

About this form

Please write clearly in the white spaces with capital letters or mark (☒) the boxes. Mandatory fields within each section are marked *.

All changes made to this form must be made in manuscript by striking out and/or adding appropriate wording and initialling the changes.

References to "I"/"We"/"our" or "the Business" in Sections 1 to 14 are the Business named below and (as the context requires) to the Business and financial and other affairs of that Business.

Please cross through all sections which are not completed.

1 Business details

Business name*

VAT registration number (if applicable)

Address for correspondence / bulk card mailing address*

The "For the Attn of" would normally be the name of the Primary Administrator

For the Attn of:

Postcode*

2 Programme Administrator Details

To list additional Programme Administrators, please attach completed and signed copies of Section 2 and 3 to the back of this form.

Please select which Programme Administrator model you want for this account, all subsequent Programme Administrators will be set up under this model. Please mark (☒) in the boxes.

Model 1 allows Programme Administrators to undertake all tasks without secondary approval.

Model 2 must have a minimum of 3 Programme Administrators and allows you to choose which Programme Administrators are Financial Approvers. (NB: Programme Administrators can have Card Management and Financial Approval under model 2 but they cannot approve their own financial activities. It is a requirement that a minimum of 2 Programme Administrators must be Financial Approvers)

Primary Programme Administrator's details

Title, name and position

Business contact numbers and area dialling codes

Telephone*

Mobile*

Fax

Email Address *

Date of birth

Password (usually mother's maiden name)

If you've selected Model 2 - do you wish to allow this administrator to have?

Card Management inc
Financial Approval

or

Card Management

Additional Programme Administrator's details

Title, name and position

Business contact numbers and area dialling codes

Telephone*

Mobile*

Fax

Email Address *

Date of birth

Password (usually mother's maiden name)

If you've selected Model 2 - do you wish to allow this administrator to have?

Card Management inc
Financial Approval

or

Card Management

Primary Programme Administrator's Signature

Specimen signature*

Date*

Additional Programme Administrator's Signature

Specimen signature*

Date*

To list additional Programme Administrators, please attach completed and signed copies of Section 2 and 3 to the back of this form.

Use of Business Information

When businesses apply for, or hold, products or services provided by us, we may acquire and process information relating to the business as well as personal data of individuals associated with the business. More information about how we use business information is available at lloydsbank.com/businessprivacy

Privacy Notice**Who looks after your personal information**

Your personal information will be held by Lloyds Bank plc which is part of the Lloyds Banking Group. More information on the Group can be found at lloydsbankinggroup.com

How we use your personal information

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, in our full privacy notice.

Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- in certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

Do you have to give us your personal information

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and [call recordings](#).

- the right to get us to correct personal information that is wrong or incomplete.
- in certain circumstances, the right to ask us to stop using or delete your personal information.
- from 25 May 2018 you will have the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

Other individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals with whom you have a financial link in our full privacy notice.

How we use credit reference agencies

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

How we use fraud prevention agencies

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

How we share personal information about insurance products

If you apply to us for insurance, we may pass your details to the relevant insurer and their agents. If a claim is made, any personal information given to us, or to the insurer, may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at lloydsbank.com/businessprivacy or you can ask us for a copy.

How you can contact us

If you have any questions or require more information about how we use your personal information please speak to your usual bank contact or email the data privacy team at cbdataprivacy@lloydsbanking.com

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on **0345 602 1997 (+44 1733 347 007)** from outside the UK) and tell us you want to speak to our Data Privacy Officer.

Version Control

This notice was last updated in January 2018.

We have inserted a number of headings into these Terms and Conditions in order to make them easier to read. The headings are not intended to affect the way that the Terms and Conditions are interpreted.

1. Definitions and interpretation

- 1.1 Where the words set out below are used with capital letters in these Terms and Conditions, they mean as follows:
- 1.2 **Agreement:** the agreement between the Bank and the Business including the Business Application and these Terms and Conditions and any other documents relating to the operation of the Business Account agreed to between the Bank and the Business or notified by the Bank to the Business in accordance with these Terms and Conditions from time to time.
- 1.3 **Authorisation:** as defined in the rules of any Payment Scheme.
- 1.4 **Bank, we or us:** Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).
- 1.5 **Business, you or your:** the Bank's customer and the business in whose name the Business Account is maintained by the Bank. Where the Business consists of two or more persons, this definition means all or any of them and their liability will be joint and several.
- 1.6 **Business Account:** the control account that governs the Services provided to the Business, (specifying the Card Limits), opened and maintained by the Bank in the name of the Business.
- 1.7 **Business Application:** the Lloyds Bank plc application form, to be completed by the Business when applying for the Bank's corporate prepaid card programme and which incorporates these Terms and Conditions.
- 1.8 **Business Charges:** the charges applicable to the Services to be applied to the Business Account (as may be varied from time to time pursuant to clause 7.2). Details of such charges can be found on the Website at www.prepaid.lloydsbankcommercial.com or are as otherwise notified to you in writing from time to time in accordance with the Agreement.
- 1.9 **Business Day:** a day (excluding Saturday and Sunday) on which banks are generally open for business in England.
- 1.10 **Card:** a prepaid card (including any renewal or replacement card) issued to the Business under the Agreement for use by Cardholders on its behalf.
- 1.11 **Card Account:** a sub account to the Business Account that holds the money in respect of a particular Card and opened and maintained by the Bank for each Card issued by the Bank.
- 1.12 **Card Charges:** the charges to be applied to the Card Account (as may be varied from time to time pursuant to clause 7.2). Details of charges can be found on the Website at www.prepaid.lloydsbankcommercial.com or are as otherwise notified to you in writing from time to time in accordance with the Agreement.
- 1.13 **Card Limit:** the available balance for a Card set by the Programme Administrator up to a maximum of £10,000.
- 1.14 **Card Number:** the 16-digit number which identifies each individual Card and appears on the face of the Card.
- 1.15 **Card Transaction:** any payment made, or cash withdrawal made, by use of a Card or Card Number which is debited to the Card Account.
- 1.16 **Cardholder:** any employee, contractor or agent of the Business authorised by the Business from time to time to use a Card issued by the Bank.
- 1.17 **Charges:** the Business Charges and the Card Charges.
- 1.18 **Charity:** any body whose annual income, at the date of entering into this Agreement, is less than £1 million and is:
- in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
 - in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
 - in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.
- 1.19 **Conditions of Use:** the conditions for the Cardholder's use of the Card as amended from time to time, which can be found on the Website.
- 1.20 **Insolvent:**
- if you are an individual, where you or any other person takes (or threatens to take) any step in connection with:
 - your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
 - the appointment of a receiver in respect of you under the Mental Health Act 1983;
 - the appointment of any other receiver or manager of any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
 - you cease or threaten to cease to carry on business;
- b. if you are a company, partnership, limited partnership or limited liability partnership, where you (or any other person) takes (or threatens to take) any step in connection with:
- any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
 - the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
 - the appointment of a receiver or any similar officer in respect of you or any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
 - you cease or threaten to cease to carry on business.
- 1.21 **Liability:** liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement, in each case howsoever caused including (without limitation) if caused by negligence.
- 1.22 **Lloyds Banking Group:** Lloyds Banking Group plc and all subsidiaries thereof for the time being.
- 1.23 **Micro-Enterprise:** an enterprise which, at the date of entering into the Agreement, employs fewer than 10 persons and its annual turnover and/or annual balance sheet total does not exceed 2 million euro.
- 1.24 **Non-sterling Card Transactions:** any transactions performed by the Cardholder with the Card in a currency other than sterling.
- 1.25 **OCMS:** the internet-based Card enquiry and maintenance service provided, from time to time, in respect of a Card.
- 1.26 **Online PIN:** a personal identification number used by online systems for ATM Cash withdrawal and PIN Management Services that is issued to the Cardholder when they are issued with a chip and signature card (but it will not be required to authorise payments at Suppliers).
- 1.27 **Payment Instrument:**
- any personalised device; or
 - any personalised set of procedures agreed between you and us such as the use of a password, security details or a PIN,
- used by you or a Cardholder to instruct us to execute Card Transactions for you.
- 1.28 **Payment Scheme:** MasterCard (www.mastercard.com).
- 1.29 **Payment Scheme Exchange Rate:** the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-sterling Card Transactions to convert them to the currency of the Card Account, which can be found at www.mastercard.com/global/currencyconversion
- 1.30 **Payment Services Regulations:** the Payment Services Regulations 2009 (S.I. 2009/209).
- 1.31 **PIN:** a Personal Identification Number issued to Cardholders.
- 1.32 **PIN Management Services:** functionality available at the Bank's ATMs which allows the Cardholder to change and unlock their PIN.
- 1.33 **Programme Administrator(s):** a representative or representatives nominated by the Business from time to time on the forms provided by us for this purpose and agreed by us, and who will carry out the functions set out or referred to in the Agreement.

- 1.34 **Sanctions List:** any of the following lists:
- the US Specially Designated Nationals list; and
 - the HM Revenue & Customs financial sanctions list.
- 1.35 **Services:** the facilities to be provided by the Bank to the Business under the Agreement, together with any other services associated with the Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.
- 1.36 **Supplier:** any person or entity who agrees, by arrangement with the Bank and/or the Payment Scheme to accept the Card as payment for goods and/or services.
- 1.37 **Website:** the website and associated services of the Bank appearing at prepaid.lloydsbankcommercial.com or any other URL as the Bank may notify to you from time to time.
- 1.38 In these Terms and Conditions, when we refer to a statute or statutory provision, this includes any subordinate legislation made under it and 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. Term
- The Agreement will continue indefinitely until you or we end it in accordance with the terms of the Agreement.
- ## 3. The Programme
- 3.1 To apply for a Business Account the Business must be a business incorporated or established in the UK. Following the signature of the Business Application by the Business, the setting up of the Business Account and all other administrative arrangements, the Bank will make Cards available to the Business.
- 3.2 The Business agrees that a Card Account is reloadable and may have funds loaded to it multiple times.
- 3.3 The Business warrants that no individual which it requests the issue of a Card to is on any Sanctions List and will notify the Bank immediately if this becomes the case in respect of any Cardholder. If any Cardholder appears on a Sanctions List at any time, the Bank will be able to suspend or terminate the relevant Card Account and/or the Business Account with immediate effect.
- 3.4 The Business shall notify Cardholders that Cards may not be used to pay for petrol at the pump (rather than in the kiosks) at petrol stations.
- 3.5 The Business may inform the Bank in writing whether it wishes to restrict cash transactions, merchant category code groups, the number and value of transactions per day or per month and/or impose limitations on the actions and approvals a Programme Administrator can make or give in connection with the Services and the Bank will use reasonable endeavours to carry out such requests. If the Bank does not receive such notice, we will provide the Services on an unrestricted basis, subject to any other limitations set out in the Agreement.
- 3.6 The Business agrees to ensure that any Card issued to a Cardholder by us on behalf of the Business can only be used for such purposes as are authorised by the Business. The Business acknowledges that the Card Account may only be used for authorised business use as defined between the Business and the Cardholder and the Business acknowledges that the Cardholder will be acting as its agent in connection with the receipt of the Services being provided by the Bank to the Business. If cash withdrawals are permitted by the Bank they may only be used for purposes authorised by the Bank and the Business.
- 3.7 The Business will ensure that a Programme Administrator requests all new Card Accounts and/or Cards by uploading an excel spreadsheet to the relevant part of the Website or by entering the relevant data into an online form provided by the Bank. Only a Programme Administrator can then fund the Card Account via the Website and this can only be done from the Business Account and where there are sufficient cleared funds in the Business Account to process the amount requested to be loaded to a Card Account.
- 3.8 The Business may apply (by uploading an excel spreadsheet to the relevant part of the Website or by an online form provided by the Bank) for Cards to be issued to new or additional employees, contractors or agents of the Business.
- 3.9 Following the Bank's receipt of duly completed excel spreadsheets/forms and where the Bank has approved such documentation the Bank will either send Cards to a Programme Administrator for distribution or, provided that the Cardholder's address is in the United Kingdom and the Business has requested it, directly to the Cardholder.
- 3.10 The Business will ensure that:
- a Programme Administrator distributes the Cards he or she receives from the Bank to the Cardholders on receipt, and provides a link to the Conditions of Use on the Website and notifies Cardholders of changes to those Conditions of Use;
 - a Programme Administrator advises the relevant Cardholder of the Card Limit applicable to that Cardholder and that only a Programme Administrator can load funds to the Card Accounts;
- all Cards are signed immediately upon receipt and are activated following instructions provided by the Bank on the enclosed documentation;
 - the Cardholder complies at all times with the Conditions of Use;
 - any changes to a Programme Administrator will be notified in writing (on forms provided by the Bank) to the Bank by an authorised signatory of the Business;
 - a Programme Administrator is a fit and proper person at all times;
 - Cardholders follow such security and other procedures as the Bank stipulates for use of the Card at all times (including, without limitation, the security procedures set out in clause 3.11); and
 - no Cardholder is under any liability to make any payment in return for money allocated to a Card and no representation or statement is made by the Business or any of its employees, contractors or agents (including Programme Administrators) which purports to impose liability on the Cardholder for the making of any such payment.
- 3.11 You must use, and must ensure that any Cardholder uses, any security devices and Payment Instruments provided by us in accordance with any instructions that we give to you and you must take, and must ensure that any Cardholder takes, all reasonable steps to keep them safe. You must, and must ensure that all Cardholders must:
- not give or disclose details relating to any Card Account or the Business Account to anyone else or allow anyone else to use them;
 - not give or disclose details relating to any security devices or Payment Instruments to anyone else or allow anyone else to use them;
 - not choose a PIN, Online PIN or any security details that are easy for someone else to guess;
 - store all information relating to any Cards, any Card Accounts and the Business Account safely and dispose of any information securely and permanently;
 - inform us as soon as possible if you do not receive, or a Cardholder does not receive, any financial information that you are or a Cardholder is expecting to receive from us; and
 - ensure that you protect your PIN and Online PIN by memorising it as soon as possible after receiving it.
- 3.12 If any Cardholder leaves the employment of the Business, or ceases to be an employee, contractor or agent of the Business, or on the death of a Cardholder:
- the Business must inform the Bank (on the form which the Bank provides) within seven Business Days of this happening;
 - the Business' obligations under the Agreement will continue in full force;
 - the Business will endeavour to recover the Cardholder's Card and return it (cut into two through the chip) to the Bank; and
 - the Business will be responsible for all Card Transactions including any new Card Transactions made before the Card is returned.
- 3.13 The Business will ensure that each Card may only be loaded up to the Card Limit and acknowledges that the minimum load value per transaction is £25. The Card may only be loaded or reloaded by a Programme Administrator via the Website.
- 3.14 All Non-sterling Card Transactions will be converted to the Card Account currency and debited to the Card Account. All Non-sterling Card Transactions will be converted to the Card Account currency at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Card Account which may be after the day the Card Transaction is carried out. The Non-sterling Transaction fee of 2.75% (which may be amended from time to time in accordance with clause 7.2) is added to the converted Card Account currency amount and this fee and the converted Card Account currency amount will be shown on the OCMS.
- 3.15 The Business undertakes to ensure that no Card is used in a manner prohibited by law and, in the case of a Business which is a body corporate, the provisions of Part 10 section 197 of the Companies Act 2006 will apply.
- 3.16 The Business (via a Programme Administrator) may from time to time apply for Cards to be issued to new Cardholders, or terminate the authority of any person to use the Card, on forms provided by us for these purposes. Termination of a Cardholder's authority will only be effective if accompanied by the relevant Card cut into two through the chip. However, the Bank will make reasonable efforts to terminate a Cardholder's authority before the previous requirements have been met where it is believed that the Cardholder may have made or may make unauthorised use of the Card.
- 3.17 The Business will ensure that the Card and any PIN and Online PIN must not be used for any illegal purpose or outside the period shown on the Card or if the Bank has cancelled or put a stop on the Card.

