

COMMERCIAL BANKING

BRANCH
DELIVERY
SERVICE

Terms and Conditions



LLOYDS BANK

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1. Introduction

- 1.1 These **Terms and Conditions** set out **Your** rights and obligations in connection with **Your** use of the **Service**. These **Terms and Conditions** are legally binding so **You** should read them carefully before **You** agree to them.
- 1.2 These **Terms and Conditions** replace all earlier **Terms and Conditions** relating to the provision of the **Service** and are in addition to the terms and conditions that apply to **Your** accounts with **Us** and the banking services that **We** provide.
- 1.3 If there is a conflict, these **Terms and Conditions** will prevail.
- 1.4 **You** must ensure that all users of the **Service** within **Your** organisation comply with the **Terms and Conditions**.

2. Definitions

- 2.1 To help **Your** understanding of words or phrases used in these **Terms and Conditions**, **We** include the following definitions for **Your** assistance:

Bank means Lloyds Bank plc.

BGC means bank giro credit form from a UK clearing bank or UK building society.

Bundle means a bundle of up to 250 **Cheques** accompanied by a **BGC** and associated add listing.

Business Day means a day (excluding Saturday and Sunday) on which banks are generally open for business in England.

Charges means the applicable charges for the **Service** payable by **You** to **Us** and referred to in clause 17.

Cheques means, for the purpose of the **Service**, the following provided that they are payable in sterling and drawn on a UK clearing bank or UK building society:

- i. Cheques, Travelers Cheques and Bankers Drafts;
- ii. Government Payable Orders and Warrants issued by HM Paymaster General; and
- iii. UK Postal Orders.

Clearing Centre means the premises, nominated by **Us**, at which **Your Cheques** and **BGCs** will be processed.

Confidential Information means, in relation to either party (“the Disclosing Party”), any information relating to the Disclosing Party’s operations, processes, plans, intentions, product information, know-how, design rights, trade secrets, software, market opportunities,

customers, customer details and business affairs, but excludes any information which the party in receipt of the information (“the Receiving Party”) can reasonably prove:

- i. was already known to it prior to its receipt from the Disclosing Party;
- ii. was subsequently disclosed to it lawfully by a third party who did not obtain it (whether directly or indirectly) from the Disclosing Party;
- iii. was in the public domain at the time of receipt by the Receiving Party or subsequently entered into the public domain other than by breach of the Bulk Agreement or breach of any obligation of confidence owed by the Receiving Party or its agent to the Disclosing Party; or
- iv. is trivial or obvious.

Customer Preparation Checklist means the checklist provided by **Us** to **You** detailing the way that **Cheques** and **BGCs** should be presented into the **Clearing Centre**.

DPA means the Data Protection Act 1998.

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

Intellectual Property Rights means all intellectual and industrial property rights of any kind whatsoever relating to the **Service**, including patents, supplementary protection certificates, rights in know-how, registered trademark, registered designs, models, unregistered design rights, unregistered trade marks rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any intervention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case, in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

Instruction Materials means all documents, information and other materials provided or made available to **You** at any time by or on behalf of the **Bank** in connection with the implementation and operation of the **Service**, including, without limitation:

- i. guidance in hard copy form (for example a user checklist or by letter);

- ii. spoken guidance; and
- iii. any updates of any of the above items.

Lloyds Banking Group means Lloyds Banking Group plc registered in Scotland with company number SC095000 and any of its subsidiaries from time to time.

Security Carrier means the security carrier contracted by **You** (and acting solely on **Your** behalf) to transport the **Cheques** from **You** and deliver them to the agreed branch.

Service means the Branch Delivery Service provided pursuant to these **Terms and Conditions**.

Terms and Conditions means the terms and conditions in relation to **Your** use of the **Service**, as set out in this document, and the other documents referred to in it (including, without limitation, the **Instruction Materials**).

Us means the **Bank** including its subcontractors and “**We**” and “**Our**” shall be interpreted accordingly.

You/Your means the organisation which is a client of the **Bank** and which becomes registered with **Us** for the use of the **Service**.

