

## Terms and Conditions

**These Terms and Conditions are for products supplied by Commercial Banking to customers with an annual turnover of £15m or more. If you have any queries please contact your Relationship Manager.**

**Entry Collection Service-service agreement**

This Agreement set out the Terms & Conditions that apply between your organisation (“the Customer”) and Lloyds Bank (as defined below) in respect of the use by the Customer of the Entry Collection Service.

**1 Definitions and Interpretations**

1.1 In this Agreement the following words and expressions have the meaning set opposite them, unless the context otherwise requires:

**Charges:** Charges as provided by Lloyds Bank and its Agent from time-to-time or agreed between Lloyds Bank and the Customer, for the provision of the Entry Collection Service, and as referred to in Clause 5.

**Agent:** AJB Management Limited trading as Orbit UK, an agent for the IBM Global Network, or its successor, who has entered into a service agreement with Lloyds Bank plc for the provision of the IBM Information Exchange Service.

**Cut Off Code:** as described in the User Guide.

**Data:** the transactional information to be provided as selected by the Customer in the Entry Collection Service Registration form in either hard (Paper Copies) or soft copy (via an electronic file).

**Entry Collection Service:** a service to be provided by Lloyds Bank to a Customer to enable bulk reconciliation and information management of its Lloyds Bank business accounts. The Data is accessed by the Customer either by receipt of an electronic file or paper listing at intervals that the Customer may select.

**Entry Collection Service Registration Form:** the form to be completed by the Customer and submitted to Lloyds Bank to register for the Entry Collection Service.

**Event of Force Majeure:** in relation to either party, an event or circumstance beyond the reasonable control of that party, including (without limitation) any act of God, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock out or trade dispute or labour disturbance, the act or omission of government or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any internet service provider, war, military operations or act of terrorism or riot.

**Financial Institution:** Financial Institution: as defined in the FCA and/or PRA Handbook(s).

**Lloyds Banking Group:** Lloyds Banking Group plc and its subsidiaries from time to time.

**Lloyds Bank:** The Lloyds Bank at which the Customer’s account(s) are held for which the Customer may request Data via the Entry Collection Service, being any of the following: Lloyds Bank plc and Lloyds Bank International Limited 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:** a collection point in the Customer’s name sitting on IBM’s Global Network Information Exchange which the Customer may access using a personal computer.

**Paper Copies:** copies of the Data selected to be sent to a nominated delivery address.

**Qualifier Code:** as described in the User Guide.

**User Guide:** the guide Lloyds Bank provides in support of the Entry Collection Service from time-to-time.

1.2 The Entry Collection Service is available to Customers of Lloyds Bank who have a UK designated business bank account. In the event the Customer’s relationship with Lloyds Bank terminates this Agreement will automatically come to an end.

**2 Entry Collection Service**

2.1 A Customer who requires Paper Copies will receive the Data in accordance with the Entry Collection Service Registration Form. A Customer who requires electronic copies of its Data will be able to use the Entry Collection Service once a Mailbox has been set up in the Customer’s name by Lloyds Bank and its Agent. The Agent will provide the Customer with the Mailbox, access software, installation support and a telephone helpdesk.

2.2 In order to set up a Mailbox, the Customer will be required to load installation software supplied by the Agent onto its own appropriate equipment. The Customer acknowledges and agrees that it does so at its own risk.

2.3 As part of the set up of the Mailbox the Agent will test the link between the Customer’s equipment and IBM to ensure that the Customer has suitable equipment for use of the Entry Collection Service. In the event that the Customer cannot make appropriate use of the Entry Collection Service no Charge will be made for the unsuccessful setting up of the Mailbox.

**3 Customers of Lloyds Bank International Limited**

3.1 If the bank that holds the account which the Customer accesses via the Entry Collection Service and which has contracted to provide the Entry Collection Service is Lloyds Bank International Limited the Customer acknowledges that Lloyds Bank plc will fulfil all performance obligations in respect of the Entry Collection Service on its behalf and that accordingly all instructions and communications from the Customer and any others acting on its behalf in connection with the use of the Entry Collection Service must be directed to Lloyds Bank plc.

3.2 The Customer agrees that its contractual relationship in connection with the supply of the Entry Collection Service will be with Lloyds Bank International Limited.

3.3 Lloyds Bank plc may require the disclosure by Lloyds Bank International Limited of information related to the account (including information stored on its database). The Customer authorises Lloyds Bank International Limited to disclose all such information as may be requested by Lloyds Bank plc in pursuance of the supply of the Entry Collection Service to the Customer.

