

Terms & Conditions

1 Introduction

- 1.1 These Terms and Conditions set out Your rights and obligations in connection with Your use of the Service as an Indirect Submitter. These Terms and Conditions are legally binding, so they should be read through carefully before the Authorised Signator(y/ies) of Your Organisation agrees to them on Your behalf.
- 1.2 These Terms and Conditions replace all earlier Terms and Conditions relating to the provision of the Bacs services and are in addition to the Terms and Conditions that apply to:
- 1.2.1 Your accounts with the Bank; and
- 1.2.2 the banking services that the Bank provides.
- 1.3 If there is a conflict, these Terms and Conditions will prevail.
- 1.4 All Instructional Materials provided to You by Us and Bacs form part of these Terms and Conditions.
- 1.5 Section 23 of these Terms and Conditions sets out the meaning of the various capitalised terms used in these Terms and Conditions.
- 1.6 You may not use the ASM for use with any other product or service without the prior written consent of the Bank. Where You wish to use the ASM with other products or services offered by the Bank these may be subject to additional terms and conditions.

2 Customers of Lloyds Bank International Limited

- 2.1 If the bank that holds the Account You access via the Service and which has contracted to provide the Service is Lloyds Bank International Limited You acknowledge that the Sponsoring Bank will fulfil all performance obligations in respect of the Service on its behalf and that accordingly all instructions and communications from You and any others acting on Your behalf in connection with the use of the Service must be directed to the Sponsoring Bank.
- 2.2 You agree that Your contractual relationship in connection with the supply of the Service will be with Lloyds Bank International Limited.
- 2.3 The Sponsoring Bank may require the disclosure by Lloyds Bank International Limited of information related to the Account (including information stored on its database). You authorise Lloyds Bank International Limited to disclose all such information as may be requested by the Sponsoring Bank in pursuance of the supply of the Service to You.

3 Use of the service

- 3.1 Subject to and in accordance with these Terms and Conditions, You shall use the Alternative Security Method (ASM) to access and collect reports and modify certain reference data on the Bacs System if You have been sponsored by Us as a Service User and have been authorised by Us to use ASM (pursuant to the relevant provisions of the Bacstel-IP Service User Guide) for accessing the Bacs System.
- 3.2 You shall not be permitted to use ASM to access and collect reports from the Bacs System in Your capacity as Service User pursuant to clause 3.1 except via a Contact who is authorised to use ASM.
- 3.3 You shall not, and shall ensure that Contacts do not, use the Service for any unlawful purposes.
- 3.4 You shall not, and shall ensure that Contacts do not, use any service other than this Service to collect reports or maintain certain reference data on the Bacs System for your Service User Number(s).
- 3.5 You shall not, and shall ensure that Contacts do not, do anything in connection with the Bacs System via the Service outside the United Kingdom, the Channel Islands or the Isle of Man which would or is reasonably likely to result in the Bacs System or Us being in breach of any applicable laws or regulations outside the United Kingdom, the Channel Islands or the Isle of Man.
- 3.6 Your Bacs limit will be as agreed between Us and You before You enter into this Agreement as amended by agreement between us from time to time.

4 Security

- 4.1 Before You can use the Service You must set up Your own appropriate security procedures.
- 4.2 You are responsible for ensuring that each Contact complies with the security procedures set out in the Terms and Conditions at all times.
- 4.3 You are responsible for ensuring that each Contact complies with Your own security procedures, these Terms and Conditions and any other Bank/Bacs advised procedures set out in the Bacstel-IP Service User Guide.

- 4.4 You shall at all times comply with the rules for the Service when using the Service.
- 4.5 You shall ensure that all Contacts check the information and data provided through the Service. If any such information or data is incorrect or incomplete, You must ensure that We are informed of this by following Our advised procedures.
- 4.6 You shall notify Us without delay by calling the Lloyds Bank Bacstel-IP helpdesk at any time if You become aware of or suspect:
- 4.6.1 any non-compliance with these Terms and Conditions or the Service Requirements by any Contact or other person with Your Organisation; or
- 4.6.2 any fraud in or breach or compromise of the security affecting the Service, giving reasonable details of the circumstances.
- 4.7 You shall further ensure that the Contacts take all reasonable steps to ensure that their Passwords and Contact IDs stay secret.
- 4.8 You shall ensure that each Contact changes his/her Access Code as required from time to time by the Bacs System and changes his/her Access Code if that Contact becomes aware or suspects that the Access Code is known or has been used by another person other than that Contact.
- 4.9 You shall make any notification to Us under this Section 4 in accordance with Section 15.3. We may require the notification to be confirmed in writing before taking any action.