2.2 In these **Terms and Conditions**:

- 2.2.1 when **We** refer to a statute or a statutory provision, this includes any subordinate legislation made under it or any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of that statute, statutory provision and/or subordinate legislation which are in force from time to time;
- 2.2.2 any references to the singular include the plural and vice versa;
- 2.2.3 any references that **We** make to any gender include every gender;
- 2.2.4 any reference to a time of day are to UK time;
- 2.2.5 any words following the words includes, including, in particular or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning of words that preclude them; and
- 2.2.6 any references to a “party” or to the “parties” means **You**/and or **Us** as the context requires.

3. **Your relationship with Us**

- 3.1 The **Terms and Conditions** will commence on the date that **You** sign the application form relating to the **Service** and will continue until **You** or **We** end it.

4. **Our obligations**

- 4.1 When **We** are providing the **Service** to **You**, **We** will use reasonable care and skill and take reasonable steps to ensure that no **Cheques** are lost or damaged or destroyed whilst in **Our**, or **Our Security Carrier’s**, actual physical possession and/or control.
- 4.2 **We** will perform **Our** obligations under the **Terms and Conditions**, provided that it will not put **Us** in breach of any applicable law, agreement with a third party or regulation by doing so.

5. **Your obligations and use of the Service**

- 5.1 You will, and will procure that all **Service** users will:
 - 5.1.1 comply with the **Terms and Conditions**;
 - 5.1.2 have and maintain all necessary licenses, permits, registrations, consents and authorisations required by applicable laws and regulations to perform **Your** obligations and exercise **Your** rights under the **Terms and Conditions**;
 - 5.1.3 comply with any applicable security procedures including procedures advised by **Us** to **You**;
 - 5.1.4 provide **Us** with all necessary co-operation and give **Us** access to all necessary information so that **We** are able to make the **Service** available to **You**; and
- 5.2 **You** will not, and will procure that all **Service** users will not, use the **Service** in a way or for a purpose not authorised or intended by **Us**.

6. **Warranties and undertakings**

- 6.1 **You** warrant and represent to **Us** at all times that:
- 6.2 **You** have full capacity and authority to enter into and perform the **Terms and Conditions**;
- 6.3 any personal and other data provided by **You** (or by anyone on **Your** behalf) to **Us** is properly and accurately maintained, complete, up to date and not misleading in any respect.

7. Changes to these Terms and Conditions

- 7.1 **We** may make changes to the **Terms and Conditions** at any time for any reason. For example, typically (but not exclusively) **We** may make changes to comply with changes to the law, rectifying errors, improve security, changes the scope of services provided or take account of reorganisations within the Group.
- 7.2 If **We** intend to make changes to these **Terms and Conditions**, **We** will give **You** at least two months' written notice before the changes come into effect unless the changes required are due to a change in the relevant legislation or regulations and **We** are prevented from giving **You** two months' written notice. In those circumstances, **We** will give **You** as much written notice as possible.
- 7.3 **We** will notify **You** of changes to these **Terms and Conditions** by post, by email, through any online service which **You** receive from **Us**, or in any other way that **We** have agreed with **You**. In the notice, **We** may direct **You** to **Our** Website if the most recent **Terms and Conditions** are posted there. During the period before the change comes into effect, **You** may reject the change, provided that **You** notify **Us** in writing. In such circumstances, **Your** notice of the rejection of the change will be deemed to be a notice that **You** wish to stop receiving the **Service** and the **Service** will terminate immediately. **You** will not incur any additional charges as a result of choosing this course of action. If **You** do not notify **Us** before a change comes into effect, **We** will treat **You** as if **You** have accepted the relevant change.

8. Data protection

- 8.1 The **Bank** and **You** shall at all times comply with the **DPA**, the **GDPR** and any other applicable regulations or legislation, and in particular with the data protection principles set out in the **DPA**.
- 8.2 Where personal data is provided or disclosed by **You** to **Us** or the Cheque and Credit Clearing Company, **You** will ensure that all necessary consents have been obtained from the persons to whom the data relates, or that there is another lawful basis for disclosing the information, and that the purpose of the data processed is understood, allowing **Us** and **Our** data processors to receive such personal data and to use and process it in order to provide the **Service** to **You**.