- 3.18 Unless it has been agreed with the Bank that a Cardholder's needs require the issuing of a chip and signature Card, each Cardholder will be separately issued with a PIN to use on the relevant Card Account which will allow them to authorise payments at Suppliers, use PIN Management Services at ATMs and make cash withdrawals from ATMs or at branch counters (where the relevant facility has been allowed by the Business). This is a security measure, designed to protect unauthorised access to each Card Account. The PIN will only be known by the respective Cardholder and the PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When a Cardholder receives his/her PIN he/she can change it and select one of his/her own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed. When a chip and signature card is issued by the Bank, the Card can be used with the signature to authorise payments at Suppliers or withdraw cash at branch counters (where the relevant facility has been allowed by the Business). The Card can be used with an Online PIN to access PIN Management Services at ATMs and make cash withdrawals from ATMs. The Online PIN and signature are used as security measures, designed to protect unauthorised access to each Card Account. The signature panel on the Cards should be signed only by the respective Cardholder and the Online PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When a Cardholder receives his/her Online PIN he/she can change it and select one of his/her own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed.
- 3.19 The Bank may from time to time issue Cardholders with additional security codes or require them to comply with additional security measures for the Authorisation of payments made via Suppliers' websites. Where the Bank does so, the Bank will send details to a Programme Administrator for distribution to Cardholders or provide such information directly to Cardholders, together with any applicable additional terms and conditions. The Business will ensure that each Cardholder uses any additional security codes and complies with any additional security measures issued or required by the Bank under this clause in accordance with any applicable additional terms and conditions.
- 3.20 We will treat a payment instruction requesting that we execute a payment to have been received by us at the time that it is actually received by us, unless a Cardholder instructs us to make a series of recurring [Card Transactions] on future dates.
- 3.21 If a Cardholder instructs us to make a series of recurring Card Transactions on future dates, we will treat the date that we are required to carry out the Card Transaction as the date that we receive the payment instruction (this is known as the date of deemed receipt).
- 3.22 If we receive (or are deemed to receive) any payment instruction:
- 3.22.1 after the cut-off time on any Business Day; or
- 3.22.2 on a day which is not a Business Day,
- we will treat that payment instruction to have been received by us on the next Business Day. You can find our payment cut-off times on our Website.
- 3.23 A Card Transaction will be regarded as authorised by both the Business and a Cardholder where a Cardholder authorises the Card Transaction by following the instructions provided by the merchant or retailer to authorise the Card Transaction, which includes:
- 3.23.1 entering a PIN or the Online PIN or providing any other security code;
- 3.23.2 signing a sales voucher;
- 3.23.3 waving or swiping a Card over a card reader;
- 3.23.4 inserting a Card and entering the relevant PIN or Online PIN to request a cash withdrawal at an ATM;
- 3.23.5 in the case of a direct debit, by completing and signing the relevant form setting up the direct debit; or
- 3.23.6 making a request for a cash withdrawal at any bank counter (where this facility has been allowed by the Business).
- 3.24 Once a Card Transaction is regarded as authorised by the Business and a Cardholder in accordance with clause 3.23, such authorisation can only be withdrawn where the Cardholder has instructed us to make a series of recurring Card Transactions, in which case, a Card Transaction can be cancelled by the Cardholder and/or the Business telling the Supplier, the other party that the Cardholder has made the arrangement with or us, provided that the Cardholder and/or the Business gives notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.
- 3.25 If you and/or a Cardholder withdraws authorisation in relation to a series of recurring Card Transactions, we will treat this as you and/or the Cardholder (as applicable) withdrawing authorisation for all future Card Transactions in the series, unless you and/or the Cardholder notify us otherwise.
- 3.26 Once the Cardholder and/or the Business has notified us that they withdraw authorisation for the Card Transaction, we will not carry out the relevant Card Transaction(s). However, it is your responsibility to notify anyone who was expecting to receive a payment and we will not be responsible for any loss or damage that you may suffer if you fail to do so.
- 3.27 We may ask for clarification of which Card Transaction the Business or the Cardholder is stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone you make regular payments to if your account is closed or a Card Number changes otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.
- 3.28 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of the Card Transaction that the Cardholder wants to make. Therefore there may be a delay before the Supplier processes a Card Transaction, and you might not always be able to make a Card Transaction straight away, or at all.
- 3.29 If Authorisation for a Card Transaction is given, that Card Transaction will immediately reduce the balance within the Card Account.
- 3.30 The Authorisation of a Card Transaction referred to in clause 3.28 can include authorising any single Card Transaction or a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 3.31 We will act on payment instructions requesting that we execute a payment so that the amount to be transferred from the relevant Card Account or the Business Account (as applicable) reaches the beneficiary's bank or other financial institution no later than:
- 3.31.1 for payments in sterling to be made to a financial institution in the UK, the end of the next Business Day following receipt or deemed receipt of the instructions;
- 3.31.2 for payments in euro to be made to a financial institution in the EEA, the end of the next Business Day following receipt or deemed receipt of the instructions; and
- 3.31.3 for payments in EEA currencies other than euro to be made to a financial institution in the EEA (but not including payments in sterling to be made to a financial institution in the UK), the end of the fourth Business Day following receipt or deemed receipt of the instructions.
- 3.32 For payments to be made to a financial institution outside of the EEA or for payments in currencies other than EEA currencies, you agree that the timescales set out in clause 3.31 do not apply to such payments. Please contact your Relationship Manager for details of how long it will take for the payment to be processed.
- 3.33 The Bank has the right to decline to process or delay processing any Card Transaction or the right to load the Business Account or any Card Account with funds, and the Bank will not have any responsibility to you for any loss or damage that you may suffer as a result, if:
- 3.33.1 you are in breach of the Agreement;
- 3.33.2 the Card Transaction would exceed the relevant Card Limit;
- 3.33.3 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction;
- 3.33.4 the Card Transaction seems unusual when considering the way that the relevant Card Account is normally used or we reasonably believe a Card Transaction may be fraudulent;
- 3.33.5 by processing the Card Transaction, we would infringe any law, regulation, the rules of the payment system under which the Business Account is issued or any industry good practice;
- 3.33.6 not acting on the instruction to process the Card Transaction or delaying to act on the instruction would assist us with complying with applicable money laundering laws or regulations;
- 3.33.7 we consider that the instruction to process the Card Transaction is inaccurate or requires further explanation;
- 3.33.8 we acted upon the instruction to process the Card Transaction, it would breach the Agreement or any operating limits relating to the Agreement;
- 3.33.9 the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place);
- 3.33.10 despite all efforts, we are unable to make the payment within the timescales specified in clause 3.31;
- 3.33.11 the value of a Card Transaction is greater than the available funds in the Card Account; and/or
- 3.33.12 any of the circumstances in clause 11 occur.
- If we have declined to process a Card Transaction, we will provide and/or make available to you on request details of the reason(s) for the refusal as soon as is practicable and at the latest within the timescales set out in clause 3.31, unless the law prevents us from doing so or it would undermine our security measures. We will also include details of how to correct any errors which led to our refusal, if appropriate. To request this information, please contact our customer services centre by telephone on **0800 096 4496** (if abroad **+44 1908 544059**).
- 3.34 The Business acknowledges that funds held in the Card Account will not earn interest.
- 3.35 If the available amount in a Card Account is less than the purchase value of an item, some merchants may not allow the Cardholder to combine multiple payment types to complete the transaction.

- 3.36 The Business acknowledges that the Bank may require any Cardholders to provide proof of identity and address information and the Business will provide all necessary assistance in obtaining such information.
- 3.37 A Card will be valid for the period ending on the expiry date set out on the Card. The Business and Cardholders will not be able to use the Card after the expiry date. When a Card expires, the Bank may issue a Cardholder with a new Card or transfer any outstanding credit balance back to the Business.
- 3.38 The Cards are issued by Lloyds Bank plc who is authorised by the Financial Conduct Authority to issue electronic money in accordance with the Electronic Money Regulations 2011. The registered office is situated at 25 Gresham Street, London EC2V 7HN.

4. OCMS

- 4.1 We grant the Business the non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by Programme Administrators and Cardholders subject to the Agreement.
- 4.2 The rights and obligations of a Programme Administrator in relation to the use of OCMS are the same as for Cardholders as set out in this clause 4.
- 4.3 In order to enrol for OCMS a Cardholder must provide a user identification number (together with any other security details requested) or follow any such enrolment procedure used by OCMS from time to time. The Business agrees that it will not, and will ensure that all Cardholders and Programme Administrators will not, engage in any unacceptable use of OCMS, including, without limitation, the activities set out in clause 4.6.
- 4.4 The OCMS may contain inaccuracies and typographical errors and the Business acknowledges and agrees that OCMS, any related services and any information provided pursuant to OCMS, will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 4.5 The Business will ensure Programme Administrators and Cardholders:
- 4.5.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 4.5.2 ensure that personal and other data provided to the Bank are properly maintained, accurate and up to date;
- 4.5.3 comply with all applicable security procedures and keep secure and confidential all usernames, passcodes and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that a breach of security has taken place; and
- 4.5.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 4.6 The Business will ensure that only Programme Administrators and Cardholders are permitted access to OCMS. The Business will ensure that Programme Administrators and Cardholders will not:
- 4.6.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 4.6.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 4.6.3 use OCMS other than for the Business' business purposes;
- 4.6.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 4.6.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under the Agreement or any copies thereof whether in the form of user guides or otherwise;
- 4.6.6 use accounts, account numbers or attempt to authorise transactions through accounts for which they do not have full authority to conduct such activities;
- 4.6.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 4.6.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 4.6.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on OCMS;
- 4.6.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 4.6.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 4.6.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 4.6.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Website or any network connected thereto; or
- 4.6.14 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 4.7 The Business acknowledges that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in the Agreement gives the Business, Programme Administrators or Cardholders any right, title or interest in any such intellectual property.
- 4.8 The Business will access OCMS at its own cost through its own service provider using its own equipment and will at all times be responsible for ensuring that it is compatible with the relevant requirements for access to and use of OCMS. The Business acknowledges that its systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. The Business is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via OCMS or otherwise and the Bank will not be liable for any loss or damage caused thereby.
- 4.9 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 4.10 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 4.11 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 4.12 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for the Business' inability to use OCMS howsoever this arises.
- 4.13 The Bank may modify OCMS, suspend the availability of provision of OCMS or terminate your use of OCMS at any time on reasonable grounds relating to:
- 4.13.1 maintenance or enhancement;
- 4.13.2 breach of security or breach by the Business of any of its obligations hereunder;
- 4.13.3 the Business' failure to agree to any changes to the terms of use relating to OCMS; or
- 4.13.4 the Business' use, or attempted use of OCMS, in an unauthorised manner, and whenever practicable the Bank will notify a Programme Administrator accordingly.

- 4.14 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 4.15 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of the Agreement and the Business will ensure that OCMS and each part thereof is deleted from all electronic media, including intranet and electronic storage devices operated for and on behalf of the Business.
- 4.16 Subject to clause 18, the Business will indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Business or a Cardholder or the unauthorised use of OCMS or any failure on the part of the Business (including Programme Administrators and Cardholders) to comply with their respective obligations under the Agreement and any other reasonable instructions issued by the Bank from time to time.

5. Information and Card Transactions Repayment

- 5.1 You agree that the following information may be provided via OCMS:

Payments made from a Card Account or Business Account (as applicable):	Payments made into a Card Account or Business Account (as applicable):
a a reference enabling you to identify the Card Transaction;	a a reference enabling you to identify the transaction;
b where appropriate, information that we have received relating to the beneficiary of the payment;	b where appropriate, information that we have received relating to the person making the payment and any information transferred to us with the transaction;
c the amount of the Card Transaction in the currency in which the relevant account was debited or in the currency used for the payment order;	c the amount of the transaction in the currency in which your account was credited;
d the amount of any Charges for the Card Transaction and, where applicable, a breakdown of those Charges	d the amount of any Charges for the transaction and, where applicable, a breakdown of those Charges;
e where applicable, the exchange rate used in relation to the Card Transaction and the amount of the Card Transaction after the currency conversion; and	e where applicable, the exchange rate used in relation to the transaction and the amount of the transaction before the currency conversion; and
f the debit value date or the date of receipt of the Card Transaction.	f the credit value date.