5 Carrying out your instructions

- 5.1 You must not allow anyone other than Contacts authorised by You to use the Service.
- 5.2 You agree that the Primary Security Contacts are authorised by You to conduct Administration and that We do not need any further instruction or confirmation from You to implement the changes made by a Primary Security Contact performing Administration. You will inform Us in writing of any changes that We need to make.
- 5.3 We agree to settle payments associated with Bacstel-IP Transmissions submitted on Your behalf by a bureau where that bureau uses a trust service of another member of the Bacs System or a trust service provided by Us where the account specified in any such Bacstel-IP Transmission is maintained by You or a company related to You with the Bank.
- 5.4 The Bank shall be entitled to rely on, and the Customer shall accept full liability for, any Bacstel-IP Transmission, provided that:
- 5.4.1 such Bacstel-IP Transmission is valid has not expired has not been revoked or suspended;
- 5.4.2 the Bacstel-IP Transmission does not contravene the levels of authorisation and permission set out in the Reference Database in relation to the relevant Service User.
- 5.5 If an instruction is found by You to have been incorrect We will not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof but if We are promptly notified of any incorrect instruction We will make reasonable efforts to recover the funds and shall be entitled to make a charge for such activity. For procedures in relation to Transmissions sent in error, please refer to the relevant section of the Bacstel-IP Service User Guide.
- 5.6 We may, if We think it justified, decline to validate an instruction or insist on written confirmation of that instruction from an Authorised Signatory.
- 5.7 You may submit instructions for a Transmission at any time but instructions will be processed only on Business Days during the operational hours referred to in the Bacstel-IP Service User Guide. Instructions for Transmissions received on days which are not Business Days or after the relevant cut-off time on Business days will be carried out on the following Business Day.

6 Confidentiality

- 6.1 You shall keep any Bacs Confidential Information which You receive confidential at all times, and shall not:
- 6.1.1 use such Bacs Confidential Information or any part of it for any purpose other than its use in Bacstel-IP or any payment, clearing or other scheme run by Bacs; nor
- 6.1.2 disclose such Bacs Confidential Information or any part of it to any person other than to those employees, agents, contractors or any member of Your Organisation to whom disclosure is necessary for their use of Bacstel-IP or any payment, clearing or other scheme run by Bacs, provided that You ensure that such persons to whom Bacs Confidential Information is disclosed are at all times subject to and maintain this obligation of confidentiality.

- 6.2 You are entitled to disclose the Bacs Confidential Information:
- 6.2.1 to the extent necessary to comply with these Terms and Conditions;
- 6.2.2 to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental authority or regulatory authority or that a disclosure is legally required; and/or
- 6.2.3 where You are able to do so without breaching any legal or regulatory requirements, in which event You will give the owner of the Bacs Confidential Information in question written notice as soon as reasonably practicable of the intended disclosure.
- 6.3 These obligations do not apply to information which:
- 6.3.1 You can show was known by You before You received such information (or learned of the same) under or in connection with Bacstel-IP or any payment, clearing or other scheme run by Bacs and had not previously been obtained under an obligation of confidence; or
- 6.3.2 is in or comes into the public domain, and has not come into the public domain through a breach of these Terms and Conditions or any other confidentiality obligation; or
- 6.3.3 You can show was independently developed by You; or
- 6.3.4 is disclosed to You without restriction and without breach of any obligation of confidentiality by a third party who has the right to make such disclosure.
- 6.4 Where You cease to participate in Bacstel-IP or any payment, clearing or other scheme run by Bacs, You shall not be entitled to keep any Bacs Confidential Information except to the extent that You are required to do so in order to comply with any Applicable Requirements or to maintain a record of Transmissions or any other materials relating to Your participation in Bacstel-IP. The provisions of these Terms and Conditions continue to apply to You for so long as You retain any such Bacs Confidential Information.
- 6.5 The provisions set out in these Terms and Conditions are in addition to (and not in substitution for) all other confidentiality obligations between You and Us, Bacs and/or any member of Bacs, and any software provider.

