

### Lloyds Bank Business Travel Solution Card Terms and Conditions

We have inserted a number of headings into these terms and conditions in order to make them easier to read. The headings are not intended to affect the way that the terms and conditions are interpreted.

#### 1 Definitions and interpretation

1.1 Where the words set out below are used with capital letters in these terms and conditions, they mean as follows:

**Agreement:** the agreement between the Bank and the Business under these terms and conditions and any other documents relating to the operation of the BTS Details signed between the Bank and the Business or notified by the Bank to the Business in accordance with these terms and conditions.

**Authorisation:** as defined in the rules of any Payment Scheme.

**Bank, we or us:** Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).

**Billing Cycle:** the period of about one month between Statements.

**BTS Details:** the 16 digit number (including any renewal or replacement number) issued to a Nominated Travel Administrator under the Agreement that identifies the Business Account and is required to make Transactions.

**Business, you or your:** the Bank's customer and the business in whose name the Business Account is maintained by the Bank. Where the Business consists of two or more persons, this definition means all or any of them and their liability will be joint and several.

**Business Account:** the control account that governs the Services provided to the Business, (specifying the Scheme Limit and Nominated Travel Administrator Limits), opened and maintained by the Bank in the name of the Business.

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

**Charges:** charges applicable to the Services which are agreed with the Business at the start of the Agreement (as may be varied from time to time pursuant to clause 8.2). Details of charges can be found at <http://www.lloydsbankcommercial.com/terms-and-conditions/cash-management/card-services/> or are as otherwise notified to you in writing from time to time in accordance with the Agreement.

**Charity:** any body whose annual income, at the date of entering into the Agreement, is less than £1 million and is:

- (i) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- (ii) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- (iii) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

**Conditions of Use:** the conditions for the Nominated Travel Administrator's use of the BTS Details (as amended from time to time) which can be found on the Website.

#### Insolvent:

- (i) if you are an individual, where you or any other person takes (or threatens to take) any step in connection with:
  - your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
  - the making of any composition, compromise, assignment or arrangement with any of your creditors;
  - the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
  - the appointment of a receiver in respect of you under the Mental Health Act 1983;
  - the appointment of any other, receiver or manager of any of your assets;
  - any analogous procedure in any jurisdiction;
  - you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
  - you cease or threaten to cease to carry on business;
- (ii) if you are a company, partnership, limited partnership or limited liability partnership, where you (or any other person) takes (or threatens to take) any step in connection with:

- any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
- the making of any composition, compromise, assignment or arrangement with any of your creditors;
- the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
- the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
- the appointment of a receiver or any similar officer in respect of you or any of your assets;
- any analogous procedure in any jurisdiction;
- you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities); or
- you cease or threaten to cease to carry on business.

**Liability:** liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including (without limitation) arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Agreement, in each case howsoever caused including (without limitation) if caused by negligence.

**Lloyds Banking Group:** Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

**Micro-Enterprise:** an enterprise which, at the date of entering into the Agreement, employs fewer than ten (10) persons and its annual turnover and/or annual balance sheet total does not exceed two (2) million euro.

**Nominated Travel Administrator Application:** the application to the Bank used by the Business to appoint a Nominated Travel Administrator.

**Nominated Travel Administrator:** the Travel Administrator(s) nominated by the Business from time to time who will carry out the functions set out or referred to in the Agreement.

**Nominated Travel Administrator Limit:** the sums approved by the Bank as the maximum amounts of spending permitted for the Nominated Travel Administrator during a Billing Cycle (including, without limitation, any Transactions not yet debited and any Authorisations given in respect of prospective Transactions. A Nominated Travel Administrator Limit cannot exceed the Scheme Limit.

**Non Sterling Transactions:** any transactions performed by the Business in a currency other than sterling.

**OCMS:** the internet based BTS Details enquiry and maintenance service provided in respect of the BTS Details.

**OCMS Conditions of Use:** the conditions of use applicable to the use of OCMS which are accessed and agreed when a Nominated Travel Administrator enrolls for the service via the website.

**Payment Account:** the account nominated by the Business for payment of Transactions and Charges under clause 5.

**Payment Scheme:** Visa or MasterCard (as applicable).

**Payment Scheme Exchange Rate:** the foreign exchange wholesale rate set by the Payment Scheme and applied to Non Sterling Transactions to convert them to the currency of the Business Account, which can be found at <http://www.visaeurope.com/making-payments/exchange-rates> or [www.mastercard.com/global/currencyconversion/](http://www.mastercard.com/global/currencyconversion/) (as applicable).

**Payment Services Regulations:** the Payment Services Regulations 2009 (S.I. 2009/209).

**Scheme Limit:** the sum specified (in writing) from time to time by the Bank, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Transactions not yet debited and any Authorisations given in respect of prospective Transactions) permitted per Billing Cycle by the Business on the Business Account.

**Services:** the facilities to be provided by the Bank under the Agreement, together with any other services associated with the BTS Details that the Bank or any other member of Lloyds Banking Group may make available from time to time.

**Statement:** a statement of the Business Account setting out a record of all Transactions and Charges that were not included on previous statements.

**Supplier:** the travel management company ("TMC") that agrees, by arrangement with the Bank and/or the Payment Scheme, to accept the BTS Details as payment for travel and entertainment, goods and/or services.

**Transaction:** any payment made by use of the BTS Details that is debited to the Business Account.

**Travel Administrator:** any employee, contractor or agent of the Business authorised by the Business from time to time to use the BTS Details to make Transactions. In the interests of clarity, Travel Administrator includes the Nominated Travel Administrator.

