### COMMERCIAL BANKING



# SWIFT MT940 INWARD

Product & Services Terms & Conditions





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Core Banking Agreement ("The Agreement") contains terms, conditions and important information that apply to certain of our products and services. Those products and services can be identified as they state in the header Core Banking Agreement.

# Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



#### RELATIONSHIP TERMS & CONDITIONS

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



#### PRODUCT & SERVICES TERMS & CONDITIONS

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



#### GENERAL INFORMATION ON PAYMENTS, CHARGES & CONTACTS

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

# You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at **lloydsbank.com/corebankingagreement** or request a copy from your relationship team.



# 12. Additional provisions

the Cross Currency Popular

12.2 Subject to consent being obtained from us, the custom will be permitted to create multiple Custom denominated in the sub-

Credit Balance on any Account in the Cross Currency Pool otherwise than pursuant to these Summers

is withdrawn from the Cross Currency Po is withdrawn from the Cross Currency Pooling Service other than on the final day of an Interest period

Business Days of such withdrawal.

Currency Pooling Service other than an Account Aurrency Pooling Service other than on the Trial day of an Interest period, there will be no entitlement for any interest to be received on the relevant Account unco

dited (as applicable) is unable or more debited

14. Reporting

and the Customer will be notified of the details of gayments a accordance with the Customer e thade in the **Annex**.

15. Set off and cross guarantee

11 Excit Participant innervicably and unconditionally: Interpretation of the second Subject to our consent, you may create multiple currency pools in the same currency

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13.33 any enforcement against a Participant under this clause 15 without having enforced or Sought to enforce any other Participant or any other parson against any other Participant or any other parson against any other Participant or take, any arrive which by this clause 1 to take, any arrive Participant of the Sought of the Sought of the Participant of the Sought of the Sought of the Participant of the Sought of the Sought of the Participant of the Sought of the Sought of the Participant of the Participa

e Banking Agreement • Supplementary Service Terms

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means an electronic account statement that is an international standard developed by SWIFT for the paperless transmission of account information

# 1. Definitions

1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

#### **Commencement Date**

means a date to be agreed in writing between you and us for the commencement of the **Service**.

#### **Customer Account**

means the bank account(s) held at the **Forwarding Bank** as you may specify from time to time.

#### **Customer Information**

means balances and/or statements relating to the **Customer Account**.

#### **Forwarding Bank**

means the bank which will send the MT940 to us.

#### MT940

means an electronic account statement that is an international standard developed by **SWIFT** for the paperless transmission of account information.

#### Service

means the receipt of **MT940s** as sent to us by other financial institutions, and the publication of the same message on your electronic banking channel, as offered by us.

#### SWIFT

#### means Society for Worldwide Interbank

**Financial Telecommunication**, and it supplies secure messaging services and interface software to wholesale financial entities.

# 2. Commencement of Service

- 2.1 We shall provide the **Service** to you as from the **Commencement Date**.
- 2.2 You shall provide us with any information that we need in order for us to provide you with the **Service**. You shall procure that the **Forwarding Bank** shall liaise with us to ensure that the **Customer Information** can be provided by the **Forwarding Bank** in an acceptable form whenever required.
- 2.3 The provision of the **Service** will be subject to **SWIFT** rules and regulations.

# — ∉ — CHARGES

The charges for the Service shall be calculated in accordance with our tariff (as set out in the Charges Schedule to these Product & Services Terms & Conditions)

# 3. Cut-off times

3.1 Unless there are specific cut-off times provided in these Product & Services Terms & Conditions, you can find our generic payment cut-off times in the General Information On Payments, Charges & Contacts.

## 4. Charges

- 4.1 The charges for the **Service** shall be calculated in accordance with our tariff (as set out in the charges schedule to these Product & Services Terms & Conditions).
- 4.2 Unless otherwise agreed by us, we will invoice you monthly and payment will be made by way of direct debit.

# 5. Our liability

- 5.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance whatsoever, however caused or however arising in relation to the provision of the **Service**, except to the extent that it is directly caused by our fraud, wilful default or negligence.
- 5.2 We shall not be bound by any representation or warranty given by any of our employees or agents in connection with the **Service** unless it has been confirmed in writing by someone who is authorised to make such representations or warranties on our behalf.
- 5.3 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/ sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

### 6. Termination and changes



Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/ sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. 6.1 In addition to our rights in the Relationship Terms & Conditions, we may, at our option, terminate or suspend the supply of the **Service** forthwith by notice to you if any financial institution or network operator which we use to provide the **Service** is no longer willing to provide the necessary services to us to allow us to continue to provide the **Service** to you.

Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.



# 7. Other terms

- 7.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 7.2 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 7.3 and clause 7.4, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 7.3 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the Service you receive from us, these Product & Services Terms & Conditions will take precedence.
- 7.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.

# 8. Contact details

8.1 You can contact us:



8.2 Further contact details are set out within the General Information On Payments, Charges & Contacts.

# WEBSITE COPIES

You can also find a copy of the Relationship Terms & Conditions, the General Information On Payments, Charges & Contacts and each set of Product & Services Terms & Conditions on Our Website



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