- 5.2 All Business Charges relating to the Account are detailed on the Website or as otherwise notified to you in writing from time to time in accordance with the Agreement. By applying for a Business Account the Business agrees to pay all applicable fees the Business and any Cardholder may incur whilst using the Business Account. To open a Business Account, the Business will need to pay the annual fee for each Card requested, and on each anniversary of such request.
- 5.3 If there have been any Card Transactions or Charges on the Card Account or Business Account details of such Card Transactions and Charges will be available to view by a Programme Administrator via OCMS. Business Charges will be deducted from the Business Account balance and Card Charges will be deducted from the Card Account balance.
- 5.4 We recommend that you check your Business Account, and each Cardholder checks, the transaction history on the OCMS, regularly. If there is an entry which seems to be wrong the Business should tell us in accordance with clause 10.2. Delay in notification may make correcting the error difficult. If we need to investigate a Card Transaction on any account the Business should cooperate with us and the police, if we need to involve them.
- 5.5 If the deduction of Business Charges creates an outstanding debit balance in a Business Account at any time, the next load of funds to the Business Account shall first be applied to clear such debit figure, before the remainder is available for distribution to Cards.

6. Business's Liability for Cardholders

Subject to clause 18, the Business will be liable for any direct or indirect loss incurred by any member of the Lloyds Banking Group resulting from use of the Card(s) including if a Cardholder or former Cardholder fails to observe the Conditions of Use or any additional Terms and Conditions applicable to an additional security code or measure issued or required by the Bank under clause 3.19, or acts improperly or unlawfully in relation to the Card or a Card Transaction, and any such loss will be debited by the Bank to the Business Account or invoiced to the Business to be paid within 30 days of such invoice.

7. Charges

- 7.1 The Bank will specify the relevant Charges from time to time. For further details of the Charges please refer to the Website or your Relationship Manager. Any Charges will be debited to the Business Account or Card Account as relevant.
- 7.2 We reserve the right to introduce new charges, amend our Charges and/or amend any volume rebate agreed with you at any time. If we do so, we will provide you with two months' advance written notice in the same way as we provide notice of any other changes to these Terms and Conditions (and clause 14 will apply).
- 7.3 The Charges may be subject to amendment if there is a change in the law impacting interchange or any amendment to interchange rates by the Payment Scheme.

8. Non-payment/arrears

The Bank may charge the Business a sum to cover its reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of the Agreement or the Conditions of Use.

9. Lost or Stolen Cards

- 9.1 If any Card is lost or stolen, or the PIN or Online PIN becomes known to any other person, or the Card, PIN or Online PIN are for any reason liable to misuse, the Cardholder, a Programme Administrator or the Business must notify the Bank as soon as possible by telephone using the relevant number and at the available times set out on the Website. The Bank may ask for written confirmation within seven days. The Business should always give sufficient information to accurately identify the relevant Card in such written confirmation. If a Card is subsequently found it must not be used and must be returned to the Bank cut into two through the chip.
- 9.2 The Business will, and will ensure that the relevant Cardholder will, assist us or our agents in the investigation of the loss, theft or possible misuse of the Card or the disclosure of the PIN or Online PIN, and will assist us to recover the Card. The Business consents to the disclosure of any relevant information concerning the relevant Card Account in connection with such matters. The Bank may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 9.3 All Cards are and remain our property at all times. If we have stopped the use of a Card in accordance with clause 12, the Business is responsible for recovering, destroying and returning all Cards issued to Cardholders if we or our agents so request. The Cards must be returned immediately following any such request, cut into two through the chip.
- 9.4 When a Card is lost or stolen the Bank may issue a Cardholder with a new Card and transfer any outstanding credit balance on the old Card to the new Card.
- 9.5 For the avoidance of doubt the Cardholder will not be liable to the Bank for anything under this clause 9.

10. Disputed Amounts and Chargebacks

- 10.1 The Business may only dispute amounts on the OCMS that it believes to be incorrect if:
- 10.1.1 the amount shown on the OCMS does not reflect the actual face value of the Card Transaction;
- 10.1.2 the Card Transaction shown on the OCMS did not result from the use of the Card;
- 10.1.3 the OCMS reflects Charges not properly made;
- 10.1.4 the amount of the Card Transaction was not specified when it was carried out and it has subsequently resulted in excessive charges being added to the Card Account; or
- 10.1.5 the Business is not liable for that amount or part of that amount under clause 17.
- 10.2 The Business must notify the Bank in writing of any dispute about any amount on the OCMS without undue delay and in any event within 13 months of the date that any disputed payment was debited from the relevant Card Account or the Business Account (as applicable).
- 10.3 The Business must, and must ensure that all of its Cardholders must, immediately notify the Bank in writing if it suspects that a Card Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. The Bank will attempt to charge the Card Transaction back to the Supplier under the Payment Scheme rules. This will not relieve the Business of liability for the Card Transaction unless the chargeback to the Supplier occurs, in which case the amount will be credited to the Card Account.

11. Termination

- 11.1 You may terminate the Agreement at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us.
- 11.2 We may terminate the Agreement, demand repayment of the outstanding balance on all or any Card Accounts and/or close any Card Account:

- 11.2.1 at any time for any reason by giving two months' written notice to you (provided that we also give you any other notice that we are required to provide to you by law); and
- 11.2.2 immediately if any of the circumstances set out below has occurred (and we will provide you with such notice (if any) that we are required to provide to you by law):
- 11.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
- 11.2.2.2 you repeatedly breach the Agreement or any other agreement with us;
- 11.2.2.3 we suspect fraud in the opening or operation of the Services;
- 11.2.2.4 you or a Cardholder does anything which we reasonably believe will damage our reputation;
- 11.2.2.5 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services improperly;
- 11.2.2.6 you fail to pay any Charges that are due to us under the Agreement;
- 11.2.2.7 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services for or in connection with any purpose which is or may be unlawful;
- 11.2.2.8 you or a Cardholder breaches or attempts to breach, or we reasonably believe that you or a Cardholder has breached or is attempting to breach, any applicable law or regulation;
- 11.2.2.9 you or a Cardholder behaves threateningly or abusively towards our staff;
- 11.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
- 11.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
- 11.2.2.12 we find that you entered into the Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on you);
- 11.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
- 11.2.2.14 we reasonably believe that, if we do not stop providing you with the Services, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
- 11.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
- 11.2.2.16 you are Insolvent.
- 11.3 If you become aware that any of the circumstances set out in clause 11.2.2 have occurred, or if you believe that they will occur, you must notify us immediately.
- 11.4 On termination of the Agreement, howsoever occurring:
- 11.4.1 all Cards issued to Cardholders at the request of the Business must be returned to us immediately cut into two through the chip, together with repayment of the outstanding balances and any applicable Charges;
- 11.4.2 the Business' obligations under the Agreement will continue in force and the Business will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding (and any outstanding amounts shall become immediately due and payable on termination); and
- 11.4.3 the Business will ensure that the Business Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us.
- 12. When we can stop the use of a Payment Instrument**
- 12.1 We can stop the use of a Payment Instrument, or refuse to renew, replace or reissue a Payment Instrument, if it is reasonable for us to do so for reasons relating to:
- 12.1.1 the security of the Payment Instrument;
- 12.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
- 12.1.3 a significantly increased risk that you will be unable to repay any credit line relating to the Payment Instrument; and/or
- 12.1.4 our legal or regulatory obligations,
- and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.
- 12.2 We will inform you as soon as is practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Payment Instrument or replace it with a new Payment Instrument as soon as is practicable if the reason for stopping it no longer applies.
- 12.3 If you need to discuss the stop on a Payment Instrument with us, you can call us on **0800 096 4496** (if abroad **+44 1908 544059**) or write to us at Lloyds Bank Card Services, PO Box 60826, London W6 6GB.
- 13. Redemption**
- 13.1 The Business can redeem all or part of its balance by requesting it in writing until the date that is 6 years after the termination/expiry of a Card. The Bank will transfer any redeemed funds into a bank account which is in the Business' name.
- 13.2 The Business will be charged a fee of £10 to cover redemption costs on each occasion that the Business redeems, if the Business redeems all or part of the balance at the following times:
- 13.2.1 before the expiry date of a Card or replacement Card;
- 13.2.2 before termination of the Agreement prior to the Card expiry date; or
- 13.2.3 more than 12 months after:
- a. the Card or replacement Card expires, or
- b. the Agreement is terminated, (as applicable).
- Please note that if the balance on a card Account is £10 or less and the Business wants to redeem in the circumstances listed above, the fee will equal the balance which will be reduced to zero.
- 13.3 The Business will not be charged a fee for redemption of funds on a Card Account if:
- 13.3.1 it is requested on termination of the Agreement, or
- 13.3.2 the Business requests any balance remaining on a Card to be redeemed up until the date 12 months after the Agreement is terminated or 12 months from the Card expiry date and a replacement Card has not been provided.
- 14. Changes to Terms and Conditions**
- 14.1 We may make changes to these Terms and Conditions for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group.
- 14.2 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 are required due to a change in 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.
- 14.3 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 which we have agreed with you. In the notice, we may direct you to our Website where the most recent Terms and Conditions are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement 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.
- 14.4 If we add new products or services to the Agreement or add to the ways that you can use the Services (and this does not otherwise change these Terms and Conditions), this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.
- 14.5 Changes to the Payment Scheme Exchange Rate will take effect immediately on being amended by the Payment Scheme.
- 14.6 If we are making a change to the exchange rate which applies to you and the change is favourable to you we may make the change immediately. In any other circumstances, we will provide at least two months' advance written notice to you of changes to exchange rates by post, email, through any online service which you receive from us or in any other way which we have agreed with you (and clause 14.3 will apply).
- 15. Refunds for incorrectly executed payment instructions**
- 15.1 Where a Card Transaction was either not executed or incorrectly executed, subject to compliance with your obligations under clause 10.2, we will refund to you, if appropriate, the amount of the payment transaction and restore the relevant Card Account or the Business Account (as applicable) to the state in which it would have been had the defective transaction not taken place. This is provided that the payee's bank or other financial institution can prove to us that they correctly transmitted the payment order to us. The right to a refund will not apply to the extent that it would lead to your unjust enrichment (for example, where no debit was made to the Card Account because the Card Transaction was never executed).
- 15.2 If we fail to credit funds to your account which were intended to be paid to you and which we receive with the correct unique identifier, and subject to compliance with your obligations under clause 10.2, we will immediately make the amount of the payment transaction available to you, and, where applicable, credit your account with the amount of those funds.
- 15.3 Beyond the responsibility set out above, we will have no further responsibility to you for a Card Transaction that we have failed to execute or incorrectly executed.

16. Refunds for incorrect payment amounts/sums

- 16.1 For Card Transactions initiated by a third party as a payee where the exact amount of the payment was not specified when you or the Cardholder gave authorisation for the Card Transaction, we will refund the amount of the payment (and any related interest and charges directly incurred by you) if:
- 16.1.1 the amount of the payment is more than you could have reasonably expected to pay taking into account the previous spending pattern on the relevant Card, the Agreement and any other circumstances relevant to you, the Cardholder, the Card or the payee; and
- 16.1.2 you request the refund from us within eight weeks from the date that the amount was debited from the relevant Card Account or the Business Account (as applicable).
- 16.2 You will not be entitled to a refund if you or the relevant Cardholder gave authorisation for the Card Transaction directly to us and the amount of the payment to be made was provided or made available to you or the Cardholder at least four weeks before the due date for payment.
- 16.3 Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ensure that you satisfy the requirements for a refund.
- 16.4 Within 10 Business Days of the later of:
- 16.4.1 our receipt of your request for a refund; or
- 16.4.2 our receipt of any information that we ask you to provide,
- we will provide you with a refund or inform you why you are not entitled to a refund. If you are not happy with our decision, you can contact your Relationship Manager or make a complaint to us.
- 16.5 Beyond the responsibility set out above, we will have no further responsibility to you in respect of a Card Transaction which has been initiated by a payee in the circumstances set out in this clause 16.

17. Refunds for unauthorised transactions

- 17.1 Subject to clauses 17.2 and 17.3 and to any responsibility that you may have under clause 18, if a Card Transaction was not authorised by you or the relevant Cardholder, we will refund the amount of the Card Transaction and, where applicable, restore the relevant Card Account or the Business Account (as applicable) to the state in which it would have been had the unauthorised transaction not taken place, provided that you notify us without undue delay on you or a Cardholder becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment was debited from the relevant Card Account or the Business Account (as applicable). You can find details of how to contact us in clause 20.
- 17.2 In some circumstances, we may investigate whether you are entitled to a refund before providing a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. In other circumstances, we may provide a refund and subsequently investigate. If, through our subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from the relevant Card Account or the Business Account (as applicable). We will give you reasonable notice in advance of doing so.
- 17.3 When we are assessing whether a Card Transaction was authorised by you:
- 17.3.1 if you are not a Micro-Enterprise or a Charity, you agree that Regulation 60 of the Payment Services Regulations does not apply to you, therefore it is your responsibility to prove that a payment was not authorised by you or the Cardholder and we can treat the use of any Payment Instrument as sufficient evidence to show that the payment was authorised by you or the Cardholder or that you have acted fraudulently or with intent or gross negligence failed to take any of the actions set out in clauses 18.1.3 to 18.1.4; and
- 17.3.2 if you are a Micro-Enterprise or a Charity, we cannot necessarily treat the use of any Payment Instrument as sufficient evidence of the above, although this is one of the factors that we will take into consideration.
- 17.4 Beyond the responsibility set out above, we will have no further responsibility to you for unauthorised transactions.

