

COMMERCIAL BANKING



LLOYDSLINK ONLINE

Product & Services Terms & Conditions



LLOYDS BANK

T&C

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Core Banking Agreement

(“**The Agreement**”) contains terms, conditions and important information that apply to certain of our products and services.

Those products and services can be identified as they state in the header Core Banking Agreement.

Important Information

The following documents detail both your and our rights and obligations in relation to the **Products**.



RELATIONSHIP TERMS & CONDITIONS

These contain the general relationship terms and conditions for all **Products** under **The Agreement**;



PRODUCT & SERVICES TERMS & CONDITIONS

These contain additional terms and conditions for a specific **Product** provided under **The Agreement**; and



GENERAL INFORMATION ON PAYMENTS, CHARGES & CONTACTS

This contains the general information you will need to know in respect of payments and standard charges under **The Agreement**. Also included are general contact details and information on large print, Braille and call recording.

You need to read

Product & Services Terms & Conditions, relating to a **Product** that we agree to provide to you alongside the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts.

You can find a copy of each of these at lloydsbank.com/corebankingagreement or request a copy from your relationship team.





DEFINITIONS

Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions

1. Definitions

- 1.1 Words and expressions as defined in the Relationship Terms & Conditions and the General Information On Payments, Charges & Contacts have the same meaning in these Product & Services Terms & Conditions unless otherwise stated in these Product & Services Terms & Conditions. We also use the following defined terms throughout these Product & Services Terms & Conditions.

Account Agreement

means an authority provided by you to **the Bank** for the operation of any domestic or international account(s) in your name held with **the Bank**, as the case may be;

Account Maintenance User

means any individual appointed by the **Service Administrator** to be the **Account Maintenance User**;

Affiliate

means if you are a body corporate, any subsidiary or **Holding Company** of such body corporate and any **Subsidiary** of any such **Holding Company** for the time being;

Authenticator Card

means a smartcard provided by **the Bank** for use by the **Service Administrator** when authenticating a **User** to access a **Service** or when a **User** approves a payment;

the Bank

means Lloyds Bank plc or **LBCM plc** or Bank of Scotland plc as the case may be and any reconstruction, amalgamation or merger thereof;

Cash Management Service

means the services as described in Annex 1 and further detailed in the **User Guide**;

Charges

means the charges relating to your use of the **Service** as set out in General Information On Payments, Charges & Contacts or as otherwise agreed in writing between **the Bank** and you;

Customer Premises

means the premises located in the United Kingdom specified in the customer details section of a **Service** registration form or as advised by notice to **the Bank** in accordance with **The Agreement**;

Euro Payment Day

means a day on which **TARGET2** is open for settlement of payments in euro;

Holding Company

shall be construed in accordance with section 1159 of the Companies Act 2006;

Instruction/Instructions

means any use of a **Service** including an instruction or request made by a **User** to **the Bank** via a **Service** whether or not in respect of an account of yours held with **the Bank** or services provided to you by **the Bank**;

LBCM plc

means Lloyds Bank Corporate Markets plc's Registered Office: 25 Gresham Street, London, EC2V 7HN. Lloyds Bank Corporate Markets plc is registered in England and Wales No. 10399850. Lloyds Bank Corporate Markets plc.

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

The Jersey branch of Lloyds Bank Corporate Markets plc, principal place of business: 11-12 Esplanade, St. Helier, Jersey JE2 3QA is regulated by the Jersey Financial Services Commission.

The Guernsey branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 136, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EN is licensed by the Guernsey Financial Services Commission.

The Isle of Man branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ is licensed by the Isle of Man Financial Services Authority.

LloydsLink Service Messages Webpage

means the webpage appearing at **lloydsbankcommercial.com/servicemessage** (or any other URL as we may notify to you from time to time);

Other Bank

means a bank other than Lloyds Bank plc or **LBCM plc** or Bank of Scotland plc with which you, or (if you are acting on behalf of an **Affiliate**) the **Affiliate**, holds an account (as notified to **the Bank** in writing by you or the **Affiliate**, as the case may be);

Payment Service

means the services as described in Annex 2 and further detailed in the **User Guide**;

Payments System(s)

means in relation to the **Payments Service**, the payments systems (or any of them) which **the Bank** uses to transmit funds in accordance with **Instructions** received from you;

Permissions

means the following rights which may be allocated to **Users** by **Service Administrators**:

- a. a **User** designated as a “Creator” may prepare payment instructions but may not give payment instructions;
- b. a **User** designated as a “Verifier” may confirm the payment instructions prepared by a Creator;
- c. a **User** designated as an “Approver” may approve payment instructions using the **Authenticator Card** and **Reader**;
- d. a **User** designated as a “Submitter” may make the final submission of payment instructions through the **Payments Service**;

PIN

means the personal identification number chosen by a **User** from time to time for use where appropriate with an **Authenticator Card** and **Reader** during the authentication process;

Reader

means the Lloyds Bank branded **Authenticator Card** reader provided by **the Bank** for use by a **User** during the authentication process;

Self Approval

means the ability for a **User** of the **Payments Service** to approve a payment that they have created.

Service(s)

means any online service(s) accessed or made available through **Our Website** from time to time and referred to in the relevant **Service Specific Conditions**;

Service Administrator

means an individual appointed by you to be a **Service Administrator**;

Service Auditor

means an individual appointed by you (if you so require) to be the **Service Auditor** who is given access by **the Bank** to the audit log of your use of **Service(s)** and whose role is to monitor the activities undertaken by the **Users** in relation to the **Service(s)**;

Service Equipment

means any software or documentation, including **User Guides**, authentication codes, user name, passwords, **PINs**, **Authenticator Cards**, **Readers** and any other equipment supplied by **the Bank** from time to time for use in connection with the **Services**;

Service Specific Conditions

means the terms and conditions (if any) applicable only to a particular **Service** in addition to these Product & Services Terms & Conditions and which are set out in the annexures to these Product & Services Terms & Conditions;

Subsidiary

means shall be construed in accordance with section 1159 of the Companies Act 2006;

Systems

means the systems (or any one of them) which **the Bank** uses to fulfil transactions in accordance with **Instructions** received from you. This includes, but is not exclusive to, the **Payments Systems**;

TARGET2

means the Trans European Automated Real-time Gross Settlement Express Transfer payments system;

User

means an individual appointed by you to be a **Service Administrator** and/or a **Service Auditor** and/or **Account Maintenance User** in respect of a **Service** and/or an individual authorised by a **Service Administrator** to use a **Service** subject to any requirement of the relevant **Service Specific Conditions**;

User Guide

means the guide **the Bank** provides in support of a **Service** from time to time and any other guidance or information relating to the **Service** which **the Bank** may publish or supply from time to time.