**Website:** the website and associated services of the Bank appearing at [www.lloydsbankcommercial.com](http://www.lloydsbankcommercial.com) or any other URL as the Bank may notify to you from time to time.

- 1.2 In these terms and conditions, when we refer to a statute or statutory provision, this includes any subordinate legislation made under it and any modifications, amendments, extensions, consolidations, re-enactments and/or replacements of that statute, statutory provision and/or subordinate legislation which are in force from time to time.

## 2 Term

The Agreement will continue indefinitely until you or we end it in accordance with the terms of the Agreement.

## 3 Use of the BTS Details

- 3.1 A Nominated Travel Administrator may use the BTS Details provided by the Business to purchase travel and entertainment, goods and/or services through the Supplier only. Transaction requests may be made by Nominated Travel Administrators via mail, online or telephone, as detailed by the Supplier.
- 3.2 The Business should distribute the Nominated Travel Administrator Applications to those employees, contractors or agents that it wishes to have access to the Services on its behalf.
- 3.3 The Business will procure that the Nominated Travel Administrator sends these on to the Bank as soon as reasonably practicable.
- 3.4 The Business will ensure that:
- 3.4.1 each Nominated Travel Administrator is informed of and complies with the Conditions of Use for use of the BTS Details at all times;
- 3.4.2 any change to the Nominated Travel Administrator will be notified in writing to the Bank by an authorised signatory of the Business;
- 3.4.3 each Nominated Travel Administrator is a fit and proper person at all times;
- 3.4.4 each Nominated Travel Administrator follows such security and other procedures as the Bank stipulates for use of the BTS Details at all times (including, without limitation, those set out in clause 3.6); and
- 3.4.5 no Nominated Travel Administrator is under any liability to make any payment and no representation or statement is made by the Business or any of its employees, contractors or agents (including the Nominated Travel Administrator) which purports to impose liability on any Nominated Travel Administrator for the making of any such payment.
- 3.5 You must use, and you must ensure that any Nominated Travel Administrator uses, the BTS Details provided by us in accordance with any instructions that we give to you and you must take, and you must ensure that any Nominated Travel Administrator takes, all reasonable steps to keep them safe.
- 3.6 You must take, and you must ensure that any Nominated Travel Administrator takes, the following steps:
- 3.6.1 do not give or disclose details relating to the Business Account to anyone else or allow anyone else to use them;
- 3.6.2 do not give or disclose the BTS Details to anyone else or allow anyone else to use them;
- 3.6.3 store all information relating to the BTS Details and the Business Account safely and dispose of any information securely and permanently; and
- 3.6.4 inform us as soon as possible if you do not receive a Statement or any other financial information that you or a Nominated Travel Administrator is expecting to receive from us.
- 3.7 If any Nominated Travel Administrator leaves the employment of the Business, and/or ceases to be an employee, contractor or agent of the Business, or on the death of a Nominated Travel Administrator:
- 3.7.1 the Business must inform the Bank (on the form the Bank provides) within seven Business Days of this happening;
- 3.7.2 the Business' obligations under the Agreement will continue in full force;
- 3.7.3 the Business will remain liable to the Bank for all Transactions and Charges payable until payment is made in full of the amount outstanding including, without limitation, any new Transaction(s) made before the BTS Details are destroyed; and
- 3.7.4 the Bank may cancel the existing BTS details and issue new BTS Details to the Business.
- 3.8 The BTS Details may only be used within the Nominated Travel Administrator Limit. In deciding whether or not this has been exceeded, the Bank will take into consideration the amount of any Transaction not yet debited and any Authorisation the Bank has given in respect of prospective Transactions.
- 3.9 All Non Sterling Transactions will be converted to the currency of the Business Account and debited to the Business Account. All Non Sterling Transactions will be converted to the Business Account currency at the Payment Scheme Exchange Rate which is applicable on the day the Transaction is debited to the Business Account which may be after the day the Transaction is carried out. The Non Sterling Transaction fee of 2.75% (which may be amended from time to time in accordance with clause 14) is added to the converted Business Account currency amount and this fee and the converted Business Account currency amount will be shown on the Statement.
- 3.10 The Business undertakes to ensure that the BTS Details are not used in a manner prohibited by law and, in the case of a Business which is a body corporate, the provisions of Part 10 Section 197 of the Companies Act 2006.
- 3.11 In the event no other Nominated Travel Administrator is appointed or available, the Nominated Travel Administrator may apply for and authorise BTS Details on one occasion without further authority.
- 3.12 The Business (via the Nominated Travel Administrator) may request an increase in the Scheme Limit by contacting their relationship manager and completing the form provided by the Bank. All requests will be subject to the Bank's usual credit review and approval process.
- 3.13 When the Business makes a request under clause 3.12 the Business will advise the Bank of any change it proposes to a Nominated Travel Administrator Limit which the Bank, subject to clause 3.14, will confirm and put into effect. The Business will advise the Nominated Travel Administrator of the change in the Nominated Travel Administrator Limit, together with the date notified by the Bank of when the change will take effect.
- 3.14 A Nominated Travel Administrator Limit cannot be increased by the Business if it would result in the Nominated Travel Administrator Limit exceeding the Scheme Limit.
- 3.15 The Business will ensure that the BTS Details must not be used for any illegal purpose or outside the expiry period of the BTS Details or if the Bank has cancelled or suspended the BTS Details.
- 3.16 The Bank may from time to time issue Nominated Travel Administrators with additional security codes or require them to comply with additional security measures for the Authorisation of payments made via the Supplier's website. Where the Bank does so, the Bank will send details to the Nominated Travel Administrator together with any applicable additional terms and conditions. The Business will ensure that each Nominated Travel Administrator uses any additional security codes or complies with any additional security measures issued or required by the Bank under this clause in accordance with any applicable additional terms and conditions.
- 3.17 We will treat a payment instruction requesting that we execute a payment to have been received by us at the time that it is actually received by us, unless we are instructed to carry out a Transaction on a future date or a series of recurring Transactions on future dates.
- 3.18 If we are instructed to carry out a Transaction on a future date or a series of recurring Transactions on future dates, we will treat the date that we are required to carry out the Transaction as the date that we receive the payment instruction (this is known as the date of deemed receipt).
- 3.19 If we receive (or are deemed to receive) any payment instruction after the cut-off time on any Business Day or on a day which is not a Business Day, we will treat that payment instruction to have been received by us on the next Business Day. You can find our payment cut-off times on our Website.
- 3.20 Once the BTS Details have been provided to you, each time a request for travel, entertainment, goods and/or services is made on the Supplier's travel booking system we will regard that Transaction as being authorised by the Business.
- 3.21 Once a Transaction is regarded as authorised by the Business and a Nominated Travel Administrator in accordance with clause 3.20, such authorisation can only be withdrawn where we have been instructed to:
- 3.21.1 carry out a Transaction on a future date; or
- 3.21.2 carry out a series of recurring Transactions,
- in which case, a Transaction can be cancelled by the Business or the Nominated Travel Administrator telling the Supplier, the other party that the Nominated Travel Administrator has made the arrangement with or us, provided that the Business or the Nominated Travel Administrator gives notice no later than the end of the Business Day on the day before the relevant Transaction is due to be made.
- 3.22 If you and/or a Nominated Travel Administrator withdraws authorisation in relation to a series of recurring Transactions, we will treat this as you and/or the Nominated Travel Administrator (as applicable) withdrawing authorisation for all future Transactions in the series, unless you and/or the Nominated Travel Administrator notify us otherwise.
- 3.23 Once the Business or the Nominated Travel Administrator has notified us that they withdraw authorisation for a Transaction, we will not carry out the relevant Transaction(s). However, it is your responsibility to notify the Supplier and we will not be responsible for any loss or damage that you may suffer if you fail to do so.
- 3.24 We may ask for clarification of which Transaction the Business or the Nominated Travel Administrator is stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Transactions made pursuant to that arrangement as unauthorised. You will also need to tell the Supplier if your account is closed or the BTS Details change otherwise they may not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.

