

COMMERCIAL BANKING



ENTRY COLLECTION SERVICE

Product & Services Terms & Conditions



LLOYDS BANK

T&C

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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.



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.

Application Form

means the form to be completed by you and submitted to us to register for the **Entry Collection Service**.

Charges

means **Charges** as provided by us from time-to-time or agreed between us and you, for the provision of the **Entry Collection Service**, and as referred to in clause 5.

Connectivity

means your access to the **Entry Collection Service** via a **Mailbox** or **Connect:Direct**, as applicable.

Connect:Direct

means a peer to peer connection that may be in place between you and us, and which may be used instead of a **Mailbox** for access to the **Entry Collection Service**.

Cut Off Code

means as described in the **User Guide**.

Data

means the transactional information to be provided as selected by you in the **Application Form** in either hard (**Paper Copies**) or soft copy (via an electronic file).

Entry Collection Service

means a service to be provided by us to you to enable bulk reconciliation and information management of your business accounts with us. The **Data** is accessed by you either by receipt of an electronic file or paper listing at intervals that you may select.

Financial Institution

means as defined in the Financial Conduct Authority (FCA) Handbook.

LBCM plc

Lloyds Bank International is a trading name of the Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc.

Lloyds Bank Corporate Markets plc's Registered Office: 25 Gresham Street, London EC2V 7HN. Lloyds Bank Corporate Markets plc is registered in England and Wales No. 10399850. Lloyds Bank Corporate Markets plc in the UK is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 763256. Authorisation can be checked on the Financial Services Register at www.fca.org.uk

Services provided by the Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc will be subject to the regulatory regime applicable in their respective jurisdiction, which will differ in some or all respects from that of the UK. Further information about the regulatory status of the Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc, is set out below.

Lloyds Bank

means the **Lloyds Bank** at which your account(s) are held for which you may request **Data** via the **Entry Collection Service**, being any of the following: **Lloyds Bank plc** and **LBCM plc** or any reconstruction, amalgamation or merger thereof as the case may be and shall include its agents and subcontractors where the context so permits.

Mailbox

means a collection point provided to you by an independent mailbox provider, which is in your name and sits on the GXS Information Exchange Network which you may access using a personal computer.

Permitted Jurisdictions

means UK, Guernsey, Jersey and the Isle of Man.

Paper Copies

means copies of the **Data** selected to be sent to a nominated delivery address.

Qualifier Code

means as described in the **User Guide**.

User Guide

means the guide we provide in support of the **Entry Collection Service** from time to time.

1.2 The **Entry Collection Service** is available to customers of us who have a UK designated business bank account. In the event your relationship with us terminates these Product & Services Terms & Conditions will automatically come to an end.

2. Entry Collection Service

- 2.1 If you require **Paper Copies**, you will receive the **Data** in accordance with the **Entry Collection Service Application Form**. If you require electronic copies of your **Data**, you will be able to use the **Entry Collection Service** once you have established **Connectivity**.
- 2.2 In order to use the **Entry Collection Service** you need to ensure that your **Connectivity** is in place and maintained at your own expense.
- 2.3 Your relationship team can discuss your options in relation to **Connectivity** including the steps required to establish **Connectivity**.

3. Customers of LBCM plc

- 3.1 If the bank that holds the account which you access via the **Entry Collection Service** is **LBCM plc** you acknowledge that we will fulfil all performance obligations in respect of the **Entry Collection Service** and that accordingly all instructions and communications from you and any others acting on your behalf in connection with the use of the **Entry Collection Service** must be directed to us.
- 3.2 We may require the disclosure by **LBCM plc** of information related to the account (including information stored on its database). You authorise **LBCM plc** to disclose all such information as may be requested by us in pursuance of the supply of the **Entry Collection Service** to you.
- 3.3 In any case where you have given **LBCM plc** information about individuals you represent and confirm that those individuals have appointed you to act for them to consent to the processing of their personal data for the purposes of the performance of **The Agreement** and to the transfer of that information abroad and to receive any data protection notices on their behalf.



In order to use the Entry Collection Service you need to ensure that your Connectivity is in place and maintained at your own expense.



4. Use of Entry Collection Service

- 4.1 We shall arrange for the **Data** to be delivered to you in accordance with the frequency of delivery and format selected in the **Entry Collection Service Application Form**.
- 4.2 Further **Paper Copies** or a re-run of a soft copy of the **Data** can be provided only up to 26 **Business Days** after the original **Data** was created at a cost to be advised by us provided that no changes to the **Data** selected have taken place during that period.
- 4.3 We will arrange for a **Qualifier Code** to be delivered to the bank originating a **Faster Payment** in accordance with the **Cut Off Code** selected by a **Financial Institution** in Section 3.1 and/or 3.2 of the **Entry Collection Service Intraday Faster Payments Service Application Form** (if applicable), and if a **Cut Off Code** is not selected (either by a **Financial Institution** or any other customer) this will automatically default to **Cut Off Code** Option C as specified in the **User Guide**.