2. Conflicts

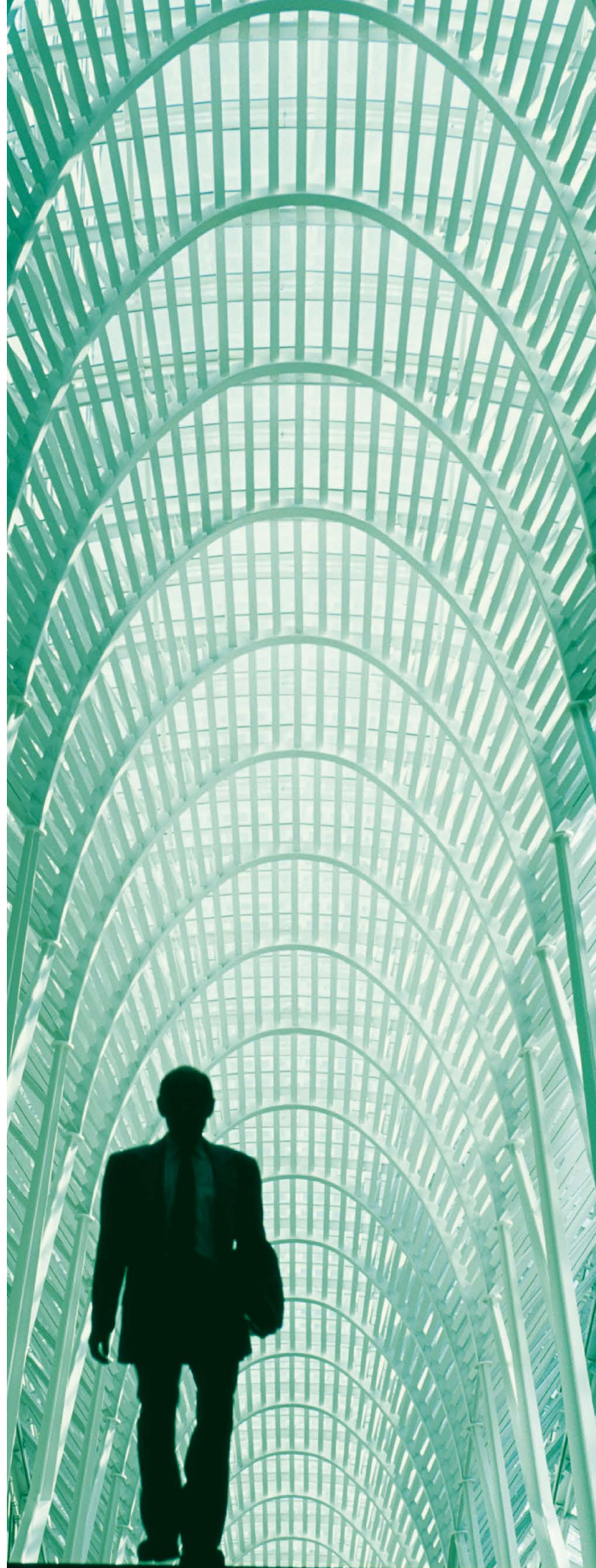
- 2.1 In the case of any ambiguity or conflict between any provision contained in these Product & Services Terms & Conditions and the relevant **Service Specific Conditions**, the provision in the **Service Specific Conditions** shall take precedence.

3. General Obligations of the Bank and you

- 3.1 **The Bank** will use reasonable efforts to supply the **Services** subject to compliance by you with your obligations under these Product & Services Terms & Conditions.
- 3.2 You shall ensure that you have, and you shall be solely responsible for putting in place, adequate controls to monitor the use of the **Service** and to restrict access to the **Service** to those authorised by you for your own security.
- 3.3 You shall, and shall procure that **Service Administrators** and all other **Users**, comply with the provisions of **The Agreement** including all applicable procedures and instructions issued by **the Bank** whether in the **User Guide** (if applicable) or otherwise.

USER

means an individual
appointed by you to be a
Service Administrator
and/or a
Service Auditor
and/or
Account Maintenance User



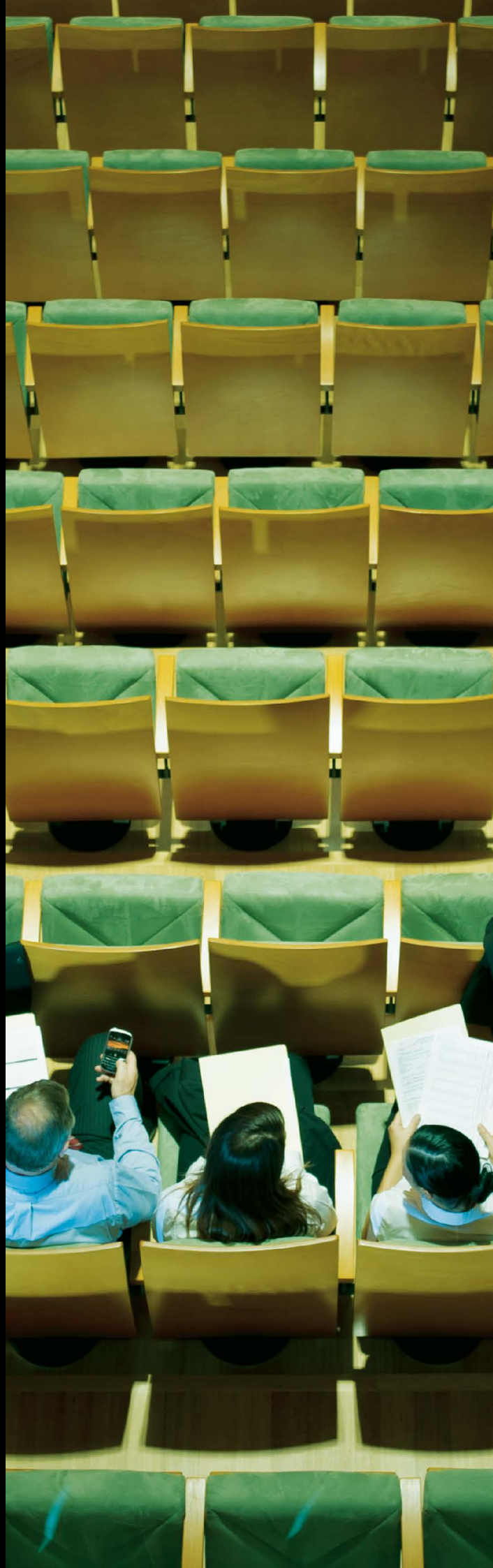
4. Service Administrators and other Users