- 3.25 A Supplier may contact the Bank or an agent acting for the Bank for Authorisation in respect of a Transaction that the Nominated Travel Administrator wants to make. Therefore there may be a delay before the Supplier processes a Transaction, and the Nominated Travel Administrator might not always be able to make a Transaction straight away, or at all.
- 3.26 If Authorisation is given, that Transaction will immediately reduce the total amount that can be drawn within the relevant Nominated Travel Administrator Limit and the Scheme Limit.
- 3.27 The Authorisation of a Transaction referred to in clause 3.25 can include authorising any single Transaction, a series of recurring Transactions or pre-authorising a future Transaction of a certain or uncertain amount.
- 3.28 We will act on payment instructions requesting that we execute a payment so that the amount to be transferred from the Business Account reaches the beneficiary's bank or other financial institution no later than:
- 3.28.1 for payments in sterling to be made to a financial institution in the UK, the end of the next Business Day following receipt or deemed receipt of the instructions;
- 3.28.2 for payments in euro to be made to a financial institution in the EEA, the end of the next Business Day following receipt or deemed receipt of the instructions; and
- 3.28.3 for payments in EEA currencies other than euro to be made to a financial institution in the EEA (but not including payments in sterling to be made to a financial institution in the UK), the end of the fourth Business Day following receipt or deemed receipt of the instructions.
- 3.29 For payments to be made to a financial institution outside of the EEA or for payments in currencies other than EEA currencies, you agree that the timescales set out in clause 3.28 do not apply to such payments. Please contact your relationship manager for details of how long it will take for the payment to be processed.
- 3.30 The Bank has the right to decline to process or delay processing any Transaction, and the Bank will not have any responsibility to you for any loss or damage that you may suffer as a result, if:
- 3.30.1 you are in breach of the Agreement;
- 3.30.2 the Transaction would exceed the relevant Nominated Travel Administrator Limit or the Scheme Limit;
- 3.30.3 the terms of the account held by the beneficiary of the payment prevent completion of the Transaction;
- 3.30.4 the Transaction seems unusual when considering the way that the Business Account is normally used or we reasonably believe a Transaction may be fraudulent;
- 3.30.5 by processing the Transaction, we would infringe any law, regulation or the rules of the payment system under which the Business Account is issued or any industry good practice;
- 3.30.6 not acting on the instruction to process the Transaction or delaying to act on the instruction would assist us with complying with applicable money laundering laws or regulations;
- 3.30.7 we consider that the instruction to process the Transaction is inaccurate or requires further explanation;
- 3.30.8 by acting upon the instruction to process the Transaction, it would breach the Agreement or any operating limits relating to the Agreement;
- 3.30.9 the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place);
- 3.30.10 despite all efforts, we are unable to make the payment within the timescales specified in clause 3.28; and/or
- 3.30.11 any of the circumstances in clause 12.2 occur.
- 3.31 If we have declined to process a Transaction, we will provide and/or make available to you on request details of the reason(s) for the refusal as soon as is practicable and at the latest within the timescales set out in clause 3.28, unless the law prevents us from doing so or it would undermine our security measures. We will also include details of how to correct any errors which led to our refusal, if appropriate. To request this information, please contact our customer services centre by telephone on 0800 096 4496 (if abroad +44 1908 544059).
- 4 OCMS**
- 4.1 We grant the Business the non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by the Nominated Travel Administrator subject to the Agreement and the OCMS Conditions of Use.
- 4.2 To access OCMS each Nominated Travel Administrator must agree to the online OCMS Conditions of Use. Upon enrolling for OCMS a Nominated Travel Administrator must choose a user identification and a password. The Business agrees that it will not, and will ensure that all Travel Administrators will not, engage in any unacceptable use of OCMS, including, without limitation, the activities set out in clause 4.5.
- 4.3 The OCMS may contain inaccuracies and typographical errors and the Business acknowledges and agrees that OCMS, any related service and any information provided pursuant to OCMS, will be provided on an "as is" and "as available" basis. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 4.4 The Business will ensure that the Nominated Travel Administrator:
- 4.4.1 comply with any user guide and/or other instructions issued by the Bank in connection with the access to and use of OCMS;
- 4.4.2 ensure that personal and other data provided to the Bank are properly maintained, accurate and up to date;
- 4.4.3 comply with all applicable security procedures and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that a breach of security has taken place; and
- 4.4.4 set up and maintain adequate security measures to safeguard the use of OCMS from unauthorised persons.
- 4.5 The Business will ensure that only the Nominated Travel Administrator is permitted access to OCMS and that each of them complies with the OCMS Conditions of Use. The Business will ensure that the Nominated Travel Administrator will not:
- 4.5.1 monitor, copy, print out or otherwise reproduce OCMS or any part thereof (except as expressly permitted hereunder);
- 4.5.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of OCMS or create any derivative work or product based on OCMS or use OCMS for the creation of new applications of any kind or for the creation of other products or service offerings;
- 4.5.3 use OCMS other than for the Business' business purposes;
- 4.5.4 create a false identity or otherwise attempt to mislead any person as to their identity or the origin of any application transmitted through OCMS;
- 4.5.5 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on OCMS or any material supplied by us under the Agreement or any copies thereof whether in the form of user guides or otherwise;
- 4.5.6 use accounts, account numbers or attempt to authorise transactions through accounts for which they do not have full authority to conduct such activities;
- 4.5.7 disseminate or transmit any material or messages that do not pertain to the use of OCMS or that contain anything that is obscene, defamatory, harassing, offensive or malicious;
- 4.5.8 disseminate or transmit files, graphics, software or other material that actually or potentially infringes the intellectual property rights of any person or entity;
- 4.5.9 access or use any part of OCMS in respect of which the Bank has not granted express permission or interfere with or disrupt any information or accounts held on OCMS;
- 4.5.10 use or permit any third party to use OCMS in contravention of any applicable law or regulation, including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 4.5.11 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of OCMS or compromise the security and control of access to OCMS by the Business or any other person;
- 4.5.12 create or permit to be created any links to or from any website to any part of OCMS or cause OCMS to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 4.5.13 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt OCMS or any network connected thereto; or
- 4.5.14 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of OCMS for third party use, third party training, time sharing, use as an application service provider or service bureau use.
- 4.6 The Business acknowledges that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to OCMS and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in the Agreement gives the Business or any Nominated Travel Administrator any right, title or interest in any such intellectual property.
- 4.7 The Business will access OCMS at its own cost through its own service provider using its own equipment and will at all times be responsible for ensuring that it is compatible with the relevant requirements for access to and the use of OCMS. The Business acknowledges that its systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect of their operation. The Business is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via OCMS or otherwise and the Bank will not be liable for any loss or damage caused thereby.
- 4.8 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 4.9 The Bank gives no warranty or assurance with respect to OCMS and all implied warranties are excluded to the maximum extent permitted by law.
- 4.10 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via OCMS the Bank does not warrant that any such information will be fully protected from unauthorised access.

