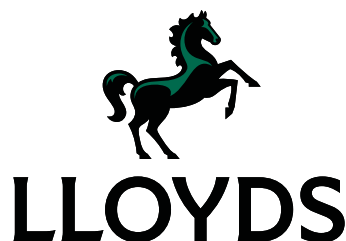


BUSINESS & COMMERCIAL



# Undesignated Client Account or Designated Client Account

Core Banking Agreement  
Product & Services Terms & Conditions





T&Cs

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Contains additional terms and conditions for the Undesignated Client Account or Designated Client Account which you hold with us.

## **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**.



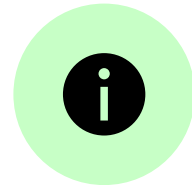
## Relationship Terms & Conditions

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](https://lloydsbank.com/corebankingagreement) or request a copy from your relationship team.



# 1. Meaning of words we use

## **Business Day**

Mondays to Fridays except public and bank holidays. Most services are available 9am to 5pm but some branches may have shorter opening times.

If the **Client Account** is a euro denominated currency account, then for the purposes of payments to and from the **Client Account**, the term "Business Day" includes a **Euro Payment Day** if a **Euro Payment Day** does not otherwise fall on a **Business Day**.

## **Client**

Any person to whom you provide any goods or services.

## **Client Account**

The Designated Client Account or Undesignated Client Account subject to these terms and conditions.

## **Designated Client Account**

An account held with us in your name which is designated as holding funds which are beneficially owned by one or more of your **Clients**. The money paid into a Designated Client Account belongs to the **Client** which you name in the Designated Client Account title. You give us this title when you open your Designated Client Account.

## **Euro Payment Day**

A day on which **TARGET2** is open for settlement of payments in euro.

## **Law**

Means all relevant laws, rules, regulations, statements of practice, guidance notes or interpretations published by any regulatory authority, industry body or other institution.

## **Non-Sterling Currency Account Charging Cycle**

The monthly, quarterly, or half-yearly charging cycle relating to the payment of interest and charges on a **Client Account** agreed with us.

## **SEPA Direct Debit Scheme**

The service for making **Direct Debit** payments within the Single Euro Payments Area (SEPA) countries.

## **TARGET2**

Means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

## **Undesignated Client Account**

An account held with us in your name which is holding pooled funds beneficially owned by an unlimited number of your **Clients**, but where those **Clients** are not named or otherwise identified in the title of the account.

## 2. What do you need to read to understand your agreement with us relating to your Client Account?

These Product & Services Terms & Conditions are just one part of the agreement between you and us relating to the **Client Account** you hold with us.

You also need to read:

- The Relationship Terms & Conditions;
- The authority you have given to us relating to the operation of your **Client Account**;
- Your application form for the **Client Account**;
- The General Information On Payments, Charges & Contacts.

## 3. What happens if the documents which make up the agreement say different things?

If these Product & Services Terms & Conditions say one thing, and the Relationship Terms & Conditions say another, these Product & Services Terms & Conditions will apply.

## 4. Which rules apply when you open a Designated Client Account?

When you open a **Designated Client Account**, you must provide us with certain information about each of your **Clients** because we are required to complete customer due diligence checks. We are also required to report information about the tax status of your **Clients** to tax authorities. We will provide you with an application form, checklist, tax forms and guidance on how the tax forms need to be completed. You must:

- complete an application form and checklist for each **Client** you want to open a **Designated Client Account** for;
- if applicable, make sure each **Client** completes a tax residency self-certification form and check that this form is consistent with your records and knowledge about the **Client**;
- return the completed application form, checklist and tax-residency self-certification form to us; and
- notify us of changes to each **Client's** circumstances if they relate to information provided to us as part of the process of opening the **Designated Client Account**.

Where applicable, you must allow us to carry out our own customer due diligence checks on your **Clients** if we decide to do that. You must provide help to us so we can do that, if we ask you to. We can carry out the checks ourselves, even if we are entitled to rely on your customer due diligence checks.