18. Your responsibility for unauthorised transactions

Your responsibility if you are a Micro-Enterprise or a Charity

- 18.1 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.1.1 the use of a lost or stolen Payment Instrument; or
- 18.1.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe, up to a limit of £50 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:
- 18.1.3 take all reasonable steps to keep the personalised security features of the Payment Instrument safe;
- 18.1.4 use the Payment Instrument in accordance with the Agreement; or

- 18.1.5 notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument, in which case your responsibility for losses will be unlimited.
- 18.2 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.2.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument; or
- 18.2.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us).
- Your responsibility if you are not a Micro-Enterprise or a Charity
- 18.3 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.3.1 the use of a lost or stolen Payment Instrument; or
- 18.3.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe.
- 18.4 You agree that Regulation 62 of the Payment Services Regulations does not apply to you, therefore your responsibility for losses will be unlimited.
- 18.5 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.5.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument; or
- 18.5.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us).

19. General

- 19.1 We recommend that you retain a copy of all of the documents that make up the Agreement. If you would like a copy of all or any of the documents that make up the Agreement, you can contact your Relationship Manager who will provide you with a copy. You can also find a copy of these Terms and Conditions on our Website.
- 19.2 Subject to clause 19.8, we will have no Liability to you for any:
- 19.2.1 loss of profit (whether direct, indirect or consequential);
- 19.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
- 19.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 19.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
- 19.2.5 loss of bargain (whether direct, indirect or consequential);
- 19.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 19.2.7 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 19.2.8 indirect, consequential or special loss.
- 19.3 No member of Lloyds Banking Group will be liable for the refusal of any other bank, ATM or other machine or supplier to accept or honour the Card, nor will any such member be responsible in any way for the goods and services supplied to the Business or Cardholder.
- 19.4 Subject to clauses 19.7 and 19.8, the maximum aggregate Liability of the Bank which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to the Bank during that calendar year.
- 19.5 Any complaints by either a Cardholder or the Business with a Supplier must be resolved by the Business with such Supplier and no claim by the Business or a Cardholder against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.
- 19.6 The Bank accepts no responsibility if a request for Authorisation is declined or if a Card is not accepted in payment nor for any loss or damage resulting from the way either is communicated to the Business or Cardholder.
- 19.7 Nothing in the Agreement limits or excludes our Liability in any way under clauses 15, 16 and 17 of the Agreement. Any limitation on your Liability under clause 18 of the Agreement will not be affected or prejudiced by any other term of the Agreement.
- 19.8 Nothing in the Agreement excludes our Liability in any way for:
- 19.8.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 19.8.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- 19.8.3 any other matter for which we cannot exclude or limit our responsibility by law.

19.9 The Agreement is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.

19.10 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.

19.11 The Business represents and warrants to the Bank now and on each day on which we provide a Service to the Business that:

19.11.1 the Business will comply with all applicable law (including, without limitation, anti money laundering legislation) and perform all necessary acts to enable compliance by the Bank with customer due diligence and other money laundering requirements;

19.11.2 the Business has carried out all customer due diligence required under applicable law in relation to all employees, agents and contractors which it requests to receive a Card; and

19.11.3 the Business will not use the Business Account to distribute winnings from any form of gambling.

19.12 The Business Account is an e-money product and is not covered by the Financial Services Compensation Scheme. In the unlikely event that the Bank becomes Insolvent, the Business acknowledges that the Business' funds may become valueless and unusable and, as a result, the Business may lose money stored in the Business Account and Card Account.

19.13 Upon your request, the Bank may agree to place the Business' trademark, trade name, service mark and/or designs (the "Marks") on the Cards and collateral materials. In order for such placement to occur, the Business must provide the graphics to the Bank in sufficient time to allow the Bank and (if necessary) the relevant card association to review and approve them. You shall grant us an irrevocable, non-exclusive licence to use the Marks during the term of the Agreement on the Cards and on other materials relating to the Business Account. If the Bank places or amends any Marks on Cards or collateral materials at the Business' request, you shall pay us the applicable fee which is set out on the Website, and the Business shall indemnify the Bank against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Bank arising out of or in connection with any claim made against the Bank for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the use of the Marks.

20. Our service promise

20.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write or speak to your Relationship Manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

20.2 If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

21. Notices

21.1 You can contact us by post or by delivering notices by hand, in each case addressed to your Relationship Manager or Lloyds Bank Card Services PO Box 60826, London, W6 6GB.

21.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone, or by e-mail (in each case using the details which you provided to us on the Business application form or Card application or the details that you have since informed us are correct), through a broadcast message on an online service that we provide to you or by posting a notice on our Website. If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Agreement is held in the names of two or more persons.

21.3 Any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language.

21.4 You can change your contact details by giving seven days' written notice to us.

22. Assignment

22.1 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person if we agree in writing.

22.2 We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

23. Force Majeure

23.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the consequences were unavoidable despite all efforts to the contrary.

23.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.

23.3 We will also not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.

23.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

24. Severability

Each of the terms within these Terms and Conditions operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.

25. Governing Law and Jurisdiction

25.1 The Agreement and any non-contractual obligations which arise out of the Agreement are governed by the law of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations unless, at the date of entering into the Agreement, you are:

25.1.1 a company or other incorporated body and your registered office is in Scotland;

25.1.2 a sole trader and your business operates from Scotland;

25.1.3 an unincorporated body and your central management and control is exercised from Scotland; or

25.1.4 a charity based in Scotland,

in which case, the Agreement and any non-contractual obligations which arise out of the Agreement will be governed by the law of Scotland and you and we both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations.

9

Declaration and Authorisation

This declaration should be signed in accordance with your existing Bank Mandate or a Resolution.

- 1 I/We request you to open a Business Account, issue a Prepaid Card (the "Card") to Cardholders as determined by the Business from time to time and in accordance with Terms and Conditions attached to this Agreement. I/We acknowledge that these Cards will be issued subject to the Prepaid Card Conditions of Use, as amended from time to time, a copy of which, as in effect at the time of this Agreement, has been supplied to me/us.
- 2 I/We have read and agree to Section 8 of this form.
- 3 By signing this application I/We confirm that I/We (or the group which the business forms part of) that my Relationship Manager has confirmed the Prepaid card service is appropriate for me/us.

For and on behalf of (Business Name)*

Your name*

Your signature(s)*

Date*

D	D	M	M	Y	Y	Y	Y
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10

Next Steps

When completed, please return this form, together with any additional information to your relationship manager.

When received we will arrange for your application to be processed, which will result in an email being sent to the Primary Programme Administrator shown in this application with information on how to arrange for account funding and creation of cards through a dedicated website.

11

For Lloyds Bank use only – Relationship Manager’s approval

Business Sector

Commercial

Corporate

Please indicate relevant sub-sector

Industrials

Consumer and Services

Natural Resources

C.R.E.

Global Funds

Global S.F.I.

Global Insurance

Global Banks

Mid-Markets

Please indicate relevant sub-sector

High Turnover

Mid-Turnover

Other

Please specify

Relationship Manager to confirm with Corporate Customer their legal entity. Please mark (X) appropriate box.

Public Limited Company

Limited Company

Club/Societies which are set up as a body corporate eg Ltd Co, PLC,

Sole traders

Company Limited by Guarantee

Limited Liability Partnership

Partnerships with three partners or less

Partnerships with more than three partners

Charities

Education establishments under the control of a Local Authority

Education establishments not under the control of a Local Authority

Franchises

Governments

District/County Councils

Other Please specify

Relationship Manager to confirm Corporate annual turnover and employees

< £2m

> £2m - < £15m

> £15m

Approx number of employees in Corporate Organisation

Business Sector

Commercial	Large Corporate	Major Corporate	FI
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Main Account

Sort Code	Account Number
<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Corn ID

CRISP ID

Sector ID

Business ID

SmartData enabled

	Yes	No
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Relationship Manager’s Name

Branch/Office stamp

Relationship Manager’s contact details

Email

Telephone

Relationship Manager’s signature

Date

Compliance KYB Checks

Approver Name

Approver Contact Details

Email

Telephone

Approver Signature

Date

Form input checks

Prepaid Account Number

Product

Config

Once approval has been gained, please send to the following address to process:
prepaid.cards@lloydsbankcommercial.com or Internal TNT Code 89.
Corporate Card Services, 66 Hammersmith Road, London W14 8UD

We have inserted a number of headings into these Terms and Conditions in order to make them easier to read. The headings are not intended to affect the way that the Terms and Conditions are interpreted.

1. Definitions and interpretation

- 1.1 Where the words set out below are used with capital letters in these Terms and Conditions, they mean as follows:
- 1.2 **Agreement:** the agreement between the Bank and the Business including the Business Application and these Terms and Conditions and any other documents relating to the operation of the Business Account agreed to between the Bank and the Business or notified by the Bank to the Business in accordance with these Terms and Conditions from time to time.
- 1.3 **Authorisation:** as defined in the rules of any Payment Scheme.
- 1.4 **Bank, we or us:** Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).
- 1.5 **Business, you or your:** the Bank's customer and the business in whose name the Business Account is maintained by the Bank. Where the Business consists of two or more persons, this definition means all or any of them and their liability will be joint and several.
- 1.6 **Business Account:** the control account that governs the Services provided to the Business, (specifying the Card Limits), opened and maintained by the Bank in the name of the Business.
- 1.7 **Business Application:** the Lloyds Bank plc application form, to be completed by the Business when applying for the Bank's corporate prepaid card programme and which incorporates these Terms and Conditions.
- 1.8 **Business Charges:** the charges applicable to the Services to be applied to the Business Account (as may be varied from time to time pursuant to clause 7.2). Details of such charges can be found on the Website at www.prepaid.lloydsbankcommercial.com or are as otherwise notified to you in writing from time to time in accordance with the Agreement.
- 1.9 **Business Day:** a day (excluding Saturday and Sunday) on which banks are generally open for business in England.
- 1.10 **Card:** a prepaid card (including any renewal or replacement card) issued to the Business under the Agreement for use by Cardholders on its behalf.
- 1.11 **Card Account:** a sub account to the Business Account that holds the money in respect of a particular Card and opened and maintained by the Bank for each Card issued by the Bank.
- 1.12 **Card Charges:** the charges to be applied to the Card Account (as may be varied from time to time pursuant to clause 7.2). Details of charges can be found on the Website at www.prepaid.lloydsbankcommercial.com or are as otherwise notified to you in writing from time to time in accordance with the Agreement.
- 1.13 **Card Limit:** the available balance for a Card set by the Programme Administrator up to a maximum of £10,000.
- 1.14 **Card Number:** the 16-digit number which identifies each individual Card and appears on the face of the Card.
- 1.15 **Card Transaction:** any payment made, or cash withdrawal made, by use of a Card or Card Number which is debited to the Card Account.
- 1.16 **Cardholder:** any employee, contractor or agent of the Business authorised by the Business from time to time to use a Card issued by the Bank.
- 1.17 **Charges:** the Business Charges and the Card Charges.
- 1.18 **Charity:** any body whose annual income, at the date of entering into this Agreement, is less than £1 million and is:
- in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
 - in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
 - in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.
- 1.19 **Conditions of Use:** the conditions for the Cardholder's use of the Card as amended from time to time, which can be found on the Website.
- 1.20 **Insolvent:**
- if you are an individual, where you or any other person takes (or threatens to take) any step in connection with:
 - your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
 - the appointment of a receiver in respect of you under the Mental Health Act 1983;
 - the appointment of any other receiver or manager of any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
 - you cease or threaten to cease to carry on business;
- b. if you are a company, partnership, limited partnership or limited liability partnership, where you (or any other person) takes (or threatens to take) any step in connection with:
- any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
 - the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
 - the appointment of a receiver or any similar officer in respect of you or any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
 - you cease or threaten to cease to carry on business.
- 1.21 **Liability:** liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement, in each case howsoever caused including (without limitation) if caused by negligence.
- 1.22 **Lloyds Banking Group:** Lloyds Banking Group plc and all subsidiaries thereof for the time being.
- 1.23 **Micro-Enterprise:** an enterprise which, at the date of entering into the Agreement, employs fewer than 10 persons and its annual turnover and/or annual balance sheet total does not exceed 2 million euro.
- 1.24 **Non-sterling Card Transactions:** any transactions performed by the Cardholder with the Card in a currency other than sterling.
- 1.25 **OCMS:** the internet-based Card enquiry and maintenance service provided, from time to time, in respect of a Card.
- 1.26 **Online PIN:** a personal identification number used by online systems for ATM Cash withdrawal and PIN Management Services that is issued to the Cardholder when they are issued with a chip and signature card (but it will not be required to authorise payments at Suppliers).
- 1.27 **Payment Instrument:**
- any personalised device; or
 - any personalised set of procedures agreed between you and us such as the use of a password, security details or a PIN,
- used by you or a Cardholder to instruct us to execute Card Transactions for you.
- 1.28 **Payment Scheme:** MasterCard (www.mastercard.com).
- 1.29 **Payment Scheme Exchange Rate:** the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-sterling Card Transactions to convert them to the currency of the Card Account, which can be found at www.mastercard.com/global/currencyconversion
- 1.30 **Payment Services Regulations:** the Payment Services Regulations 2009 (S.I. 2009/209).
- 1.31 **PIN:** a Personal Identification Number issued to Cardholders.
- 1.32 **PIN Management Services:** functionality available at the Bank's ATMs which allows the Cardholder to change and unlock their PIN.
- 1.33 **Programme Administrator(s):** a representative or representatives nominated by the Business from time to time on the forms provided by us for this purpose and agreed by us, and who will carry out the functions set out or referred to in the Agreement.

