Service completely confidential. You must not disclose any of such information to any third party, except:
- 8.1.1 to those of your employees who:
- (a) are directly involved in using the Telepay Service, and
- (b) need to know in order to carry out their duties, and
- (c) are aware of, and comply with, these conditions in all respects; or
- 8.1.2 to the extent that the information is already in the public domain, through no fault of yours; or
- 8.1.3 if and to the extent that you are compelled to do so by law; or
- 8.1.4 if and to the extent that you are required to disclose the information to Your Bank to query any transaction effected by the Telepay Service.
- 8.2 Your obligations in connection with these confidentiality conditions will continue indefinitely: they will not end with the expiry or termination of this Agreement.
- 9 About our charges and your payments**
- 9.1 You agree to pay to us:
- 9.1.1 the charges set out in our Charges brochures or as otherwise agreed with you at the start of this Agreement or any revised charges introduced by us from time to time as allowed under clause 9.6 of this Agreement; and
- 9.1.2 any extra charges for using additional Telepay Services: these extra charges will start on the date referred to in the User Documentation. You should note that if you use the Telepay Service via telephone or fax, additional charges will apply if input to the Telepay Service is not received by us at the times agreed with you pursuant to clause 3.1 or where payments are made by us in accordance with your instructions and such payments cause your Telepay Bacs Limit to be exceeded.
- These additional charges are set out in the User Guide, or as otherwise advised to you by your relationship manager.
- 9.2 You authorise us to debit the charges referred to in clause 9.1, in accordance with the charging arrangements agreed between us. Charges will be taken from the account identified on the application form or any other account nominated by you, whether in credit or overdrawn or becoming overdrawn as a result of such debit.
- 9.3 While this Agreement lasts, you cannot cancel your authority to us (in clause 9.2) to debit our charges to your account.
- 9.4 If our charges are not paid as provided in this Agreement, we will be entitled to charge interest on the amount you still owe. (This right applies after – as well as up to – the date of any formal demand or court judgment.) The interest rate will be 8% per annum. Any interest that is unpaid will be compounded once a month.