- 4.11 The Bank will use reasonable efforts to enable access to OCMS on a 24/7 basis but does not warrant that the use of OCMS will be uninterrupted whether for scheduled maintenance or otherwise and the Bank will not be liable for the Business' inability to use OCMS howsoever this arises.
- 4.12 The Bank may modify OCMS, suspend the availability or provision of OCMS or terminate your use of OCMS at any time on reasonable grounds relating to:
- 4.12.1 maintenance or enhancement;
  - 4.12.2 breach of security or breach by the Business of any of its obligations hereunder;
  - 4.12.3 the Business' failure to agree to any changes to the terms of use relating to OCMS; or
  - 4.12.4 the Business' use, or attempted use, of OCMS, in any unauthorised manner, and whenever practicable the Bank will notify the Nominated Travel Administrator accordingly.
- 4.13 The Bank may at its discretion delay or decline to update on OCMS any transmitted information which it considers to be unacceptable for any reason, including, without limitation, suspected unauthorised access or fraud.
- 4.14 Unless terminated earlier by the Bank, the rights of access to OCMS will cease on termination of the Agreement and the Business will ensure that OCMS and each part thereof is deleted from all electronic media, including, without limitation, intranet and electronic storage devices operated for and on behalf of the Business.
- 4.15 Subject to clause 18, the Business will indemnify the Bank against all losses, costs, claim, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Business or a Travel Administrator or the unauthorised use of OCMS or any failure on the part of the Business (including, without limitation, any Nominated Travel Administrator) to comply with their respective obligations under the Agreement and any other reasonable instructions issued by the Bank from time to time.
- 5 Statements and Repayment**
- 5.1 If there have been any Transactions or Charges in any Billing Cycle on the Business Account, and/or the balance of the Business Account is greater than zero, the Bank will prepare a Statement and provide it or make it available to the Business (and Nominated Travel Administrator if applicable).
- 5.2 You agree that the following information may be provided in the Statements that we provide or make available to you in a Billing Cycle. If your Billing Cycle is greater than monthly, in relation to any Transaction you can request and we will provide to you the following information by post, by e-mail or by other agreed manner and there may be a charge associated with this service where this information is requested more than once a month:
- 5.2.1 a reference enabling you to identify the Transaction;
  - 5.2.2 where appropriate, information that we have received relating to the beneficiary of the payment;
  - 5.2.3 the amount of the Transaction in the currency in which the relevant account was debited or in the currency used for the payment order;
  - 5.2.4 the amount of any charges for the Transaction and, where applicable, a breakdown of those charges, and/or any interest payable by you;
  - 5.2.5 where applicable, the exchange rate used in relation to the Transaction and the amount of the Transaction after the currency conversion; and
  - 5.2.6 the debit value date or the date of receipt of the Transaction.
- 5.3 A Statement will constitute a proper demand for payment. The Business (not the Nominated Travel Administrator) is liable to make payment of the full amount outstanding on each Statement from the Payment Account even where a Statement is not received by the Business or the files of the Bank and the Business do not match as indicated in the Statement. The Bank accepts no liability for the completeness or accuracy of any data contained in the Statement.
- 5.4 The Business will nominate one of its accounts held with the Bank or any other bank at which the Business holds an account in the United Kingdom acceptable to the Bank, as the Payment Account on the form provided by the Bank at the time of entering into the Agreement.
- 5.5 Payment will take place by direct debit and will occur no sooner than 14 and no later than 30 calendar days from the date of the Statement. The Bank will debit the amount of all such Transactions and Charges to the Payment Account. The Business will be liable to pay the Bank all amounts so debited and all Charges at the times set out in the Agreement.
- 5.6 We recommend that you check your Statement regularly. If there is an entry which seems to be wrong the Business should tell us in accordance with clause 11.2. Delay in notification may make correcting the error difficult. If we need to investigate a Transaction on any account the Business and the Nominated Travel Administrator should co-operate with us and the police, if we need to involve them.
- 5.7 In addition to your other payment obligations, the Business must repay the Bank the amount of any excess over the Scheme Limit, any arrears and any Transactions made in breach of the Agreement, on demand.
- 5.8 All payments will only take effect when debited to the Payment Account and may be applied against Transactions and Charges in such order as we may decide from time to time.