- 1.34 **Sanctions List:** any of the following lists:
- the US Specially Designated Nationals list; and
 - the HM Revenue & Customs financial sanctions list.
- 1.35 **Services:** the facilities to be provided by the Bank to the Business under the Agreement, together with any other services associated with the Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.
- 1.36 **Supplier:** any person or entity who agrees, by arrangement with the Bank and/or the Payment Scheme to accept the Card as payment for goods and/or services.
- 1.37 **Website:** the website and associated services of the Bank appearing at prepaid.lloydsbankcommercial.com or any other URL as the Bank may notify to you from time to time.
- 1.38 In these Terms and Conditions, when we refer to a statute or statutory provision, this includes any subordinate legislation made under it and 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. Term
- The Agreement will continue indefinitely until you or we end it in accordance with the terms of the Agreement.
- ## 3. The Programme
- 3.1 To apply for a Business Account the Business must be a business incorporated or established in the UK. Following the signature of the Business Application by the Business, the setting up of the Business Account and all other administrative arrangements, the Bank will make Cards available to the Business.
- 3.2 The Business agrees that a Card Account is reloadable and may have funds loaded to it multiple times.
- 3.3 The Business warrants that no individual which it requests the issue of a Card to is on any Sanctions List and will notify the Bank immediately if this becomes the case in respect of any Cardholder. If any Cardholder appears on a Sanctions List at any time, the Bank will be able to suspend or terminate the relevant Card Account and/or the Business Account with immediate effect.
- 3.4 The Business shall notify Cardholders that Cards may not be used to pay for petrol at the pump (rather than in the kiosks) at petrol stations.
- 3.5 The Business may inform the Bank in writing whether it wishes to restrict cash transactions, merchant category code groups, the number and value of transactions per day or per month and/or impose limitations on the actions and approvals a Programme Administrator can make or give in connection with the Services and the Bank will use reasonable endeavours to carry out such requests. If the Bank does not receive such notice, we will provide the Services on an unrestricted basis, subject to any other limitations set out in the Agreement.
- 3.6 The Business agrees to ensure that any Card issued to a Cardholder by us on behalf of the Business can only be used for such purposes as are authorised by the Business. The Business acknowledges that the Card Account may only be used for authorised business use as defined between the Business and the Cardholder and the Business acknowledges that the Cardholder will be acting as its agent in connection with the receipt of the Services being provided by the Bank to the Business. If cash withdrawals are permitted by the Bank they may only be used for purposes authorised by the Bank and the Business.
- 3.7 The Business will ensure that a Programme Administrator requests all new Card Accounts and/or Cards by uploading an excel spreadsheet to the relevant part of the Website or by entering the relevant data into an online form provided by the Bank. Only a Programme Administrator can then fund the Card Account via the Website and this can only be done from the Business Account and where there are sufficient cleared funds in the Business Account to process the amount requested to be loaded to a Card Account.
- 3.8 The Business may apply (by uploading an excel spreadsheet to the relevant part of the Website or by an online form provided by the Bank) for Cards to be issued to new or additional employees, contractors or agents of the Business.
- 3.9 Following the Bank's receipt of duly completed excel spreadsheets/forms and where the Bank has approved such documentation the Bank will either send Cards to a Programme Administrator for distribution or, provided that the Cardholder's address is in the United Kingdom and the Business has requested it, directly to the Cardholder.
- 3.10 The Business will ensure that:
- 3.10.1 a Programme Administrator distributes the Cards he or she receives from the Bank to the Cardholders on receipt, and provides a link to the Conditions of Use on the Website and notifies Cardholders of changes to those Conditions of Use;
 - 3.10.2 a Programme Administrator advises the relevant Cardholder of the Card Limit applicable to that Cardholder and that only a Programme Administrator can load funds to the Card Accounts;
 - 3.10.3 all Cards are signed immediately upon receipt and are activated following instructions provided by the Bank on the enclosed documentation;
 - 3.10.4 the Cardholder complies at all times with the Conditions of Use;
 - 3.10.5 any changes to a Programme Administrator will be notified in writing (on forms provided by the Bank) to the Bank by an authorised signatory of the Business;
 - 3.10.6 a Programme Administrator is a fit and proper person at all times;
 - 3.10.7 Cardholders follow such security and other procedures as the Bank stipulates for use of the Card at all times (including, without limitation, the security procedures set out in clause 3.11); and
 - 3.10.8 no Cardholder is under any liability to make any payment in return for money allocated to a Card and no representation or statement is made by the Business or any of its employees, contractors or agents (including Programme Administrators) which purports to impose liability on the Cardholder for the making of any such payment.
- 3.11 You must use, and must ensure that any Cardholder uses, any security devices and Payment Instruments provided by us in accordance with any instructions that we give to you and you must take, and must ensure that any Cardholder takes, all reasonable steps to keep them safe. You must, and must ensure that all Cardholders must:
- 3.11.1 not give or disclose details relating to any Card Account or the Business Account to anyone else or allow anyone else to use them;
 - 3.11.2 not give or disclose details relating to any security devices or Payment Instruments to anyone else or allow anyone else to use them;
 - 3.11.3 not choose a PIN, Online PIN or any security details that are easy for someone else to guess;
 - 3.11.4 store all information relating to any Cards, any Card Accounts and the Business Account safely and dispose of any information securely and permanently;
 - 3.11.5 inform us as soon as possible if you do not receive, or a Cardholder does not receive, any financial information that you are or a Cardholder is expecting to receive from us; and
 - 3.11.6 ensure that you protect your PIN and Online PIN by memorising it as soon as possible after receiving it.
- 3.12 If any Cardholder leaves the employment of the Business, or ceases to be an employee, contractor or agent of the Business, or on the death of a Cardholder:
- 3.12.1 the Business must inform the Bank (on the form which the Bank provides) within seven Business Days of this happening;
 - 3.12.2 the Business' obligations under the Agreement will continue in full force;
 - 3.12.3 the Business will endeavour to recover the Cardholder's Card and return it (cut into two through the chip) to the Bank; and
 - 3.12.4 the Business will be responsible for all Card Transactions including any new Card Transactions made before the Card is returned.
- 3.13 The Business will ensure that each Card may only be loaded up to the Card Limit and acknowledges that the minimum load value per transaction is £25. The Card may only be loaded or reloaded by a Programme Administrator via the Website.
- 3.14 All Non-sterling Card Transactions will be converted to the Card Account currency and debited to the Card Account. All Non-sterling Card Transactions will be converted to the Card Account currency at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Card Account which may be after the day the Card Transaction is carried out. The Non-sterling Transaction fee of 2.75% (which may be amended from time to time in accordance with clause 7.2) is added to the converted Card Account currency amount and this fee and the converted Card Account currency amount will be shown on the OCMS.
- 3.15 The Business undertakes to ensure that no Card is used in a manner prohibited by law and, in the case of a Business which is a body corporate, the provisions of Part 10 section 197 of the Companies Act 2006 will apply.
- 3.16 The Business (via a Programme Administrator) may from time to time apply for Cards to be issued to new Cardholders, or terminate the authority of any person to use the Card, on forms provided by us for these purposes. Termination of a Cardholder's authority will only be effective if accompanied by the relevant Card cut into two through the chip. However, the Bank will make reasonable efforts to terminate a Cardholder's authority before the previous requirements have been met where it is believed that the Cardholder may have made or may make unauthorised use of the Card.
- 3.17 The Business will ensure that the Card and any PIN and Online PIN must not be used for any illegal purpose or outside the period shown on the Card or if the Bank has cancelled or put a stop on the Card.

- 3.18 Unless it has been agreed with the Bank that a Cardholder's needs require the issuing of a chip and signature Card, each Cardholder will be separately issued with a PIN to use on the relevant Card Account which will allow them to authorise payments at Suppliers, use PIN Management Services at ATMs and make cash withdrawals from ATMs or at branch counters (where the relevant facility has been allowed by the Business). This is a security measure, designed to protect unauthorised access to each Card Account. The PIN will only be known by the respective Cardholder and the PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When a Cardholder receives his/her PIN he/she can change it and select one of his/her own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed. When a chip and signature card is issued by the Bank, the Card can be used with the signature to authorise payments at Suppliers or withdraw cash at branch counters (where the relevant facility has been allowed by the Business). The Card can be used with an Online PIN to access PIN Management Services at ATMs and make cash withdrawals from ATMs. The Online PIN and signature are used as security measures, designed to protect unauthorised access to each Card Account. The signature panel on the Cards should be signed only by the respective Cardholder and the Online PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When a Cardholder receives his/her Online PIN he/she can change it and select one of his/her own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed.
- 3.19 The Bank may from time to time issue Cardholders with additional security codes or require them to comply with additional security measures for the Authorisation of payments made via Suppliers' websites. Where the Bank does so, the Bank will send details to a Programme Administrator for distribution to Cardholders or provide such information directly to Cardholders, together with any applicable additional terms and conditions. The Business will ensure that each Cardholder uses any additional security codes and complies with any additional security measures issued or required by the Bank under this clause in accordance with any applicable additional terms and conditions.
- 3.20 We will treat a payment instruction requesting that we execute a payment to have been received by us at the time that it is actually received by us, unless a Cardholder instructs us to make a series of recurring [Card Transactions] on future dates.
- 3.21 If a Cardholder instructs us to make a series of recurring Card Transactions on future dates, we will treat the date that we are required to carry out the Card Transaction as the date that we receive the payment instruction (this is known as the date of deemed receipt).
- 3.22 If we receive (or are deemed to receive) any payment instruction:
- 3.22.1 after the cut-off time on any Business Day; or
- 3.22.2 on a day which is not a Business Day,
- we will treat that payment instruction to have been received by us on the next Business Day. You can find our payment cut-off times on our Website.
- 3.23 A Card Transaction will be regarded as authorised by both the Business and a Cardholder where a Cardholder authorises the Card Transaction by following the instructions provided by the merchant or retailer to authorise the Card Transaction, which includes:
- 3.23.1 entering a PIN or the Online PIN or providing any other security code;
- 3.23.2 signing a sales voucher;
- 3.23.3 waving or swiping a Card over a card reader;
- 3.23.4 inserting a Card and entering the relevant PIN or Online PIN to request a cash withdrawal at an ATM;
- 3.23.5 in the case of a direct debit, by completing and signing the relevant form setting up the direct debit; or
- 3.23.6 making a request for a cash withdrawal at any bank counter (where this facility has been allowed by the Business).
- 3.24 Once a Card Transaction is regarded as authorised by the Business and a Cardholder in accordance with clause 3.23, such authorisation can only be withdrawn where the Cardholder has instructed us to make a series of recurring Card Transactions, in which case, a Card Transaction can be cancelled by the Cardholder and/or the Business telling the Supplier, the other party that the Cardholder has made the arrangement with or us, provided that the Cardholder and/or the Business gives notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.
- 3.25 If you and/or a Cardholder withdraws authorisation in relation to a series of recurring Card Transactions, we will treat this as you and/or the Cardholder (as applicable) withdrawing authorisation for all future Card Transactions in the series, unless you and/or the Cardholder notify us otherwise.
- 3.26 Once the Cardholder and/or the Business has notified us that they withdraw authorisation for the Card Transaction, we will not carry out the relevant Card Transaction(s). However, it is your responsibility to notify anyone who was expecting to receive a payment and we will not be responsible for any loss or damage that you may suffer if you fail to do so.
- 3.27 We may ask for clarification of which Card Transaction the Business or the Cardholder is stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone you make regular payments to if your account is closed or a Card Number changes otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.
- 3.28 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of the Card Transaction that the Cardholder wants to make. Therefore there may be a delay before the Supplier processes a Card Transaction, and you might not always be able to make a Card Transaction straight away, or at all.
- 3.29 If Authorisation for a Card Transaction is given, that Card Transaction will immediately reduce the balance within the Card Account.
- 3.30 The Authorisation of a Card Transaction referred to in clause 3.28 can include authorising any single Card Transaction or a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 3.31 We will act on payment instructions requesting that we execute a payment so that the amount to be transferred from the relevant Card Account or the Business Account (as applicable) reaches the beneficiary's bank or other financial institution no later than:
- 3.31.1 for payments in sterling to be made to a financial institution in the UK, the end of the next Business Day following receipt or deemed receipt of the instructions;
- 3.31.2 for payments in euro to be made to a financial institution in the EEA, the end of the next Business Day following receipt or deemed receipt of the instructions; and
- 3.31.3 for payments in EEA currencies other than euro to be made to a financial institution in the EEA (but not including payments in sterling to be made to a financial institution in the UK), the end of the fourth Business Day following receipt or deemed receipt of the instructions.
- 3.32 For payments to be made to a financial institution outside of the EEA or for payments in currencies other than EEA currencies, you agree that the timescales set out in clause 3.31 do not apply to such payments. Please contact your Relationship Manager for details of how long it will take for the payment to be processed.
- 3.33 The Bank has the right to decline to process or delay processing any Card Transaction or the right to load the Business Account or any Card Account with funds, and the Bank will not have any responsibility to you for any loss or damage that you may suffer as a result, if:
- 3.33.1 you are in breach of the Agreement;
- 3.33.2 the Card Transaction would exceed the relevant Card Limit;
- 3.33.3 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction;
- 3.33.4 the Card Transaction seems unusual when considering the way that the relevant Card Account is normally used or we reasonably believe a Card Transaction may be fraudulent;
- 3.33.5 by processing the Card Transaction, we would infringe any law, regulation, the rules of the payment system under which the Business Account is issued or any industry good practice;
- 3.33.6 not acting on the instruction to process the Card Transaction or delaying to act on the instruction would assist us with complying with applicable money laundering laws or regulations;
- 3.33.7 we consider that the instruction to process the Card Transaction is inaccurate or requires further explanation;
- 3.33.8 we acted upon the instruction to process the Card Transaction, it would breach the Agreement or any operating limits relating to the Agreement;
- 3.33.9 the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place);
- 3.33.10 despite all efforts, we are unable to make the payment within the timescales specified in clause 3.31;
- 3.33.11 the value of a Card Transaction is greater than the available funds in the Card Account; and/or
- 3.33.12 any of the circumstances in clause 11 occur.
- If we have declined to process a Card Transaction, we will provide and/or make available to you on request details of the reason(s) for the refusal as soon as is practicable and at the latest within the timescales set out in clause 3.31, unless the law prevents us from doing so or it would undermine our security measures. We will also include details of how to correct any errors which led to our refusal, if appropriate. To request this information, please contact our customer services centre by telephone on **0800 096 4496** (if abroad **+44 1908 544059**).
- 3.34 The Business acknowledges that funds held in the Card Account will not earn interest.
- 3.35 If the available amount in a Card Account is less than the purchase value of an item, some merchants may not allow the Cardholder to combine multiple payment types to complete the transaction.