- 4.1 You may appoint one or more persons to act as **Service Administrator(s)** in respect of a **Service** or remove any of them by completing the relevant service registration or the relevant request for addition or deletion of a **Service Administrator** (the forms of which may be found on **Our Website** or can be obtained by contacting your relationship team) and sending the same to **the Bank** duly signed by you and the prospective **Service Administrator(s)** (if applicable) in accordance with:
- 4.1.1 the electronic banking clause of your current **Mandate**; or
 - 4.1.2 any **Account Agreement**; or
 - 4.1.3 a specific electronic banking board resolution of yours; or
 - 4.1.4 your current authority given to **the Bank**.
- 4.2 Each **Service Administrator** appointed in accordance with clause 4.1 above shall submit to **the Bank** an online personal application (the form of which may be found on **Our Website** or can be obtained by contacting your relationship team). Following notification by **the Bank** of its approval in writing to the **Service Administrator** so appointed, the **Service Administrator** shall be vested with the powers set out in clause 4.3 below.
- 4.3 You agree that a **Service Administrator** shall have all the same powers as you in relation to the **Service** including the appointment, suspension and removal of a **Service Auditor** and/or **Account Maintenance User** and/or any other **Users**. Following receipt of an application by an individual to be a **User**, a **Service Administrator** shall verify the identity of any such **User** and shall notify **the Bank** of his/her approval of any such registration via **Our Website**, allocating such **Permissions** (where applicable) as the **Service Administrator** sees fit. The **Service Administrator** having approved such **User's** registration, **the Bank** shall notify the relevant individual of their appointment and shall provide such other information or instructions as shall be appropriate in that connection.
- 4.4 The **Service Specific Conditions** may substitute other provisions for clauses 4.1 to 4.3 above.
- 4.5 You shall and shall procure that **Service Administrators** and other **Users** shall:
- 4.5.1 comply with the **User Guide** applicable to the relevant **Service** and to any rights granted in respect of the **Service** and any reasonable instructions or notices issued by **the Bank** whether as to any changes or otherwise;
 - 4.5.2 ensure that personal and other data provided to **the Bank** are always properly and accurately maintained, in particular that redundant **User** profiles are promptly removed and that **Users'** contact details, including email addresses, are accurate and up to date;
 - 4.5.3 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
 - 4.5.4 set up and maintain adequate security measures including without limitation measures to safeguard the **Service Equipment** from use by unauthorised persons and promptly notify **the Bank** if it or any part of it is lost, stolen, damaged or compromised.



You may appoint
one or more
persons to act as
Service
Administrator(s)

- 4.6 You shall not and shall procure that **Service Administrators** and other **Users** shall not:
- 4.6.1 use the **Service** in a way or for a purpose not authorised or intended by **the Bank**;
 - 4.6.2 use the **Service** or the **Service Equipment** in contravention of any applicable law or regulation;
 - 4.6.3 use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the **Service** by you or any other person;
 - 4.6.4 create or permit to be created any links to or from any website to any part of the **Service** or cause the **Service** to appear in any form (whether by framing or otherwise) other than that presented by **the Bank**;
 - 4.6.5 use the **Service** other than for your business purposes;
 - 4.6.6 permit any third party to use the **Service** or seek to gain or permit any third party to gain unauthorised access to any system or network of **the Bank** or its agents or sub-contractors;
 - 4.6.7 adapt, alter, modify, copy, reverse engineer (except to the extent permitted by law) the **Service Equipment** (or any information, techniques, data or designs relating to it) or permit any third party to do the same;
 - 4.6.8 use the **Service Equipment** other than for accessing the **Service** via **Our Website**, use email or other communication with **the Bank** in an offensive manner by the use of abusive, foul or derogatory language or otherwise; or
 - 4.6.9 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt **Our Website** or any network connected thereto.



5. Customers of LBCM plc or Bank of Scotland plc

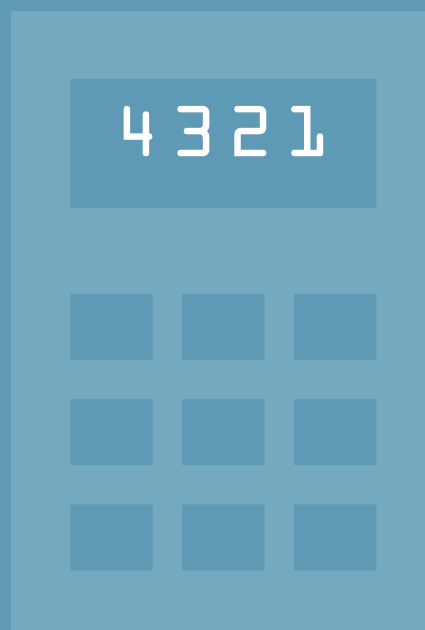
- 5.1 If either **LBCM plc** or Bank of Scotland plc has undertaken to supply the **Service** to you, you acknowledge that Lloyds Bank plc will fulfil all performance obligations in respect of the **Service** on its behalf and that accordingly all instructions and communications from you and others acting on your behalf in connection with the use of the **Services** must be directed to Lloyds Bank plc in the United Kingdom.
- 5.2 You agree that your sole contractual relationship in connection with the supply of the **Services** shall be with **LBCM plc** or Bank of Scotland plc, as the case may be. Where this is the case, unless the context otherwise requires, references in **The Agreement** to 'the Bank' or 'Lloyds Bank' shall be deemed to be references to **LBCM plc** or Bank of Scotland plc, as the case may be.

