

*Private Banking*

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# MAYFAIR PRIVATE BANKING SERVICE

## Terms and Conditions

June 2020

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Applicable to:

- Sole Traders
- Partnerships
- Executors and Administrators
- Trusts
- Clubs, Societies and Charities
- Limited Liability Partnerships
- Limited Companies



**LLOYDS BANK**

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This booklet contains the general conditions that apply to our Mayfair Private Banking Service bank accounts and some related services for sole traders, partnerships, executors and administrators, trusts, clubs, societies and charities, limited liability partnerships and limited companies. Please read it carefully and keep for future reference.

## Contents

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Conditions	Page
<b>Section A Introduction to this agreement</b>	<b>1</b>
1. The services this agreement covers	1
2. How this agreement works	1
3. Eligibility for the non-personal Mayfair Private Banking Service	2
<b>Section B Contact and security</b>	<b>2</b>
4. Contacting each other	2
5. The Authority and Authorised Signatories	2
6. Electronic communications	2
7. Security	2
8. Statements and information	3
9. Third party providers	3
<b>Section C Banking services</b>	<b>4</b>
10. Opening and processing times and general provisions about payments	4
11. Payments into your account (deposits)	4
11.1 General conditions about payments into your account	4
11.2 Cash payments into your account	4
11.3 Payments into your account (other than cash and cheque payments)	4
11.4 Cheques in pounds paid in at Lloyds Bank	5
11.5 Foreign cheques paid into your account	5
12. Payments out of your account (withdrawals)	5
12.1 General conditions about payments out of your account	5
12.2 Payments (other than payments by cheque)	6
12.3 Refunds for payments	7
12.4 Cheque payments	7
12.5 Cashesweep®	8
13. Interest, charges and relationship fee	8
14. Overdrafts and available funds	8
15. Mayfair Current Account	9
16. Mayfair savings accounts (including the Mayfair Instant Access Investment Account)	9

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## Contents (continued)

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<b>Section D</b>	<b>General conditions</b>	<b>10</b>
	17. Changes to these conditions and the additional conditions	10
	18. General liability	11
	19. Using money between accounts (set off)	11
	20. Ending or suspending this agreement or an account or service	11
	21. What happens if you do not meet the conditions we set for an account type?	12
	22. Transferring rights and obligations	12
	23. Third party rights	12
	24. Not enforcing this agreement	12
	25. Law applying to this agreement	12
	26. If you have a complaint	12
<b>Section E</b>	<b>Additional Important Information</b>	<b>14</b>

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## Section A – Introduction to this agreement

### 1. The services this agreement covers

- 1.1 This document sets out the general conditions for our non-personal bank accounts and related banking services for sole traders, partnerships, executors and administrators, trusts, clubs, societies and charities, limited liability partnerships and limited companies. These accounts and services may also have additional conditions (see condition 2 for more details). If we offer other services in relation to your account with us, it will be made clear at the time if these general conditions will apply to them.

If you or any individuals associated with your business have a personal current account or other personal account with us it will be operated on Terms and Conditions specific to that account. Those personal banking Terms and Conditions do not affect or change the terms (express or implied) of this agreement.

#### Bank Accounts

- Money can be paid directly into a current account in cash, by cheque or by direct transfer from another account. You can take money out of a current account in many different ways, such as by cheque, in cash, direct transfer to another account, direct debit or standing order.
- We may agree to give you an overdraft on your current account and, as part of our overall service, we will consider requests for an Unauthorised Overdraft or increased Unauthorised Overdraft and tell you of our decision. Often we do grant an Unauthorised Overdraft for a short period because we believe this to be an important aspect of the banking service which we offer our clients. If we always refused Unauthorised Overdrafts this would in many cases lead to inconvenience for our clients.
- If you want to earn interest on your money, you can open a savings account. There may be limits or differences in the ways you can take money out of a savings account, compared to a current account. For example, you may not be able to set up standing orders or direct debits on a savings account.
- If you want to operate an account in a currency other than sterling, you can open a currency account. You can ask your Private Banking Manager for more details about currency accounts.

#### Telephone Banking and Internet Banking

- Generally our contact with you will be through your Private Banking Manager.
- Once you have registered, you can give us instructions and access information on your current and savings accounts electronically using Lloyds Bank Online for Business (also referred to in this document as 'Internet Banking').
- If you have registered for Internet Banking and/or you have elected to receive SMS Text Alerts services (which allow you to receive text messages with information about your current account) your sole contractual relationship in connection with these services is with us. Accordingly, all instructions and communications given by you or your authorised users in connection with these services must be directed to us.
- We will act on the instructions you give using these services.
- You must follow Lloyds Bank plc's security checks when using the services.
- We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat.

#### Branches

- Opening times and services may vary depending on the type of branch you use. Not all our services are available everywhere, or at all times. For example, some branches are open without offering counter services in the evenings or weekends, and some branches are counter-free, mainly giving self-service access to your accounts. Please check available services, times and any transaction limits with the branch you want to use.

#### Cashsweep®

- These general conditions cover Cashsweep®, which is a means of monitoring your day to day spending, and moving the money between your non-personal Mayfair Current Account and your non-personal Mayfair Savings Account to cover this if necessary, using limits that have been agreed with you.

- 1.2 You may not be eligible for all of our accounts or services or all the features they have – for example, we will not give you an Authorised Overdraft if you are under 18. We may also limit the number of accounts or services you can hold with us.

- 1.3 An important part of our role as your bank is to provide you with services to help you manage your finances. We do not generally provide advice, but we can use information we have about you to suggest other services we think might interest you. To find out more about how we and other Lloyds Banking Group companies use your personal information, please look at the authority form you completed when applying for your account.

- 1.4 You explicitly consent to us accessing, processing and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account.

When someone is making a payment into your account and is checking with us if your name matches your other account details, we will give information about you and your account to them. This information can include:

- your name;
- the type of account you hold – personal or business;
- if your account has switched to another bank.

For more information on how we can use your data, please see our privacy notice (including the 'Your Rights' section). This is available at [lloydsbank.com/business/privacy.html](https://lloydsbank.com/business/privacy.html), or by asking us.

- 1.5 In providing our services we will not act as your agent, or as the agent of any other party, unless we specifically notify you in writing that we will be acting as an agent for any particular service(s).
- 1.6 Please ask us if you have any questions about this agreement or any other matter by contacting your Private Banking Manager or writing to us.

### 2. How this agreement works

- 2.1 This agreement for the above bank accounts and related banking services is made up of the general conditions in this document and any 'additional conditions' we give you for these accounts or services relating to your account(s) with us. We will tell you if these general conditions apply when you take a new product or service from us. If you register for Internet Banking these general conditions will still apply to your accounts with us.
- 2.2 'Additional conditions' are the interest rates, charges and other terms that apply to a specific service or account provided by us, or to a specific service provided to you in relation to your account(s) with us, that are not included in this document. These will include, for example, minimum and maximum balances; how to qualify for a particular account, service or rate; and interest rates and charges.
- 2.3 We will give you these additional conditions separately – for example they may be included as part of our application forms, authority forms, letters, leaflets such as welcome packs, on our website, in our Guide to our Charges for business clients ('Guide to our Charges') and Rates of Interest or by phone.
- 2.4 If any additional condition conflicts with any general condition in this document, the additional condition will apply.
- 2.5 General law (for example, about banking or consumer protection) applies to the accounts and services we provide you.
- 2.6 Except where the general law cannot be changed or excluded, if any term of this agreement conflicts with the general law, then this agreement will apply.
- 2.7 In this agreement:
- 'we' are Lloyds Bank plc; and
  - 'you' are the business or organisation (whether a sole trader, partnership, executor or administrator, trust, club, society or charity, limited liability partnership or limited company) who has/have applied for the Mayfair Banking Service and in whose name(s) account(s) are opened. Where you (not being a body corporate) consist of two or more persons, 'you' means all or any of such persons and the liability of such persons will be joint and several.
  - 'non-personal' means applicable to Sole Traders, Partnerships, Executors and Administrators, Trusts, Clubs, Societies and Charities, Limited Liability Partnerships and Limited Companies.

- 2.8 This agreement also refers in places to 'Lloyds Banking Group'. This includes us and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland, and their associated companies. For these purposes, 'associated companies' includes Lloyds Banking Group plc, and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or us. More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](http://lloydsbankinggroup.com)

### 3. Eligibility for the non-personal Mayfair Private Banking Service

- 3.1 In order to be eligible for the non-personal Mayfair Private Banking Service you must be, or must have a close association with, an existing Mayfair Private Banking client.
- 3.2 We may take up references or otherwise satisfy ourselves of your identity and suitability for the non-personal Mayfair Banking Service.
- 3.3 If your assets or revenue/income fall below the minimum entry criteria we tell you for the non-personal Mayfair Private Banking Service at any time, we have the right to close your non-personal Mayfair account(s) (see condition 21). We can refer you to other parts of Lloyds Bank plc or Bank of Scotland plc where you can open another account.