9. Confidential Information

- 9.1 **We** and **You** will:
- 9.1.1 keep **Confidential Information** secret and only disclose it in the manner and to the extent expressly permitted by the **Terms and Conditions** or otherwise permitted, as permitted by the terms of disclosure; and
- 9.1.2 use the **Confidential Information** only to the extent necessary for the performance of the obligations under the **Terms and Conditions**.
- 9.2 **We** and other members of the Group may use, retain and disclose **Confidential Information** about **You** to the extent required to meet compliance obligations and internal policies or procedures, maintain **Your** relationship with the Group, enforce or defend **Our** rights or those of a member of the Group, and prevent or detect crime.
- 9.3 **We** and **You** may disclose **Confidential Information**:
- 9.3.1 to such officers and employees, and in **Our** case, agents and subcontractors, who may need access to that **Confidential Information** for the purpose of complying with **Our** obligations and the **Terms and Conditions** and, in such circumstances, **You** or **We** (as applicable) will take all necessary steps to ensure that any person to whom **Confidential Information** is disclosed will comply with this clause 9.
- 9.3.2 to such auditors and professional advisors who need access to that **Confidential Information**, and, in such circumstances, **You** or **We** (as applicable) will take all necessary steps to ensure that any person to whom **Confidential Information** is disclosed will comply with this clause 9.
- 9.3.3 to the extent required by applicable law or a court of competent jurisdiction or a regulatory authority or the rules of any listing authority, stock exchange or the panel on takeovers and mergers or any successor body.

10. Intellectual Property Rights

- 10.1 All right, title and interest in **Our Intellectual Property Rights** will at all times remain vested in **Us** and **Our** licensors.

11. Liability and indemnity

- 11.1 All warranties, conditions and other terms implied by statute or common law are expressly excluded from these **Terms and Conditions** to the fullest extent permitted by law.
- 11.2 Subject to clause 11.5, **Our** total liability to **You** arising out of connection with the **Terms and Conditions** or otherwise arising out of or connected to the provision of or use of the **Service** in any period of 12 months (or such lesser period as the **Terms and Conditions** have been in force) up to the date when the liability was incurred, whether in contract, tort, delict or otherwise, in each case howsoever caused including if caused by negligence, shall not exceed:
- 11.2.1 the amount (if any) necessary to reimburse **You** in respect of any transaction required by law; and
- 11.2.2 the amount of the fees paid by **You** for the **Service** in respect of that period or the sum of £5,000 whichever shall be the greater.
- 11.3 Subject to clause 11.5, **We** will have no responsibility to **You** arising out of, or in connection with the **Terms and Conditions**, howsoever caused including if caused by negligence for any direct, indirect or consequential;
- 11.3.1 loss of profit;
- 11.3.2 loss of revenue, loss of production or loss of business;
- 11.3.3 loss of goodwill, loss of reputation or loss of opportunity;
- 11.3.4 claims made against **You** by third parties; or
- 11.3.5 indirect, incidental, consequential or special or punitive loss and other non direct damages of any kind or character.
- 11.4 Subject to clause 11.5, **We** will have no liability to **You** arising out of or in connection with the **Terms and Conditions**, whether in contract, tort, negligence, delict or any other way including in connection with **Your** use of, access to or reliance on the **Service**.
- 11.5 Nothing in these **Terms and Conditions** excludes or limits **Our** responsibility in any way for:
- 11.5.1 death or personal injury which is caused by **Our** negligence or the negligence of **Our** employees, agents or subcontractors;
- 11.5.2 **Our** fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of **Our** employees, agents or subcontractors; or

11.5.3 any other matter for which **We** cannot exclude or limit **Our** responsibility for.

- 11.6 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where **We** have liability under another part of the **Terms and Conditions**, **We** will not be liable in tort, negligence, delict or in any other way for:

11.6.1 fraud by **You**; or

11.6.2 any failure by **You** to use or to ensure that the use of the **Service** is in accordance with the **Terms and Conditions** and any other instrument provided by **Us** from time to time.

- 11.7 **You** will indemnify **Us** for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) (howsoever caused, including if caused by negligence) which **We** may incur or suffer arising, directly or indirectly, from any access or use by **You** (and/or any user of the **Service**) of the **Service** and/or any breach of the **Terms and Conditions** by **You** and/or any user of the **Service**.