6. Instructions, access and use of the Service

- 6.1 You shall be responsible for the content and accuracy of all instructions issued by you and **Users** via any medium. **Instructions** can be given online with your **Authenticator Card, Reader** and **PIN**. Consent is provided at the time that you authorise such instruction by using your **Authenticator Card, Reader** and **PIN**.
- 6.2 You may submit instructions and messages at any time, but save as otherwise specified or referred to in the relevant **Service Specific Conditions** and/or **User Guide**, instructions and messages will only be accessed by **the Bank** on **Business Days** between the hours of 9am and 5pm UK time. Except insofar as may be necessary to meet execution times required by law and/or **The Agreement** **the Bank** does not warrant or represent that it will respond to messages or act upon instructions within a specified timescale and any indication of timescales given to you is an estimate only and not binding on **the Bank**.
- 6.3 You agree that you will not challenge the legal effect, validity or enforceability of any instruction on the basis that such instruction is in electronic form and not in writing or that the instruction constitutes a breach of **The Agreement**.
- 6.4 If you know or suspect that your security with respect to the use of or access to the **Service** has been compromised in any way including any loss or disclosure of any password or other relevant security device or there has been misuse of the **Service** or any breach of your obligations hereunder you shall notify **the Bank** without delay by telephoning the helpdesk for the **Service** at any time. The helpdesk telephone number may be found in the General Information On Payments, Charges & Contactcs.
- 6.5 You will be responsible for the accuracy and completeness of all instructions given to **the Bank** when using the **Service** and shall indemnify **the Bank** against any claims from third parties for all damages, costs and expenses which may be incurred or sustained by **the Bank** arising out of compliance therewith.
- 6.6 You shall at your own cost access **Our Website** through your own internet service provider using your own equipment and shall at all times be and remain responsible for ensuring that it is compatible with the relevant requirements for access to and use of the **Service**.
- 6.7 Before proceeding to act on instructions **the Bank** may require you to agree to additional terms and conditions related to such instruction.
- 6.8 You are advised to use means other than email if a response to an instruction, message or notice is time critical and to contact the relationship team with whom you normally deal in order to agree appropriate alternative channels of communications.
- 6.9 The parties agree that insofar as they may apply to the provision of the **Service** **the Bank** shall be exempted from the requirements of the Electronic Commerce (EC Directive) Regulations 2002 to the maximum extent permitted by law.
- 6.10 **The Bank** may audit your use of the **Service** in order to improve the quality of the **Service**.

7. Service Equipment

- 7.1 The **Service Equipment** is supplied by **the Bank** solely for use in connection with the **Service**. You acknowledge that access to the **Service** from certain countries of the world may result in the breach of local laws and regulations, in particular those relating to the import and export of the **Service Equipment**. When accessing and using the **Service** it is your responsibility to ensure that you and your **Users** comply with all applicable laws and regulations and you shall not do or permit to be done anything in connection with the access or use of the **Service** which is or is reasonably likely to result in a breach by **the Bank** of any applicable laws or regulations. If you require guidance on the use of the **Service Equipment** in any particular country of the world you may contact the helpdesk, provided that **the Bank** reserves the right at any time by notice in writing without liability to prohibit the use of the **Service Equipment** in any country of the world if in its absolute discretion **the Bank** considers that you or **the Bank** or the **Service** may be jeopardised thereby. You can find contact details for the helpdesk on the General Information On Payments, Charges & Contacts.
- 7.2 **The Bank** may after reasonable notice to you modify the **Service Equipment** or supply replacements for all or any part thereof for use by you hereunder.
- 7.3 The **Service Equipment** includes software proprietary to **the Bank** or its licensors and may include software which is designed to operate with your internal systems as described by you to **the Bank** for the purposes of the supply of the **Service**. If any defect appears in any software contained within the **Service Equipment** your sole remedy will be the correction of the defect by **the Bank** as soon as practicable following receipt of written notice thereof. **The Bank** specifically denies any express or implied warranty or representation that software will be fit to operate in conjunction with any hardware items or software products other than those (and in the configuration) which have been identified by you or that its use will be uninterrupted or error free.



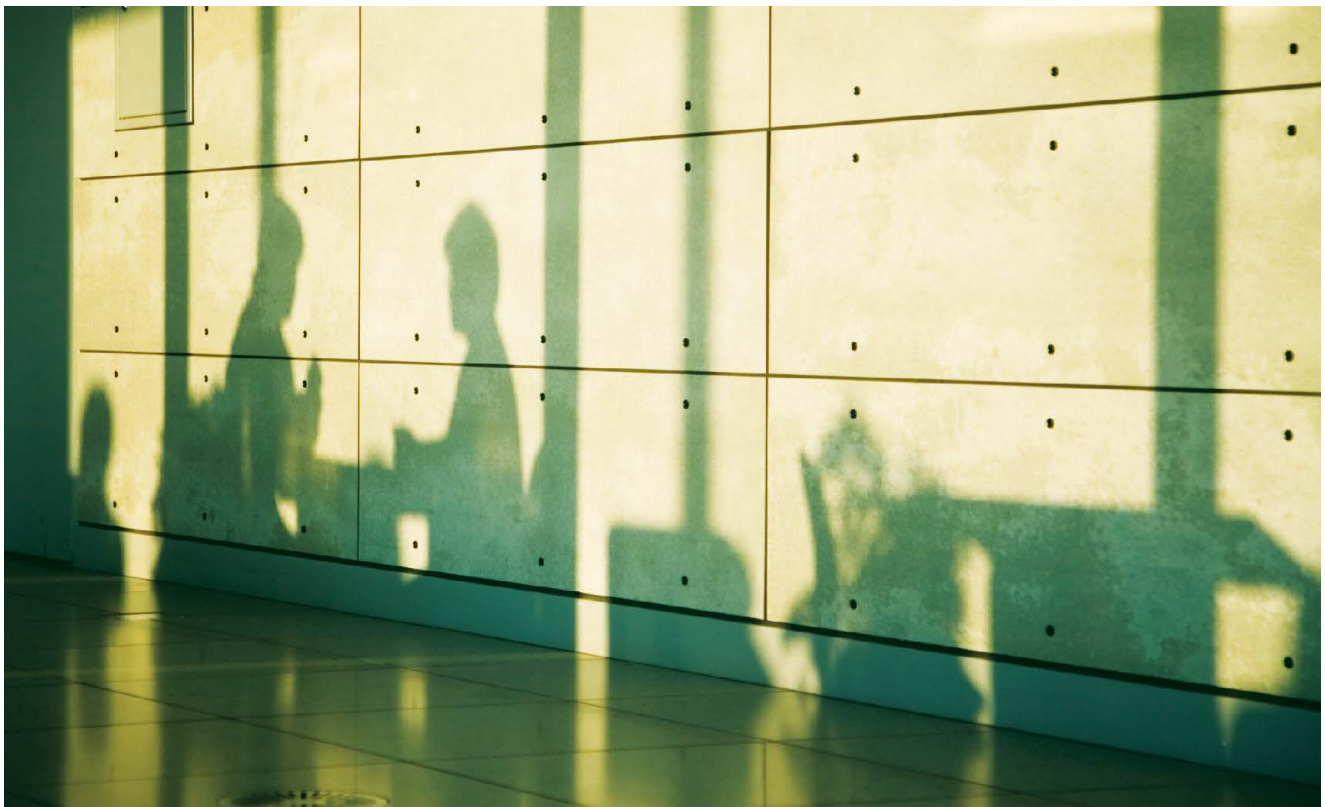
Instructions
can be given online
with your
Authenticator Card,
Reader and PIN