## Section B – Contact and security

### 4. Contacting each other

- 4.1 Our contact details are in the contact details section at the end of this document.
- 4.2 You or your Authorised Signatories (if any) can contact us and give us instructions through your Private Banking Manager (which includes, in their absence, their Private Banking colleagues), in writing, using Internet Banking (once you have registered for it) or using any other form of electronic or telephonic communication through which we tell you we can accept instructions and you can also contact us by email. In Scotland, you can also contact us and give us instructions for most of your day to day banking in Bank of Scotland branches with a counter. Any instructions you give us are not effective until we actually receive them in a legible or clear form. Further details about when you can use Internet Banking are set out in the Lloyds Bank Online for Business Terms and Conditions. Other contact details for specific purposes are set out at the back of this document.
- 4.3 Generally we will contact you through your Private Banking Manager. We can also communicate with you by any form of electronic communication by which we have agreed you may give us instructions. In any case, we will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us, we will go on using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not up to date.
- 4.4 If we allow you to communicate with us by any form of electronic or telephonic communication then additional conditions may apply. We may insist on you subsequently confirming any electronic communication by letter or signed form by the next working day. We need not wait for such confirmation before acting on the instruction.
- 4.5 It may be unlawful for you to use Internet Banking in some countries. You must check this and take appropriate action, such as not using this service. You will be liable if you break foreign laws, and for any loss you cause us as a result.
- 4.6 We may listen into or record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent fraud or other crimes.
- 4.7 Condition 12 applies where you instruct us to make any payment out of your non-personal Mayfair account(s). If you use electronic communications for any other purpose and if we have reason to believe that you may not have properly authorised the electronic communication, we may refuse to act on it and take steps to reverse any action already taken on it.
- 4.8 Our Accounts are not designed for postal use. If you contact us by post your letter will go to a central unit before being sent to the correct area, and this will add at least 1 working day to our usual timescales.

### 5. The Authority and Authorised Signatories

- 5.1 When you apply for a non-personal Mayfair account you may nominate in an authority form (the 'Authority') signatories with full power to operate your non-personal Mayfair account(s) and signatories with limited power to operate your non-personal Mayfair account(s) (together, 'Authorised Signatories', and each an 'Authorised Signatory') and set their authorities in relation to your non-personal Mayfair account(s).
- 5.2 You should read the Authority for details of your obligations and the rights and liabilities of your Authorised Signatories under it, as well as details of how you can change the Authority. We may ask you to complete and sign a new authority form before we accept any changes to the Authority.
- 5.3 We may remove any Authorised Signatory in limited circumstances. For further details go to condition 20 below.

### 6. Electronic communications

- 6.1 Once we have told you we will accept a type of electronic communication, we will not be responsible for failing to act on it unless we have received it in a legible or clear form.
- 6.2 We are not obliged to check or consider the validity of your electronic communications unless we have previously agreed a system of validation with you, such as the use of digital signatures.
- 6.3 You must notify us in writing if at any time you wish us to cease acceptance of certain specified forms of electronic communication. You must give us at least two clear working days after we receive your communication to put it into effect.

### 7. Security

- 7.1 We need to make sure that only you can access your accounts and having your up to date phone numbers will help us to achieve this. When we contact you or you contact us we need to check your identity before you can give us instructions or we can disclose or discuss confidential information about your accounts. For this reason:
- you must sign instructions given on paper;
  - when you or your Authorised Signatories, as the case may be, are in a Lloyds Bank branch with a counter, we may ask you/them for identification; and
  - if you are contacting us or giving us instructions by any other method (for example by Internet Banking) you must do so using the 'Security Details' that have been given to you or agreed with you personally.
- 'Security Details' can be processes or security procedures we ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ('PINs'), used to make an instruction or confirm your identity or the identity of the Authorised Signatories concerned, and which may be used in combination with something we give you such as a card (with a PIN).
- 7.2 As long as we have checked your identity or, as the case may be, the identity of the Authorised Signatories concerned in one of the ways set out above, we will assume that we are dealing with you.
- 7.3 Most of the time we communicate by telephone or post, but we recognise that email is becoming a more popular process. If we decide to use email to contact you, we will only do this if we have ensured that using email will not put your information at risk, or, if you have requested we email you, that we have explained the risks of sending an "unsecure" email and that you have given your written agreement confirming you are happy to accept that risk. If you send us emails from your personal account, then remember that the message may not be secure and there is a risk that it could be intercepted. If you choose to send an "unsecure" email, please keep the amount of confidential information you include to a minimum.
- 7.4 You must:
- follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
  - not let anyone use any of your Security Details;
  - keep your Security Details secure;
  - do all you reasonably can to make sure no one finds out your Security Details, for example by not:
    - choosing obvious passwords or codes (such as, where applicable, your date of birth) as part of your Security Details;
    - writing your Security Details on, or keeping them with, your banking documentation;

- iii. writing down your Security Details in a way that is recognisable; or
  - iv. letting anyone listen in to your calls with us, or watch you entering or making use of your Security Details.
  - e. keep your contact details, including telephone numbers, up to date;
  - f. not let anyone else give instructions, or have access to information, on your accounts unless he or she has a separate arrangement with us to do so.
- 7.5 If you use Internet Banking or electronic communication, the computer and modem used must meet any reasonable requirements we may set; you must carry out your own regular virus checks; and you must not change or copy any software we provide, or give it to another person.
- 7.6 You must tell your Private Banking Manager as soon as you can if you:
- a. notice any errors;
  - b. find our services are not working;
  - c. think any Security Details have been lost, stolen, or are being misused; or
  - d. think someone may be accessing your accounts without your authority or that someone has discovered your Security Details.
- 7.7 We strongly recommend you do not email us confidential information or instructions and you should not respond to emails asking for your account information or Security Details as we will not ask for these details by email. If you use email, it is at your own risk.
- 7.8 We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.
- 7.9 It is important that you keep your bank statements and banking information in a secure place and do not disclose them to anyone whom you do not want to have access to your account. This is because any individual (whether or not listed in your account opening form or the Authority) can access your account if they pass our standard customer verification procedure on any of your accounts or if they already have an established relationship with you which is recorded on your accounts. Our standard customer verification procedure may be passed by anyone who has access to your bank statements and banking information.

## 8. Statements and information

- 8.1 For each of your account(s) we will normally provide or make available a statement each month that there are payments out of the account. You can ask us to provide statements less often than monthly, but we will always provide a statement at least once a year to help you manage your finances.
- 8.2 You can ask us for a paper statement in the Mayfair office, or by phoning your Private Banking Manager.
- 8.3 We will provide statements by paper. If your account is accessible by Internet Banking, you may be able to choose to receive statements electronically. You can change your mind and tell us to start sending you paper statements more regularly again.
- 8.4 You can ask us to send you a copy of a paper statement we have already provided but we charge you for this.
- 8.5 We may use messages on or with your statements to tell you about changes to this agreement or to other agreements or services you have with us.
- 8.6 You are responsible for checking statements, text messages, confirmations and other account information we give you within a reasonable time after receiving them, and must promptly advise us without undue delay of any apparent mistake or discrepancy. Delay in notification may make correcting any error difficult but if you tell us about errors on your account or if we notice any errors, we will correct them as soon as reasonably practicable.
- 8.7 You must give any information that is relevant and help we reasonably ask for to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the UK or (if appropriate) abroad.
- 8.8 Your statement will set out all the payments into and out of your account and will contain other additional information we are required to provide you about those payments. You can also ask us for information about payments at any time. You can do this or order a paper statement by speaking to your Private Banking Manager.

## 9. Third party providers

In this condition when we refer to third party provider we mean "A service provider authorised by law to access information or make payments for you from your payment account(s)".

- 9.1 You (or one of your Authorised Signatories) can instruct a third party provider to access information on your Account(s) or make payments from your Account(s) online as long as it is open and transparent about its identity and acts in accordance with the relevant regulatory requirements. We will treat any instruction from a third party provider as if it were from you or the relevant Authorised Signatory.
- 9.2 How you/an Authorised Signatory can use a third party provider will depend on the type of online access you or they have on your Account. You won't be able to use a third party provider to do anything you cannot currently do in relation to your Account. For example, if you have View Only Access, you won't be able to use a third party provider to make payments but you could use a third party provider to access information on your Account.
- 9.3 If you do not want an Authorised Signatory to have access to third party providers, you should ask us to remove that Authorised Signatory's access to internet banking.
- 9.4 We may refuse to allow a third party provider to access your Account if we are concerned about unauthorised or fraudulent access by that third party provider. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way we consider most appropriate in the circumstances. We won't tell you if doing so will undermine our reasonable security measures or otherwise be unlawful.
- 9.5 We may make available to a third party provider a specific means of accessing your Account. If we do, and it tries to access your Account by a different way, we may refuse to allow that access.
- 9.6 If you (or an Authorised Signatory) provide consent to a third party provider to access your account data so they can provide account information services or initiate transactions on your behalf, you consent to us sharing your information (which may include personal data relating to Authorised Signatories) with the third party provider as is reasonably required for them to provide their services to you.
- 9.7 If you think a payment may have been made incorrectly or is unauthorised, you must tell us as soon as possible even where you use a third party provider.

## Section C – Banking services

In this section we explain how you can ask us to make payments from your account and how soon you can use money paid in. You can also use a third party provider to make payments on certain accounts (you can find out more about third party providers in condition 9). If you do use such a provider, those payments will be made in the same way we set out in this section. We also explain how to stop payments and what happens if something goes wrong.

When we refer to the EEA in this section we mean the European Economic Area, which means the countries in the European Union plus Iceland, Norway and Liechtenstein. From 31 January 2020 the UK is no longer part of the EEA.

### 10. Opening and processing times and general provisions about payments

10.1 We begin processing payment instructions on the working day we receive them. To do this we must receive the payment instruction before the 'cut-off' time for that working day. This is explained in further detail in the condition below. In this Section C the time periods we give assume we receive a payment, or your payment instruction, before the cut-off time on a working day.