- 5.9 Payments reduce balances on the Business Account in the following order: late payment fee; Transaction fee; old balances; new balances.
- 5.10 Notwithstanding any of the terms or provisions of the Agreement the whole of the outstanding balance due to us shown on the Business Account under the terms of the Agreement will become immediately due and payable by the Business without demand or notice from us if:
- 5.10.1 the Business is in breach of any of the provisions or undertakings of the Agreement; or
  - 5.10.2 the Business is Insolvent.
- 5.11 If you become aware that any of the circumstances set out in clause 5.10 have occurred, or if you believe that they will occur, you must notify us immediately.
- 6 Business Liability for Nominated Travel Administrators**
- 6.1 The Business must ensure that the Nominated Travel Administrators comply fully with the terms of the Agreement and the Conditions of Use.
- 6.2 Subject to clause 18, the Business will be liable for any direct or indirect loss incurred by any member of Lloyds Banking Group resulting from use of the BTS Details including if a Nominated Travel Administrator or former Nominated Travel Administrator fails to observe the Conditions of Use or any additional terms and conditions applicable to an additional security code or measure issued or required by the Bank under clause 3.16, or acts improperly or unlawfully in relation to the BTS Details or a Transaction, and any such loss will be debited by the Bank to the Business Account.
- 7 Requirements for the Services**
- The minimum Scheme Limit will be at least £25,001 and the Services will only be available to a Business which is using the Services in the course of its business and to whom the provisions applicable to 'regulated agreements' under the Consumer Credit Act 1974, except where a lower limit is agreed in writing between the Bank and the Business.
- 8 Charges**
- 8.1 The Bank will specify the relevant Charges. For further details of the Charges please refer to the Website or your relationship manager. Any Charges will be debited to the Business Account.
- 8.2 We reserve the right to introduce new charges, amend our Charges and/or amend any volume rebate agreed with you at any time. If we do so, we will provide you with two months' advance written notice in the same way as we provide notice of any other changes to these terms and conditions (and clause 14 will apply).
- 9 Non-payment/arrears**
- 9.1 The Business will pay Charges on any sum that it does not pay within the times specified in the Agreement. The Bank will provide details of the Charges to the Business before execution of the Agreement.
- 9.2 The Bank may also charge the Business a sum to cover its reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of the Agreement or the Conditions of Use.
- 9.3 We want your business to be successful. However, there may be times when you need extra support. You should let us know by contacting your relationship manager as soon as possible if your business is experiencing financial difficulties. We will always try to help you and try to develop a plan with you to deal with the difficulties.
- 10 Loss of or Unauthorised Use of the BTS Details**
- 10.1 If the BTS Details become known to any person other than a Nominated Travel Administrator, or the BTS Details are for any reason liable to misuse, the Nominated Travel Administrator or the Business (acting through the Nominated Travel Administrator) must notify the Bank without undue delay by telephone on 0800 096 4496 (if abroad, +44 1908 544059). The Bank may ask for written confirmation within seven days. The Business should always give the BTS Details in such written confirmation.
- 10.2 The Business will, and will ensure that the relevant Nominated Travel Administrator will, assist us or our agents in the investigation of loss, theft or possible misuse of the BTS Details and, where relevant, will assist us to recover the BTS Details. The Business consents to the disclosure of any relevant information concerning the relevant Business Account in connection with such matters. The Bank may pass on related information to other banks, to those involved in processing payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 10.3 All BTS Details are and remain our property at all times. The Business is responsible for recovering and destroying the BTS Details issued to the Business if we or our agents so request.
- 10.4 The Business may be covered by Liability Waiver Insurance, subject to and in accordance with the terms and conditions of the insurance policy from time to time in force. A copy of the terms and conditions of the policy can be viewed at [www.lloydsbankcommercial.com/Corporate-terms/LloydsBank/Terms-and-conditions/Cash-management/Card-services](http://www.lloydsbankcommercial.com/Corporate-terms/LloydsBank/Terms-and-conditions/Cash-management/Card-services).
- 10.5 When the BTS Details expire or are lost or stolen the Bank may issue new BTS Details.
- 10.6 For the avoidance of doubt the Nominated Travel Administrator will not be liable to the Bank for anything under this clause 10.