- 9.5 Our charges for the Telepay Service do not include:
- 9.5.1 VAT, or
- 9.5.2 any other taxes or duties payable in connection with the supply and use of the Telepay Service (except those that are attributable to our profits). You will be responsible for paying any of these taxes and duties at the rate and in the way laid down by law.
- 9.6 We may change our charges for the Telepay Services at any time by giving you notice in accordance with clause 12.1.
- 9.7 To avoid any doubt, please note that the word 'charges' as used in this Agreement only applies to our charges for providing your Telepay Services which you receive. It does not apply to any charges for particular banking or other services with which you are provided in response to your requests for payment in connection with the Telepay Service which will be subject to the terms and charges set out in Your Bank's standard agreements for those particular services.
- 10 About our liabilities for loss, delay, etc.**
- 10.1 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.
- 10.2 Without prejudice to the generality of clause 10.1, we will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:
- 10.2.1 any failure or malfunction of any equipment used by you or your agents or subcontractors in connection with the Telepay Service;
- 10.2.2 use of the Telepay Service or Telepay Equipment;
- (a) in a way or for a purpose not recommended, authorised or intended by us; or
- (b) in contravention of any law or regulation;
- 10.2.3 fraud, wilful damage, negligence or breach of duty by:
- (a) any independent contractor employed by us to carry out a service on our behalf, or
- (b) any third party operator appointed by us (under clause 11.1 below). This term applies (but is not limited) to the delivery and maintenance of the Telepay Equipment and the failure of any third party to pass on information supplied by us or Your Bank.
- 10.3 We will not be liable to you:
- 10.3.1 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
- 10.3.2 for any loss or profits, loss of business, loss of goodwill or any form of special damages; nor
- 10.3.3 for any losses associated directly or indirectly with our failing to make payment because you have not provided us with the required or correct details.
- 10.4 The provisions of this clause 10.4 shall apply if you are a Micro-enterprise.
- 10.4.1 If Your Bank fails to execute (other than in situations where you have not provided us with all of the required information), or incorrectly executes a payment transaction on your account under the terms of this Agreement, your account will be refunded with the amount of the payment unless the payment was received by the payee's bank. You will also be refunded any interest and charges directly incurred by you on your account that would not have been incurred had the transaction been executed correctly.
- 10.4.2 Unless we can show that you have acted fraudulently or without all reasonable care in keeping the Telepay User ID and/or passwords safe, in accordance with our security requirements:
- (a) you will not have to pay anything in respect of the use of the Telepay User ID and passwords that:
- are used before you receive them;
 - are lost or stolen, provided You tell Us as soon as You become aware of such loss or theft; and
- (b) the amount of any unauthorised transaction and any interest charged in respect of that transaction together with any charges directly incurred on your account which would not otherwise have been incurred will be refunded to your account. Beyond this we will have no further liability to you.
- Warning:** If you have acted fraudulently in connection with the use of the Telepay User ID and/or passwords or have not taken all reasonable care in keeping them safe and in accordance with our security requirements, you will be responsible for all losses arising out of or in connection with unauthorised transactions.
- 10.5 Clause 10.4 shall not apply if you are not a Micro-enterprise. Instead this clause 10.5 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.
- 10.5.1 If Your Bank fails to execute (other than in situations where you have not provided us with all of the required information), or incorrectly executes a payment transaction on your account, we shall be liable to you for any reasonable losses incurred by you but only if they arise directly from our breach of this Agreement or our negligence, and if in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from such breach or negligence. Our liability pursuant to this clause 10.5.1 shall be limited:
- (a) to the amount of the relevant transaction pursuant to which our breach or negligence occurred necessary to reimburse your account (if any); and
- (b) to the amount of any interest and charges directly incurred by you on the account that would not have been incurred otherwise.
- Beyond this we shall have no further liability to you for a failure to execute properly or a failure to execute at all for any reason.
- 10.5.2 We will only be liable to You for unauthorised transactions arising from the use of the Telepay User ID and/or passwords after You have notified Us of the loss or theft of them. Where You have told Us that there has been an unauthorised transaction on your account You will be liable for such transactions unless We are reasonably satisfied that the transaction was unauthorised. If the transaction was unauthorised We will refund to your account the amount of the transaction and any interest and charges directly incurred on the account as a result of the transaction. Beyond this We will have no further liability to You for an unauthorised transaction.
- Warning:** If you have acted fraudulently or without all reasonable care in keeping a Security Device safe and in accordance with our security requirements you will be liable for all losses in respect of any unauthorised transactions made through that Security Device.
- 10.6 We shall not be bound by any representation or warranty given by an employee or agent in connection with the Telepay Service unless it has been confirmed in writing by someone who is authorised to make such representation or warranty on our behalf.
- 10.7 Nothing in this Agreement shall exclude or restrict either party's liability whether generally or to particular persons for death or personal injury resulting from negligence.
- 10.8 You agree that clauses 10.1 to 10.7 shall also apply to limit the responsibility and liability of any third party operator used by us to provide the Telepay Service as if references to "we" included references to such third party operator.
- 10.9 You hereby agree to indemnify us against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by us (including, without prejudice to that general statement foregoing, any sums which we may be obliged to pay to any third party operator) by reason directly or indirectly of you or your employees, agents or representatives' negligence or failure to act in accordance with the User Documentation, or these terms and conditions.
- 11 Operation of the Telepay Service by a third party**
- 11.1 We are entitled to provide you with the Telepay Service using any third party operator. You must give us reasonable assistance in relation to our appointment and instruction of such third party operators.
- 11.2 If at any time we make use of a third party operator we will:
- 11.2.1 inform You of the identity of the third party operator, and
- 11.2.2 take all reasonable steps to ensure that any data and information passed, at your request, to the third party operator in connection with the Telepay Service plus all data produced by it will be treated in confidence and will not be disclosed to any other party without your authority.
- 11.3 If at any time we make use of a third party operator:
- 11.3.1 you must pay the third party operator's charges at the then current rate if reprocessing or other work has to be carried out because of a negligent act or omission by you, your employees or agents; and
- 11.3.2 you must sign any agreement with the third party operator that may be necessary to enable you to give instructions to us for the operation of the Telepay Service. You will be responsible for all fees and other costs and charges payable as a result of your agreement with the third party operator.
- 11.4 If at any time we make use of a third party operator pursuant to this clause 11, this Agreement will terminate automatically in the event that the third party operator appointed by us ceases to provide its services to us for any reason whatsoever.