10.2 'Working day' has a particular meaning in this agreement.

- a. By working day we mean Monday to Friday (other than English Bank Holidays). Although some payments can be made on non-working days, the processing of these payments is not completed on our systems until the next working day as explained below.
- b. In all cases, how long a working day lasts will depend on the 'cut-off' times for that particular method of making or receiving payments. For example the cut-off time is different for instructions received by your Private Banking Manager and for Internet Banking, but is usually not before 2.30pm (UK time). If the payment instruction is not received by the cut-off time on any working day, we will treat it as being received the next working day. If you do not have enough money in your account to make a payment you have until 2.30pm (UK time) the same day to deposit sufficient cleared funds into your account to make that payment.

You can ask us for further information about the relevant cut-off times.

10.3 We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement or any applicable sanctions or embargos (whether or not imposed in the UK) or might otherwise expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

### 11. Payments into your account (deposits)

#### 11.1 General conditions about payments into your account

- a. In this condition we explain the timing of different types of payment into your account, including:
  - i. when we show them in your account;
  - ii. when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account, and
  - iii. when they are available for you to use for withdrawals or other payments out of your account.
- b. We may not accept a cheque for payment into your account if it is more than six months old.
- c. If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.
- d. If we become aware that a payment into your account was made by mistake or fraud within two months of receiving the payment, we will:
  - i. make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount in the account); and
  - ii. tell you we will return the payment to the paying bank unless you tell us within 15 working days that the payment was not made by mistake or fraud. If you do not respond within 15 working days, we will return the amount to the paying bank.
- e. If we become aware that a payment into your account was made by mistake or fraud more than two months after the receipt of the payment, we will normally contact you before restricting your use of the amount in the account.

- f. If we cannot return the funds to the payer, we may give information about you and your account to the payer's bank so they can recover the money.
- g. We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:
  - i. cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
  - ii. expose us (or another company in the Lloyds Banking Group) to action from any government or regulator

#### 11.2 Cash payments into your account in sterling

We outline below the different ways in which you can pay in cash to your account. How quickly the funds will be available for you to use and start to earn interest (if applicable) will depend on when we receive the cash.

- a. Paid in at a Lloyds Bank branch counter or, in Scotland, a Bank of Scotland branch counter: we will show it in your account and we will pay any interest (or reduce the interest you pay) from that day. We will allow you to use it straight away. The same applies if you pay cash into a branch with a counter on a non-working day, except that it will not pay any interest (or reduce the interest you pay) until the next working day.
- b. Paid in at a Lloyds Bank Depositpoint™ (if available) or, in Scotland, a Bank of Scotland Depositpoint™ (if available): we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. The cut-off time paying in cash at a Depositpoint™ at a Lloyds Bank and Bank of Scotland is one hour before branch closing time or, if the branch closes at 5pm or later, 4pm. We will allow you to use it as soon as we have counted the cash which will be shortly after the cut-off time and in any case by the end of the working day.
- c. Paying in coins – in any day we will usually limit you to ten bags of coin regardless of the number of accounts you have. You cannot use one of our counter-free branches to pay coins into your account.
- d. Paying in cash through a Mobile Branch – in any day we will usually limit you to £5,000, of which no more than ten bags can be coin.
- e. You should make any cash-payments into your account. We may refuse cash payments in by a third party.
- f. Paid in at a Post Office® with a counter using a paying in slip: the cash will show in your account and be available for you to use when we receive it from the Post Office®. Usually this will be the next working day (or two extra working days if you pay in after the Post Office® cut-off time). You can deposit cash at most Post Offices using a personalised paying in slip. The most you can pay in for a single deposit using your paying in slip is £1,000. Please ask the Post Office® you intend to use if they offer this service.

There are weekly limits that can vary by Post Office. Please ask the Post Office® you intend to use what their cut-off time is for accepting cash deposits and for any limits to the amount of cash that you can pay in.

Paying in coins – in any day we will usually limit you to ten bags of coins, regardless of the number of accounts you have. You cannot use one of our counter-free branches to pay coins into your account. There are limits which apply to the number and denomination of coins you can pay in for a single deposit at a Post Office® with a counter.

Paying in cash through a Mobile Branch – in any day we will usually limit you to £5,000, of which no more than five bags can be coin.

#### 11.3 Payments into your account (other than cash in sterling and cheque payments)

- a. This section covers payments into your account (that are not made by cash in sterling or cheque), such as standing orders and direct payments from another account.
- b. When we receive a payment for your account in sterling, we will show it in your account and it will earn any interest (or reduce the interest you pay) from that day. We will allow you to use it straight away. If you make a transfer between your bank accounts with us on any non-working day, the amount you transfer will leave one account (A) and will be available for you to use from the other account (B) that day but will be shown as arriving in account B on the next working day. The amount will count towards interest on account A (if we pay or charge interest on that account) until the payment is shown in account B when it will be used to pay interest (or reduce interest you pay) on account B (if we pay or charge interest on that account).

- c. If we receive a direct payment or cash (notes only) in a foreign currency, we will convert it into sterling using our standard exchange rate for your method of payment before we pay it into your account. We will then treat it like any cash deposit or direct payment (see above). For direct payments in some non-EEA currencies, we may be unable to convert the payment into sterling on the day we receive it. If so, we will convert it as soon as we are reasonably able to and will add it to your account up to two working days after we receive it. We'll also value-date it on the day we receive it.
- d. We may not be able to accept cash in all foreign currencies. If the third party that deals with our foreign cash later tells us that some or all of the notes are not acceptable, for example because they believe them to be forged, we will take the sterling equivalent from your account. To do this we will change the cash payment back into the foreign currency using our standard exchange rate for the payment. We will do this even if you have already spent the money or it will put you into overdraft.
- e. If you want to make a direct payment in a foreign currency into your account you can find out our current standard exchange rate by calling us (see 'How to contact us') or, where you want to pay in cash in a foreign currency, by asking in branch. Please note that the rate may change by the time we receive the payment.
- f. We may take our charges for dealing with a direct payment before we add it to your account but if we do so we will tell you the full amount of the payment and the charges that applied.

**11.4 Cheques in pounds paid in at Lloyds Bank (or any bank in the UK, Isle of Man, Gibraltar or Channel Islands and most Post Offices) or when you send us an image of the cheque using our app.**

Payments show in your account on the working day we receive the cheque. If you pay it into a Cashpoint®, this will be the next working day after you pay it in. If you are sending us an image of the cheque using our app, the cheque needs to be successfully deposited before 10pm on a working day to show in your account that day.

Following this, the payment will be available for you to use and affect any interest you get or any arranged overdraft interest you pay by 11.59pm on the working day after we receive the cheque. This will also be the latest time that the cheque can be returned unpaid.

If you pay in a cheque at a Post Office counter, the Post Office will send your cheque on to us. This means you will usually need to add an extra working day to the timings above (or two extra working days if you put it in after the Post Office's cut-off time). You can pay in cheques using a personalised paying in slip and a cheque deposit envelope. Please ask the Post Office you intend to use what their cut-off time is for accepting cheque deposits.

**Cheque Imaging Process**

If you pay a cheque in pounds into your account on a Monday, you will see it on your account the same day. It counts towards any interest or arranged overdraft interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

If you send us an image of your cheque after the cut-off time on a Friday, you will see it on your account on Monday. It counts towards any interest or arranged overdraft interest calculation and you can use the money on Tuesday by 11.59pm at the latest.

**Important Information**

We may refuse a cheque for payment into your account if it is more than six months old.

**11.5 Foreign cheques paid into your account**

- a. 'Foreign cheques' mean cheques in a foreign currency or cheques in sterling paid out of an account at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands).
- b. If you want us to obtain payment for you of a foreign cheque, you must 'endorse' the cheque by signing your name on the back. If you are a business or organisation requiring individuals to sign on your behalf, the person endorsing the cheque must sign and print his name, state the capacity in which he is signing and write 'for' followed by your name as it appears on the front of the cheque.
- c. If you wish to pay a foreign cheque into your account, the processing times for dealing with UK cheques do not apply. We may not be able to accept cheques in all currencies. We generally try to 'negotiate' a cheque but if we can't, or if you ask, we can 'collect' it.

**Negotiating or collecting a cheque – what's the difference?**

**Negotiation** – We will pay the amount of the cheque into your account on the working day after we receive it. If it is a foreign currency cheque we will convert it into pounds using our standard exchange rate for the payment.

**Collecting** – We will pay the amount of the cheque into your account when we receive payment from the paying bank. The time this takes can vary depending on the paying bank or its country as we will send the cheque to them. We may use an agent to do this. When we receive payment from the paying bank, we will convert it to pounds, if applicable, using our standard exchange rate for the payment. You can ask us for details.

- d. The exchange rate we use when converting a foreign cheque into sterling will be:
  - i. our standard exchange rate for negotiating cheques, on the day we buy the cheque from you; or
  - ii. our standard exchange rate for collecting cheques, on the day we receive the payment from the paying bank.
- e. If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency or the sterling equivalent from your account.
 

If we converted the cheque into sterling, we will change it back into the foreign currency using our standard exchange rate for the payment on the day we take it from your account. We will do this even if you have already spent the money or it will put you into overdraft.