12. The Service

- 12.1 The features and operation procedures of the **Service** are set out here, in clause 13 and in the **Customer Preparation Checklist**.
- 12.2 **We** shall perform the **Service** with reasonable skill and care and take reasonable steps to ensure that no **Cheques** are lost, damaged or destroyed whilst in **Our** actual physical possession and/or control.
- 12.3 Until receipt by **Us** of written notice from **You** to the contrary, **We** will accept from **You** or **Your Security Carrier** sealed **Bundles of Cheques** (together with the relevant documentation) as **You** or **Your Security Carrier** may deliver from time to time to the agreed branch(es). **We** reserve the right to nominate another branch at **Our** absolute discretion from time to time and will not be responsible for any costs incurred as a result of this change.
- 12.4 **We** undertake to use reasonable endeavours to deliver all sealed **Bundles of Cheques** received at the agreed branch(es) to the **Clearing Centre** within the proposed timescales set out in these **Terms and Conditions**.

13. Operations procedure

- 13.1 **We** will arrange for the delivery of bulk **Cheques** to the **Clearing Centre** on **Your** behalf via the use of a branch of Lloyds Bank plc in England and Wales or Bank of Scotland plc in Scotland as a drop off point.

- 13.2 **You** will deliver **Your** bulk **Cheques** to the branch(es) agreed with **Your** relationship team from time to time.
- 13.3 The **Bundles** of **Cheques** and **BGCs** shall be prepared in accordance with the **Customer Preparation Checklist**.
- 13.4 The self-sealing clearing bag, provided by **Us** to **You**, must be utilised for this service and be delivered to the agreed branch, by the agreed cut-off time (Monday to Friday). If **You** employ a **Security Carrier** to deliver to the branch, the self-sealing clearing bag must be placed inside any **Security Carrier**-specific packaging.
- 13.5 The self-sealing clearing bag must be handed to a branch employee in accordance with the procedure agreed with **Your** relationship team. The tear-off receipt will be completed by the branch employee who accepts the self-sealing clearing bag and returned to **You** or **Your Security Carrier**.
- 13.6 The branch employee shall be entitled to reject the clearing bag if it contains, or is believed to contain, any other items than **Cheques** and/or **BGCs** (such as cash) and/or if it appears to have been tampered with. The rejected clearing bag will be handed back to **You** or **Your Security Carrier** and no responsibility whatsoever is accepted by **Us** or **Lloyds Banking Group** for the acts or omissions of **Your** employees or **Security Carrier** in relation to this.
- 13.7 The **Service** is a 'next **Business Day**' delivery service for the onward transportation of **Your** bulk **Cheques** from the agreed branch(es) to the **Clearing Centre**. Items delivered to the agreed branch(es), by the agreed cut-off time (Monday to Friday), will be transported overnight to arrive at the **Clearing Centre** before 19:30 on the following **Business Day**. Upon receipt at the **Clearing Centre**, **Cheques** will be processed in accordance with the Bulk Cheque Processing Service Terms & Conditions.
- 13.8 If **You** change the person/**Security Carrier** who delivers **Your** clearing bag to the branch **You** must advise **Your** relationship team who will ensure the branch is made aware.

14. Availability of the Service

- 14.1 **We** give no warranty (express or implied) that the availability of the **Service** will be uninterrupted or error free.
- 14.2 The **Service** may be unavailable due to issues at the agreed branch(es), with **Our Security Carrier** or due to circumstances beyond **Our** control.

