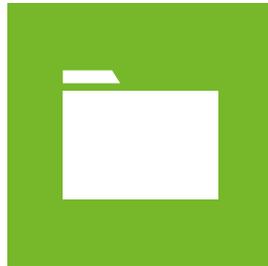


COMMERCIAL BANKING



BULK CHEQUE PROCESSING SERVICE

Product & Services Terms & Conditions



LLOYDS BANK

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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.





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.

BGC

means bank giro credit from a UK clearing bank or UK building society.

Bundle

means a bundle of up to 250 **Cheques** accompanied by a **BGC** and associated add listing.

Charges

means the applicable charges for the **Service** payable by you to us and referred to in clause 4.

Cheques

means, for the purpose of the **Service**, the following provided that they are payable in sterling and drawn on a UK clearing bank or UK building society:

- Cheques, Travellers Cheques and Bankers Drafts
- Government Payable Orders and Warrants issued by HM Paymaster General; and
- UK Postal Orders.

Clearing Centre

means the premises, nominated by us, at which your **Cheques** and **BGCs** will be processed.

Customer Identification Ticket

means the ticket supplied by us and completed by you when preparing **Cheques** and **BGCs** for collection.

Customer Preparation Checklist

means the checklist provided by us to you detailing the way that **Cheques** and **BGCs** should be presented into the **Clearing Centre**.

DX Mail Service

means the DX business mail network, which can be used as an alternative to a BSIA approved **Security Company**, contracted by you (and acting solely on your behalf) to transport the **Cheques** from you and deliver to the **Clearing Centre**.

Service

means the Bulk Cheque Processing Service provided pursuant to these Product & Services Terms & Conditions.

Security Company

means the security company approved by the British Security Industry Association ("BSIA"), and/or **DX Mail Service** and contracted by you (and acting solely on your behalf) to transport the **Cheques** from you and deliver to the **Clearing Centre**.

Voucher Image

means an electronic image, front and back, of the **Cheques** and **BGCs** captured during processing.

Voucher Imaging

means the process that enables images of **Cheques** and **BGCs** to be exchanged between banks and building societies, through the Image Clearing System, for clearing and payment.

2. The Service

- 2.1 We shall perform the **Service** with reasonable skill and care and take reasonable steps to ensure that no **Cheques** are lost or damaged or destroyed whilst in our actual physical possession and/or control.
- 2.2 You are required to enter into a separate contract with a **Security Company** for deliveries into the **Clearing Centre**. We understand that there are arrangements in place between you and the **Security Company**, contracted by you and acting solely on your behalf, for the collection and delivery of **Cheques** to us for credit to your account(s) with us.
- 2.3 Until receipt by us of written notice from you to the contrary, we will accept from the **Security Company** such separate sealed **Bundles of Cheques** (together with the relevant documentation) as the **Security Company** may deliver from time to time to the **Clearing Centre** premises nominated by us. We reserve the right to nominate another **Clearing Centre** at our absolute discretion from time to time and will not be responsible for any costs incurred as a result of this change.
- 2.4 You acknowledge that we are acting as your agent in the collection of **Cheques** and we shall (save to the extent that we are negligent) have a right of indemnity against you in respect of claims by third parties against us for conversion of **Cheques** or for money had and received.
- 2.5 We undertake to use reasonable endeavors to process all **Cheques** received by us within the proposed timescales set out in these Product & Services Terms & Conditions.
- 2.6 The **Service** is designed for UK sterling **Cheques**. The **Service** is not designed for cash, electronic vouchers, foreign cheques, drafts, non UK Payment Orders and other non-clearing items and these are not provided for under these Product & Services Terms & Conditions.
- 2.7 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.
- 2.8 You can add additional accounts to the **Service**, via your Relationship Manager or relationship team. **Charges** will be collected from the original nominated account. If you require the charge to be taken from a different account you will need to complete a separate application form for the **Service**.



The Service is designed for sterling cheques drawn in England, Scotland, Wales and Northern Ireland.