This normally means we take a larger amount from your account than we originally paid in. The exchange rate for the foreign currency may also have worsened between our paying the money in and taking it out.
- f. We will take our charges for dealing with foreign payments, and any charges by the foreign bank, including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned, from the account you told us to pay the cheque into.
- g. Occasionally it is not possible to obtain payment of foreign cheques because of local foreign exchange or other restrictions.
- h. If we have any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque.
- i. We offer foreign currency accounts, into which you may be able to pay foreign cheques in the matching currency instead of sterling. These accounts have additional conditions so please ask us for more details.

**12. Payments out of your account (withdrawals)**

**12.1 General conditions about payments out of your account**

- a. We are entitled to assume we are dealing with you, and that you have agreed to us acting on any instructions, without getting further confirmation from you:
  - i. if we receive instructions in writing (other than by email) to make a payment, as long as the written instructions are signed in accordance with the Authority;
  - ii. if your Private Banking Manager receives a payment instruction by telephone, as long as any security checks he or she may carry out are satisfied;
  - iii. if a payment is instructed using Internet Banking, as long as the instruction is given in accordance with the Terms and Conditions which apply to the Internet Banking service (for the avoidance of doubt we do not accept payment instructions or consent to a payment by email);
  - iv. if a payment instruction using your Security Details (for example any passwords you have chosen for Internet Banking) is received, as long as any relevant security checks have been completed; and
  - v. if we receive a payment instruction in any other way, provided the instruction is in accordance with processes which we have agreed with you.
- b. **Payment details**

For us to make a payment for you within the UK, we normally need the Sort Code and account number, your up to date telephone numbers and any other details we ask for. When you're setting up a new payment recipient, we'll usually need their full name and if it is a personal or business account. For some payments we may ask for different details.

To send money outside the UK or in a foreign currency we will also need the recipient's full name and address, their bank's name and address and the following details:



- i. For payments in euro to a bank account in a SEPA country – The international bank account number (IBAN) of the recipient's account. Sometimes we will also need the business identifier code (BIC).
- ii. For payments in a currency other than euro to a bank account in a SEPA country – The international bank account number (IBAN) and the business identifier code of the recipient's account.
- iii. For any other payment – The recipient's account number and other information we need for the particular payment, for example if there are individual requirements in the country you wish to send money to.

You must check that the details are correct before asking us to make a payment.

- c. If you ask us to make a payment on a future date, we will make the payment that day. If the payment falls due on a non-working day we will make the payment on the next working day. If you do not have enough money in your account (or available authorised overdraft) we will try again to make the payment later that day. If there is still not enough money in your account (or available authorised overdraft), we will make a final try on the next working day before rejecting the payment. We will only charge a Returned Item Fee if all three tries are unsuccessful, and we will not charge more than one Returned Item Fee for that failed payment.
- d. We explain when you need to tell us if you want to cancel or change a payment instruction in further detail below. If you ask us to cancel a payment instruction, we may charge you our reasonable costs for trying to cancel it, whether or not we succeed.
- e. If you need to give us a payment instruction which is particularly important, you should contact your Private Banking Manager.
- f. You will not be able to give a payment instruction using your Security Details if we have stopped, or suspended, your ability to use them. We can do this if we reasonably consider it necessary for reasons relating to:
  - i. the security of your Security Details; or
  - ii. suspected unauthorised or fraudulent use of your Security Details; or
  - iii. a significantly increased risk that you may be unable to pay any money you owe us on the relevant account.

Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or in writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

- g. We may refuse to carry out a payment instruction if:
  - i. you do not have available funds to make the payment or you have exceeded a limit we have applied to your account;
  - ii. the payment instruction is not clear or you have not provided us with the correct details;
  - iii. there is a legal requirement or a court or other authority that requires us to act in that way;
  - iv. the payment seems unusual compared with the way you normally use your account;
  - v. we reasonably believe you or someone else has used, or is using or obtaining, or may use or obtain, a service or money illegally or fraudulently;
  - vi. we reasonably believe that someone else may have rights over money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us);
  - vii. you ask us to send a payment to an account that is not able to receive payments through the Faster Payments scheme (and you can check with us in advance whether a particular account is able to receive this type of payment); or
  - viii. any other reason set out separately in this agreement applies;
  - ix. we cannot contact you to carry out a regulatory requirement (for example you have not given us your up to date telephone numbers).

We may refuse to make a payment for you if we reasonably believe that the account you want to pay is operated as part of an authorised push payment fraud or 'app scam'. An app scam is where a fraudster obtains information from you and poses as a company or individual that you are due to pay, for example a firm of solicitors acting on your property purchase. For advice on how to avoid app scams and other fraud go to [lloydsbank.com/hel-guidance/protecting-yourself-from-fraud.asp](https://lloydsbank.com/hel-guidance/protecting-yourself-from-fraud.asp)

- h. For security purposes we have internal controls in relation to certain transactions or on the maximum amount that can be taken out of your account in certain circumstances which mean we may refuse to carry out a payment transaction. We will let you know if we are stopping a payment for this reason.
- i. We use systems to identify payments that seem unusual and to help us prevent the misuse of your account. This may include using widely available geographical mobile phone technology when assessing the location of a proposed payment. Where we think an unusual payment involves misuse we may investigate further, for example by calling you or refusing to make the payment.
- j. If we prevent you from using your account or refuse to make a payment under this condition, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.
- k. Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you asked us to make the payment to.
- l. You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.
- m. We are not liable for failing to make a payment if the bank or building society you are sending the payment to is not able to accept payments through the Faster Payments scheme.

## 12.2 Payments (other than payments by cheque)

- a. If you ask your Private Banking Manager to make an immediate payment or a future dated payment (including a standing order) to an account at another bank in the UK, the following applies:
  - i. We will use the Faster Payments scheme if it is available and the bank or building society you are sending the payment to is able to accept payments through the scheme:
    - 1. An immediate payment can be made using the scheme 24 hours a day, seven days a week. We will take the payment from your account straight away and the payment will normally reach the receiving account within two hours.
    - 2. Standing orders and future dated payments can be made using the scheme on working days only and the payment will reach the other bank the same day we send it.

You can check with us when you make a payment whether the bank or building society you are sending the payment to is able to accept payments through the Faster Payments scheme.
  - ii. We may not be able to carry out a payment instruction if the organisation you are sending the payment to is not a member of the Faster Payments scheme. If we cannot make the payment using the Faster Payments scheme you can contact your Private Banking Manager to ask if there is any other method available to make payment.
- b. If you ask us to make a payment to another Lloyds Bank account, we will take the money from your account and it will reach the other account straight away.
- c. Payment transactions will be shown on your account in sterling and will be executed in sterling unless otherwise agreed.
- d. CHAPS payments sent using the Bank of England Payments Settlement system will arrive on the same day as long as you tell us on a working day before the cut-off time stated in your banking charges guide.

- e. Payment within the UK and EEA in pounds and in EEA currencies – current accounts only

#### UK payments (except cheque)

Type of payment	How long will the payment take to reach the payee's bank after we take it from your account?
Immediate payment	Normally no more than two hours after we take the payment from your account. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments.
Future-dated payment or standing order to another UK bank account	Normally no more than two hours after we take the payment from your account on the day we send it. It may arrive on the next working day if the account you are sending it to cannot accept Faster Payments. Standing Orders and Future Dated Payments can be made on working days only.

#### Sending money outside the UK or in a foreign currency (available from current accounts only)

Payments in euro to an EEA country, the UK, Monaco, Switzerland or San Marino	No later than the next working day.
Payments in pounds/ non-euro EEA currencies/ Swiss francs to another EEA country	No later than four working days.
SEPA Direct Debit Scheme	On the date we have been given for payment unless this is a public holiday in the other bank's country (in which case, this will be on the next working day).

The payee's bank must pay the funds into the payee's account on the day it receives the payment from us.

- f. If you ask us to make a payment to a person in another currency or with an account at a bank outside the UK and/or the EEA, you can ask us for details about how long the payment will take to arrive. We will not be able to control exactly when the payment will be received by the foreign bank. This will depend on the banking practice of that country.
- g. If you ask us to send money outside the UK or in a foreign currency we will apply our standard exchange rate for selling the relevant currency on the day we make the payment unless we tell you a different rate applies when you ask us to make the payment. If you make a sterling payment, we cannot control the exchange rate applied by the foreign bank. You can find out the current exchange rate by calling your Private Banking Manager.
- h. When you ask us to send money outside the UK or in a foreign currency, we will also tell you about any charges that may apply.
- i. We have to send money outside the UK or in a foreign currency through the banking system in the relevant foreign country and we may need to appoint an agent in that country to do this for us.
- j. Where we properly incur any costs or other obligations when acting for you in sending money outside the UK or in a foreign currency, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you.

#### Direct debits

- k. If you give a business or other organisation (in the UK or EEA) authority to collect payments from your account on a regular basis, they will normally tell you at least 10 working days before changing the payment dates or amount of money they ask us to pay from your account, unless you agree otherwise.
- l. We allow direct debit payments to be collected from your current account on the date specified in the direct debit instruction.
- m. If you think there has been an incorrect direct debit payment you should tell us immediately so that we can arrange a full and immediate refund – even if the original error was made by the business or organisation who set it up. You should also contact them

to let them know what you have done and why. If the payment was made in euro under the SEPA Direct Debit Scheme, you must tell us no later than eight weeks after the debit date. After that time, we will only be able to provide a refund in accordance with condition 12.3 if the transaction was unauthorised.