12 Changing the terms of this Agreement

12.1 Subject to clause 12.2 below, we will notify you in writing at least two months before we make any change to this Agreement. 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:

- 12.1.1 you can end this Agreement at any time before the change comes into effect; or
- 12.1.2 our notice of the change will be deemed to be notice of termination given under condition 14.2 and this Agreement will terminate the day before any change comes into effect.

12.2 We may change these terms and conditions at any time to reflect changes in law, regulation or codes of practice which apply to us or the way we are regulated. We will always endeavour to give you at least two months' notice of such changes in accordance with clause 12.1 wherever possible. Where this is not possible we will give you as much prior notice as reasonably practicable.

13 Transferability of the Agreement

13.1 We may assign or otherwise transfer our rights under this Agreement and may delegate or subcontract any of our obligations under this Agreement in our absolute discretion.

13.2 You cannot assign this Agreement or any of the rights and obligations you have under it.

14 Ending this Agreement

14.1 This Agreement shall continue until terminated in accordance with the provisions of this clause 14.

14.2 Subject to clause 14.3, this Agreement may be terminated at any time:

- 14.2.1 by You giving Us not less than one month's written notice; or
- 14.2.2 by us giving you not less than two months' written notice.

14.3 We may, at any time, end this Agreement immediately by giving you written notice if any of the following occurs:

- 14.3.1 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);
- 14.3.2 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;
- 14.3.3 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);
- 14.3.4 you change the nature of your business as it is now conducted;
- 14.3.5 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;
- 14.3.6 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;
- 14.3.7 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;
- 14.3.8 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; or
- 14.3.9 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.

14.4 As soon as this Agreement terminates (for whatever reason), you must make arrangements that are satisfactory to us for:

14.4.1 the deletion and/or return to us of the Software (where relevant) and all copies of it; and

14.4.2 return to us all documentation provided by us in order to enable you to use the Telepay Service, any passwords and where relevant any other Telepay Equipment including any authentication keys and devices, digital signatures and all information and data relating to the Telepay Services including the User Documentation.

14.5 If you fail to make these arrangements (in clause 14.4) to our satisfaction within seven days of the termination date, we, our agents, contractors or suppliers will be entitled to enter any of your premises without notice in order to remove the items specified in clause 14.4.

14.6 If this Agreement ends (for whatever reason), this will not affect:

14.6.1 the rights and liabilities of either party under this Agreement up to the termination date, or

14.6.2 any term of this Agreement that is intended to apply after termination.

15 Formal notices and communications between us

15.1 Any notice (other than notification on changes to interest rates referred to in clauses 5.7 and 12 above) to be given by either party in relation to your account shall be written and either sent by facsimile (in which case deemed to be received the next Business Day after sending), post, or otherwise delivered by hand to the other party (and deemed received upon receipt).

15.2 In the case of notices from you to us only, the notices must be signed by the "Primary" or "Secondary" contact named on the Telepay Application form.

15.3 Until we notify you otherwise, our address for any notice you wish to send us is:

**Lloyds Bank plc,
Telepay Registration Centre,
PO Box 304,
Sheffield,
S26 6ZP.**

15.4 Until you notify us otherwise, your address for any notice from us will be the one you have given on your Telepay Application form.

15.5 Either of us can change the address for these communications, by giving seven days' notice in writing to the other.

15.6 The language of this Agreement is English and all communications and notices between us shall be in English.

16 Other legal points about this Agreement

16.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with 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 this Agreement (including any dispute relating to any noncontractual obligation arising out of or in connection with this Agreement).