7 Data protection

- 7.1 The Bank and You shall at all times comply with the Data Protection Act 1998 and any other applicable regulations or legislation, and in particular with the data protection principles set out in that Act.
- 7.2 Where personal data is provided or disclosed by You to Us or Bacs, You will ensure that all necessary consents have been obtained from the persons to whom those data relate and that the purpose of the data processed is understood by Contacts, allowing Us and Our data processors (including Bacs) to receive such personal data and to use and process it in order to:
- 7.2.1 provide the Service to You; and
- 7.2.2 validate and process Transmissions submitted by or on behalf of You.

8 Intellectual Property Rights

- 8.1 All right, title, interest and Intellectual Property Rights in the Bacstel-IP Materials shall vest in Bacs or its licensors, and, except to the extent set out in these Terms and Conditions, You shall obtain no right, title or interest in any Bacstel-IP Materials or in any Intellectual Property Rights therein.
- 8.2 We hereby grant You a licence to use and copy (but not to sublicense) the Bacstel-IP Materials, but only to the extent necessary to enable You to access the Bacs System via ASM.
- 8.3 We give no warranty that the Bacstel-IP Materials licensed to You shall not infringe the Intellectual Property Rights of any third party.
- 8.4 The licence set out in this Section 8 shall terminate automatically on any termination or suspension of Bacstel-IP by Bacs, any termination or suspension of the Service by Us and/or Your ceasing to maintain an Account with the Bank.
- 8.5 On such termination, You must destroy all copies of the Bacstel-IP Materials provided to You or which are otherwise in the Contacts' possession, custody or power.

9 Bacs Applicable Requirements

- You shall
- 9.1 comply at all times with all Applicable Requirements; and
- 9.2 obtain and maintain at all times all necessary licences, consents, permissions and authorisations.

10 Introduction of viruses

- You shall use all reasonable care (including, without limitation, the use of up-to-date Virus checking software) to prevent the introduction of any Viruses into, or any Virus contamination (including cross-contamination) of:
- 10.1 any Transmissions; or
- 10.2 the Service; or
- 10.3 any PKI-based service used by any other participant to access Bacstel-IP; or
- 10.4 any Bacstel-IP related hardware or software.

11 Liability for loss

- 11.1 Subject as otherwise provided by these Terms and Conditions We are only liable for direct losses to You, and then only if caused by Our negligence or deliberate default. We will not be liable for indirect or consequential loss. We will not be liable for any loss, liability or cost arising out of the acts or omissions of any person who is not party to the agreement between You and Us. Examples where We are not liable include:
- 11.1.1 incompatibility between Your System and the Service;
- 11.1.2 anything beyond Our reasonable control that disrupts the Service or causes Your instructions to be delayed or not acted upon including but not limited to any abnormal or unforeseeable circumstances, acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, floods, fires, explosions or other catastrophes or natural disasters, Our compliance with any law or governmental order, rule, regulation or direction or failure of equipment, software or communications networks or other circumstances affecting the supply of goods or services.
- 11.2 Our entire liability to You in contract, tort (including negligence), misrepresentation, restitution or otherwise arising out of the performance or contemplated performance of the agreement between You and Us and/or Your use of the Service in any period of 12 months (or such lesser period as the agreement has been in force) up to the date when the liability was incurred, shall not exceed: (a) the amount (if any) necessary to reimburse You in respect of any transaction as required by law, plus (b) the amount of the fees paid by You for the Service in respect of that period or the sum of £5,000 whichever shall be the greater.
- 11.3 You must compensate Us for any loss We suffer as a result of You breaching any of these Terms and Conditions or allowing any Contact to do so.
- 11.4 Nothing in these Terms and Conditions shall operate to exclude or restrict Our liability for death or personal injury caused by Our negligence or Our fraudulent acts.

12 Electronic signatures

- 12.1 All Bacstel-IP Transmissions submitted using ASM shall have the same legal effect, validity and enforceability as if such Bacstel-IP Transmissions had been in written rather than in electronic form provided that each party wishing to rely on such Bacstel-IP Transmissions has complied with the procedures relating to the use of ASM in the Service Requirements.
- 12.2 You shall not challenge the legal effect, validity and enforceability of a Bacstel-IP Transmission (including, in relation to this Section 12.2, any transmission that purports to be a Bacstel-IP Transmission) on the basis that:
- (a) such Bacstel-IP Transmission is in electronic rather than written form; or
- (b) the Bacstel-IP Transmission constitutes a breach by You of these Terms and Conditions.