**11 Disputed Amounts and Chargebacks**

- 11.1 The Business may only dispute amounts on the Statement that it believes to be incorrect if:
- 11.1.1 the amount shown on the Statement does not reflect the actual face value of the Transaction;
  - 11.1.2 a Transaction shown on the Statement did not result from the use of the BTS Details;
  - 11.1.3 the Statement reflects Charges not properly made; or
  - 11.1.4 the Business is not liable for that amount or part of that amount under clause 18.
- 11.2 The Business must notify the Bank of any dispute about any amount on the Statement without undue delay and in any event within 13 months of the date that any disputed payment was debited from the Business Account.
- 11.3 The Business must immediately notify the Bank in writing if it suspects that a Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. The Bank will attempt to charge the Transaction back to the Supplier under the Payment Scheme rules. This will not relieve the Business of liability for the Transaction unless the chargeback to the Supplier occurs, in which case the amount will be credited to the Business Account.

**12 Termination**

- 12.1 Either party may terminate the Agreement at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us.
- 12.2 We may terminate the Agreement and/or demand repayment of the outstanding balance on the Business Account:
- 12.2.1 at any time for any reason by giving two months' written notice to you (provided that we also give you any other notice that we are required to provide to you by law); and
  - 12.2.2 immediately if any of the circumstances set out below has occurred (and we will provide you with such notice (if any) that we are required to provide to you by law):
    - 12.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
    - 12.2.2.2 you repeatedly breach the Agreement or any other agreement with us;
    - 12.2.2.3 we suspect fraud in the opening or operation of the Services;
    - 12.2.2.4 you or a Nominated Travel Administrator does anything which we reasonably believe will damage our reputation;
    - 12.2.2.5 you or a Nominated Travel Administrator uses, or we reasonably believe that you or a Nominated Travel Administrator is using, the Services improperly;
    - 12.2.2.6 you fail to pay any amounts that are due to us under the Agreement;
    - 12.2.2.7 you or a Nominated Travel Administrator uses, or we reasonably believe that you or a Nominated Travel Administrator is using, the Services for or in connection with any purpose which is or may be unlawful;
    - 12.2.2.8 you or a Nominated Travel Administrator breaches or attempts to breach, or we reasonably believe that you or a Nominated Travel Administrator has breached or is attempting to breach, any applicable law or regulation;
    - 12.2.2.9 you or a Nominated Travel Administrator behaves threateningly or abusively towards our staff;
    - 12.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
    - 12.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
    - 12.2.2.12 we find that you entered into the Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on you);
    - 12.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
    - 12.2.2.14 we reasonably believe that, if we do not stop providing you with the Services, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
    - 12.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
    - 12.2.2.16 you are Insolvent.

- 12.3 If you become aware that any of the circumstances set out in clause 12.2.2 have occurred, or if you believe that they will occur, you must notify us immediately.

- 12.4 On termination of the Agreement, howsoever occurring:

- 12.4.1 the BTS Details must not continue to be used and must be immediately destroyed, together with repayment of the outstanding balances and any applicable Charges;
- 12.4.2 the Business' obligations under the Agreement will continue in full force and the Business will remain liable to us for all Transactions and any Charges payable until payment is made of the full amount outstanding;
- 12.4.3 the Business will ensure that all Payment Accounts and the Business Account will remain open at least until all outstanding Transactions have been processed and until all amounts outstanding have been paid to us; and
- 12.4.4 any Charges that you have paid to us in advance under the Agreement will be apportioned up to the date of termination of the Agreement and we will refund the relevant amount to you.