15. Suspension, withdrawal or termination

- 15.1 These **Terms and Conditions** shall continue until termination in accordance with the provisions of this clause 15.
- 15.2 **We** may terminate this agreement:
- 15.2.1 on two months' written notice to **You**; or
- 15.2.2 with immediate effect in any of the following circumstances:
- a. where the Bulk Cheque Processing Service is terminated or withdrawn; or
 - b. where, in **Our** opinion, **You** are in breach of any of these **Terms and Conditions** or any other arrangement with **Us**; or
 - c. where **You** give one months' written notice to **Us** that **You** want to terminate the agreement; or
 - d. where;
 - i. **You** become unable to pay **Your** debts within the meaning section 123 of the Insolvency Act 1986 or any amendment to or re-enactment of such legislation;
 - ii. a resolution is passed or a petition is presented for **Your** winding up; or
 - iii. **You** compound with or enter into any arrangements with creditors; or
 - iv. a receiver or administrator is appointed over **You** or any of **Your** property or assets or an administration application is presented or made for the making of an administration application order or a notice of intention to appoint an administrator is issued or a notice of appointment of an administrator is filed with the court; or
 - v. **You** are dissolved or become bankrupt; or
 - vi. any action is taken in any jurisdiction which is similar or analogous to any of the events set out in this clause 15.2.2(d).
 - e. **You** fail to maintain an account with the **Bank**.
- 15.3 **We** may suspend the **Service** provided to **You** at any time if the Cheque and Credit Clearing Company suspends the service provided to **Us** or where **We** consider there are reasonable grounds to suspect a compromise of the **Service** or in order to protect the security, reputation or integrity of the **Service**.

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- 15.4 For the avoidance of doubt, **You** must stop using the **Service** where it has been terminated, withdrawn or suspended.
- 15.5 If **You** terminate the **Service**, stop receiving the **Service** or **We** stop providing **You** with the **Service**:
- 15.5.1 **You** will still be responsible for any amount which **You** owe to **Us** (whether such amount is incurred before or after closure) and such amounts will be immediately payable and due; and
- 15.5.2 **You** and **Our** accrued rights, and the continuation of any term of the **Terms and Conditions** which is expressly stated or implicitly intended to apply after the **Service** is closed, will not be affected or prejudiced.
- 15.6 On termination of the **Terms and Conditions**, clauses 1, 2, 8, 9, 11 and 12.4 together with any other clauses which expressly or impliedly continue to have effect after termination, will continue in full force and effect.

16. Contacting each other

- 16.1 **We** may contact **You** by post, telephone and electronically using the latest details supplied to **Us**.
- 16.2 **You** can contact **Us** through **Your** relationship team by using the contact details given to **You** when **You** applied for the **Service**, or by such other contact methods as **We** may from time to time advise **You**.
- 16.3 **We** will update **You** in writing of any changes to contact details or procedures.
- 16.4 Contact for missing work or incorrect credit received: iPSL Research & Adjustment Team on **0345 1650414, Option 2**.
- 16.5 Contact for stationery: Bulk Stationery Team on **01634 642456** or via email at corp.bulkstationery@lloydsbanking.com

17. Charges

- 17.1 There is currently no **Charge** for the **Service**.
- 17.2 If **We** increase or introduce a new **Charge** **We** will give **You** notice in accordance with clause 7.
- 17.3 **We** may debit those fees and **Charges** from **Your** nominated current account, as advised in the Bulk Cheque Processing Service application form, or as agreed from time to time.

18. Validity of these Terms and Conditions

- 18.1 **We** have made every attempt to ensure the fairness of these **Terms and Conditions**. If any part proves not to be legally valid because it is unfair, it will not affect the rest and **We** are entitled to treat that term as changed in a way that makes it fair and valid.

19. Assignment and third party rights

- 19.1 **We** may transfer any and all of **Our** rights and duties under these **Terms and Conditions**. Save as provided otherwise in these **Terms and Conditions**, a person who is not a party to these **Terms and Conditions** shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these **Terms and Conditions**.

20. Governing law

- 20.1 These **Terms and Conditions** (and any non contractual obligations arising out of or in connection with these **Terms and Conditions** with **You**) shall be governed by English Law and **You** submit to the exclusive jurisdiction of the English Courts in settling any dispute relating to or in connections with these **Terms and Conditions** (including any non contractual obligations arising out of or in connection with these **Terms and Conditions**).

Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at lloydsbank.com/commercialbanking/contactus

I'd like to talk about our business

 Go to lloydsbank.com/business

 Call us on 0345 072 5555
Lines are open 8am to 8pm Monday to Friday and 9am to 2pm Saturdays.

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use the Next Generation Text (NGT) Service (previously Text Relay/Typetalk) or if you would prefer to use a Textphone, please feel free to call us on 0345 601 6909 (lines open 7am-8pm, Monday to Friday and 9am-2pm Saturday).

Important information

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales No. 2065. Telephone: 0207 626 1500.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 119278.

Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all Business customers will be covered.



LLOYDS BANK

COMM00130 (05/18)