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# GENERAL TERMS AND CONDITIONS FOR A SOLE TRADER

General Terms and Conditions

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**LLOYDS BANK**

LLOYDS BANK INTERNATIONAL

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# General Terms and Conditions for a Sole Trader ("General Terms and Conditions")

These General Terms and Conditions are effective from 4 September 2019

This document contains the general terms and conditions that apply to our non-personal bank accounts set out in the Table of Accounts below, and to the benefits and services related to those accounts which we provide to you. Please read it carefully and keep for future reference.

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## Table of Accounts

Accounts in this table are grouped according to the Bank's system on which they are held and the functionality available on the accounts. An account may be a Group A Account or a Group B Account.

Accounts to which the Agreement applies:

### GROUP A Accounts

(These are available to customers of Lloyds Bank Corporate Markets plc only)

Account Name	Type
Island Business Current Account	Current Account
Business Extra Account	Current Account
Small Business Tariff Account	Current Account
Island Treasurers Account	Current Account
Island Business Tracker Account	Current Account
Island Trust Account	Current Account
Island Business High Interest Cheque Account	Current Account
Island Professional Choice Account	Current Account
Island Clients Account	Deposit Account
Island Business Reserve Account	Deposit Account
Offshore Business Call Account	Deposit Account
Offshore Premier Interest Account	Deposit Account
Health Authority Account	Deposit Account

### GROUP B Accounts

Account Name	Type
30 Day Notice Account	Deposit Account
32 Day Notice Account	Deposit Account
95 Day Notice Account	Deposit Account
Money Market Call Account	Deposit Account
Call Account	Deposit Account
Fixed Term Deposit Account	Fixed Account
Partial Withdrawal Fixed Term Deposit Account	Fixed Account
Tracker Term Deposit Account	Fixed Account
Other Call/Deposit Accounts held with us and not listed elsewhere in this Table of Accounts	Deposit Account

**Important Note:** This Table of Accounts is current as at 13 January 2018. We may change this Table of Accounts at any time by giving you notice as set out in clause 23 of these General Terms and Conditions. Not all customers are eligible for all the accounts shown. A copy of the current Table of Accounts, available from time to time, is available on request from your relationship manager.

# Section A – How the Agreement works, definitions and governing law

## 1. How the Agreement works

2. Section A of this document explains the Agreement between you and us in connection with the business account(s) which you hold with us and the benefits and services related to those accounts which we provide to you. You should read this document carefully and keep it for future reference.
3. Section B of this document sets out certain provisions for bank accounts held with, and the benefits and banking services provided by, Lloyds Bank Corporate Markets plc trading as Lloyds Bank International.
  - 3.1 To fully understand your relationship with us, you need to read:
    - a. these General Terms and Conditions;
    - b. any Account Terms and Conditions which apply to your account(s);
    - c. the Application Form(s);
    - d. the Authority;
    - e. the charges (including those set out in the Charges Guide) and interest rates that we have informed you apply to your account(s);
    - f. any separate terms and conditions which relate to the other benefits and services we may provide you. These may include, for example, separate terms and conditions for debit cards, overdraft facilities, and Internet Banking; and
    - g. any additional documents which we, from time to time, have agreed with you apply to your account(s) and/or to the benefits and services provided to you and form part of the Agreement.
  - 3.2 Each of your accounts will be held at the Branch at which you applied to open it.

## 4. Definitions

- 4.1 In the Agreement:

**Account Terms and Conditions** means the account terms and conditions which we provide to you in connection with the operation of your account(s), as amended from time to time;

**Agreement** means the agreement between you and us in respect of the bank account(s) which you hold with us and the benefits and services related to those accounts which we provide to you (whether now or in future), and which is made up of:

- a. these General Terms and Conditions;
- b. any Account Terms and Conditions which apply to your account(s);
- c. the Application Form(s);
- d. the Authority;
- e. the charges and interest rates that we have informed you apply to your account(s) (including those charges which are set out in the Charges Guide);
- f. any separate terms and conditions which relate to the other benefits and services we may provide you. These may include, for example, separate terms and conditions for debit cards, overdraft facilities, and Internet Banking; and
- g. any additional documents which we, from time to time, have agreed with you apply to your account(s) and/or to the benefits and services which we provide to you and form part of the Agreement;

**Application Form** means the application form(s) which you complete in order to apply for certain accounts, benefits or services with us. We reserve the right not to accept an Application Form without providing any reason;

**Authority** means the authority document(s), including any appendices and any subsequent properly authorised addition or alteration to them (if applicable), which are completed by you in relation to the operation of your account(s) and the benefits and services related to those accounts;

**Branch** means any one of the Jersey Branch, the Guernsey Branch or the Isle of Man Branch, depending on where each of your accounts is held;