- 3.36 The Business acknowledges that the Bank may require any Cardholders to provide proof of identity and address information and the Business will provide all necessary assistance in obtaining such information.
- 3.37 A Card will be valid for the period ending on the expiry date set out on the Card. The Business and Cardholders will not be able to use the Card after the expiry date. When a Card expires, the Bank may issue a Cardholder with a new Card or transfer any outstanding credit balance back to the Business.
- 3.38 The Cards are issued by Lloyds Bank plc who is authorised by the Financial Conduct Authority to issue electronic money in accordance with the Electronic Money Regulations 2011. The registered office is situated at 25 Gresham Street, London EC2V 7HN.

4. OCMS

- 4.1 We grant the Business the non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by Programme Administrators and Cardholders subject to the Agreement.
- 4.2 The rights and obligations of a Programme Administrator in relation to the use of OCMS are the same as for Cardholders as set out in this clause 4.
- 4.3 In order to enrol for OCMS a Cardholder must provide a user identification number (together with any other security details requested) or follow any such enrolment procedure used by OCMS from time to time. The Business agrees that it will not, and will ensure that all Cardholders and Programme Administrators will not, engage in any unacceptable use of OCMS, including, without limitation, the activities set out in clause 4.6.
- 4.4 The OCMS may contain inaccuracies and typographical errors and the Business acknowledges and agrees that OCMS, any related services and any information provided pursuant to OCMS, will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 4.5 The Business will ensure Programme Administrators and Cardholders:
- 4.5.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 4.5.2 ensure that personal and other data provided to the Bank are properly maintained, accurate and up to date;
- 4.5.3 comply with all applicable security procedures and keep secure and confidential all usernames, passcodes and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that a breach of security has taken place; and
- 4.5.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 4.6 The Business will ensure that only Programme Administrators and Cardholders are permitted access to OCMS. The Business will ensure that Programme Administrators and Cardholders will not:
- 4.6.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 4.6.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 4.6.3 use OCMS other than for the Business' business purposes;
- 4.6.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 4.6.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under the Agreement or any copies thereof whether in the form of user guides or otherwise;
- 4.6.6 use accounts, account numbers or attempt to authorise transactions through accounts for which they do not have full authority to conduct such activities;
- 4.6.7 disseminate or transmit any material or messages that do not pertain to the intended use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 4.6.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 4.6.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on OCMS;
- 4.6.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 4.6.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 4.6.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 4.6.13 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Website or any network connected thereto; or
- 4.6.14 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 4.7 The Business acknowledges that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in the Agreement gives the Business, Programme Administrators or Cardholders any right, title or interest in any such intellectual property.
- 4.8 The Business will access OCMS at its own cost through its own service provider using its own equipment and will at all times be responsible for ensuring that it is compatible with the relevant requirements for access to and use of OCMS. The Business acknowledges that its systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. The Business is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via OCMS or otherwise and the Bank will not be liable for any loss or damage caused thereby.
- 4.9 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 4.10 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 4.11 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 4.12 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for the Business' inability to use OCMS howsoever this arises.
- 4.13 The Bank may modify OCMS, suspend the availability of provision of OCMS or terminate your use of OCMS at any time on reasonable grounds relating to:
- 4.13.1 maintenance or enhancement;
- 4.13.2 breach of security or breach by the Business of any of its obligations hereunder;
- 4.13.3 the Business' failure to agree to any changes to the terms of use relating to OCMS; or
- 4.13.4 the Business' use, or attempted use of OCMS, in an unauthorised manner, and whenever practicable the Bank will notify a Programme Administrator accordingly.
- 4.14 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 4.15 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of the Agreement and the Business will ensure that OCMS and each part thereof is deleted from all electronic media, including intranet and electronic storage devices operated for and on behalf of the Business.
- 4.16 Subject to clause 18, the Business will indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Business or a Cardholder or the unauthorised use of OCMS or any failure on the part of the Business (including Programme Administrators and Cardholders) to comply with their respective obligations under the Agreement and any other reasonable instructions issued by the Bank from time to time.

5. Information and Card Transactions Repayment

5.1 You agree that the following information may be provided via OCMS:

Payments made from a Card Account or Business Account (as applicable):	Payments made into a Card Account or Business Account (as applicable):
a a reference enabling you to identify the Card Transaction;	a a reference enabling you to identify the transaction;
b where appropriate, information that we have received relating to the beneficiary of the payment;	b where appropriate, information that we have received relating to the person making the payment and any information transferred to us with the transaction;
c the amount of the Card Transaction in the currency in which the relevant account was debited or in the currency used for the payment order;	c the amount of the transaction in the currency in which your account was credited;
d the amount of any Charges for the Card Transaction and, where applicable, a breakdown of those Charges	d the amount of any Charges for the transaction and, where applicable, a breakdown of those Charges;
e where applicable, the exchange rate used in relation to the Card Transaction and the amount of the Card Transaction after the currency conversion; and	e where applicable, the exchange rate used in relation to the transaction before the currency conversion; and
f the debit value date or the date of receipt of the Card Transaction.	f the credit value date.

- 5.2 All Business Charges relating to the Account are detailed on the Website or as otherwise notified to you in writing from time to time in accordance with the Agreement. By applying for a Business Account the Business agrees to pay all applicable fees the Business and any Cardholder may incur whilst using the Business Account. To open a Business Account, the Business will need to pay the annual fee for each Card requested, and on each anniversary of such request.
- 5.3 If there have been any Card Transactions or Charges on the Card Account or Business Account details of such Card Transactions and Charges will be available to view by a Programme Administrator via OCMS. Business Charges will be deducted from the Business Account balance and Card Charges will be deducted from the Card Account balance.
- 5.4 We recommend that you check your Business Account, and each Cardholder checks, the transaction history on the OCMS, regularly. If there is an entry which seems to be wrong the Business should tell us in accordance with clause 10.2. Delay in notification may make correcting the error difficult. If we need to investigate a Card Transaction on any account the Business should cooperate with us and the police, if we need to involve them.
- 5.5 If the deduction of Business Charges creates an outstanding debit balance in a Business Account at any time, the next load of funds to the Business Account shall first be applied to clear such debit figure, before the remainder is available for distribution to Cards.

6. Business's Liability for Cardholders

Subject to clause 18, the Business will be liable for any direct or indirect loss incurred by any member of the Lloyds Banking Group resulting from use of the Card(s) including if a Cardholder or former Cardholder fails to observe the Conditions of Use or any additional Terms and Conditions applicable to an additional security code or measure issued or required by the Bank under clause 3.19, or acts improperly or unlawfully in relation to the Card or a Card Transaction, and any such loss will be debited by the Bank to the Business Account or invoiced to the Business to be paid within 30 days of such invoice.

7. Charges

- 7.1 The Bank will specify the relevant Charges from time to time. For further details of the Charges please refer to the Website or your Relationship Manager. Any Charges will be debited to the Business Account or Card Account as relevant.
- 7.2 We reserve the right to introduce new charges, amend our Charges and/or amend any volume rebate agreed with you at any time. If we do so, we will provide you with two months' advance written notice in the same way as we provide notice of any other changes to these Terms and Conditions (and clause 14 will apply).
- 7.3 The Charges may be subject to amendment if there is a change in the law impacting interchange or any amendment to interchange rates by the Payment Scheme.

8. Non-payment/arrears

The Bank may charge the Business a sum to cover its reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of the Agreement or the Conditions of Use.

9. Lost or Stolen Cards

- 9.1 If any Card is lost or stolen, or the PIN or Online PIN becomes known to any other person, or the Card, PIN or Online PIN are for any reason liable to misuse, the Cardholder, a Programme Administrator or the Business must notify the Bank as soon as possible by telephone using the relevant number and at the available times set out on the Website. The Bank may ask for written confirmation within seven days. The Business should always give sufficient information to accurately identify the relevant Card in such written confirmation. If a Card is subsequently found it must not be used and must be returned to the Bank cut into two through the chip.
- 9.2 The Business will, and will ensure that the relevant Cardholder will, assist us or our agents in the investigation of the loss, theft or possible misuse of the Card or the disclosure of the PIN or Online PIN, and will assist us to recover the Card. The Business consents to the disclosure of any relevant information concerning the relevant Card Account in connection with such matters. The Bank may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 9.3 All Cards are and remain our property at all times. If we have stopped the use of a Card in accordance with clause 12, the Business is responsible for recovering, destroying and returning all Cards issued to Cardholders if we or our agents so request. The Cards must be returned immediately following any such request, cut into two through the chip.
- 9.4 When a Card is lost or stolen the Bank may issue a Cardholder with a new Card and transfer any outstanding credit balance on the old Card to the new Card.
- 9.5 For the avoidance of doubt the Cardholder will not be liable to the Bank for anything under this clause 9.

10. Disputed Amounts and Chargebacks

- 10.1 The Business may only dispute amounts on the OCMS that it believes to be incorrect if:
- 10.1.1 the amount shown on the OCMS does not reflect the actual face value of the Card Transaction;
 - 10.1.2 the Card Transaction shown on the OCMS did not result from the use of the Card;
 - 10.1.3 the OCMS reflects Charges not properly made;
 - 10.1.4 the amount of the Card Transaction was not specified when it was carried out and it has subsequently resulted in excessive charges being added to the Card Account; or
 - 10.1.5 the Business is not liable for that amount or part of that amount under clause 17.
- 10.2 The Business must notify the Bank in writing of any dispute about any amount on the OCMS without undue delay and in any event within 13 months of the date that any disputed payment was debited from the relevant Card Account or the Business Account (as applicable).
- 10.3 The Business must, and must ensure that all of its Cardholders must, immediately notify the Bank in writing if it suspects that a Card Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. The Bank will attempt to charge the Card Transaction back to the Supplier under the Payment Scheme rules. This will not relieve the Business of liability for the Card Transaction unless the chargeback to the Supplier occurs, in which case the amount will be credited to the Card Account.

11. Termination

- 11.1 You may terminate the Agreement at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us.
- 11.2 We may terminate the Agreement, demand repayment of the outstanding balance on all or any Card Accounts and/or close any Card Account:
- 11.2.1 at any time for any reason by giving two months' written notice to you (provided that we also give you any other notice that we are required to provide to you by law); and
 - 11.2.2 immediately if any of the circumstances set out below has occurred (and we will provide you with such notice (if any) that we are required to provide to you by law):
 - 11.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
 - 11.2.2.2 you repeatedly breach the Agreement or any other agreement with us;

- 11.2.2.3 we suspect fraud in the opening or operation of the Services;
 - 11.2.2.4 you or a Cardholder does anything which we reasonably believe will damage our reputation;
 - 11.2.2.5 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services improperly;
 - 11.2.2.6 you fail to pay any Charges that are due to us under the Agreement;
 - 11.2.2.7 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services for or in connection with any purpose which is or may be unlawful;
 - 11.2.2.8 you or a Cardholder breaches or attempts to breach, or we reasonably believe that you or a Cardholder has breached or is attempting to breach, any applicable law or regulation;
 - 11.2.2.9 you or a Cardholder behaves threateningly or abusively towards our staff;
 - 11.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
 - 11.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
 - 11.2.2.12 we find that you entered into the Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you (“material” means likely, if successful, to have any damaging effect on you);
 - 11.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
 - 11.2.2.14 we reasonably believe that, if we do not stop providing you with the Services, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
 - 11.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
 - 11.2.2.16 you are Insolvent.
- 11.3 If you become aware that any of the circumstances set out in clause 11.2.2 have occurred, or if you believe that they will occur, you must notify us immediately.
- 11.4 On termination of the Agreement, howsoever occurring:
- 11.4.1 all Cards issued to Cardholders at the request of the Business must be returned to us immediately cut into two through the chip, together with repayment of the outstanding balances and any applicable Charges;
 - 11.4.2 the Business’ obligations under the Agreement will continue in force and the Business will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding (and any outstanding amounts shall become immediately due and payable on termination); and
 - 11.4.3 the Business will ensure that the Business Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us.

12. When we can stop the use of a Payment Instrument

- 12.1 We can stop the use of a Payment Instrument, or refuse to renew, replace or reissue a Payment Instrument, if it is reasonable for us to do so for reasons relating to:
- 12.1.1 the security of the Payment Instrument;
 - 12.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
 - 12.1.3 a significantly increased risk that you will be unable to repay any credit line relating to the Payment Instrument; and/or
 - 12.1.4 our legal or regulatory obligations,
- and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.
- 12.2 We will inform you as soon as is practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Payment Instrument or replace it with a new Payment Instrument as soon as is practicable if the reason for stopping it no longer applies.
- 12.3 If you need to discuss the stop on a Payment Instrument with us, you can call us on **0800 096 4496** (if abroad **+44 1908 544059**) or write to us at Lloyds Bank Card Services, PO Box 60826, London W6 6GB.

13. Redemption

- 13.1 The Business can redeem all or part of its balance by requesting it in writing until the date that is 6 years after the termination/expiry of a Card. The Bank will transfer any redeemed funds into a bank account which is in the Business’ name.

- 13.2 The Business will be charged a fee of £10 to cover redemption costs on each occasion that the Business redeems, if the Business redeems all or part of the balance at the following times:
- 13.2.1 before the expiry date of a Card or replacement Card;
 - 13.2.2 before termination of the Agreement prior to the Card expiry date; or
 - 13.2.3 more than 12 months after:
 - a. the Card or replacement Card expires, or
 - b. the Agreement is terminated, (as applicable).
- Please note that if the balance on a card Account is £10 or less and the Business wants to redeem in the circumstances listed above, the fee will equal the balance which will be reduced to zero.
- 13.3 The Business will not be charged a fee for redemption of funds on a Card Account if:
- 13.3.1 it is requested on termination of the Agreement, or
 - 13.3.2 the Business requests any balance remaining on a Card to be redeemed up until the date 12 months after the Agreement is terminated or 12 months from the Card expiry date and a replacement Card has not been provided.