**13 When we can stop the use of the BTS Details**

- 13.1 We can stop the use of BTS Details, or refuse to renew, replace or reissue BTS Details, if it is reasonable for us to do so for reasons relating to:
- 13.1.1 the security of the BTS Details;
  - 13.1.2 any suspected unauthorised or fraudulent use of the BTS Details;
  - 13.1.3 a significantly increased risk that you will be unable to repay any credit line relating to the BTS Details; and/or
  - 13.1.4 our legal or regulatory obligations,
- and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.
- 13.2 We will inform you as soon as is practicable if we are going to, or if we have, stopped the use of the BTS Details and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on the BTS Details or replace them with new BTS Details as soon as is practicable if the reason for putting a stop on the BTS Details no longer applies.
- 13.3 If you need to discuss the stop on the BTS Details with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO BOX 6061, Milton Keynes MK7 8LE.

**14 Changes to these terms and conditions**

- 14.1 We may make changes to these terms and conditions for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group.
- 14.2 If we intend to make changes to these terms and conditions, we will give you at least two months' written notice before the changes come into effect, unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.
- 14.3 We will notify you of changes to these terms and conditions by post, by e-mail, through any online service which you receive from us or in any other way which we have agreed with you. In the notice, we may direct you to our Website where the most recent terms and conditions are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement will terminate immediately. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.
- 14.4 If we add new products or services to the Agreement or add to the ways that you can use the Services (and this does not otherwise change these terms and conditions), this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.
- 14.5 Changes to the Payment Scheme Exchange Rate will take effect immediately on being amended by the Payment Scheme.
- 14.6 If we are making a change to any other exchange rate which applies to you and the change is favourable to you, we may make the change immediately. In any other circumstances, we will provide at least two months' advance written notice to you of changes to exchange rates by post, e-mail, through any online service which you receive from us or in any other way which we have agreed with you (and clause 14.3 will apply).

**15 Refunds for incorrectly executed payment instructions**

- 15.1 Where a Transaction was either not executed or incorrectly executed, subject to compliance with your obligations under clause 11.2 we will refund to you, if appropriate, the amount of the Transaction and restore the Business Account to the state in which it would have been had the defective transaction not taken place. This is provided that the payee's bank or other financial institution can prove to us that they correctly transmitted the payment order to us. The right to a refund will not apply to the extent that it would lead to your unjust enrichment (for example, where no debit was made to the Business Account because the Transaction was never executed).
- 15.2 Beyond the responsibility set out in clause 15.1, we will have no further responsibility to you for a Transaction that we have failed to execute or incorrectly executed.

**16 Refunds for incorrect payment amounts/sums**

- 16.1 For Transactions initiated by a third party as a payee where the exact amount of the payment was not specified when you or the Nominated Travel Administrator gave authorisation for the Transaction, we will refund the amount of the payment (and any related interest and charges directly incurred by you) if:
- 16.1.1 the amount of the payment is more than you or the Nominated Travel Administrator could have reasonably expected to pay taking into account the previous spending pattern using the BTS Details, the Agreement and any other circumstances relevant to you, the Nominated Travel Administrator or the payee; and
- 16.1.2 you request the refund from us within eight weeks from the date that the amount was debited from the Business Account.
- 16.2 You will not be entitled to a refund if you or the relevant Nominated Travel Administrator gave authorisation for the Transaction directly to us and the amount of the payment was provided or made available to you or the Nominated Travel Administrator at least four weeks before the due date for payment.
- 16.3 Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ensure that you satisfy the requirements for a refund.
- 16.4 Within 10 Business Days of the later of:
- 16.4.1 our receipt of your request for a refund; or
- 16.4.2 our receipt of any information that we ask you to provide,
- we will provide you with a refund or inform you why you are not entitled to a refund. If you are not happy with our decision, you can contact your relationship manager or make a complaint to us. Further details about our complaints procedure are set out in clause 20.
- 16.5 Beyond the responsibility set out above, we will have no further responsibility to you in respect of a Transaction which has been initiated by a payee in the circumstances set out in this clause 16.

**17 Refunds for unauthorised transactions**

- 17.1 Subject to clauses 17.2 and 17.3 and if a Transaction was not authorised by you or the relevant Nominated Travel Administrator (and subject to any responsibility that you may have under clause 18), we will refund the amount of the Transaction and, where applicable, restore the Business Account to the state in which it would have been had the unauthorised transaction not taken place, provided that you notify us without undue delay on you or a Nominated Travel Administrator becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment was debited from the Business Account. You can find details of how to contact us in clause 10.1.
- 17.2 In some circumstances, we may investigate whether you are entitled to a refund before providing a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. In other circumstances, we may provide a refund and subsequently investigate. If, through our subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from the Business Account. We will give you reasonable notice in advance of doing so.
- 17.3 When we are assessing whether a Transaction was authorised by you:
- 17.3.1 if you are not a Micro-Enterprise or a Charity, you agree that Regulation 60 of the Payment Services Regulations does not apply to you, therefore it is your responsibility to prove that a payment was not authorised by you or the Nominated Travel Administrator and we can treat the use of any BTS Details as sufficient evidence to show that the payment was authorised by you or the Nominated Travel Administrator or that you acted fraudulently or with intent or gross negligence failed to take any of the actions set out in clauses 18.1.3 or 18.1.4; and
- 17.3.2 if you are a Micro-Enterprise or a Charity, we cannot necessarily treat the use of any BTS Details as sufficient evidence of the above, although this is one of the factors that we will take into consideration.
- 17.4 Beyond the responsibility set out above, we will have no further responsibility to you for unauthorised transactions.