- n. If you have a dispute with a direct debit payment that has been collected from your account, you will need to resolve the dispute with the business or organisation directly. You cannot use any claim or defence you may have against them as the basis of a claim or defence against us. This does not affect your right to a refund as set out above.
- o. Direct debits that are collected in euro under the SEPA Direct Debit Scheme will be taken during the working day. You should ensure you have enough money in your account (or enough available arranged overdraft) to cover the amount of these direct debits.
- p. You can ask us for more details on how payments are made under the SEPA Direct Debit Scheme.
- q. You can tell us how often you want a SEPA direct debit collected from your account e.g. monthly.
- r. You can tell us to limit a SEPA direct debit collection to a certain amount.
- s. You can tell us to block the collection of all SEPA direct debits from your account until you have agreed to have the block removed.
- t. You can tell us to block the collection of SEPA direct debit payments by particular businesses or organisations until you agree to have the block removed or ask us to only allow them to be collected by particular businesses or organisations until you tell us otherwise.

#### Labelling or changing a payment

- u. If you ask us to make a payment immediately, you cannot change or cancel the payment instruction because we will start processing it when we receive it. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last working day before the payment is due to be made.
- v. If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any further payments, you should tell the business or organisation so that they can cancel the direct debit.
- w. Where we are notified by a UK banking industry payment scheme such as the Current Account Switch Service that a person you have asked us to pay has switched their current account to another bank, we will update your instruction with their new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.
- x. If we have made an international payment for you, we can only recall it (or any part of it) if the recipient bank agrees.
- y. If you ask us to cancel a payment instruction we may charge you our reasonable costs for trying to cancel it, whether or not we succeed. We will tell you the amount of our charges for this at the time you ask to cancel, but this will never be higher than our reasonable costs. In addition, if an international payment is returned to your account, we will change it back into sterling using our standard exchange rate for the payment. That exchange rate may be different from the exchange rate applied to the original payment and so the amount paid back into your account may be less than that originally taken.

#### 12.3 Refunds for payments

We will refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:

- i. you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or
- ii. you tell us that a payment made from your account which was not authorised and for which you are not otherwise liable (condition 18 has more information on liability).

However, we will not refund the payment if you tell us more than 13 months after it was made that the payment was not made properly or was unauthorised. If the payment was collected by direct debit, the refund provisions in condition 12.2(m) will also apply.

#### 12.4 Cheque payments

- a. When we receive a cheque you have written we will take the money from your account on the same day. We typically receive cheques within a few days of you writing them, but the exact timing depends on when the person you gave the cheque pays it in to their account (which can be months later).
- b. It is your responsibility to make sure you have available funds in your account to cover any cheques you have written.
- c. You may be able to stop a cheque that has not yet been paid in by calling your Private Banking Manager with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed.
- d. You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date. Alternatively, you can phone your Private Banking Manager or use Internet Banking to tell us to make a payment on a future date.
- e. If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- f. We may not accept a cheque for payment out of your account if it is more than six months old.

#### 12.5 Cashesweep®

- a. We provide Cashesweep® to those clients who have requested this service, and who have a non-personal Mayfair Current Account and a non-personal Mayfair Instant Access Investment Account. If you have subscribed to Cashesweep®, we may operate it between your non-personal Mayfair Current Account and your non-personal Mayfair Instant Access Investment Account in accordance with the limits agreed from time to time between you and your Private Banking Manager. We may also correct any debit on the non-personal Mayfair Instant Access Investment account by a transfer from the non-personal Mayfair Current Account, and suspend Cashesweep® altogether at our discretion should we consider that there are insufficient funds to justify it. If we agree to resume the operation at your request, there may be a brief delay while we arrange reactivations.
- b. We will not operate Cashesweep® between a non-personal Mayfair account and a personal Mayfair account you or individuals associated with you may have with us.
- c. The sweeping facility will apply to available funds at the cut-off time for transactions to be processed on each working day.
- d. If you subscribe to the Cashesweep® service, we will:
  - i. automatically transfer surplus cash above an agreed limit (the 'maximum balance') from your non-personal Mayfair Current Account to your non-personal Mayfair Instant Access Investment Account at 11.50pm.
  - ii. automatically transfer funds from your non-personal Mayfair Instant Access Investment Account to your non-personal Mayfair Current Account at 11.50pm if the balance on your non-personal Mayfair Current Account has fallen below a limit agreed with your Private Banking Manager (the 'action balance'). We will also agree a level with you that you would like the non-personal Mayfair Current Account topped up to whenever the balance falls below the action balance (the 'maintain balance').
- e. You should contact your Private Banking Manager if you want to review your maximum balance, action balance or maintain balance.

### 13. Interest, charges and relationship fee

- 13.1 We give you details of our current interest rates where applicable charges (such as the Relationship Fee, which is explained in more detail in the following conditions, and overdraft charges) and charging dates (such as billing periods) in our Guide to our Charges and Rates of Interest or other additional conditions. You can also find them out by contacting us (see the contact details section) and on our website. We also display current rates of interest paid on the Mayfair Instant Access Investment Account in our Mayfair Banking offices. We may change our interest rates, charges and charging dates under condition 17.

- 13.2 You agree to pay the annual relationship fee, which gives you access to a Private Banking Manager and subject to status, to a range of Mayfair banking products and related banking services (the 'Relationship Fee'), unless it will be paid by another entity or person holding an account with us. While you maintain any of your accounts with us, no further Relationship Fees will be charged for accounts subsequently opened by you, your partner or spouse, or anyone else as agreed with your Private Banking Manager. If you close your account(s), we may charge Relationship Fees for any other person's accounts. If the Relationship Fee is paid by another person or entity and that person or entity closes their account(s), we may charge the Relationship Fee to your account.
- 13.3 The Relationship Fee will be debited automatically from an account monthly in arrears unless otherwise agreed with your Private Banking Manager.
- 13.4 Where advisory or other services are available these will be subject to separate Terms and Conditions and might involve further fees.
- 13.5 We will calculate any interest we pay or charge on a daily basis (unless we have told you otherwise).
- 13.6 The special conditions for the Mayfair savings accounts (including the Instant Access Investment Account) at condition 16 below tell you when we pay interest. This is usually monthly, three monthly, six monthly or yearly. If interest is due to be paid on a non-working day, we will pay interest up to, and on, the next working day. We will pay interest by crediting it to your account. We pay interest on interest once it is credited to your account as it becomes part of the account balance.
- 13.7 If we pay interest on your account, we will pay it "gross". This means we won't automatically deduct tax from your interest. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.

- 13.8 Unless we tell you otherwise in the additional conditions for your account, we will calculate any interest you owe us from the 10th of each month to the 9th of the following month. We will charge the interest to your account on the 9th of the month after that. We may also charge compound interest. We will tell you about charges and any authorised overdraft interest you have to pay at least 14 days before we take them from your account and will tell you the date this will happen.
- 13.9 When your account is closed we calculate any interest we pay (or charge) up to the date of closure and apply that interest to your account before closing it.
- 13.10 To help you compare interest rates on your accounts more easily, we will send you an annual summary of these products and their current interest rates. We will also tell you the different rates which applied to these accounts during the year and changes in the Bank of England base rate.

### 14. Overdrafts and available funds

- 14.1 Your account should not become overdrawn without arrangements having been made with us, nor should the account operate in excess of the agreed borrowing limits.
- 14.2 An 'overdraft' is where we lend you money when you would not otherwise have available funds to make a payment out of your current account. The 'available funds' is the amount you can use to make payments out of your account each day. This will be the amount of credit balance that is available for you to use on your account plus the amount of any Authorised Overdraft (the overdraft limit).
- 14.3 When working out your available funds we do not include any regular or other payments that we are aware may be paid into your account.
- 14.4 Overdrafts are always repayable 'on demand'. This means that we can ask you to repay all or part of your overdraft (and any interest or charges) at any time, even if we have agreed a period for the overdraft with you. We can also reduce your overdraft limit at any time. If we demand repayment or reduce your limit, this will usually be due to a change or anticipated change in your circumstances. If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days' notice before making the change.
- 14.5 An 'Authorised Overdraft' is an overdraft up to a limit that we agree, taking into account your circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms of any Authorised Overdraft, including how long the Authorised Overdraft will apply. If we do not specify a period, then your Authorised Overdraft will continue indefinitely until terminated by either of us. We will carry out a review of your Authorised Overdraft at least once every 12 months.
- 14.6 Overdrafts are not available on the Mayfair Instant Access Investment Account.
- 14.7 You should only issue instructions to us to withdraw funds from your

account where there are sufficient available funds, or where an overdraft limit has been agreed and the withdrawal will not cause that limit to be exceeded. If you try to make a withdrawal or a payment out of your account (for example, by direct debit or cheque) for which you do not have available funds, we will treat this as a request for an 'Unauthorised Overdraft' or for an increase in your Unauthorised Overdraft if you already have one. If your account becomes overdrawn (or goes over a limit we have agreed for an Authorised Overdraft) because a payment into the account has been returned unpaid by the paying bank or because we have added charges, we will also treat this as a request for an Unauthorised Overdraft, or for an increase in your Unauthorised Overdraft if you already have one. In each case, we will consider whether we agree to your request taking into account your circumstances. We will not be liable to you if we do not agree to give you an Unauthorised Overdraft or increased Unauthorised Overdraft.