13 Suspension, Withdrawal or Termination

- 13.1 We may suspend or terminate, or withdraw or cease to provide the Service to You:
- 13.1.1 on 30 days written notice to You; or
- 13.1.2 with immediate effect in any of the following circumstances:
- (a) if the Bacs System has suspended or withdrawn its authorisation for ASM to be used in connection with Bacstel-IP; or
- (b) where We consider it appropriate to do so in order to protect the security, integrity or reputation of Bacstel-IP; or
- (c) where, in Our opinion, You are in breach of any provision of these Terms and Conditions (including, without limitation, any breach of the Service Requirements) or any other arrangement with Us, or You have caused an unauthorised overdraft; or
- (d) You have given Us notice under Section 4.6 above; or
- (e) where:
- (i) You become unable to pay Your debts within the meaning of Sections 123 or 268 of the Insolvency Act 1986 or any amendment or re-enactment of such legislation; or

- (ii) a resolution is passed or a petition is presented for Your winding up; or
 - (iii) You compound with or enter into any arrangement with creditors; or
 - (iv) a receiver or administrator is appointed over any of Your property or assets or an administrator application is presented or made for the making of an administration application order or a notice of intention to appoint an administrator is issued or a notice of appointment of an administrator is filed with the court; or
 - (v) You are dissolved or become bankrupt; or
 - (vi) any action is taken in any jurisdiction which is similar or analogous to any of the events set out in this Section 13.1.2; or
 - (vii) in the case where payments are made under a credit line there is in Our reasonable opinion a significantly increased risk that You may be unable to fulfil Your obligation to pay.
- (f) If You fail to maintain an account with the Bank.

13.2 Upon any suspension or withdrawal of the Service in accordance with these Terms and Conditions:

- 13.2.1 You shall not (and shall ensure that Your employees, contractors and agents shall not) use the ASM after such suspension or withdrawal unless and until, in the case of a suspension, such suspension is lifted by Us giving written notice to that effect to You; and
- 13.2.2 You shall ensure that any hardware, software or documentation issued by Us and Bacs is returned to Us (or destroyed).

13.3 Subject to clause 13.1.2 this agreement may be terminated at anytime by You giving Us not less than one months notice.

13.4 Where any Contact ceases to be authorised by You to use the Bacstel-IP Service, You will immediately arrange to remove that Contact from the system and ensure the cancellation of their ASM access.

13.5 Ending Your use of the Bacstel-IP Service will affect Your instructions in the following way: if We have acted upon such instructions, We will try to cancel them at Your request if it is reasonable and possible to do so.

13.6 Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where We suspend the Service or access thereto We will send you a notice giving Our reasons for doing so. If We are unable to send You prior notice We will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail We will notify You that the supply of the Service has been resumed and will take such other action as is appropriate in pursuance thereof.

14 Communications and electronic records

- 14.1 We and/or Bacs may monitor and record communications with You, Your agents, employees and contractors (including, but not limited to Transmissions) for any purpose connected with Bacstel-IP which We and/or Bacs consider appropriate.
- 14.2 Records and audit logs maintained by Us or Bacs in relation to the Service, any Transmission or Bacstel-IP communication shall be deemed to be accurate until the contrary is proved, and the burden of proof that they are inaccurate shall lie with You.

15 Contacting each other

- 15.1 We may contact You by post, telephone and electronically using the last details You supplied Us.
- 15.2 We may contact the Authorised Signatory or Contact. It will be the responsibility of these persons to pass on any relevant information to Contacts or appropriate persons.
- 15.3 You can contact Us in writing at Lloyds Bank plc, P.O. Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent, ME8 0LS or by calling the Lloyds Bank Bacstel-IP helpdesk on 0870 9025210 or such other number as We may notify to You.
- 15.4 We will update You in writing of any changes to contact details and/or procedure.
- 15.5 All notices or other communications between the parties shall be in the English language.

16 About our charges

- 16.1 We may charge You fees for the Service monthly in arrears and if We increase the fees or introduce a new fee or charge, we will give You at least 30 days' written notice before the change takes place.
- 16.2 We may debit those fees and charges from Your nominated current account or Your principal account if You fail to nominate one.
- 16.3 Details of Our charges are advised in Our sales brochure.