16.2 If you, 'the customer', is two or more people:

16.2.1 each of you is jointly and severally liable for all of the undertakings and liabilities set down in this Agreement, and

16.2.2 when this Agreement refers to 'you' and 'the customer,' these words mean any one or more of you.

16.3 If you, 'the customer', is a partnership, this Agreement will be with the partnership and the partners as individuals and continue to be fully in force and will continue to bind each of the partners (as such partners and as individuals) who be with the partnership and the partners as individuals and continue to be effective and comprise 'the customer' from time to time, even if there is a change in the name, style or constitution of the partnership because:

16.3.1 an existing partner dies or retires or is expelled from the partnership, or

16.3.2 one or more new partners joins the partnership, or

16.3.3 of any merger, reconstruction or amalgamation of the partnership or substitution of the partnership by a successor partnership; or

16.3.4 of a dissolution of the partnership; or

16.3.5 any other change in 'the customer.'

16.4 If we should delay, neglect or postpone the enforcement of any term of this Agreement, this will not amount or be understood to amount to a waiver of that term or in any way prejudice any of our rights under this Agreement.

16.5 We have tried to make this Agreement easier to read by adding headings to the various sections. These headings are not strictly part of the Agreement and do not affect the legal construction or interpretation of any of its terms.

16.6 You agree to comply with all relevant data protection and privacy laws applicable to your use and receipt of the Telepay Services and Telepay Equipment, and shall not cause us or Your Bank to be in breach of such laws.

16.7 We will take reasonable precautions to ensure that information related to your business or affairs which become known to us is maintained in confidence and not disclosed to third parties except that nothing herein shall prevent us from disclosing any such information to third parties including our subcontractors, agents or other members of the Lloyds Banking Group where we reasonably consider such disclosure to be necessary in pursuance of the supply of the Telepay Service or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.

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

Definitions: The meaning of words and phrases used in this Agreement

Some words and expressions used in this agreement have particular meanings – as follows:

Business Day: means 9am to 5pm Monday to Friday other than public and bank holidays in England and Wales unless we notify you of different times for the processing of payments.

Contacts: means the primary and secondary contacts as nominated and replaced by you from time to time, who are the main point of contact for you and for us and to whom passwords and other security devices or procedures are delivered from time to time.

Customer Verification Procedure: means our means of establishing the identity of a caller who is connected to your business. You should be aware that anyone who has access to your Telepay security details and your bank statements may be able to satisfy this procedure.

Lloyds Banking Group: means Lloyds Banking Group plc and its subsidiaries for the time being.

Micro-enterprise: means 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 equivalent).

Payment Date: means the date you require the payment(s) specified within a Telepay File to reach the payees' banks;

Submission Date: means the date on which you submit your payment order contained in the Telepay File (whether by fax or telephone) to us;

Telepay BACS Limit: means the authorised payment limit(s) agreed between you and Your Bank from time to time.

Telepay Equipment: means the Telepay User ID and passwords supplied to you to operate the Telepay Service and any other equipment supplied by us from time to time for use in connection with Telepay Service.

Telepay Files: means the database and/or Masterfiles described as such in the User Documentation.

Telepay Service/Services: means the services and options as set out in your Telepay Application form and the User Documentation.

Territory: means the countries of the European Union and the European Economic Area (both as at the date of this agreement).

User Documentation: means the guidelines that we provide to you from time to time in connection with your operation of the Telepay Service, including guidance supplied in a user guide or by letter.

you: means the customer named in the Telepay application form and includes all your employees who operate the Telepay Service on your behalf.

Your Bank: means the Bank at which your account(s) is held for which you use the Telepay Service, being either Lloyds Bank plc, Lloyds Bank International Limited or any reconstruction, amalgamation or merger thereof as the case may be.

Other information

Help and information

If You have any queries about the Telepay Service or require a copy of this Agreement or any document referred to in it, please contact the Telepay Helpdesk on 0844 571 3505. These terms and conditions can also be found on Our website at www.lloydsbankcommercial.com

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 at www.lloydsbankcommercial.com