- 14.8 When your account goes into Unauthorised Overdraft (but not when we increase one you already have), we will write to tell you we have agreed to it, but we will ignore any Unauthorised Overdrafts which are repaid by the end of that day when our accounting systems are updated (this is not usually before 8pm). We only provide Unauthorised Overdrafts for a limited period and we tell you when you must repay one. Your Unauthorised Overdraft will in any case end as soon as you have available funds again in your account (but this does not stop you requesting a new Unauthorised Overdraft in future). Details of the charges that apply to Unauthorised Overdrafts are set out in our Guide to our Charges and Rates of interest.
- 14.9 Where you do not have available funds to make a payment and we do not agree to your request for an Unauthorised Overdraft or increased Unauthorised Overdraft, you will not be able to make that payment (and we will tell you we have declined your request). Please see the charges that apply in our Guide to our Charges.

## 15. Mayfair Current Account

- 15.1 Interest is not payable on credit balances on the Mayfair Current Account.
- 15.2 Monthly debit interest is calculated on the balance of an Authorised Overdraft and Unauthorised Overdraft from the 10th of each month to the 9th of the following month and we debit your Mayfair Current Account on the 9th of the month after that. We will tell you at least 14 days before we debit your account or the working day thereafter, how much interest will be taken from your account. Please see the separate Guide to our Charges and Rates of Interest for further details.
- 15.3 The interest payable on the balance of an Unauthorised Overdraft will be a higher rate than the rate agreed for your Authorised Overdraft where you have arranged one with us. If you use an Unauthorised Overdraft, we will charge you our standard rate of interest for Unauthorised Overdrafts as set out in our separate Rates of Interest leaflet from time to time.
- 15.4 We will provide you with a paper statement from your Mayfair Current Account regularly in accordance with the frequency that you have requested to help you manage your finances. Statements will also be made available to you. You can change the frequency of your statements on request. Further details on statements and information are set out in condition 8 above.

## 16. Mayfair savings accounts (including the Mayfair Instant Access Investment Account)

- 16.1 There is no minimum duration and we do not make any charges.
- 16.2 No withdrawals by standing order or direct debit are permitted.
- 16.3 We calculate interest daily which is paid either monthly or annually on the account. Monthly interest is paid on the 9th of each month on any credit balance and added to the account. If you would prefer the interest to be paid into another account then you will need to tell us in writing. Annual interest is paid on the anniversary of the account opening. If the interest payment day is not a working day, interest will be paid on the next working day.
- 16.4 You can apply to open this account with £2,500 (Minimum Opening Balance).
- 16.5 We will provide you with a paper statement regularly in accordance with the frequency that you have requested to help you manage your finances. Statements will also be made available to you. You can change the frequency of your statements on request. Further details on statements and information are set out in condition 8 above.
- 16.6 If you are not happy about your choice of savings account we will help you switch to another savings account with us, if you prefer, we will close your account and return your money with any interest it has earned.

## Section D – General conditions

### 17. Changes to these conditions and the additional conditions

As this agreement could last a long time, we will need to change its terms occasionally. We can foresee some of the reasons why it would be fair for us to do this, and have listed them below, but we may in the future also want to make changes for other reasons. We will tell you about these changes, and how they will affect you, in advance. You can generally close an affected account or end your relationship with us if you do not want to accept any change we tell you about. In fact, with most of our accounts, you are free to terminate the relationship at any time.

We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.

#### 17.1 What can we change?

- a. We can change the general or additional conditions that apply to a particular account, benefit or service.

##### For example

We may change any of the terms in this booklet, the interest rates and charges that apply to an account, or the terms on which we provide a benefit that forms part of an added-value account.

- b. We can change the package of benefits included as part of an added-value account (such as travel insurance) and, if a benefit is not provided by us, the provider of the benefit. The new provider may offer the replacement benefit on different terms.

##### For example

We may change the provider of an insurance benefit or change the benefits that are included in a package.

- c. We may also change your account to a different account type as set out in condition 21.

#### 17.2 Why can we make a change?

##### Meaning of words we've used

reference interest rate	An interest rate that is publicly available and linked to a rate we do not set – like the Bank of England base rate.
regulatory requirement	Any law, regulation, code or industry guidance that applies to us including a requirement of a court, ombudsman or similar body or an undertaking given to a regulator.

- a. We can make a change for a reason set out below. If we do, the change will be a reasonable and proportionate response to a change that is affecting us or that we reasonably think will affect us.

Reason	For example
A change in regulatory requirements.	We may have to update our security terms because new legislation introduces tighter standards.
To do something positive for you.	Our payment terms may have to change because new technology enables you to make payments quicker.
A change in the cost of running our accounts, including changes in our funding costs.	Changes to the Bank of England base rate that increase or decrease the interest rates we pay savers may affect how much we charge for our overdraft.
Any other change that affects us, if it is fair to pass the impact of the change on to you.	We may introduce new measures to combat fraud or make changes to reflect developments in digital banking.
If we think there is a change in your ability to repay any amount you owe us. This may be because of factors that are personal to you.	We may change your overdraft interest rate because of the way you use your account or information we have or that we get from organisations such as credit reference agencies.

- b. We may make changes for any other reason we cannot foresee.

##### For example

We may need to respond to changes in the banking sector caused by increased competition that affects how we provide our services and what we charge for them.

- c. If the interest rate on your account is a 'tracker' rate, the rate will change automatically in line with the reference interest rate it is linked to. The additional conditions will say how soon the tracker rate will change after a change in reference interest rate. We will confirm the change by published notice.
- d. We can change our standard exchange rates at any time.

#### 17.3 How and when will we tell you about changes and what are your rights?

- a. In the tables below we explain how we give notice to change terms on particular accounts.

##### Meaning of words we've used

managed rate	A rate that we set, and can change, and that isn't a reference interest rate.
non-material changes	Changes to a managed rate where the balance of your account is £100 or less.
payment account	A current account or other deposit account that is not a restricted savings account.
personal notice	A notice we give you individually, for example by letter, electronically or in statement messages or inserts.
published notice	A notice we put in our branches or on our website.
restricted savings account	Any Cash ISA, fixed-term deposit or other savings account that has limited payment capability. The additional conditions for an account will tell you if it is a restricted savings account.

#### b. Restricted savings accounts

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Interest rate changes that favour you or are non-material (not tracker rates)	Personal or published	As soon as possible, normally within 3 days	Yes, unless the additional conditions say you cannot.
Favourable or neutral changes to other terms	Personal or published	No more than 30 days after	Yes, unless the additional conditions say you cannot.
Material changes to interest rates (not tracker rates) that disadvantage you	Personal	At least 14 days before	Yes within 30 days of the notice.
Tracker rates – these rates change automatically in line with the reference interest rate they're linked to	Published (confirming the rate change)	As soon as possible following the change in rate, normally within 3 days	No
All other changes that disadvantage you	Personal	At least 2 months before	Yes, at any time before the change.

c. Payment accounts (including overdraft changes)

Type of change	Notice	Timing of notice before or after the change	Can you close or switch the account without charge?
Changes to interest rates or the fees charged on overdrafts that favour you	Personal or published	No more than 30 days after	Yes, unless the additional conditions say you cannot.
Tracker rates – these rates change automatically in line with the reference interest rate they're linked to	Published (confirming the rate change)	As soon as possible following the change in rate, normally within 3 days	No
All other changes	Personal	At least 2 months before	Yes, at any time before the change.

17.4 What are your rights if you want to close or switch an account in response to notice of a change?

For a change where we have to give you advance notice, you can tell us you do not want to accept the change using the contact details in this booklet. We will take this as notice that you wish to end the agreement or close or switch your account immediately (which may require you to repay any overdraft on the account). If there is normally a charge for closing or switching your account, it will not apply. If we do not hear from you, we will regard you as accepting the change on the date it comes into force.

18. General liability

18.1 If we break this agreement we will not be liable for losses or costs caused by abnormal or unforeseeable circumstances outside our reasonable control, or which would have been unavoidable despite all efforts to the contrary, for example delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data processing failures.

18.2 You will not be liable for any payment instructions you did not give yourself, even if they were given using your Security Details, unless we can prove either:

- a. that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop and all losses arising out of or in connection with such payments; or
- b. that you have been grossly negligent in relation to your Security Details. Depending on the facts of the case and any legal requirements that may apply, you may be liable for payments from your account but only until you have told us that your Security Details have been lost, stolen or could be misused.

If you are not liable for a payment we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you. We will pay the refund without undue delay.

18.3 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by law.

18.4 We will not be liable to you:

- a. for any losses not directly associated with the incident that may cause you to make a claim against us whatsoever or howsoever arising and whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of any such loss being incurred; nor
- b. for any loss of profits, loss of business, loss of goodwill or any form of special damages.

18.5 The liability of your Authorised Signatories to us is explained in the Authority.

18.6 Conditions 18.1-18.4 also apply to any payments you make through a third party provider.

Business relationship terms

- 18.7 We will use reasonable care and skill in providing services and managing your day to day banking needs, but you should bear in mind that:
- a. our relationship services are for your general guidance and information only and they are based on information that we know from operating your accounts or that you have given us;
  - b. there may be occasions when you should take specialist advice rather than solely relying on our services;
  - c. we are not responsible for how you interpret information we provide, or implement any action you choose to take.
- 18.8 As you retain sole responsibility for deciding whether to act on it, we will not be liable if you rely on financial information we supply; or if you choose to act on any suggestions or guidance we give you, whether or not they derive from tools we make available to you. They are not there to make decisions for you and there will be areas where you may wish to obtain more expert advice.