17 Our right to make changes to these Terms and Conditions

- 17.1 We have the right to change these Terms and Conditions at any time by giving You notice. Your rights to use the Service will not be affected by the change until You have actually received the notice. Changes will be notified to You in writing by post or by email and in either case may direct You to the Commercial Banking website www.lloydsbankcommercial.com where details of the changes are posted.
- 17.2 If the change is to Your disadvantage, We will give You 30 days' written notice before We make the change. You may by notice in writing to be received by the Bank no later than 60 days after the bank's notice terminate Your agreement for the use of the Service with immediate effect without having to pay any extra charges for doing this. If the change is not to Your disadvantage, We may make a change immediately and tell You about it in writing within 30 days. If We have made a major change or a lot of minor changes in any one year, We will send You a copy of the new Terms and Conditions or a summary of the changes or direct You to the Commercial Banking website www.lloydsbankcommercial.com where the latest Terms and Conditions and/or a summary of the changes are posted.
- 17.3 Copies of the latest documents comprising these Terms and Conditions and all other documents and material referred to herein are available to You on request from Your relationship manager and at www.lloydsbankcommercial.com

18 The validity of these Terms and Conditions

We have made every attempt to ensure the fairness of these Terms and Conditions. If any part proves not to be legally valid because it is unfair, it will not affect the rest and We are entitled to treat that term as changed in a way that makes it fair and valid.

19 Assignment and third party rights

We may transfer any and all Our rights and duties under these Terms and conditions. We shall be entitled to enforce any provisions of these Terms and Conditions but otherwise a person who is not a party to the agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions.

20 Payments Service Regulations

The Payment Services Regulations 2009 as amended or supplemented from time to time shall apply to this agreement except that all the provisions contained in those regulations which can be excluded in agreements with large businesses are excluded to the fullest extent possible.

21 Highest Level of Service

We aim to provide the highest level of service but if You should experience any problem We will seek to resolve it as quickly and efficiently as possible. A copy of the leaflet entitled "How to voice your concerns" may be obtained from Your relationship manager or business team on request or from any of Our branches. Our complaint procedures may be found at www.lloydsbankcommercial.com/contactus

22 Governing law

These Terms and Conditions (and any non-contractual obligations arising out of or in connection with Our agreement with You) shall be governed by English law and You submit to the exclusive jurisdiction of the English courts.

23 Definitions

To help Your understanding of wording or phrases used in these Terms and Conditions, We include these definitions for Your assistance.

Access Code: means the access code associated with a Contact ID as issued by the Bacs System to the relevant Contact or subsequently changed by the Bacs System or any Contact as contemplated by (amongst other documents) the Bacstel-IP Service User Guide.

Account: means an account with the Bank nominated by an Organisation for Bacstel-IP transaction payments and receipts. This account may be an individual account or a group account.

Administration: means the facility provided through Bacstel-IP to allow Contacts (depending on their granted privileges) to:

- set up new Contacts;
- allocate Contact access rights;
- amend Contacts' details;
- amend Contacts' access rights; and
- suspend or delete a Contact's authority.

Alternative Security Method/ASM: means a non-PKI-based method of accessing the System using a Contact ID and Password to provide secure access to low-risk functions on the Bacs payments services web channel (e.g. accessing reports, maintaining non-sensitive reference data).

Applicable Requirements: means any requirements in relation to Your use of the Service advised by Bacs in any form, whether in paper or electronic copy or given verbally, from time to time (including any guidelines set out in instruction materials, for example, the Bacstel-IP Materials) and any law, regulation, order, rule, guidance, voluntary code or standard applicable to You (including, without limitation, all import and export controls and requirements).

ASM Contact: means a Contact who accesses the Service via the ASM.

Authorised Signatory: means an authorised signatory on one or more Accounts who is designated by the Organisation under an authority or mandate given by the Organisation to the Bank as having authority to:

- apply for the Service on behalf of the Organisation; and
- appoint other Contacts.

Bacs: means Bacs Payment Schemes Limited and/or VocaLink Limited as appropriate (any successor entity or entities thereto).

Bacs Confidential Information: means all information of Bacs and any member of Bacs which is disclosed or made available to You in connection with, or for the purposes of using, Bacstel-IP and the Service and which:

- is by its nature confidential;
- is designated as confidential by the party who discloses it or to whom it relates; or
- You know or ought reasonably to know is confidential, including (without limitation);
- Information relating to any customer of the Bank or any member of Bacs;
- any person to whom the Bank or any member of Bacs provides a service or any customer of such a person;
- information relating to the operation, internal management, structure, personnel, policies or business strategies of Bacs, the Bank, any member of Bacs or Bacstel-IP; and
- computer object or source codes and related documentation.