## 5. Which rules apply when you open an Undesignated Client Account?

When you open an **Undesignated Client Account**, you accept that we can rely on you having completed customer due diligence checks on each of the **Clients** for which funds are held in the **Client Account** in accordance with **Law**.

You must allow us to carry out our own customer due diligence checks on your **Clients** if we decide to do that. You must provide help to us so we can do that, if we ask you to. We can carry out the checks ourselves, even if we are entitled to rely on your customer due diligence checks.

## 6. Are there any rules which apply to how you use your Client Account?

You must only use your **Client Account** for the purpose of holding **Client** funds.

You must ensure that any money which you hold with us in a **Client Account** is held by you in accordance with **Law**. You must also make sure that the way you hold that money protects it from your creditors. We are not responsible for doing this for you. We cannot advise you on how to make sure that you comply with the **Law** that applies to your business.

If you do not pass on all interest earned on the **Client Account** to your **Client**, you agree that you will notify your **Client** that you have opted to retain all or a portion of the interest paid.

A **Client Account** can be denominated in sterling or a currency other than sterling if we offer an account in that denomination. To hold a client money account in a currency other than sterling, you must maintain a primary current account and if you hold a **Designated Client Account** in a currency other than sterling, you must also maintain a sterling **Designated Client Account** which mirrors the non-sterling denomination.

We acknowledge that you act as trustee in respect of your **Clients** and in particular that money paid into or held in the **Client Account(s)** is held by you on trust for your **Clients**. Where you hold money as trustee under the client money rules of the Financial Conduct Authority, we will countersign the CASS 7 letter, required pursuant to those client money rules, that you provide to us. For other sectors, we can also provide separate client money acknowledgement letters on request.





## 7. How can payments into and out of the Client Account be made?

Cash cannot be paid into or withdrawn from the **Client Account**. Payments in and out of the **Client Account** can only be made electronically.

No cheque facility will be issued or made available for use with a **Client Account**.

When you ask us to make payments from the **Client Account**, we will always make those payments in the currency of the **Client Account** unless you specifically ask us to do something different. Where the **SEPA Direct Debit Scheme** is used payments will always be made in Euro.

For some currencies we may need to convert your balance into the relevant foreign currency and check that a **Client Account** will be held by our appointed bank in that country in order that we can ensure that such **Client Account** is held in accordance with local laws and banking practices. Details of whether a **Client Account** is held with an appointed bank is available from us on request.

All payments into a **Client Account** must be made in the currency of the **Client Account**.

## 8. What currency will show on your statements when you make or receive payments?

Payments to and from your **Client Account** will show on your statements in the same currency as the **Client Account**.



## 9. Can we take money from your Client Account to pay off a debt you owe?

No. We won't ever take money from your **Client Account** to pay off debts that you owe.

## 10. Can you have an overdraft?

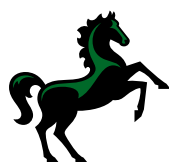
We will not agree an authorised overdraft on your **Client Account**. An authorised overdraft is an overdraft we agree in advance with you and which is subject to a separate agreement between you and us.

You must not let your **Client Account** go into an unauthorised overdraft. You will be using an unauthorised overdraft if you take out cash or make a payment when you don't have enough available funds. You will also be using an unauthorised overdraft if a payment into your **Client Account** is recalled by the paying bank or we have added charges, and you don't have enough available funds in your **Client Account** to cover the amount.

When we say available funds, this includes the amount of any credit balance on your **Client Account**. It doesn't include any funds which are not yet available for you to use (like recent cheque deposits) or payments we have authorised but not yet taken from your **Client Account**.

If your **Client Account** does become overdrawn, we will charge interest at the relevant rate for unauthorised overdrafts. You may also have to pay other charges. For details of our unauthorised overdraft interest rate and charges, please see the General Information On Payments, Charges & Contacts brochure or refer to **General information on payments, charges & contacts**.





**LLOYDS**