8. Charges and Payment

- 8.1 The **Service** shall be deemed to have commenced and **Charges** (if any) shall be payable with effect from the date when **the Bank** first notifies a **Service Administrator** that the **Service Administrator** may appoint other **Users** or the date of delivery to you of the **Service Equipment**, whichever date is the later.
- 8.2 **Charges** do not include VAT (which shall be payable by you at the applicable rate in addition to the **Charges**) or any other taxes or duties payable by you in connection with the **Service**.
- 8.3 **Charges** payable by you hereunder comprise amounts payable in respect of the **Service** and do not include any charges or other amounts payable in respect of other banking services, whether or not supplied, pursuant to instructions issued via the **Service** (so far as the same may be applicable).
- 8.4 You shall pay the **Charges** to **the Bank** at the times and otherwise in accordance with the **Service Specific Conditions**.

9. Warranties and Indemnities

- 9.1 Where you are acting on behalf of an **Affiliate** you warrant that you have authority to give instructions to **the Bank** on behalf of the relevant **Affiliate**.
- 9.2 You warrant and represent that the information provided in your service registration form and any information provided by any **Service Administrator**, **Service Auditor** (if applicable) and any other **User** is accurate, complete and up to date.
- 9.3 You shall indemnify **the Bank** and keep **the Bank** indemnified against any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in your instructions or otherwise provided by you infringes any applicable laws, regulations or third party rights including intellectual property rights.



10. Intellectual Property Rights

- 10.1 You acknowledge and agree that **the Bank** and/or its licensors owns all intellectual property rights in the **Service** and the **Service Equipment** including any copyright, database rights, trade secrets, trade names, trade marks, (whether registered or unregistered) and any other rights and licences in respect thereof and **the Bank** grants to you a non-transferable, non-exclusive royalty free right and licence to use the same solely for the purpose of and to the extent necessary for access to and use of the **Service**. You shall have no right to grant any sub-licence to any third party in respect thereof.
- 10.2 You grant to **the Bank** an irrevocable, non-exclusive, royalty free right and licence to use all information supplied by you to **the Bank** solely for the purpose of supplying the **Service** and shall procure that any person authorised to access and use the **Service** shall permit **the Bank** to use the information related to that person for all purposes in connection with the supply of the **Service**.
- 10.3 You shall not use (or permit any third party including any **User** to use) any intellectual property rights licensed by **the Bank** hereunder save as is specified in **The Agreement** and in particular shall not (and shall not permit any third party to) copy, reverse engineer, decompile, disassemble or modify (as applicable) the **Service Equipment** or any material supplied by **the Bank** for use by you in connection with the **Service**.
- 10.4 You shall not and shall procure that **Users** shall not remove or alter any proprietary markings, copyright notices, confidential legends, trademarks, trade or brand names appearing on the **Service** or the **Service Equipment** or any material supplied by **the Bank** under **The Agreement**.

11. Confidentiality

- 11.1 You agree to maintain in confidence and shall procure that the **Service Administrator** and other **Users** maintain in confidence the **Service Equipment** and any other material or information disclosed by **the Bank** to you related to the **Service** whether in tangible or intangible form and that neither you nor any **User** shall disclose the same to any third party or use the same except in pursuance of **The Agreement**.
- 11.2 **The Bank** will take reasonable precautions to ensure that information related to your business or affairs which become known to **the Bank** is maintained in confidence and not disclosed to third parties, except that nothing herein shall prevent **the Bank** from disclosing any such information to third parties including its subcontractors, agents or other members of the **Lloyds Banking Group** where **the Bank** reasonably considers such disclosure to be necessary in pursuance of the supply of the **Service** or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.

12. Limitation of Liability

- 12.1 **The Bank** will not be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the **Service**.
- 12.2 Unless otherwise expressly stipulated in the relevant **Service Specific Conditions** the **Bank's** total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of **The Agreement** in any period of 12 months (or such lesser period as **The Agreement** has been in force) up to the date when the liability was incurred shall not exceed the aggregate of the **Charges** actually paid by you in respect of that period or the sum of £1,000, whichever shall be the greater.
- 12.3 Without prejudice to the foregoing you shall fully indemnify **the Bank** against all losses, costs, claims, damages and expenses which may be sustained or incurred by **the Bank** as a result of incorrect information or instructions received from you or any failure on your part (including any authorised user) to comply with the terms of **The Agreement**, the **User Guide** or any other reasonable instructions issued by **the Bank** from time to time.
- 12.4 The provisions of this clause are in addition to and without prejudice to any other provisions which exclude or limit the liability of **the Bank** under **The Agreement** including, without limitation in the Relationship Terms & Conditions and the **Service Specific Conditions**.
- 12.5 You agree that the exclusions and limitations as set out in these Product & Services Terms & Conditions are reasonable having regard to all the circumstances and the levels of risk in relation to **the Bank's** obligations under **The Agreement**.
- 12.6 Nothing in these Product & Services Terms & Conditions limits or excludes our liability in any way under the sections titled "Refunds for incorrectly executed payment instructions", "Refunds for incorrect payment amounts/ sums" and "Refunds for unauthorised transactions" in the Relationship Terms & Conditions. Any limitation on your liability under the section titled "Your responsibility for unauthorised transactions" in the Relationship Terms & Conditions will not be affected or prejudiced by any term of these Product & Services Terms & Conditions.

13. Consequences of Termination

- 13.1 On termination of the **Services** for any reason:
 - 13.1.1 your right to use the **Service** shall cease with immediate effect and no further action may be taken by **the Bank** in respect of any instructions received from you even if received prior to the date of termination; and
 - 13.1.2 within 7 days of the date of termination you shall make satisfactory arrangements for the return to **the Bank** of any **Service Equipment** or other materials or items supplied by **the Bank** to you for use in connection with the **Service**.