Bacs System: means the system relating to the automated clearing and settlement of payments operated by Bacs.

Bacstel-IP: means a service providing access into Bacs using Internet technologies and PKI or ASM.

Bacstel-IP Materials: means any materials, provided by Bacs to You or other Contacts in connection with the Service, including the Bacstel-IP Service User Guide.

Bacstel-IP Service User Guide: means the document entitled 'Service User Guide – Bacstel-IP' (Bacs document reference PN3763) provided by Bacs, as amended from time to time.

Bacstel-IP Transmission/Transmission: means an instruction, message, file or other communication which is transmitted in electronic form via Bacstel-IP to or from Bacs, including (without limitation) any such communication which allows access to or changes to be made to the Reference Database.

Bank: means the bank that holds the Account You access via the Service, being any of Lloyds Bank plc or Lloyds Bank International Limited.

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

Contact: means a person who is authorised to access and use the Bacs System via Bacstel-IP (using a Bacs Approved Bureau or ASM) on behalf of a member of the Bacs System (including for the avoidance of doubt the Bank) or a Service User (as the case may be).

Contact ID: means a unique alphanumeric identification code of up to 18 characters generated from a Contact's surname and a 6-digit number which is used for ASM with a Password.

Commercial Banking website: means the website and associated services of the Bank appearing at www.lloydsbankcommercial.com or any other URL as the Bank may select.

Indirect Submitter: means a Service User who submits payments to Bacs via a bureau.

Instructional Materials: means all documents, information and other materials provided or made available to the Organisation, its employees, contractors or agents at any time by or on behalf of the Bank or Bacs in connection with the implementation and operation of Bacstel-IP, including, without limitation, the Bacstel-IP Service User Guide and the Applicable Requirements.

Intellectual Property Rights: means all intellectual property rights in any part of the world and includes, without limitation, patents, rights in inventions, registered and unregistered trademarks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, copyrights, database rights, rights in knowhow, and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing.

Organisation: means a customer organisation sponsored by the Sponsoring Bank to use the Service.

Password: means the alphanumeric code used by each ASM Contact in association with Contact ID to allow access to the Service.

PKI: means a public key infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications).

Primary Security Contact/PSC: means an individual authorised to access the Bacs System using ASM on behalf of Your Organisation and to whom a Contact ID and an Access Code have been issued by the Bacs System and who is authorised by Your Organisation to perform certain functions via the Bacs System including the ability to set up and maintain additional contacts. An Organisation must have a minimum of two Primary Security Contacts.

Reference Database: means the database held by Bacs which records details input by Bacs, the Bank and the Organisation, as the case may be, about the Organisation, including, without limitation, the levels of authorisation and permission in relation to Transmissions submitted to Bacs by the Organisation as part of Bacstel-IP.

Service: means facilitation of access provided to the Bacs System for the purposes of submitting a Bacstel-IP Transmission/s directly to the Bacs System via a Bacs Approved Bureau or ASM.

Service Requirements: means the guidelines relating to the use of the Service issued by Us and Bacs from time to time, including the Instructional Materials.

Service User: means a company, group of companies, charity etc that is sponsored by the Sponsoring Bank to use one or more Bacs services.

Service User Number: means a 6-digit number allocated by the Sponsoring Bank to a Service User to identify it uniquely to Bacs.

Sponsoring Bank: means Lloyds Bank plc.

Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales (company no. 2065).

Terms and Conditions: means the Terms and Conditions in relation to Your use of the Service, as set out in this document, and the other documents referred to in it (including, without limitation, the Instructional Materials).

Us: means the Bank (and shall be deemed to include the Sponsoring Bank) including its subcontractors and 'We' and 'Our' shall be interpreted accordingly.

Viruses: means viruses, worms, Trojan horses, malicious code, locking or destructive mechanisms or any thing or things similar to any of the foregoing or analogous to them.

Writing: for the purposes of these Terms and Conditions, means all forms of written communication, including electronic communication (not excluding email and fax).

You: means the Organisation which is a customer of the Bank and which becomes registered with Us for use of the Service, and 'Your' shall be interpreted accordingly.

Your System: means the electronic equipment or other device used by the Contacts to access the Service.