**18 Your responsibility for unauthorised transactions*****Your responsibility if you are a Micro-Enterprise or a Charity***

- 18.1 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.1.1 the use of lost or stolen BTS Details; or
- 18.1.2 the misappropriation of BTS Details due to you failing to keep the BTS Details safe, up to a limit of £50 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:
- 18.1.3 take all reasonable steps to keep the BTS Details safe;
- 18.1.4 use the BTS Details in accordance with the Agreement; or
- 18.1.5 notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the BTS Details,
- in which case your responsibility for losses will be unlimited.

- 18.2 Unless you have acted fraudulently, you will not be responsible for any losses arising:

- 18.2.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the BTS Details; or
- 18.2.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the BTS Details (unless clause 23 applies to us).

***Your responsibility if you are not a Micro-Enterprise or a Charity***

- 18.3 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.3.1 the use of lost or stolen BTS Details; or
- 18.3.2 the misappropriation of BTS Details due to you failing to keep the BTS Details safe.
- 18.4 You agree that Regulation 62 of the Payment Services Regulations does not apply to you, therefore your responsibility for losses will be unlimited.
- 18.5 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.5.1 after you have notified us in the agreed manner of the loss, theft, misappropriation or unauthorised use of the BTS Details; or
- 18.5.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of the BTS Details (unless clause 23 applies to us).

**19 General**

- 19.1 We recommend that you retain a copy of all of the documents that make up the Agreement. If you would like a copy of all or any of the documents that make up the Agreement, you can contact your relationship manager who will provide you with a copy. You can also find a copy of these terms and conditions on our Website.
- 19.2 Subject to clause 19.8, we will have no Liability to you for any:
- 19.2.1 loss of profit (whether direct, indirect or consequential);
- 19.2.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- 19.2.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- 19.2.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- 19.2.5 loss of bargain (whether direct, indirect or consequential);
- 19.2.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 19.2.7 loss of or corruption of data or information (whether direct, indirect or consequential);
- 19.2.8 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 19.2.9 indirect, consequential or special loss.
- 19.3 No member of Lloyds Banking Group will be liable for refusal of any other bank or the Supplier to accept or honour the BTS Details, nor will any such member be responsible in any way for the goods and services supplied to the Business or Nominated Travel Administrator.
- 19.4 Subject to clauses 19.7 and 19.8, the maximum aggregate Liability of the Bank which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to the Bank during that calendar year.
- 19.5 Any complaints by either a Nominated Travel Administrator or the Business with a Supplier must be resolved by the Business with such Supplier and no claim by the Business or a Nominated Travel Administrator against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.
- 19.6 The Bank accepts no responsibility if a request for Authorisation is declined or if the BTS Details are not accepted for payment nor for any loss or damage resulting from the way either is communicated to the Business or a Nominated Travel Administrator.
- 19.7 Nothing in the Agreement limits or excludes our Liability in any way under clauses 15, 16 and 17 of the Agreement. Any limitation on your Liability under clause 18 of the Agreement will not be affected or prejudiced by any other term of the Agreement.
- 19.8 Nothing in the Agreement excludes our Liability in any way for:
- 19.8.1 death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 19.8.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- 19.8.3 any other matter for which we cannot exclude or limit our responsibility by law.
- 19.9 The Agreement is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.

19.10 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.

19.11 All warranties, conditions and other terms implied by statute or common law are excluded from the Agreement to the fullest extent permitted by law.

## 20 Our service promise

20.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write or speak to your relationship manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

20.2 If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Details of how to contact the FOS can also be found on our Website.

## 21 Notices

21.1 You can contact us by post or by delivering notices by hand, in each case addressed to your relationship manager or Lloyds Bank Card Services PO BOX 6061, Milton Keynes MK7 8LE.

21.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone, or by e-mail (in each case using the details which you provided to us on the application form relating to the Agreement or the details that you have since informed us are correct), through a broadcast message on an online service that we provide to you or by posting a notice on our Website.

21.3 If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Agreement is held in the names of two or more persons.

21.4 Any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language. You can change your contact details by giving seven days' written notice to us.

## 22 Assignment

22.1 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person if we agree in writing.

22.2 We may transfer any of our rights and obligations under the Agreement to another person without your prior consent. You agree that you will promptly execute all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

## 23 Force Majeure

23.1 You and we will not be responsible if you or we (or our sub-contractors or agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the consequences were unavoidable despite all efforts to the contrary.

23.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.

23.3 We will also not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.

23.4 We and/or any member of Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reasons already mentioned above. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

## 24 Severability

24.1 Each of the terms within these terms and conditions operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect. Any unlawful terms will apply with whatever modification is necessary to give effect to the commercial intentions of you and us.

## 25 Governing Law

25.1 The Agreement and any non-contractual obligations which arise out of the Agreement are governed by the law of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations unless you are:

25.1.1 a company or other incorporated body and your registered office is in Scotland;

25.1.2 a sole trader and your business operates from Scotland;

25.1.3 an unincorporated body and your central management and control is exercised from Scotland; or

25.1.4 a charity based in Scotland,

in which case, the Agreement and any non-contractual obligations which arise out of the Agreement will be governed by the law of Scotland and you and we both agree that the courts of Scotland have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement, including in relation to any non-contractual obligations.