Any notice submitted by email before 4pm on a Business Day shall be deemed to have been delivered on that day but otherwise on the next Business Day

14. Contact details & notices

14.1 You can contact us:



by telephone on
0345 900 2070



by email at
**grpilloydslinkhelpdesk@
lloydsbanking.com**



by post
Group Digital,
3rd Floor, Port Hamilton,
69 Morrison Street,
Edinburgh EH3 8BW

or by such other contact methods as we may from time to time advise you.

14.3 Further contact details are set out within General Information On Payments, Charges & Contacts.

14.2 Any notice submitted by email before 4pm on a **Business Day** shall be deemed to have been delivered on that day but otherwise on the next **Business Day**.

15. Other terms

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

15.2 These Product & Services Terms & Conditions apply to the **Services** only. Subject to clause 15.3 and clause 15.4, if separate terms and conditions (including in the form of other Product & Services Terms & Conditions) are provided to you by us for the supply by us of any of our other services or products (either electronic, automated or other), the provisions of any such separate agreements will apply to those products and services.

15.3 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply of the **Services** you receive from us, these Product & Services Terms & Conditions will take precedence.

15.4 To the extent of any conflict between these Product & Services Terms & Conditions and any other separate terms and conditions relating to the supply by us of any of our other products and services (either electronic, automated or other), the terms and conditions relating to such other products and services will take precedence in respect of the provision by us to you of those products and services.





ANNEX 1

Service Specific Conditions – Cash Management

This Annex 1 applies to you to the extent that we have agreed to provide you with the Cash Management Service

1. Service Specific Conditions

- 1.1 The following **Service Specific Conditions** apply to the supply of the **Cash Management Service** (a description of which is in the Cash Management User Guide) in addition to these Product & Services Terms & Conditions.

2. Cash Management Service

- 2.1 The **Cash Management Service** is provided by **the Bank** via **Our Website** and allows you to view balances and statements of accounts and to transfer funds between accounts you hold with **the Bank**.
- 2.2 Except as otherwise stated in **The Agreement**, the operating hours of the **Cash Management Service** will be as follows:
- 2.2.1 You may submit **Instructions** to the **Cash Management Service** at any time via **Our Website**;
- 2.2.2 **The Bank** will act on your **Instructions** on **Business Days** during the operating hours of the **Cash Management Service** specified in the **Cash Management Service User Guide** or as otherwise notified by **the Bank** to you from time to time, provided that those instructions are received prior to the relevant cut-off time specified in the schedule of cut-off times in the General Information On Payments, Charges & Contacts.

3. Responsibilities for input data

- 3.1 If any of the accounts accessible via the **Cash Management Service** includes accounts held with financial institutions other than **the Bank**, you will be responsible for:
- 3.1.1 the preparation and transmission of input data by those financial institutions; and
- 3.1.2 ensuring that such input data is transmitted to **the Bank** as soon as it becomes available, in order that the **Cash Management Service** can operate efficiently.
- 3.2 **The Bank** will provide reasonable assistance with a view to expediting arrangements for the availability of such input data.
- 3.3 The **Cash Management Service** output will take account only of information received by **the Bank** via the **Cash Management Service** prior to the commencement of the output.



CASH MANAGEMENT SERVICE

The Cash Management Service
is provided by The Bank via
Our Website and allows you to:

▼
VIEW BALANCES

▼
VIEW STATEMENTS OF ACCOUNTS

▼
TRANSFER FUNDS
BETWEEN ACCOUNTS

4. Instructions to make payments from account(s)

- 4.1 **The Bank** will debit the sum specified in an **Instruction** from the account identified in that **Instruction**.
- 4.2 Notwithstanding clause 4.1 above, **the Bank** will be under no obligation whatsoever to make a transfer in accordance with an **Instruction** unless:
 - 4.2.1 there are sufficient cleared funds in the account in question; or
 - 4.2.2 you have already been authorised by **the Bank** to overdraw money on the account in question sufficient to make the payment.
- 4.3 If **the Bank** elects to treat an **Instruction** as ineffective, unless such notification would be unlawful, it shall promptly notify you and/or the **User** either in writing or by telephone giving reasons therefore, and if appropriate the procedure for rectifying any errors.
- 4.4 If an **Instruction** to transfer funds from an account is received by **the Bank**, the terms and conditions relating to the operation of that account will apply to the transaction. You acknowledge that the **Cash Management Service** is unable to recognise any withdrawal notice periods required under the terms of any account. Thus, for example, any transfers from an interest bearing account subject to a specified withdrawal notice period by you using the **Cash Management Service** will be treated as having been made in breach of such notice period and the relevant terms covering the loss of interest will apply.
- 4.5 You will examine all information and data provided to you via the **Cash Management Service** promptly following receipt and will promptly advise **the Bank** of any apparent mistake or discrepancy. Delay in notification may make correcting the error difficult.
- 4.6 If you wish to cancel or to modify an **Instruction** for a payment you may do so at any time by reversing the transaction or otherwise by appropriate **Instruction** to **the Bank** via the **Cash Management Service** subject to the effect of any other instruction in respect of a relevant account of yours.
- 4.7 Where You are not a **Micro-enterprise** you agree that in terms of Article 45(1) and 52(3) of the Payment Services Regulations, Article 3b of Regulation (EC) No. 924/2009 (as amended by Regulation (EU) 2019/518) shall not apply in relation to this **Agreement** in terms of credit transfers in a UK/European Economic Area (EEA) currency within the UK/EEA involving a currency conversion.

5. Charges

- 5.1 **The Bank** will invoice you in respect of the **Charges** and you hereby authorise **the Bank** to debit the amount of the **Charges** shown on the invoice from the account identified in the **Cash Management Service** registration form. Where applicable you will set up a **Direct Debit** authority in favour of **the Bank**. **The Bank** will debit the account in the relevant amount not less than 14 days after the date of the invoice. **Charges** are set out within General Information On Payments, Charges & Contacts
- 5.2 If a **Direct Debit** authority referred to in clause 5.1 above is cancelled or if no new **Direct Debit** authority is set up in its place, **the Bank** will be entitled to suspend the **Cash Management Service** or terminate **The Agreement**.

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The Bank will debit the account in the relevant amount not less than 14 days after the date of the invoice





ANNEX 2

Service Specific Conditions – Payment Services

This Annex 2 applies to you to the extent that we have agreed to provide you with the Payment Services

1. Service Specific Conditions

- 1.1 The following **Service Specific Conditions** apply to the **Payments Service** and shall apply in addition to these Product & Services Terms & Conditions. A detailed description of the **Payments Service** can be found in the **Payments User Guide**.