14. Changes to Terms and Conditions

- 14.1 We may make changes to these Terms and Conditions for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group.
- 14.2 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 are required due to a change in 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.
- 14.3 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 which we have agreed with you. In the notice, we may direct you to our Website where the most recent Terms and Conditions are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement 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.
- 14.4 If we add new products or services to the Agreement or add to the ways that you can use the Services (and this does not otherwise change these Terms and Conditions), this will not be treated as a change and, as a result, we will not be required to give two months’ written notice of this to you.
- 14.5 Changes to the Payment Scheme Exchange Rate will take effect immediately on being amended by the Payment Scheme.
- 14.6 If we are making a change to the exchange rate which applies to you and the change is favourable to you we may make the change immediately. In any other circumstances, we will provide at least two months’ advance written notice to you of changes to exchange rates by post, email, through any online service which you receive from us or in any other way which we have agreed with you (and clause 14.3 will apply).

15. Refunds for incorrectly executed payment instructions

- 15.1 Where a Card Transaction was either not executed or incorrectly executed, subject to compliance with your obligations under clause 10.2, we will refund to you, if appropriate, the amount of the payment transaction and restore the relevant Card Account or the Business Account (as applicable) to the state in which it would have been had the defective transaction not taken place. This is provided that the payee’s bank or other financial institution can prove to us that they correctly transmitted the payment order to us. The right to a refund will not apply to the extent that it would lead to your unjust enrichment (for example, where no debit was made to the Card Account because the Card Transaction was never executed).
- 15.2 If we fail to credit funds to your account which were intended to be paid to you and which we receive with the correct unique identifier, and subject to compliance with your obligations under clause 10.2, we will immediately make the amount of the payment transaction available to you, and, where applicable, credit your account with the amount of those funds.
- 15.3 Beyond the responsibility set out above, we will have no further responsibility to you for a Card Transaction that we have failed to execute or incorrectly executed.

16. Refunds for incorrect payment amounts/sums

- 16.1 For Card Transactions initiated by a third party as a payee where the exact amount of the payment was not specified when you or the Cardholder gave authorisation for the Card Transaction, we will refund the amount of the payment (and any related interest and charges directly incurred by you) if:

- 16.1.1 the amount of the payment is more than you could have reasonably expected to pay taking into account the previous spending pattern on the relevant Card, the Agreement and any other circumstances relevant to you, the Cardholder, the Card or the payee; and
- 16.1.2 you request the refund from us within eight weeks from the date that the amount was debited from the relevant Card Account or the Business Account (as applicable).
- 16.2 You will not be entitled to a refund if you or the relevant Cardholder gave authorisation for the Card Transaction directly to us and the amount of the payment to be made was provided or made available to you or the Cardholder at least four weeks before the due date for payment.
- 16.3 Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ensure that you satisfy the requirements for a refund.
- 16.4 Within 10 Business Days of the later of:
- 16.4.1 our receipt of your request for a refund; or
- 16.4.2 our receipt of any information that we ask you to provide, we will provide you with a refund or inform you why you are not entitled to a refund. If you are not happy with our decision, you can contact your Relationship Manager or make a complaint to us.
- 16.5 Beyond the responsibility set out above, we will have no further responsibility to you in respect of a Card Transaction which has been initiated by a payee in the circumstances set out in this clause 16.

17. Refunds for unauthorised transactions

- 17.1 Subject to clauses 17.2 and 17.3 and to any responsibility that you may have under clause 18, if a Card Transaction was not authorised by you or the relevant Cardholder, we will refund the amount of the Card Transaction and, where applicable, restore the relevant Card Account or the Business Account (as applicable) to the state in which it would have been had the unauthorised transaction not taken place, provided that you notify us without undue delay on you or a Cardholder becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment was debited from the relevant Card Account or the Business Account (as applicable). You can find details of how to contact us in clause 20.
- 17.2 In some circumstances, we may investigate whether you are entitled to a refund before providing a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. In other circumstances, we may provide a refund and subsequently investigate. If, through our subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from the relevant Card Account or the Business Account (as applicable). We will give you reasonable notice in advance of doing so.
- 17.3 When we are assessing whether a Card Transaction was authorised by you:
- 17.3.1 if you are not a Micro-Enterprise or a Charity, you agree that Regulation 60 of the Payment Services Regulations does not apply to you, therefore it is your responsibility to prove that a payment was not authorised by you or the Cardholder and we can treat the use of any Payment Instrument as sufficient evidence to show that the payment was authorised by you or the Cardholder or that you have acted fraudulently or with intent or gross negligence failed to take any of the actions set out in clauses 18.1.3 to 18.1.4; and
- 17.3.2 if you are a Micro-Enterprise or a Charity, we cannot necessarily treat the use of any Payment Instrument as sufficient evidence of the above, although this is one of the factors that we will take into consideration.
- 17.4 Beyond the responsibility set out above, we will have no further responsibility to you for unauthorised transactions.

18. Your responsibility for unauthorised transactions

Your responsibility if you are a Micro-Enterprise or a Charity

- 18.1 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.1.1 the use of a lost or stolen Payment Instrument; or
- 18.1.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe, up to a limit of £50 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:
- 18.1.3 take all reasonable steps to keep the personalised security features of the Payment Instrument safe;
- 18.1.4 use the Payment Instrument in accordance with the Agreement; or
- 18.1.5 notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Instrument, in which case your responsibility for losses will be unlimited.

- 18.2 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.2.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument; or
- 18.2.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us).
- Your responsibility if you are not a Micro-Enterprise or a Charity
- 18.3 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.3.1 the use of a lost or stolen Payment Instrument; or
- 18.3.2 the misappropriation of a Payment Instrument due to you failing to keep the personalised security features of the Payment Instrument safe.
- 18.4 You agree that Regulation 62 of the Payment Services Regulations does not apply to you, therefore your responsibility for losses will be unlimited.
- 18.5 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.5.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the Payment Instrument; or
- 18.5.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the Payment Instrument (unless clause 23 applies to us).

19. General

- 19.1 We recommend that you retain a copy of all of the documents that make up the Agreement. If you would like a copy of all or any of the documents that make up the Agreement, you can contact your Relationship Manager who will provide you with a copy. You can also find a copy of these Terms and Conditions on our Website.
- 19.2 Subject to clause 19.8, we will have no Liability to you for any:
- 19.2.1 loss of profit (whether direct, indirect or consequential);
- 19.2.2 loss of revenue, loss of production or loss of business (whether direct, indirect or consequential);
- 19.2.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 19.2.4 loss of anticipated savings or loss of margin (whether direct, indirect or consequential);
- 19.2.5 loss of bargain (whether direct, indirect or consequential);
- 19.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 19.2.7 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 19.2.8 indirect, consequential or special loss.
- 19.3 No member of Lloyds Banking Group will be liable for the refusal of any other bank, ATM or other machine or supplier to accept or honour the Card, nor will any such member be responsible in any way for the goods and services supplied to the Business or Cardholder.
- 19.4 Subject to clauses 19.7 and 19.8, the maximum aggregate Liability of the Bank which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to the Bank during that calendar year.
- 19.5 Any complaints by either a Cardholder or the Business with a Supplier must be resolved by the Business with such Supplier and no claim by the Business or a Cardholder against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.
- 19.6 The Bank accepts no responsibility if a request for Authorisation is declined or if a Card is not accepted in payment nor for any loss or damage resulting from the way either is communicated to the Business or Cardholder.
- 19.7 Nothing in the Agreement limits or excludes our Liability in any way under clauses 15, 16 and 17 of the Agreement. Any limitation on your Liability under clause 18 of the Agreement will not be affected or prejudiced by any other term of the Agreement.
- 19.8 Nothing in the Agreement excludes our Liability in any way for:
- 19.8.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 19.8.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- 19.8.3 any other matter for which we cannot exclude or limit our responsibility by law.
- 19.9 The Agreement is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.

- 19.10 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.
- 19.11 The Business represents and warrants to the Bank now and on each day on which we provide a Service to the Business that:
- 19.11.1 the Business will comply with all applicable law (including, without limitation, anti money laundering legislation) and perform all necessary acts to enable compliance by the Bank with customer due diligence and other money laundering requirements;
- 19.11.2 the Business has carried out all customer due diligence required under applicable law in relation to all employees, agents and contractors which it requests to receive a Card; and
- 19.11.3 the Business will not use the Business Account to distribute winnings from any form of gambling.
- 19.12 The Business Account is an e-money product and is not covered by the Financial Services Compensation Scheme. In the unlikely event that the Bank becomes Insolvent, the Business acknowledges that the Business' funds may become valueless and unusable and, as a result, the Business may lose money stored in the Business Account and Card Account.
- 19.13 Upon your request, the Bank may agree to place the Business' trademark, trade name, service mark and/or designs (the "Marks") on the Cards and collateral materials. In order for such placement to occur, the Business must provide the graphics to the Bank in sufficient time to allow the Bank and (if necessary) the relevant card association to review and approve them. You shall grant us an irrevocable, non-exclusive licence to use the Marks during the term of the Agreement on the Cards and on other materials relating to the Business Account. If the Bank places or amends any Marks on Cards or collateral materials at the Business' request, you shall pay us the applicable fee which is set out on the Website, and the Business shall indemnify the Bank against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Bank arising out of or in connection with any claim made against the Bank for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the use of the Marks.

20. Our service promise

- 20.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write or speak to your Relationship Manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.
- 20.2 If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

21. Notices

- 21.1 You can contact us by post or by delivering notices by hand, in each case addressed to your Relationship Manager or Lloyds Bank Card Services PO Box 60826, London, W6 6GB.
- 21.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone, or by e-mail (in each case using the details which you provided to us on the Business application form or Card application or the details that you have since informed us are correct), through a broadcast message on an online service that we provide to you or by posting a notice on our Website. If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Agreement is held in the names of two or more persons.
- 21.3 Any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language.
- 21.4 You can change your contact details by giving seven days' written notice to us.

22. Assignment

- 22.1 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person if we agree in writing.
- 22.2 We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

23. Force Majeure

- 23.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the consequences were unavoidable despite all efforts to the contrary.
- 23.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.
- 23.3 We will also not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.
- 23.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

24. Severability

Each of the terms within these Terms and Conditions operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.

25. Governing Law and Jurisdiction

- 25.1 The Agreement and any non-contractual obligations which arise out of the Agreement are governed by the law of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations unless, at the date of entering into the Agreement, you are:
- 25.1.1 a company or other incorporated body and your registered office is in Scotland;
- 25.1.2 a sole trader and your business operates from Scotland;
- 25.1.3 an unincorporated body and your central management and control is exercised from Scotland; or
- 25.1.4 a charity based in Scotland,
- in which case, the Agreement and any non-contractual obligations which arise out of the Agreement will be governed by the law of Scotland and you and we both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations.

This is a copy of the current Conditions of Use for you to keep and is intended to act as a guide of how the Card must be used. We are providing the Card to enable you to access a Business Account which we have opened for the Business. These Conditions of Use do not form a contract between you and the Bank but explain how you can use the card and when you need to contact us.

1. Definitions

1.1 Where the words set out below are used with capital letters in these Conditions of Use, they mean as follows:

Bank: we, us or our: Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).

Business: the Bank's customer and entity at whose request the Card is issued to the Cardholder pursuant to an agreement between us and the Business.

Business Account: the control account which governs the Services provided to the Business opened and maintained by the Bank in the name of the Business.

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

Card: the Lloyds prepaid card (including any renewal or replacement card) issued for use by Cardholders with the Card Account on behalf of the Business and at the Business' request.

Card Account: the sub-account opened by us in respect of the Card issued to the Cardholder pursuant to an agreement between us and the Business.

Card Charges: the charges to be applied to the Card Account (as may be varied from time to time). Details of charges can be found on the Website or as otherwise notified to the Business in writing from time to time.

Card Limit: the available balance for a Card set by the Programme Administrator up to a maximum of £10,000.

Card Number: the 16 digit number which identifies each individual Card and appears on the face of the Card.

Card Transaction: any purchase of goods and/or services and/or cash withdrawals made by you using the Card.

Cardholder, you or your: the person identified on the Card who is authorised by the Business to use the Card.

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

Non-sterling Card Transaction: any transaction performed by the Cardholder with the Card in a currency other than sterling.

Online PIN: a personal identification number used by online systems for ATM Cash withdrawal and PIN Management Services that is issued to the Cardholder when they are issued with a chip and signature card (but it will not be required to authorise payments at Suppliers).

OCMS: the internet based Card enquiry and maintenance service provided in respect of a Card.

Payment Instrument:

- a. any personalised device; or
- b. any personalised set of procedures agreed between you and us such as the use of a password, security details or a PIN, used by you to execute Card Transactions.

Payment Scheme: MasterCard

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-sterling Card Transactions to convert them to the currency of the Card Account which can be found at <https://www.mastercard.com/global/currencyconversion>

PIN: the Personal Identification Number issued to Cardholders for use with a Card.

PIN Management Services: functionality available at the Bank's ATMs, which allows the Cardholder to change and unlock their PIN.

Programme Administrator(s): a representative or representatives nominated by the Business from time to time.

Services: the facilities to be provided by the Bank under an agreement between us and your Business together with any other services associated with the Card that the Bank or any other member of Lloyds Banking Group may make available from time to time.

Supplier: any person or entity who agrees, by arrangement with us and/or the Payment Scheme to accept the Card as payment for goods and/or services.

Website: the website and associated services of the Bank appearing at prepaid.lloydsbankcommercial.com or any other URL as the Bank may notify to you from time to time.

2. Acceptance

Before signing the Card you will read these Conditions of Use and when using the Card follow these conditions, together with any conditions of use notified to you by your Business in your terms of employment or contract for services or otherwise in any case related to use of the Card. If you do not agree to comply with these Conditions of Use you must return the Card to us cut in two through the chip.