19. Using money between accounts (set-off)

- 19.1 If any money you owe us (for example an overdraft) is overdue for payment, we may use any money in any of your accounts with us to reduce or repay (by way of set off or otherwise) what you owe us.
- 19.2 If we do use any money we owe you to reduce or repay what you owe us, we will do so in accordance with any Code of Practice that applies to us (including any notice periods), or as directed by our regulator or similar body. For example, this means that we will only use money in your account to repay or reduce another debt if we think that you will still have enough money to meet essential living expenses.
- 19.3 In addition, we can in the same way (unless prevented by insolvency law) use money in any of your accounts with us to reduce or repay any money you owe to another company with the Lloyds Bank or Scottish Widows name.
- 19.4 We can use money in your accounts to pay something you owe us or another company as described above even if there is a court decision against you or you are fined (including interest arising after the date of the decision or fine), unless the court instructs us otherwise, or it is otherwise prevented by law.
- 19.5 Occasionally we receive legal instructions or notices to hold a customer's money for someone else or to pay it to someone else. If this happens to you, the money available to the other person will be what is left after we add up amounts we owe you on your affected accounts and subtract amounts you owe us, including any interest arising after the legal instruction or notice, unless we decide otherwise or it is otherwise prevented by law.
- 19.6 If we decide to pay you money to settle a complaint you make against us or to provide compensation in relation to products covered by this agreement, we may apply this money against any amount you owe us in relation to products covered by this agreement (such as an overdraft). We will tell you before we do this and will only do so in accordance with any Code of Practice that applies to us.

20. Ending or suspending this agreement or an account, benefits package, or service or removing an authorised signatory or other account party.

- 20.1 We may suspend a benefit, account or service if we think you don't want it any more because you have not used it for 12 months, or if you are no longer eligible for it. We will give you two months' notice in writing before doing so.
- 20.2 This agreement continues until you or we cancel or end it. The table below shows how this agreement (or any account, benefits package or service) can be ended or how we can remove an authorised signatory or other account party. If we end it or remove an authorised signatory or other account party, we will act in a manner we think is reasonably appropriate for the circumstances and will try to reduce the inconvenience to you.

By	Reason	Notice
You	Any reason.	None (we may ask you to confirm in writing).
Us	If we reasonably consider that: <ul style="list-style-type: none"> <li>there is illegal or fraudulent activity on or connected to the account;</li> <li>you (or any authorised signatory or other account party) are or may be behaving improperly (for example, in a threatening or abusive way);</li> <li>by continuing the agreement or by allowing any authorised signatory or other account party to act on the account we (or another company in the Lloyds Banking Group) may be exposed to action from any government, regulator or other authority or may break a regulatory requirement; or</li> <li>you have seriously or repeatedly broken this agreement in any other way.</li> </ul>	None.
Us	You have not used an account for 15 years (or other period specified by law) and we have lost touch with you. In this case, we may transfer any money in the account to Reclaim Fund Limited (a body set up to deal with unclaimed assets in dormant accounts). We will try to contact you before doing this.	For further details see Section E – Additional Important Information
Us	Any other reason.	Two months (in writing).

- 20.3 When this agreement ends, any account covered by it will close and any benefit or service we provide under it will stop. You must also:
- repay any money you owe us (including any payments you have made that have not yet been taken out of your account);
  - pay any charges and arranged overdraft interest up to the date the agreement, account or service ends;
  - return anything that belongs to us or that we have given you, such as any device or unused cheques; and
  - cancel any direct payments (such as direct debits, standing orders and regular card payments) into or out of your account. If someone sends a payment to your closed account, we will take reasonable steps to return the payment to the sender.
- 20.4 If we remove an authorised signatory or account party, any authority or instruction you have given to the Bank in relation to that authorised signatory or account party will end.
- 20.5 If this agreement (or a service or benefit under it) ends or we remove an authorised signatory or other account party, it will not affect any legal rights or obligations that may already have arisen or any instructions already given.
- 20.6 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover anything you owe us or, if you have broken this agreement, any loss of ours that results.
- 20.7 If you are a sole trader, in the event of your death, we may need to see a grant of probate, certificate of confirmation or grant of representation before releasing money in your account to your personal representatives.
- 20.8 After this agreement ends, we will keep our right of set-off and any rights we have under general law and condition 19 will continue to apply. We may continue to hold and use your personal data but only to the extent we need to do so as set out in our privacy statement referred to at the end of this agreement under 'How we process your personal information'.
- 20.9 When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you, or to any other person you name in writing. However, we may keep enough money to cover any liabilities owed to us, such as anything you owe us under condition 20.3 or, if you have broken this agreement, any loss of ours as a result.

20.10 If we receive notice that:

- a bankruptcy petition (including in Scotland, a petition for sequestration) has been presented against you;
- any steps have been taken to wind up or dissolve you or your business;
- any steps (including the issue of any notice of intention or equivalent) have been taken to appoint an administrator, a liquidator, receiver, judicial factor or similar officer to you;
- you have applied to the court for a moratorium or made a proposal to creditors for a voluntary arrangement;
- you have granted a trust deed for creditors or taken any action (including entering into negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness; or
- if any similar or equivalent insolvency event occurs or has occurred relation to you, we shall have no obligation to pay any sums from your account until the petition is dismissed or, in the case of any other insolvency event, the insolvency process is formally dismissed, withdrawn or discontinued.

## 21. What happens if you do not meet the conditions we set for an account type?

- 21.1 We may change an account you hold with us to a different account, including one with a different or no benefits package (and lower regular account fees), if:
- you do not pay (or you go over your planned overdraft limit to pay) your regular account or benefits package fees twice in a row;
  - you stop being eligible for your existing account or any of the benefits on your account in any other way;
  - you are no longer resident in the United Kingdom;
  - you hold more than one added-value account; or
  - you make a complaint and we agree that the account may not be suitable for you.

Before changing your account to a different account, we will give you at least two months' notice. We will only change your account to one that we believe is a reasonably suitable alternative.

## 22. Transferring rights and obligations

You may not transfer any obligations or rights, benefits or interests under this agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

## 23. Third party rights

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

## 24. Not enforcing this agreement

We may not always strictly enforce our rights under this agreement; for example we may allow you more time to pay what you owe or we may charge you a lower arranged overdraft interest rate, or none at all. If we do this, it will be just a temporary measure and we may enforce our rights strictly again.

## 25. Law applying to this agreement

English law will decide any legal questions about this agreement, about our dealings with you with a view to entering into this agreement and about any non-contractual obligations arising out of or in connection with it. The courts of England and Wales will also be able to deal with any legal questions connected with this agreement.

## 26. If you have a complaint

- 26.1 If you feel that we have not met your expectations in any way, please let us know. We want to resolve this with you as quickly as possible. We have a 3 step procedure, which you can use to voice your concerns.

### a. Step 1 – Let your usual point of contact know

Tell us about your complaint and how you think it could be resolved by contacting your Private Banking Manager.

We will try to resolve your complaint by the end of the third working day after you contact us. If we cannot do this, we will write to you within five working days to tell you what we have done to resolve the problem, or acknowledge your complaint and let you know when to expect our full response. We will also let you know the name and contact details of the person or team dealing with your case.

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b. **Step 2 – Follow-up**

To follow up your complaint with Customer Services you can:

- ask the person you raised your complaint with to refer the matter to them,
- write to Customer Services, Lloyds Bank Private Banking, 15 Dalkeith Road, Edinburgh EH16 5BU or
- call **0800 096 4310**, or textphone on **0345 300 2283**

c. **Step 3 – Financial Ombudsman Service**

If you disagree with the decision we make, you can refer the matter to the Financial Ombudsman Service free of charge.

The Financial Ombudsman Service provides a way of resolving disputes if you're unhappy with something we've done. Details are available from us on request or you can get further information at **[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

You may be able to submit a claim through the European Online Dispute Resolution Platform (available at **[www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/)**) if you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service.



## Section E – Additional Important Information

This section does not form part of the conditions for your account but provides further important information that you may need.

### Who we are

- Our company details
  - Lloyds Bank plc (company number 2065) is a company registered with the Registrar of Companies for England and Wales. Registered Office: 25 Gresham Street, London EC2V 7HN.
  - To find out more about our company, see the Registrar's website, [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or call the Registrar on **0303 1234 500**.
- Our VAT number is 244155576.
- We lend money and offer savings, insurance and other financial services to our customers.

### How we are regulated

- We are authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority and Prudential Regulation Authority under Registration number 119278.
- To find out more about us, see the Financial Services Register: [www.fca.org.uk](http://www.fca.org.uk) or call the FCA on **0800 111 6768**.
- We are regulated by the Office of Communications ('Ofcom'). If you have a complaint, particularly about our text-messaging service, you may also be able to take it to Ofcom at Riverside House, 2a Southwark Bridge Road, London SE1 9HA, [www.ofcom.org.uk](http://www.ofcom.org.uk), telephone **020 7981 3040**, fax **020 7981 3333**, or textphone **020 7981 3043**.

### Industry codes and memberships

- We are a member of UK Finance. Please see [www.ukfinance.org.uk](http://www.ukfinance.org.uk) to find out more.
- We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- We are a member of the Banking Standards Board (BSB). Find out more at [www.bankingstandardsboard.org.uk](http://www.bankingstandardsboard.org.uk)
- Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.

Accounts with us are held with Lloyds Bank plc and include accounts operating under its trading name, Mayfair Private Banking.

Please note that due to the FSCS scheme's eligibility criteria not all Mayfair Private Banking non-personal customers will be covered by this scheme.