2. Operating Hours for the Payments Service

- 2.1 Except as otherwise stated in **The Agreement**, the operating hours of the **Payments Service** will be as follows:
- 2.1.1 you may submit **Instructions** to the **Payments Service** at any time via **Our Website**;
 - 2.1.2 **the Bank** will act on your **Instructions** received on **Business Days** during the operating hours for the **Payments Service** specified in the **Payments User Guide** or as otherwise notified by **the Bank** to you from time to time, provided that those **Instructions** are received prior to the cut-off time for submission of the **Instructions** to the relevant **Payments System** as specified in the schedule of cut-off times in the General Information On Payments, Charges & Contacts.
 - 2.2 In relation to **Instructions** for payments in Euros from euro denominated currency accounts the terms “**Business Day**” shall be deemed to include a **Euro Payment Day** if a **Euro Payment Day** would not otherwise fall on a **Business Day** and the operating hours of the **Payments Service** shall be extended accordingly for the purpose only of the processing by **the Bank** of those **Instructions**.

3. Instructions and Transactions via the Payment Service

- 3.1 Following receipt of **Instructions** from you **the Bank** will submit your **Instructions** to a **Payments System** (unless otherwise instructed by you). **The Bank** does not undertake to check your **Instructions** other than as set out in the **Payments Service User Guide** and to confirm that **User(s)** are currently authorised and the account details stated are valid.
- 3.2 Subject to the other provisions of these Product & Services Terms & Conditions:
- i. where the account from which you have specified payment to be made is held by you (or an **Affiliate** of yours on whose behalf you are acting) with **the Bank**, **the Bank** will settle payments instructed to be made through the **Payments Service** on your behalf; and
 - ii. where the account from which you have specified payment to be made is held with your **Other Bank** or the **Affiliate's Other Bank**, **the Bank** will pass instructions to the relevant **Other Bank**.
- 3.3 **The Bank** may settle payments through such **Payments System** as it may in its absolute discretion think fit.
- 3.4 If the designated account is held with **the Bank**, **the Bank** may (subject always to the provisions of these Product & Services Terms & Conditions) debit the sum specified in the **Instruction** from your account identified therein or, (if you are acting on behalf of an **Affiliate**, the **Affiliate's** account identified therein), whether the relevant account is in credit or already overdrawn or becomes overdrawn as a result of the payment.
- 3.5 Notwithstanding anything to the contrary in **The Agreement**, express or implied, **the Bank** will be under no obligation to make a payment in accordance with an **Instruction** received through the **Payments Service**:
- 3.5.1 if **the Bank** reasonably considers such payment to be unlawful;
 - 3.5.2 unless the **Instruction** from you is irrevocable and unconditional;
 - 3.5.3 unless in the case of an **Instruction** for payment from an account held with **the Bank**, there are already sufficient cleared funds in the account in question; or

4. MT101 Outward

- 3.5.4 unless in the case of an **Instruction** for payment from an account held by you with **the Bank** or, (if you are acting on behalf of an **Affiliate**) the **Affiliate** holds with **the Bank**, you or the **Affiliate** (as the case may be) has already been authorised by **the Bank** to overdraw money from the account in question sufficient to make the payment.
- 3.6 If you wish to cancel or modify an **Instruction** for payment you must do so by sending notice to **the Bank** via the **Payments Service** to be received by **the Bank** during the operating hours of the **Payments Service** no later than on the **Business Day** immediately before the **Business Day** when the payment is to be made.
- 3.7 Notwithstanding anything to the contrary in **The Agreement** express or implied, if you:
- 3.7.1 submit an **Instruction** through the **Payments Service** for a payment to be settled on a particular date; and
- 3.7.2 **The Agreement** terminates, or your use of the **Payments Service** is suspended, before that date, **the Bank** will not be obliged to settle the payment.
- 3.8 If you instruct **the Bank** to make a payment from a particular account, the terms applicable to that account will apply to the transaction to the extent that those terms are consistent with the use of the **Payments Service**. For example, if you use the **Payments Service** to instruct **the Bank** to transfer money from an interest-bearing account held with **the Bank** without giving the appropriate withdrawal notice, the relevant terms for that account relating to the loss of interest will apply.
- 3.9 All information and data provided to you or your agent by **the Bank** or any third party operator **the Bank** may appoint, must be checked by you immediately on receipt. If there is any error in or omission from such information or data you must follow the relevant instructions in the **Payments Service User Guide**.
- 4.1 The following provisions of this clause shall apply to your **Instructions** to **the Bank** if you have elected to use MT101 Outwards.
- 4.2 **The Bank** may provide to your **Other Bank** any information relating to you or your accounts with **the Bank** which **the Bank** considers relevant to your **Instructions** and may discuss with the **Other Bank** any query relating to an **Instruction**.
- 4.3 You agree that Confidential Information relating to you or your accounts with **the Bank** may be disclosed to the relevant **Other Bank** under **The Agreement**.
- 4.4 **The Bank** may provide you with information relating to your account with your **Other Bank** but **the Bank** shall not be liable if the information received from your **Other Bank** is inaccurate.



you may submit
instructions to the
Payments Service
at any time via
Our Website.



5. International Payments (including International Drafts)

- 5.1 If you request a payment to be made in a currency other than sterling the name of the currency and the amount should be specified. If you request a payment to be made in a currency other than sterling but for the equivalent of a fixed amount in sterling, the sterling amount and the name of the currency should be specified.
- 5.2 Where possible the exchange rate will be determined in the United Kingdom before the payment is made. Where a rate of exchange for a particular currency is not available in the United Kingdom **the Bank** may make the payment in sterling or in a currency other than sterling and in the latter case **the Bank** may debit all or part of the cost to your account with **the Bank** subsequently, under advice.
- 5.3 If you request a payment to be made in sterling the amount should be specified. If the recipient of the payment subsequently requires payment in a currency other than sterling, the rate of exchange will be fixed by the bank overseas at the time the payment is made.
- 5.4 If a draft is requested in sterling, you must also select the country where the draft is to be drawn. "United Kingdom" should not be selected, without prior agreement with **the Bank**. Drafts in a currency other than sterling are normally drawn on the country of the currency concerned, e.g. US dollars drawn on the United States of America or Swiss Francs drawn on Switzerland. Drafts in Euros can only be drawn on a European single currency zone country (United Kingdom excepted).
- 5.5 You agree that if a draft is unpaid (other than as a result of fraud, negligence or wilful default on the part of **the Bank**) and that if the draft has been the subject of a currency conversion, your claim for a refund shall be limited to the sterling value of the draft at the exchange rate (buying rate) applicable on the day when the refund takes place. A refund cannot be made until the draft has been returned to **the Bank** and until **the Bank** has received confirmation from its correspondent bank that the draft remains unpaid and the original **Instruction** has been cancelled. Where local exchange control regulations apply there may be a delay in the return of funds. If **the Bank** is requested to replace a lost draft **the Bank** shall be entitled to require that you execute a separate indemnity as a condition for the replacement.