5. Charges

- 5.1 You agree to pay to us the **Charges**. Details of the **Charges** for the **Entry Collection Service** will be set out in the charges schedule to these Product & Services Terms & Conditions. We will invoice you each month for the **Charges** and you authorise us to debit the **Charges** shown on the invoice from the account identified on the **Entry Collection Service Application Form** and where applicable you will set up a **Direct Debit** authority in favour of us. We will debit the said account not less than 2 days and not more than 21 days after the invoice date.
- 5.2 If the authority given to us (in clause 5.1) to debit the **Charges** from the said account is cancelled or if no new **Direct Debit** is being set up (where applicable) we shall be entitled to cease providing the **Entry Collection Service** to you or terminate **The Agreement**.
- 5.3 You shall be responsible for maintaining **Connectivity** at your cost.
- 5.4 The **Charges** do not include:
 - 5.4.1 VAT; or
 - 5.4.2 any other taxes or duties payable in connection with banking services you ask us to supply via the **Entry Collection Service**; or
 - 5.4.3 any other taxes or duties payable in connection with the supply and use of the **Entry Collection Service** (except those that are attributable to our profits).

You will be responsible for paying any applicable taxes and duties at the applicable rate – and in the way – laid down by law.
- 5.5 To avoid any doubt, please note that the word **Charges** as used in these Product & Services Terms & Conditions only applies to our charges for providing the **Entry Collection Service**.

IMPORTANT



To avoid any doubt, please note that the word **Charges** as used in these Product & Services Terms & Conditions only applies to our charges for providing the **Entry Collection Service**



6. Warranties and undertakings

- 6.1 You agree and acknowledge that:
- 6.1.1 we and our sub-contractors shall have the right to monitor the usage by you of the **Entry Collection Service** for the purposes of providing the **Entry Collection Service**, billing, ensuring that you comply with your obligations under **The Agreement**, identifying products and services which might be suitable for you and updating our records about you.
- 6.1.2 We have a right to suspend the **Entry Collection Service** at any time without notice to you due to reasons beyond the reasonable control of us or if we consider that the **Entry Collection Service** is in any way being abused.

7. Security

- 7.1 You accept that we use a very high level of encryption which may be illegal in jurisdictions outside of the **Permitted Jurisdictions**. It is your responsibility to ensure that, if outside the **Permitted Jurisdictions**, your ability to use the **Entry Collection Service** is permitted by local law and we shall not be liable for any loss or damage suffered by you as a result of not being able to use, or being prosecuted for using, the **Entry Collection Service** in these jurisdictions.

SECURITY

You accept that we use a very high level of encryption which may be illegal in jurisdictions outside of the Permitted Jurisdictions

8. Limitation of Liability

- 8.1 The Bank takes no responsibility for and has no liability in relation to your **Connectivity** or any associated user access.
- 8.2 We shall not be liable for any loss, damage, injury, interruption, delay or non-performance arising out of:
- 8.2.1 the use by you of software, which may compromise the security and control of access to the **Entry Collection Service** from your computers;
- 8.2.2 use of the **Entry Collection Service** in a way or for a purpose not recommended, authorised or intended by us; or
- 8.2.3 a contravention of any law or regulation.
- 8.3 Notwithstanding any other provision of **The Agreement**, we shall not be liable for any loss, damage, injury, interruption, delay or non-performance howsoever caused or arising save to the extent that the same is caused directly by fraud, breach of **The Agreement** or negligence of us, our servants or agents provided that in the case of claims arising from breach of **The Agreement** or negligence, the total aggregate liability of us to you arising out of or in connection with the performance or contemplated performance of the **Entry Collection Service** in any period of 12 calendar months (or such lesser period as these Product & Services Terms & Conditions has been in force) up to the date when the liability was incurred shall not exceed the total amount of the **Charges** actually paid by you to us in respect of the **Entry Collection Service** during that period.
- 8.4 You hereby agree to indemnify us against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by us by reason directly or indirectly of: (a) your employees, servants, agents or representatives negligence or failure to act in accordance with the **User Guide**, or the terms of **The Agreement**; or (b) us acting in accordance with the terms of **The Agreement**.
- 8.5 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.

9. Contact details



by telephone on
0345 982 5323



by post
Lloyds Client Servicing,
Commercial Banking Operations,
Citymark, 150 Fountainbridge,
Edinburgh EH3 9PE

Or by such other contact methods as we may from time to time advise you. Further contact details are set out within General Information On Payments, Contacts & Charges.

10. Other terms

- 10.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 10.2 These Product & Services Terms & Conditions apply to the **Entry Collection Service** only. Subject to clause 10.3 and clause 10.4, 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.
- 10.3 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 **Entry Collection Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 10.4 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.



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