- We follow advertising codes regulated by the Advertising Standards Authority ('ASA'). If you would like to find out more about the advertising codes or the ASA, or complain to them about any of our advertising, please see [www.asa.org.uk](http://www.asa.org.uk), call the ASA on **020 7492 2222** (textphone **020 7242 8159**), email them at [enquiries@asa.org.uk](mailto:enquiries@asa.org.uk), fax them on **020 7242 2696** or write to the Advertising Standards Authority, Mid City Place, 71 High Holborn, London WC1V 6QT.

### Sending money outside the UK or in a foreign currency

Our International Payments service means you can make an electronic payment from your Mayfair Private Banking current account to another person outside the UK (whether in pounds or another currency), or in a foreign currency to another person in the UK. Depending on the amount you wish to send, we may ask for additional ID before we can accept your instructions for a payment. You can use this service through our branches and using Internet or Telephone Banking. There is a £5,000 limit for any payment made through Telephone Banking, a limit of £100,000 for any payments made at a Mobile Branch, and a limit of £100,000 for payments made through Internet Banking. The minimum payment amount in all cases is £1.01.

Condition 12.2 explains how long any payment should take to arrive. Please bear in mind that countries outside the UK may have different non-working days, and this could affect when the person you have sent money to is able to draw it out.

As we explain in Condition 12.2, if you make a payment outside the UK or the EEA or in a non-EEA currency (other than pounds), we cannot control how long it will take to arrive. You can ask us for details when you make your payment. However, as a guide, it should generally take no longer than four working days for a payment in one of our standard available currencies to reach North America, Canada, South Africa, Australia, New Zealand and countries in Europe and the Middle or Far East. A payment in any currency to most other countries operating electronic payment systems should take no longer than 14 working days.

The Single Euro Payments Area (SEPA) currently consists of the countries of the UK and the EEA plus Aland Islands, Azores, Canary Islands, French Guiana, Gibraltar, Guadeloupe, Guernsey, Isle of Man, Jersey, Madeira, Martinique, Mayotte, Monaco, Reunion, Saint Barthelemy, Saint Martin, Saint Pierre and Miquelon, San Marino and Switzerland. From 31 January 2020 the UK will remain part of SEPA.

We will confirm the details of your payment, including the pounds equivalent of the payment, the charges we apply and any breakdown of these, along with the exchange rate we applied immediately before the payment leaves your account. This information may also appear on your account statement. If you make a transfer in one of our branches we'll give you a receipt at the time. If you use Telephone Banking, we'll confirm all the detail to you over the phone. And if you use Internet Banking, you can print one off yourself. Your receipt will show the exchange rate used and the amounts involved. If you need a receipt in writing after the payment has been processed, just contact us.

When you want to send money outside the UK, or in a foreign currency this service is available to you in all branches, not just those that have a counter service.

- If you want to make a payment after the cut-off time or on a Saturday, Sunday or English bank holiday, we'll treat your request as being received on the next working day.
- You can send money outside the UK in most currencies, you can ask us for more details.

### What services are available on your account?

Services	Limited company	Partnership	Charity, club or society	Trust	Executor	Pension
Telephone Banking	Yes	Yes	Yes	Yes	Yes	Yes
Internet Banking	Yes	Yes	Yes	Yes	Yes	Yes
Mobile Banking	Yes	Yes	Yes	Yes	Yes	Yes
Transact via branch (counter)	Yes	Yes	Yes	Yes	Yes	Yes
Transact via a counter-free branch	No	No	No	No	No	No
Debit Card	No	No	No	No	No	No

### Other information

- We will communicate with you in English.
- Our charges will include our delivery costs (if any) and any tax you have to pay through us. You may have to pay other taxes or costs which you do not pay us or pay through us.
- The Post Office and Post Office logo are registered trademarks of the Post Office Ltd.
- Cashpoint® and Cashesweep® are registered trademarks of Lloyds Bank plc.
- Depositpoint™ is a trademark of Lloyds Bank plc.
- For more information visit us at [lloydsbank.com](http://lloydsbank.com) or contact your Private Banking Manager.
- If we pay interest on your account, we will pay it "gross". This means we won't automatically deduct tax from your interest. You will be responsible for paying any tax you owe directly to HM Revenue & Customs.
- We will keep a copy of this agreement, which will be available from our website or on request.

### Dormant Balances

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

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

If we transfer the balance of your account to RFL, you will have the same rights against RFL to reclaim your balance as you would have had against us. However, we remain responsible for managing the relationship with you and for handling all repayment claims on behalf of RFL. Therefore, you should continue to contact us in the usual way if you have any queries or complaints about dormant accounts or balances.

Both we and RFL participate in the Financial Services Compensation Scheme (FSCS). The transfer by us to RFL of your balance will not adversely affect any entitlement you have to compensation from the FSCS.

## Mobile branches

- You can now take out up to £500 a day in cash at mobile branches – or up to £1,500 if you order it 48 hours before.
- We are also increasing the number of bags of coin that can be paid in at a mobile branch each day. It used to be 5 bags, now it's 10.
- The maximum limit for sending money outside the UK or in a foreign currency at a mobile branch is £100,000.

## Contact details

- General
  - You can contact your Private Banking Manager by telephone between 9am and 5pm Monday to Friday. Outside these hours you can leave a message with our answering service and we will endeavour to act upon your instructions on the next working day. If this is not possible, then we will call you and let you know when you can expect us to fulfil your request.
  - In Scotland, you can also contact us and give instructions for most day-to-day banking at Bank of Scotland branches with a counter. Some kinds of transaction are not available if you use a Bank of Scotland counter-free or Mobile Branch, and different limits may apply, for example on how much cash you can withdraw.
  - For all written correspondence the postal address is:  
Lloyds Bank Private Banking, 31/33 Perrymount Road, Haywards Heath, West Sussex RH16 3SP.
  - Opening times and services may vary depending on the type of branch you use. Not all our services are available everywhere, or at all times. For example, some branches are open without offering counter services in the evenings or weekends, and some branches are counter-free, mainly giving self-service access to your accounts. Please check available services, times and any transaction limits with the branch you want to use.
- Our Accounts are not designed for postal use. If you contact us by post your letter will go to a central unit before being sent to the correct area, and this will add at least one working day to our usual timescales.
- To find out our current interest rates please phone your Private Banking Manager.
- To find out our standard exchange rates for foreign cheques and international payments please contact your Private Banking Manager.
- Personal information queries and requests: Please write to DSAR Unit, Lloyds Bank Customer Service Recovery, Charlton Place, C57, Andover SP10 1RE.  
  
To tell us of a change of name or address: please phone your Private Banking Manager.

Mayfair Banking Service Lloyds Bank Private Banking Offices	Hours of Business
<b>Mayfair Office</b> 21–23 Hill Street, London W1J 5JW Telephone: 020 7493 7722	Monday to Friday 9.00am – 5.00pm
<b>Birmingham Office</b> 125 Colmore Row, Birmingham B3 3SD Telephone: 0121 625 5630	Monday to Friday 9.00am – 5.00pm
<b>Bristol Office</b> 4th Floor, 10 Canons Way, Harbourside, Bristol BS1 5LF Telephone: 0117 901 1120	Monday to Friday 9.00am – 5.00pm
<b>Manchester Office</b> 8th Floor, 40 Spring Gardens, Manchester M2 1EN Telephone: 01733 388776	Monday to Friday 9.00am – 5.00pm
<b>Edinburgh Office</b> The Mound, Edinburgh EH1 1YZ Telephone: 0131 243 7102	Monday to Friday 9.00am – 5.00pm

## How we process your personal information

This information is not part of your Mayfair Private Banking Service Terms and Conditions.

## Who looks after your personal information

Your personal information will be held by Lloyds Bank plc which trades as Lloyds Bank Private Banking, part of the Lloyds Banking Group. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.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 to 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 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.
- 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 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.

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### 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.

### Contact from your relationship manager

Personal contact is an important part of the service and your relationship manager may contact you personally by mail, telephone, email or text message to inform you about products and services offered by Lloyds Banking Group and others that they think are relevant to you, based on their understanding of your financial needs.

### 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/privacy](https://lloydsbank.com/privacy) 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 contact us using [https://secure.lloydsbank.com/retail/contact\\_us/how-we-can-help.asp](https://secure.lloydsbank.com/retail/contact_us/how-we-can-help.asp) You can also call us on **0345 602 1997**.

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** and tell us you want to speak to our Data Privacy Officer.

### Version Control

This notice was last updated in June 2020.

Please go to [lloydsbank.com/privatebanking](https://lloydsbank.com/privatebanking)  
or call us on 0345 300 2750

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If you'd like this in another format such as large print,  
Braille or audio CD please contact us.

If you have a hearing or speech impairment you can contact us using the Relay UK Service (available 24 hours a day, 7 days a week) or via Textphone on 0345 300 2281 (lines are open 24 hours a day, 7 days a week).

If you're Deaf and a BSL user you can use the SignVideo service available at [lloydsbank.com/accessibility/signvideo](https://lloydsbank.com/accessibility/signvideo)

**Lloyds Bank plc**

Registered Office: 25 Gresham Street, London, EC2V 7HN. Registered in England and Wales No. 2065.

Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration Number 119278. Eligible deposits with us are protected by the Financial Services Compensation Scheme. We are covered by the Financial Ombudsman Service.

Information correct as at July 2020.



**LLOYDS BANK**