3. Operations Procedure

Business Day 1

- 3.1 The Client stated in the application form for the **Service** (or a third party acting on your behalf) receives and processes **Cheques** in accordance with our procedures.
- 3.2 You are responsible for ensuring that the **Cheques** are valid and complete in all respects and are properly payable to you. You acknowledge that we will only seek to reconcile the **Cheques** amount in accordance with paragraph 3.10.
- 3.3 You shall maintain an audit trail and capture full codeline details of each **Cheque** to be processed, by whatever means available to you. The audit trail shall be retained by you for a period of not less than six months.
- 3.4 **Cheques** must be prepared by you in **Bundles** of no more than 250 items. Each **Bundle** must be accompanied by a fully completed **BGC** and an add listing as specified in the **Customer Preparation Checklist**.
- 3.5 The **Cheques**, add listings and **BGCs** must then be placed by you in the designated delivery packaging on which your name and the date of remittance are clearly visible. A **Customer Identification Ticket** must be completed for, and placed in each bag submitted. We will supply **Customer Identification Tickets** and **BGCs** when requested to do so by you and providing that such requests are reasonable in relation to anticipated usage.
- 3.6 **Cheques** which are received and accepted at the **Clearing Centre** by 19.30 on any **Business Day** will be processed on the same **Business Day**. Any **Cheque(s)** which we are unable to process, e.g. non clearing or damaged items, will be advised to you by letter the next **Business Day** after processing. Failure to prepare **Bundles** correctly may result in a delay in processing or **Bundles** to be returned to you for repair and re-submission.
- 3.7 Any deliveries which are received after 19:30 will be processed on the next Business Day after receipt.
- 3.8 We will not be responsible and no risk will pass to us in respect of any **Cheques** and/or credit slips until they have been delivered to and accepted by the **Clearing Centre**.
- 3.9 We shall notify you by telephone of any delivery(ies) which has/have been damaged to an extent where we feel that the contents could have been interfered with and we identify any discrepancy(ies), as soon as is practical after such damaged delivery(ies) is/are received and accepted from the **Security Company**. We shall also forward full written details to you no later than 3 Business Days after the date the damaged delivery(ies) is/are received.
- 3.10 At the **Clearing Centre** the delivery(ies) is/are opened and prepared for processing. Reasonable attempts will be made to resolve any discrepancies by checking the add listings and **BGCs**. We will notify you by letter of any alterations made to the **BGCs** where the discrepancy is £10 and over.

Business Day 2

- 3.11 Funds will be available for withdrawal by 23.59 on this Business Day (subject to post payment fraud measures). Until this time **Cheques** may be returned unpaid.
- 3.12 Any returned **Cheques** will be automatically debited from the account stated in the crediting details section of the application form for the **Service**. You will be notified by letter which will include a **Voucher Image** of the **Cheque** and the reason for its return.
- 3.13 **Voucher Images** will be retained by us for a period of 10 years. Original paper items will be destroyed after 15 Business Days.

4. Charges

- 4.1 We will provide the **Service** as set out in these Product & Services Terms & Conditions at the **Charges** set out within the Bulk Cheque Processing Service – Charges Schedule, or as otherwise agreed in writing with your relationship team, (and as amended by us from time to time in accordance with the Relationship Terms & Conditions).
- 4.2 If any error in the **Charges** is notified by you to us, we will take all reasonable steps as necessary to promptly rectify any such error in a manner agreed between you and us.

5. Contact Details



You can contact us through your relationship team by using the contact details given to you when you applied for the **Service**, or by such other contact methods as we may from time to time advise you



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



Contact for missing work or incorrect credit received:
iPSL Research & Adjustment Team on
0345 1650414, Option 2



Contact for stationery: Bulk Stationery Team on
01634 642456 or via email at
corp.bulkstationery@lloydsbanking.com

6. Other Terms

- 6.1 Each of our services and products have separate terms and conditions applying to them (including in the form of other Product & Services Terms & Conditions).
- 6.2 These Product & Services Terms & Conditions apply to the **Service** only. Subject to clause 6.3 and clause 6.4, 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.
- 6.3 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 **Service** you receive from us, these Product & Services Terms & Conditions will take precedence.
- 6.4 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.



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





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