3. The Card Account

- 3.1 We will open and/or continue a Card Account in respect of the Card issued to you on behalf of the Business which can only be used for such purposes as are authorised by your Business. The Card Account may only be used for authorised business use as defined between yourself and the Business. You will be acting as an agent of the Business in connection with the receipt of the Services being provided by the Bank to the Business. If cash withdrawals are permitted by us they may only be used for purposes authorised by us and your Business.
- 3.2 We will debit the Card Account with all Card Transactions made using your Card and will credit the Card Account with all payments made by the Business.
- 3.3 A Card Limit for the Card Account will be established from time to time and will be notified to you by your Business. You may also be notified of certain other restrictions and controls put in place by us or your Business from time to time, including maximum numbers of transactions or a restriction on cash withdrawals.
- 3.4 To activate the Card, on receipt of the Card, you must follow the instructions on the sticker attached to the Card, or telephone the relevant number at the available times set out on the Website, in order to complete the necessary security checks.
- 3.5 You may not load or reload funds to the Card Account. This can only be done by your Programme Administrator(s).
- 3.6 Only your Business will be able to redeem all or part of a balance on a Card Account and details of how this can be done are set out in our agreement with your Business.

4. The Card

- 4.1 Subject to condition 2, on receipt of the Card you must sign it immediately.
- 4.2 The Card remains our property at all times and we can recall or replace or change the Card Number or Card Account at any time. If either we or your Business ask for the Card back, it must be returned immediately cut in two through the chip. A person acting for us or your Business may recover or retain the Card.
- 4.3 The Card is only valid for the period shown on it and the Card must not be used outside this period. When the Card expires it must be destroyed by cutting it in two through the chip.
- 4.4 Either we or your Business may cancel or suspend use of the Card at any time without prior notice. The Card must not be used once the Card has been cancelled or suspended.
- 4.5 Only the Business is liable to us for Card Transactions and Charges incurred on the Card Account whether or not such Card Transactions and Charges are incurred in compliance with these Conditions of Use.
- 4.6 The Card must not be used for any illegal purpose, and cannot be used to pay for petrol at the pump (rather than at the kiosk) at petrol stations.
- 4.7 The Card must only be used with Suppliers who are in the merchant category codes specified by your Business.
- 4.8 Card Transactions will be prohibited if it would cause a Card Account to have a negative balance and some merchants may not allow you to combine multiple payment types.

5. The PIN, security devices and Payment Instruments

- 5.1 If requested by your Business to do so, we may permit the Card to be used by you to withdraw cash from ATMs. All such withdrawals will be debited to the Card Account.
- 5.2 Unless it has been agreed between the Bank and the Business that your needs require the issuing of a signature Card, you will be issued with a PIN for use with the Card.
- 5.3 You must not write the PIN on the Card or anything left with the Card. If you do write it down, do not write the PIN in a way which would enable someone else to recognise that it is a PIN.

- 5.4 The PIN will allow you to use PIN Management Services, make cash withdrawals from ATMs or at branch counters (where the relevant facility has been allowed by the Business) and use the Card to execute Card Transactions. This is a security measure, designed to protect unauthorised access to each Card Account. The PIN will only be known by each individual Cardholder and must not have been revealed to anyone else or be known by any member of Bank staff. When you receive your PIN you can change it and select a PIN of your own choice through any of our ATMs. As a fraud prevention measure we restrict use of some numbers as PINs which are easily guessed. Card PINs usage will be locked after 3 invalid PIN attempts and can be unlocked at an ATM or by contacting the customer services team using the relevant details at the available times set out on the Website.
- 5.5 When a chip and signature card is issued by the Bank, the Card can be used with the signature to authorise payments at Suppliers or withdraw cash at branch counters (where the relevant facility has been allowed by the Business). The Card can be used with an Online PIN to access PIN Management Services at ATMs and make cash withdrawals from ATMs (where the relevant facility has been allowed by the Business). The Online PIN and signature are used as security measures, designed to protect unauthorised access to each Card Account. The signature panel on the Cards should be signed only by the respective Cardholder and the Online PIN will not have been revealed by the Bank to anyone else or be known by any member of Bank staff. When you receive your Online PIN you can change it and select one of your own choosing through any of our ATMs. As a fraud prevention measure the Bank restricts use of some numbers as PINs which are easily guessed. An Online PIN can be unlocked by contacting the customer services team using the relevant details at the available times set out on the Website.
- 5.6 You must use any security devices and Payment Instruments provided by us in accordance with any instructions that we give to you and you must take all reasonable steps to keep them safe. You must:
- 5.6.1 not give or disclose details relating to any Card Account to anyone else to use them;
 - 5.6.2 not give or disclose details relating to any security devices or Payment Instruments to anyone else to use them;
 - 5.6.3 not choose a PIN or any security details that are easy for someone else to guess;
 - 5.6.4 store all information relating to any Cards and any Card Accounts safely and dispose of any information securely and permanently;
 - 5.6.5 inform us as soon as possible if you do not receive any financial information that you are expecting to receive from us; and
 - 5.6.6 ensure that you protect your PIN by memorising it as soon as possible after receiving it.

6. Card Transactions

- 6.1 The Card can be used to make or authorise payments to Suppliers who accept the Card (for example, a payment for goods or services supplied to you). The Card and PIN can be used in ATMs which accept the Card, when they are operating, to access PIN Management Services and to withdraw cash. (Cash is only available if permitted by the Business according to condition 5.1.)
- 6.2 The authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.
- 6.3 We may refuse a Card Transaction or suspend or terminate the right for your Programme Administrator(s) to top up any Card Account. Reasons for this may include where:
- 6.3.1 the Card Transaction would exceed the relevant Card Limit;
 - 6.3.2 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction;
 - 6.3.3 the Card Transaction seems unusual when considering the way that the relevant Card Account is normally used or we reasonably believe a Card Transaction may be fraudulent; or
 - 6.3.4 a Card Transaction might take you over your available funds on the Card Account.
- The Bank will not be responsible for any loss if the Bank does not allow a Card Transaction to be made or a Card Account to be loaded with funds. If authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Card Limit.
- 6.4 A Card Transaction will be regarded as authorised by you where you or any other person authorise(s) the Card Transaction at the point of sale by following the instructions provided by the merchant or retailer to authorise the transaction, which includes:
- 6.4.1 entering your PIN or providing any other security code;
 - 6.4.2 signing a sales voucher;
 - 6.4.3 waving or swiping the Card over a card reader;
 - 6.4.4 inserting a Card and entering your PIN to request a cash withdrawal at an

ATM; or

- 6.4.5 making a request for a cash withdrawal at any bank counter.
- 6.5 Once a Card Transaction is regarded as authorised by you in accordance with condition 6.4, such authorisation can only be withdrawn where you have instructed us to make a series of recurring payments, in which case, a Card Transaction can be cancelled by you by telling the Supplier, the other party that you have made the arrangement with or us, provided that you give notice no later than the end of the Business Day on the day before the relevant payment is due to be made.
- 6.6 By cancelling a recurring transaction arrangement you or your Business will have withdrawn authorisation for such future transactions. We may ask you for clarification of which payment you are stopping and/or, if appropriate, request written confirmation that authorisation to a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to contact the person you make a regular payment to if you want to cancel your arrangement with them, as we cannot do that for you. You will also need to tell anyone you make regular payments to if your Card Account is closed or Card Number changes, otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not responsible for any loss or damage you suffer as a result.
- 6.7 If on review of any Card Transactions via OCMS an item appears of which you have no record, you should contact us, by telephone using the relevant number at the available times set out on the Website as soon as possible.
- 6.8 All Non-sterling Card Transactions will be converted to the Card Account currency and debited to the Card Account. All Non-sterling Card Transactions will be converted to the Card Account currency at the Payment Scheme Exchange Rate which is applicable on the day the Card Transaction is debited to the Card Account which may be after the day you carried out the Card Transaction. The Non-sterling Card Transaction fee of 2.75% (which may be amended from time to time) is added to the converted Card Account currency amount and this fee and the converted Card Account currency amount will be shown as part of the Card Transaction in the records on OCMS. We will not be responsible where a currency conversion service is applied by a Supplier and the Supplier does not disclose any charges or the exchange rate to be used at the time of the transaction.
- 6.9 Where cash withdrawals are permitted, if the Card is used to withdraw cash from an ATM there may be a handling charge and we will deduct from the Card Account the amount dispensed (if applicable, converted in accordance with condition 6.8 above), and any handling charges payable.

7. OCMS

In order to enrol for OCMS you must provide the user identification number which we will have provided to you (together with any other security details requested) or follow any such enrolment procedure used by OCMS from time to time.

8. Transactions

If there have been any Card Transactions or Card Charges on the Card details of all Card Transactions and Card Charges debited and all amounts credited to the Card Account will be available via OCMS. You must ensure that all Card Transactions are correct. In the event of any errors during the production or posting of the Card Transactions (including posting via OCMS), you may experience a delay in being able to view such Card Transactions.

9. Disputes and discrepancies

You should try to resolve any questions, problems, discrepancies or disputes concerning any Card Transaction directly with the relevant Supplier. If you are unable to resolve the issue please contact us immediately by contacting the relevant number at the available times set out on the Website and we will take appropriate steps to provide the information you request or attempt to resolve your concern.

10. When we can stop the use of a Payment Instrument

- 10.1 We can stop the use of a Payment Instrument, or refuse to renew, replace or reissue a Payment Instrument, if it is reasonable for us to do so for reasons relating to:
- 10.1.1 the security of the Payment Instrument;
 - 10.1.2 any suspected unauthorised or fraudulent use of the Payment Instrument;
 - 10.1.3 a significantly increased risk that the Business will be unable to repay any credit line relating to the Payment Instrument; and/or
 - 10.1.4 our legal or regulatory obligations,
- and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.
- 10.2 We will inform the Business as soon as is practicable if we are going to, or if we have, stopped the use of a Payment Instrument and we will advise the Business of any reasons, unless the law prevents us from doing so or it would undermine our security measures.

- 10.3 If you need to discuss the stop on a Payment Instrument with us, you can call us on **0800 096 4496** (if abroad **+44 1908 544059**) or write to us at Lloyds Bank Card Services, PO Box 60826, London, W6 6GB.
- 10.4 Subject to any notice we are required by law to give you, we may close the Card Account at any time; in particular, the Card Account may be closed if you for any reason cease to be employed by, or contracted to supply services to, the Business.
- 10.5 If you cease for any reason to be an employee, agent or contractor of the Business you must cease to use the Card and the Card Account and must return the Card to the Business cut in two through the chip.

11. Charges

- 11.1 Your Business is liable for payment of all reasonable expenses incurred by us:
- 11.1.1 resulting from your use of the Card including expenses incurred as a result of any breach by you of these Conditions of Use; and
 - 11.1.2 in recovering any Cards which should have been returned to us.
- 11.2 We may debit from the Card Account any Card Charges we may make for information or services you ask for as agreed between us and your Business.

12. Suppliers

- 12.1 We are not responsible if any bank, Supplier, terminal or other machine does not accept the Card or if a retailer fails to disclose any surcharge for use of the Card.
- 12.2 If a Supplier is liable to refund a Card Transaction, we will only credit the Card Account with the amount of the refund when we receive an appropriate voucher or satisfactory confirmation from that Supplier.

13. Our Service Promise

- 13.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

14. Lost or stolen Cards

- 14.1 If the Card is lost, stolen or the PIN becomes known to any person other than you, or the Card or the PIN are for any reason liable to misuse, you must notify the Bank without undue delay by telephone using the relevant number at the available times as set out on the Website so we can take steps to limit unauthorised use of the Card Account. We may ask for written confirmation within seven days. Please always give your Card Number in such written confirmation. If a Card is subsequently found, it must not be used and must be returned to the Bank cut in two through the chip.
- 14.2 You will be required to assist us or our agents in the investigation of the loss, theft or possible misuse of the Card or the disclosure of the PIN, and in the recovery of the Card.

- 14.3 If we have stopped the use of a Card in accordance with condition 10 you will need to recover, destroy or return all Cards issued to you if we or our agents so request. Following a request for return of a Card, it must be cut in two through the chip and promptly returned to us.
- 14.4 When a Card is lost or stolen the Bank may issue you with a new Card and transfer any outstanding credit balance on the old Card to the new Card. The Bank may issue you with a new Card or transfer any outstanding credit balance back to the Business.

15. Not used

16. Changes to Conditions of Use

- 16.1 We may make changes to these Conditions of Use for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, to improve security, change the scope of the Services that we provide or take account of reorganisations within Lloyds Banking Group. Your Programme Administrator(s) will be notified of the changes in writing by post or by email. Changes will then be notified to you via your Programme Administrator(s), who may direct you to the Website where details of the change are posted.
- 16.2 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately without giving you any prior notice.

17. General


- 17.1 You must notify us of any change in name or address and, if we ask, confirm it in writing.
- 17.2 You consent to us providing any information referred to in the Conditions of Use on the Website.

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

 Visit prepaid.lloydsbankcommercial.com

 Telephone 0345 030 6270

 Write to Corporate Card Services,
PO Box 60826, London W6 6GB

 Contact your relationship manager

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

If you have hearing or speech impairment you can contact us using Text Relay (previously Typetalk).

Help and Information

If you have any queries about the Commercial Prepaid Card or require a copy of this Agreement or any document referred to in it, please contact your relationship team or in writing at Corporate Card Services, PO Box 60826, London W6 6GB or by telephone on 0345 030 6270. The Commercial Charge Card Terms and Conditions can also be found on our website at prepaid.lloydsbankcommercial.com

Important information

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve the quality of our service. Please remember we cannot guarantee security of messages sent by email. Lloyds Bank is a trading name of Lloyds Bank plc. Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales No. 2065. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Authorisation can be checked on the Financial Services Register under the Firm Registration number 119278 for Lloyds Bank plc.

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