3.4 In any case where the Customer has given Lloyds Bank International Limited information about individuals the Customer represents and confirms that those individuals have appointed the Customer to act for them to consent to the processing of their personal data for the purposes of the performance of this Agreement and to the transfer of that information abroad and to receive any data protection notices on their behalf.

**4 Use of Entry Collection Service**

4.1 Lloyds Bank shall arrange for the Data to be delivered to the Customer in accordance with the frequency of delivery and format selected in the Entry Collection Service Registration Form.

4.2 Access to the Customer’s Mailbox is restricted to a named individual selected when the Mailbox is set up.

4.3 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 Lloyds Bank provided that no changes to the Data selected have taken place during that period.

4.4 Lloyds Bank 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 Registration 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 The Customer agrees to pay to Lloyds Bank the Charges, Lloyds Bank will invoice the Customer each month for the Charges and the Customer authorises Lloyds Bank to debit the charges shown on the invoice from the account identified on the Entry Collection Service Registration form and where applicable the Customer will set up a Direct Debit Authority in favour of Lloyds Bank. Lloyds Bank 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 to Lloyds Bank (in Clause 5.1) to debit the Charges from the said account is cancelled or if no new Direct Debit authority is being set up (where applicable) Lloyds Bank shall be entitled to cease providing the Entry Collection Service to the Customer or terminate this Agreement.

5.3 If the charges are not paid by the due dates, Lloyds Bank will be entitled to charge interest on the amount still outstanding. (This right applies after – as well as up to – the date of any formal demand or court judgment). The interest rate will be 8% per annum. Any interest that is unpaid will be compounded once a month.

5.4 The Customer shall be responsible for subscribing to the Mailbox service at its cost. The Mailbox Agent will invoice the Customer direct in respect of its subscription to the Mailbox service, as specified within the Agents Terms and Conditions.

5.5 The Charges do not include:

5.5.1 VAT; or

5.5.2 any other taxes or duties payable in connection with banking services the Customer asks Lloyds Bank to supply via the Entry Collection Service; or

5.5.3 any other taxes or duties payable in connection with the supply and use of the Entry Collection Service (except those that are attributable to Lloyds Bank's profits).

The Customer will be responsible for paying any applicable taxes and duties at the applicable rate – and in the way – laid down by law.

5.6 Lloyds Bank may change its Charges at any time. If Lloyds Bank increases the Charges or introduces a new charge, Lloyds Bank will give the Customer at least 30 days' written notice before the increase or new charge takes effect. At any time up to 60 days from the date of the notification, the Customer may without notice terminate this Agreement without having to pay extra charges or interest for doing this.

5.7 To avoid any doubt, please note that the word Charges as used in this Agreement only applies to Lloyds Bank and the Agent's charges for providing the Entry Collection Service.

## 6 Warranties and Undertakings

6.1 Each party warrants and represents that to the best of its knowledge, information and belief it has all the rights to enable it to enter into this Agreement and to perform its obligations under this Agreement without infringing the rights of any third party.

6.2 The Customer warrants and represents that the information provided by the Customer in the Entry Collection Service Registration Form is accurate, complete and up to date.

6.3 Other than the warranties expressly stated above, Lloyds Bank makes no express or implied warranties relating to the Entry Collection Service or any other deliverables or activities arising out of or connected to this Agreement including, but not limited to, warranties of merchantability, satisfactory quality or fitness for purpose.

6.4 The Customer agrees and acknowledges that:

6.4.1 Lloyds Bank and its sub-contractors shall have the right to monitor the usage by the Customer of the Entry Collection Service for the purposes of providing the Entry Collection Service, billing, ensuring that the Customer complies with its obligations under the Agreement, identifying products and services which might be suitable for the Customer and updating its records about the Customer.

6.4.2 Lloyds Bank has a right to suspend the Entry Collection Service at any time without notice to the Customer due to reasons beyond the reasonable control of Lloyds Bank or if Lloyds Bank considers that the Entry Collection Service is in any way being abused.

## 7 Security

7.1 The Customer accepts that Lloyds Bank uses a very high level of encryption which may be illegal in jurisdictions outside of the UK, Jersey, Guernsey and Isle of Man (Permitted Jurisdictions). It is the Customer's responsibility to ensure that, if outside the Permitted Jurisdictions, its ability to use the Entry Collection Service is permitted by local law and Lloyds Bank shall not be liable for any loss or damage suffered by the Customer as a result of not being able to use, or being prosecuted for using, the Entry Collection Service in these jurisdictions.

7.2 The Customer shall have access to its Mailbox in accordance with the instructions it gives the Agent when the Mailbox is set up.