6. Security

- 6.1 If **Self Approval** has been selected, a **User** is able both to create and approve a payment. This removes the security provided by the default setting that requires payments to be approved by a separate **User**. For security reasons, **the Bank** recommends that, wherever possible, you apply the default setting. **Self Approval** is likely to be appropriate if you have very few members of staff, making multi-user approval difficult. The **Payments Service User Guide** contains further information of **Self Approval** and **Permissions**.
- 6.2 From time to time you may wish to:
 - 6.2.1 add an additional **User**;
 - 6.2.2 remove an existing **User**; and/or
 - 6.2.3 amend the **Permissions** applicable to a **User**.In any such case you must follow the relevant instructions set out in the **Payments Service User Guide**.
- 6.3 Any **Permissions** and/or limits allocated to **Users** will, in relation to the **Payments Service** supersede any authorised limits set out in your existing **Mandate**. Any changes made to your **Mandate** will not affect the **Permissions** or limits allocated to **Users** of the **Payments Service**.

7. Charges

- 7.1 The **Charges** payable by you shall be those set out in the General Information On Payments, Charges & Contacts or as otherwise agreed in writing between **the Bank** and you.
- 7.2 **The Bank** will invoice you in respect of the **Charges** at such times as shall have been agreed with **the Bank**.
- 7.3 You authorise **the Bank** to debit the amount of the **Charges** shown on each invoice from the account identified in the **Payments Service** registration form. Where applicable you will set up a **Direct Debit** authority in favour of **the Bank**. **The Bank** will debit the account in the relevant amount not less than 14 days after the date of invoice.
- 7.4 If a **Direct Debit** authority to **the Bank** referred to in clause 7.3 above is cancelled or if no new **Direct Debit** authority is set up in its place, **the Bank** shall be entitled to suspend the **Payments Service** or terminate **The Agreement**.
- 7.5 If you are a financial institution then in order to support the recommendations of the Financial Action Task Force, applicable law and in pursuance of our policies with respect to money laundering counter terrorist financing and criminal activity, you shall not, unless otherwise agreed by us (and if so, subject to compliance with such conditions as we may stipulate from time to time) use the **Service** to make any payment in your name when acting as the payment service provider for a third party.

8. Liabilities

- 8.1 Where a payment is being made from an account at your **Other Bank** or the **Affiliate's Other Bank**, **the Bank** will pass your instructions received via the **Payments Service** to the **Other Bank** but will not be responsible for the implementation of your **Instructions** which will be the sole responsibility of your **Other Bank** or the **Affiliate's Other Bank** as the case may be. For the avoidance of doubt, **the Bank** will not be responsible for the failure or delay of the **Other Bank** to implement any such **Instruction** in whole or in part or any other failure to act in accordance with your **Instructions**.
- 8.2 In pursuance of clause 12.2 and clause 12.3 of these Product & Services Terms & Conditions the entire liability of **the Bank** in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising out of or in connection with the performance or contemplated performance of **The Agreement** in any period of 12 months (or such lesser period **The Agreement** has been in force) up to the date the liability was incurred shall not exceed (a) the amounts (if any) necessary to reimburse you in respect of any unauthorised transaction as required by law, plus (b) the aggregate of the **Charges** actually paid by you in respect of that period or the sum of £1,000 whichever shall be greater.

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Where possible
the exchange rate will
be determined in the
United Kingdom before
the payment is made

Lloyds Bank Corporate Markets plc is authorised and regulated in the UK as the non-ring fenced bank of the Lloyds Banking Group. The Jersey, Guernsey and Isle of Man branches of Lloyds Bank Corporate Markets plc are each separately licensed as regulated deposit-takers in their respective jurisdictions.

Lloyds Bank Corporate Markets plc is independent from Lloyds Bank plc, which is authorised and regulated in the UK as the ring fenced bank of the Lloyds Banking Group. For more information on ring-fencing visit international.lloydsbank.com/ringfencing

Important information

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

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

The Jersey branch of Lloyds Bank Corporate Markets plc, principal place of business: 11-12 Esplanade, St. Helier, Jersey JE2 3QA is regulated by the Jersey Financial Services Commission to carry on deposit-taking business under the Banking Business (Jersey) Law 1991 and general insurance mediation business under the Financial Services (Jersey) Law 1998 and has also notified the Jersey Financial Services Commission that it carries on money service business. Lloyds Bank Corporate Markets plc, Jersey Branch, subscribes to the Jersey Code of Practice for Consumer Lending.

The Guernsey branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 136, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EN is licensed by the Guernsey Financial Services Commission to take deposits and insurance intermediary business under the Banking Supervision (Bailiwick of Guernsey) Law, 1994, and the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law, 2002 (as amended), respectively, and is also registered with the Guernsey Financial Services Commission as a money service provider.

The Isle of Man branch of Lloyds Bank Corporate Markets plc, principal place of business: PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ is licensed by the Isle of Man Financial Services Authority to conduct deposit-taking and is also registered as an insurance intermediary in respect of general business.

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

Lloyds Bank Corporate Markets plc, Jersey Branch trading as Lloyds Bank International is a participant in the Jersey Bank Depositors Compensation Scheme. The Scheme offers protection for eligible deposits of up to £50,000. Eligible deposits are deposits held by private individuals and charities. Depositor protection does not extend to corporations, small to medium sized enterprises, partnerships and trusts. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details of the Scheme and banking groups covered are available on the States of Jersey website www.gov.je/dcs or on request.

The Jersey branch of Lloyds Bank Corporate Markets plc is not and is not required to be authorised under the Financial Services and Markets Act 2000 of the United Kingdom and therefore is not subject to the rules and regulations of the Financial Services Compensation Scheme made under that Act for the protection of depositors.

Lloyds Bank Corporate Markets plc, Isle of Man Branch trading as Lloyds Bank International is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010.



LLOYDS BANK

CBALB009 (03/20)