

COMMERCIAL BANKING



STERLING ACCOUNT

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.



account

means any Current Account and/or Deposit Account that you hold with us



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.

Account

means any **Current Account** and/or **Deposit Account** that you hold with us.

Authorised Debit Interest Rate

means the agreed rate of interest charged on an **Account** for authorised overdraft borrowing as advised to you by your relationship team and confirmed in your most recent **Facility Letter** (where appropriate) or as otherwise provided to you in writing.

Charging Cycle

means the charging cycle relating to the payment of charges, which shall be monthly unless otherwise agreed with your relationship team.

Credit Interest Rate

means the rate of interest, if any, paid on an **Account**, details relating to which are set out on **Our Website**, or are as otherwise agreed between you and us in writing.

Current Account(s)

means any instant access sterling current account(s).

Deposit Account(s)

means any sterling deposit account(s) including instant access accounts.

Facility Letter

means the document detailing specific terms and conditions relevant to an overdraft or other borrowing agreed by your relationship team (as amended, varied or supplemented from time to time).

Instructions

means an instruction made in accordance with the section titled “Who is authorised to give instructions to us” in the Relationship Terms & Conditions which authorises us to pay money out of an **Account**.

Interest Cycle

means the charging cycle relating to the payment of interest, which shall be monthly unless otherwise agreed with your relationship team.

Third Party Provider

means a service provider authorised by law to access information or make payments for you from your payment accounts.

Trading Account

means an account used by you for day to day banking transactions.

Unauthorised Debit Interest Rate

means the standard **unauthorised debit interest rate** charged on an **Account** for unauthorised overdraft borrowing, details of which are available in the General Information On Payments, Charges & Contacts and from your relationship team, or are as otherwise agreed between you and us in writing.

Uncleared Balance

means any balance which is still to be cleared through the clearing cycle after being paid into an **Account**.

2. Eligibility

- 2.1 The minimum age for opening and operating an **Account** is 18.

3. Purpose of a Current Account and a Deposit Account

- 3.1 A **Current Account** may be used as a **Trading Account**.
- 3.2 A **Deposit Account** must not be used as a **Trading Account**. If a **Deposit Account** is used as a **Trading Account** we will charge you for transactions by applying the charges set out in the tariff provided in the General Information On Payments, Charges & Contacts (as varied from time to time in accordance with the section titled "Terms applying to charges" in the Relationship Terms & Conditions).
- 3.3 There is no requirement to open or maintain a **Current Account** to operate a **Deposit Account**.
- 3.4 In relation to a **Deposit Account** only:
 - 3.4.1 you cannot make cash deposits into a **Deposit Account**;
 - 3.4.2 debit cards are not provided and cannot be linked to a **Deposit Account**.