## 8 Confidentiality

8.1 The Customer agrees to take reasonable precautions to maintain in confidence any material or information disclosed by Lloyds Bank to the Customer related to the Entry Collection Service whether in tangible or intangible form and shall not disclose the same to any third party or use the same except in pursuance of this Agreement.

8.2 Lloyds Bank will take reasonable precautions to ensure that information related to the business or affairs of the Customer which become known to Lloyds Bank is maintained in confidence and not disclosed to third parties except that nothing herein shall prevent Lloyds Bank from disclosing any such information to third parties including its subcontractors, agents or other members of the Lloyds Banking Group where Lloyds Bank reasonably considers such disclosure to be necessary in pursuance of the supply of the Entry Collection Service or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction. The foregoing obligation of confidence shall not apply if the information:

8.2.1 is public knowledge other than as a result of a breach of this clause;

8.2.2 has been independently acquired from a third party without restriction on disclosure; or

8.2.3 is required to be disclosed by reason of law, regulation or for the purposes of litigation by or against either party.

8.3 Each party undertakes to the other to take all steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agents and subcontractors.

## 9 Limitation of liability

9.1 Lloyds Bank shall not be liable for any loss, damage, injury, interruption, delay or non-performance arising out of:

9.1.1 causes beyond Lloyds Bank's control, including: fire, storm, flood or acts of God; or strikes or other labour disputes (even if they involve Lloyds Bank's employees); or explosion, war, riot or other civil disturbance; or any intervention by government or other authority; or the failure or fluctuation of any power supply; or

9.1.2 the use by the Customer of software, which may compromise the security and control of access to the Entry Collection Service from the Customer's computers;

9.1.3 use of the Entry Collection Service in a way or for a purpose not recommended, authorised or intended by Lloyds Bank; or in contravention of any law or regulation.

9.2 Lloyds Bank shall not be liable for any consequential or indirect losses, loss of profits, loss of business, loss of goodwill or any form of special damages whatsoever and howsoever arising and whether such liability was reasonably foreseeable or not and whether or not Lloyds Bank has been advised of the possibility of such loss being incurred.

9.3 Notwithstanding any other provision of this Agreement, Lloyds Bank shall not be liable for any loss, damage, injury, interruption, delay, loss of data or non-performance howsoever caused or arising save to the extent that the same is caused directly by the fraud, breach of this Agreement or negligence of Lloyds Bank, its servants or agents provided that in the case of claims arising from breach of this Agreement or negligence, the total aggregate liability of Lloyds Bank to the Customer arising out of or in connection with the performance or contemplated performance of this Agreement in any period of 12 calendar months (or such lesser period as this Agreement 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 the Customer to Lloyds Bank in respect of the Entry Collection Service during that period.

9.4 The Customer hereby agrees to indemnify Lloyds Bank against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by Lloyds Bank by reason directly or indirectly of: (a) the Customer's employees, servants, agents or representatives negligence or failure to act in accordance with the User Guide, or the terms of this Agreement; or (b) Lloyds Bank acting in accordance with the terms of this Agreement.

## 10 Termination

10.1 This Agreement may be terminated with immediate effect by notice in writing by either party if the other commits a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of receipt of a written request to remedy the same.

10.2 This Agreement may be terminated in accordance with Clause 13.2 below.

10.3 Either party may terminate this Agreement by giving 30 days' notice in writing to the other party.

10.4 Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect any provision, which is intended to apply after such termination.

## 11 Event of Force Majeure

11.1 Neither party shall be liable for any breach of its obligations under this Agreement resulting from an Event of Force Majeure.

11.2 Each party agrees to notify the other as soon as practicable upon becoming aware of an Event of Force Majeure to which Clause 11.1 applies, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

11.3 If any Event of Force Majeure subsists for a period of 30 days or more, each party may by giving written notice to the other, terminate this Agreement with immediate effect.

**12 Data protection**

- 12.1 All personal data provided by the Customer shall only be used in relation to the provision of the Entry Collection Service by Lloyds Bank and the Agent to the Customer. The Customer shall ensure that any of its employees in respect of whom data is provided to Lloyds Bank by the Customer, have consented to such use.
- 12.2 The Customer shall comply with all relevant data protection and privacy laws applicable to the use by the Customer of the Entry Collection Service.

**13 Changes**

- 13.1 Without prejudice to the provisions of Clause 5.6 above Lloyds Bank may at its discretion make changes to the terms and conditions of this Agreement, including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions, to take account of reorganisations within the Lloyds Banking Group, to change the scope of the Entry Collection Service, to improve security or to take account of changes in its systems or rules applicable thereto. Changes will be notified to the Customer in writing, by post or by e-mail and in either case may direct the Customer to the Commercial Banking website where details of the change are posted.
- 13.2 If a change referred to in Clause 13.1 above is to the Customer's disadvantage Lloyds Bank will give the Customer 30 days' prior notice in writing of the change. The Customer may, by notice in writing to Lloyds Bank to be received by Lloyds Bank no later than 60 days after the date of Lloyds Bank's notice as aforesaid, terminate this Agreement with immediate effect without additional charge. If a change is not to the Customer's disadvantage the change shall take immediate effect provided that Lloyds Bank shall notify the Customer of the relevant details within 30 days. If Lloyds Bank has made a major change or a large number of minor changes in any one year, Lloyds Bank will send to the Customer a copy of the new terms and conditions or a summary of the changes or direct the Customer to the Commercial Banking website where the latest terms and conditions and/or a summary of the changes are posted.
- 13.3 Copies of the latest documents comprising this Agreement and all other documents and material referred to herein are available to the Customer on request from the Customer's Relationship Manager and at [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com).

**14 General Provisions**

- 14.1 The Customer acknowledges that Lloyds Bank may sub-contract any one or more of its activities under this Agreement to any one or more of Lloyds Bank's sub-contractors.
- 14.2 The failure of either party to enforce (or delay in enforcing) any term of this Agreement shall not be regarded as a waiver of such rights and shall not prevent either party from subsequently enforcing such rights that it has under this Agreement.
- 14.3 Any notice to be given under this Agreement shall be delivered to, where Lloyds Bank is the receiving party, Lloyds Bank plc, PO Box 72, Bailey Drive, Gillingham Business Park, Gillingham, Kent ME8 0LS and where the Customer is the receiving party, to the Customer's nominated correspondence address. Any notices containing any confidential information shall be delivered or sent by first class post to the Customer's registered or principal office.

- 14.4 In the event the Customer's address changes the Customer will also notify the Agent in writing within 14 days.
- 14.5 This Agreement sets out the entire agreement and understanding of Lloyds Bank and the Customer and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.
- 14.6 If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement that shall remain in full force and effect.
- 14.7 If there are two or more persons comprised in the expression the "Customer" then the undertakings and liabilities of the Customer under this Agreement shall be joint and several undertakings and liabilities of each of them and shall be construed accordingly and reference herein to Customer shall mean any one or more of them.
- 14.8 If the Customer is a partnership then this Agreement shall continue in full force and effect and continue to bind each of the partners comprising the Customer notwithstanding any change in the name, style or constitution of the Customer whether by the death or retirement of a partner or partners in the Customer or the introduction of a new partner or partners into the Customer or otherwise.
- 14.9 This Agreement may not be assigned by the Customer without the prior written consent of Lloyds Bank, which shall not be unreasonably withheld or delayed. Lloyds Bank shall have the right to assign, transfer or novate this Agreement to any third party on providing the Customer with 30 days' notice.
- 14.10 This Agreement shall not give any third party, with the exception of the Agent, any enforceable right of action or benefit and the Contracts (Rights of Third Parties) Act 1999 is therefore hereby excluded.
- 14.11 This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.
- 14.12 Lloyds Bank may record or monitor phone calls with the Customer in case Lloyds Bank needs to check that it has carried out the Customer's instructions correctly and to help improve Lloyds Bank's quality of service.
- 14.13 Copies of the latest version of the Terms and Conditions are available to the Customer upon request from the Customer's Relationship Manager and/or at: [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com)

**15 Complaints**

Lloyds Bank aims to provide the highest level of service but if the Customer should experience any problem Lloyds Bank will always seek to resolve this as quickly and efficiently as possible. A copy of the leaflet entitled "How to voice your concerns" may be obtained from the Customer's Relationship Manager. Lloyds Bank's complaint procedures may be found at [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com).

[www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com)

**Please contact us if you would like this in Braille, large print or on audio tape.**

We accept calls via Text Relay

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve the quality of our service.

Lloyds Bank plc Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, no. 2065.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.

Lloyds Bank International Limited. Registered Office and principal place of business: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029.

Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending.

The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission and registered with the Insurance and Pensions Authority in respect of General Business.

The Guernsey branch of Lloyds Bank International Limited is licensed to conduct banking, investment and insurance intermediary business by the Guernsey Financial Services Commission under the Banking Supervision (Bailiwick of Guernsey) Law 1994, the Protection of Investors (Bailiwick of Guernsey) Law 1987 and the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your Relationship Manager or any of our offices.

You can also find details on our website at [www.lloydsbankcommercial.com/contactus/](http://www.lloydsbankcommercial.com/contactus/)