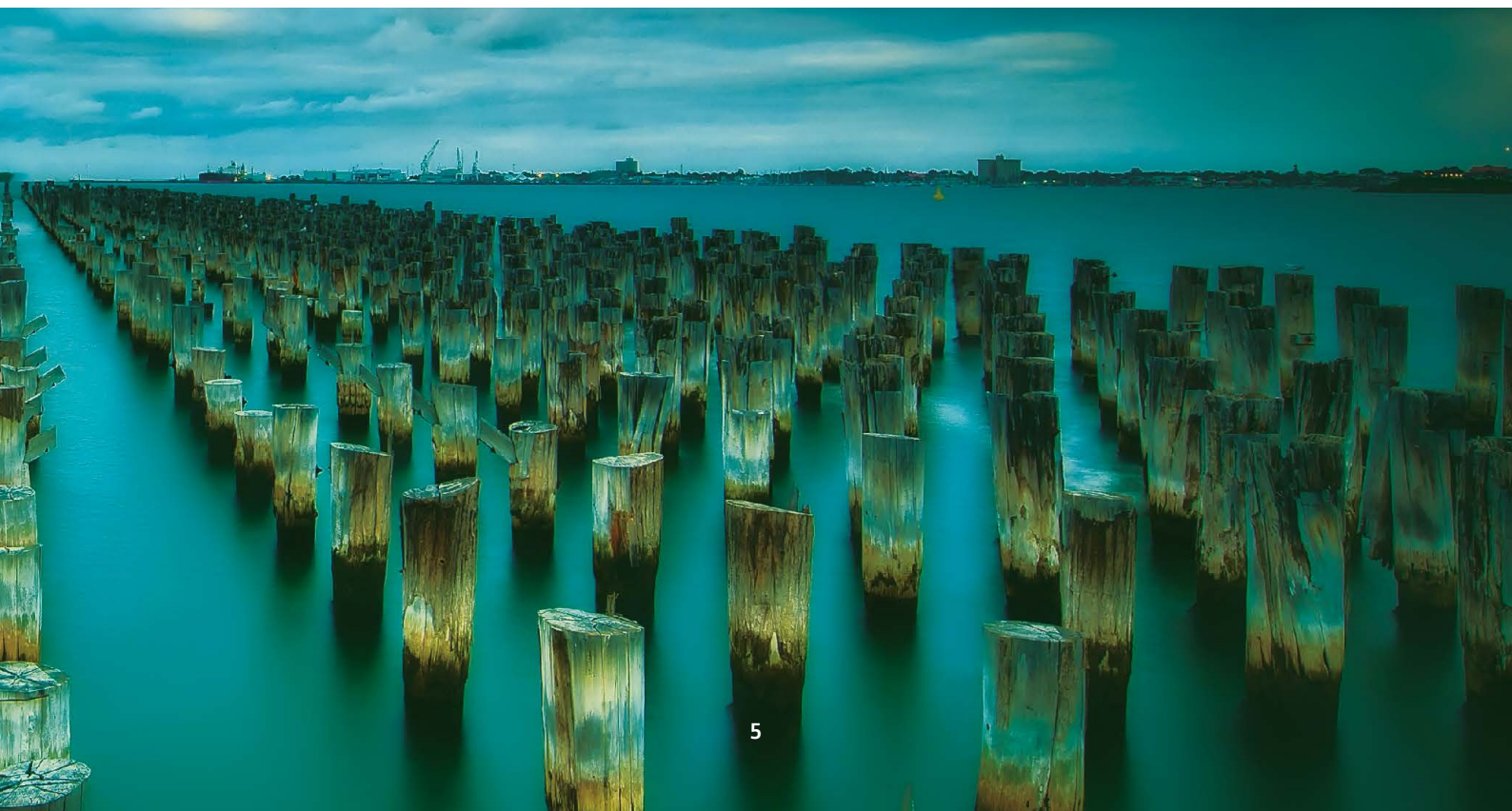
CURRENT ACCOUNT(S)

means any instant
access sterling
current account(s)



4. Instructions

- 4.1 The ways in which consent for a payment transaction will be given to us by you are:
- 4.1.1 in writing;
 - 4.1.2 making a request for a cash withdrawal at any bank counter;
 - 4.1.3 in accordance with the Product & Services Terms & Conditions relating to any online/internet banking service, provided you have registered for such service;
 - 4.1.4 in the case of a direct debit or standing order on the **Account**, by completing and signing the relevant form setting up the direct debit or standing order;
 - 4.1.5 by entering your PIN or providing any other security code (when using a debit card, Cashpoint card or an online/internet banking service that we provide to you); and/or
 - 4.1.6 through a **Third Party Provider**, by following any procedures required by such **Third Party Provider**; and/or
 - 4.1.7 by presenting a completed cheque to any person, and consent will be provided at the time that any of the actions set out in clause 4.1 are taken by you.
- 4.2 We will not accept **Instructions** given by fax or email.
- 4.3 You agree that you shall be liable to us for all sums that become due to us in connection with these Product & Services Terms & Conditions. We shall not be liable for and you shall indemnify us in respect of all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us arising out of or in connection with any cheques, payment instructions or other instructions given by you or on your behalf in accordance with your **Mandate**, except where:
- 4.3.1 it should have been readily apparent to a reasonable banker processing such cheques, payment instructions or other instructions in the ordinary course of business that (where applicable) the signature was not the signature or facsimile authorised by you or that any cheques, payment instructions or other instructions had been altered or falsified in any way; and/or
 - 4.3.2 any losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by us were as a result of the fraudulent actions of an unrelated third party.



5. Interest on money in an Account

- 5.1 Until further notice, interest (if payable on the **Account**) is calculated on a daily basis on cleared credit balances at the **Credit Interest Rate**. Interest will be credited to the **Account** on a monthly basis, unless otherwise agreed between the **Account Holder(s)** and their relationship team. Any interest will be taxed according to your individual circumstances and as specified by law.

6. Borrowing

- 6.1 Borrowing is not permitted on a **Deposit Account**. If a **Deposit Account** does become overdrawn, unauthorised borrowing interest will be charged.
- 6.2 In relation to a **Current Account** only:
- 6.2.1 you should only overdraw a **Current Account** within an overdraft limit agreed in advance with your relationship team. The overdraft limit will be confirmed in writing by your relationship team. We normally confirm the limit on an annual basis if the borrowing facility is to continue or at such other time that the limit is changed with our agreement;
 - 6.2.2 we may at our sole discretion permit you to exceed any agreed overdraft limit or overdraw a **Current Account** where an overdraft limit has not been agreed in advance with your relationship team. Such amounts will constitute unauthorised borrowing and will incur unauthorised borrowing interest;
 - 6.2.3 fees or charges may apply in relation to your overdraft. These include arrangement fees for the setting up and renewal of an overdraft facility and charges for taking security. These fees or charges will be advised to you by your relationship team at the time of your request and confirmed in writing in your most recent **Facility Letter** or otherwise. These fees and charges are not refundable if the overdraft facility is not used; and
 - 6.2.4 authorised borrowing will incur interest at the **Authorised Debit Interest Rate** on the total amount outstanding (including any **Uncleared Balance**) within your agreed overdraft limit. Interest will be debited to a **Current Account** in line with the **Interest Cycle**.
- 6.3 Unauthorised borrowing will incur interest at the **Unauthorised Debit Interest Rate** and will be charged when the overdrawn balance on an **Account** (including any **Uncleared Balance**) exceeds the agreed overdraft limit or alternatively when an **Account** goes overdrawn (including any **Uncleared Balance**) when there is no agreed overdraft limit. Interest will be debited to an **Account** in line with the **Interest Cycle**.
- 6.4 We may at any time, without giving you notice, withdraw or restrict any right to an overdraft or demand immediate repayment of your overdraft. We will write to you if we require any repayment of your overdraft.
- 6.5 Nothing in **The Agreement** restricts our right to refuse to allow any overdraft or other borrowing or increase in any overdraft or other borrowing.

7. Charges

- 7.1 Charges will apply to an **Account** and any transactions on an **Account**, as set out in the General Information On Payments, Charges & Contacts, or as otherwise agreed in writing with your relationship team.
- 7.2 If you are the recipient of a payment (i.e. a payee) we may deduct our charges as set out in the tariff from the money transferred before crediting it to you. If we deduct any charges under this clause, we will give you details in your regular bank statements or charges invoices (or other agreed means by which you wish to be notified) of the amount of money we receive and of our charges for receiving the money.
- 7.3 **Account** transaction charges will be debited to an **Account** in line with the **Charging Cycle** (unless otherwise agreed with your relationship team).
- 7.4 Unless we tell you or you request otherwise, we will send you pre-notification of **Account** transaction charges and debit interest at least 14 days in advance of them being debited to an **Account**.
- 7.5 We will tell you the charge for any other service or product before we provide that service or product to you, and at any time that you ask.

8. Changes to your information

- 8.1 If you appoint a new **Authorised Signatory**, you must complete a new **Mandate**. We must be satisfied with our identification, background and other checks in relation to the new **Authorised Signatory** before we will be prepared to accept instructions from that person.
- 8.2 It normally takes us seven **Business Days** to process any changes to your **Mandate**. Until the changes have been processed and we are satisfied with our identification, background and other checks (if applicable), we can continue to rely on your existing **Mandate**.

CHANGES

It normally takes us seven Business Days to process any changes to your Mandate. Until the changes have been processed and we are satisfied with our identification, background and other checks (if applicable), we can continue to rely on your existing Mandate

SIGNATORY

If you appoint a new Authorised Signatory, you must complete a new Mandate. We must be satisfied with our identification, background and other checks in relation to the new Authorised Signatory before we will be prepared to accept instructions from that person

9. Liability

- 9.1 We will only be liable for any reasonable losses, costs and expenses incurred by you which arise directly from our breach of contract or negligence in relation to an **Account** and if, in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from our breach or negligence. Our liability in connection with the services provided under these Product & Services Terms & Conditions will be limited to the monetary amount of the relevant transaction in relation to the **Account** pursuant to which our breach of contract or negligence occurred.
- 9.2 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.

10. Contact details

- 10.1 You can contact us:



by telephone on
0345 982 5323; or



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

- 10.2 Further contact details are set out within 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

11. Other terms

- 11.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 11.2 These Product & Services Terms & Conditions apply to the services provided to you under these Product & Services Terms & Conditions. Subject to clause 11.3 and clause 11.4, 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 products or services (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.
- 11.3 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 services provided to you under these Product & Services Terms & Conditions, these Product & Services Terms & Conditions will take precedence.
- 11.4 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.

services

Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions)





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