**Charges Guide** means the leaflet(s) (such as the leaflet entitled "Your Guide to Bank Charges") which we have informed you apply to your account(s) and/or to the benefits and services which we provide to you and which set out the most common charges and the method we use to calculate our charges (as the same may be amended from time to time);

**Compliance Obligations** means the obligations of Lloyds Banking Group to comply with any local or foreign law, regulation, judgment or court order, voluntary code, sanctions regime, treaty, requests from or agreements between any member of Lloyds Banking Group and/or a legal, regulatory, government, law enforcement, securities exchange, tax or other authority with jurisdiction, applicable to us or a member of Lloyds Banking Group;

**Confidential Information** means any information, whether written, oral, in electronic form or in any other media, that (i) is disclosed by you or us, or on behalf of you or us, to the other in connection with the Agreement and that relates in whole or in part to your or our business (or the business of any member of Lloyds Banking Group); and/or (ii) relates to the terms of the Agreement (but it does not include the existence of The Agreement);

**Current Account** means any account which we have indicated is a current account in the Table of Accounts;

**Cut-off Time** means the time on each Working Day that instructions must be received by us to enable the instruction to be processed on the same Working Day. This will not usually be before 2pm (UK time). However, cut-off times for different types of instruction will vary depending on the specific circumstances associated with such instructions. Specific details of cut-off times are available from your relationship manager;

**Deposit Account** means any account which we have indicated is a deposit account in the Table of Accounts;

**Fixed Account** means any account which we have indicated is a fixed account in the Table of Accounts;

**Group A Account** means any account which we have indicated is a Group A Account in the Table of Accounts;

**Group B Account** means any account which we have indicated is a Group B Account in the Table of Accounts;

**Guernsey Branch** means the Guernsey branch of Lloyds Bank Corporate Markets plc, PO Box 136, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EN which also includes our branch in Alderney, 35 Victoria Street, Alderney GY9 3TA;

**Insolvency Event** means that: (i) you or your assets become subject to bankruptcy proceedings; (ii) you enter into a composition arrangement with or convene a meeting of your creditors; (iii) your affairs are declared to be in a state of *désastre* at a meeting of arresting creditors held before a commissioner; (iv) an interim vesting order in *saisie* is made in respect of any of your real property in the Bailiwick of Guernsey; (v) you are declared "bankrupt" as defined in Article 8 of the Interpretation (Jersey) Law 1954; (vi) you are deemed to be insolvent and/or unable to pay your debts as they fall due; (vii) any analogous event occurs, or proceeding is taken in any jurisdiction; or (viii) you die or become of unsound mind or have a guardian appointed in respect of your affairs;

**Internet Banking** means any internet banking service provided by us (subject to eligibility) and which, if available, is governed by separate terms and conditions;

**Isle of Man Branch** means the Isle of Man branch of Lloyds Bank Corporate Markets plc, PO Box 111, Peveril Buildings, Peveril Square, Douglas, Isle of Man IM99 1JJ;

**Jersey Branch** means the Jersey branch of Lloyds Bank Corporate Markets plc, 11-12 Esplanade, St. Helier, Jersey JE2 3QA;

**Lloyds Banking Group** means us and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on the Lloyds Banking Group can be found at [lloydsbankinggroup.com](http://lloydsbankinggroup.com);

**Security Details** means any of the identifying passwords, numbers (including PINs), codes, security procedures or other information which we provide to you and your Signatories (or which you and your Signatories choose in accordance with the requirements specified by us) that we require you to use in order to operate your account(s);

**Signatories** means any one or more of the signatories who are authorised to operate your account(s), as named in the Authority. Note that it is your responsibility to ensure that all Signatories comply with the terms of the Agreement;

**Standard Exchange Rate** means the rate that we use for converting one currency into another and which is determined by a member of Lloyds Banking Group acting in its sole discretion. Our Standard Exchange Rate may vary during the course of each Working Day (for example, to reflect movements in foreign exchange markets), and may differ depending on the type of transaction which is being performed (for example, depending on whether the account is a Group A Account or a Group B Account). You can find out details about our Standard Exchange Rate (including the exchange rate which will apply when you give us certain instructions) and the currencies which we are able to convert by contacting your relationship manager or by calling us on the number given in Appendix 2 of these General Terms and Conditions;

**Table of Accounts** means the table of accounts set out at the start of this document and which is also made available on our Website (as amended from time to time);

**Third Party Provider** means a service provider authorised under EU law to access information or make payments for you from your accounts;

**we/us/our/the Bank** means Lloyds Bank Corporate Markets plc, a company incorporated in Jersey with registered No. 4029, operating through our Jersey Branch, Guernsey Branch or Isle of Man Branch (depending on the Branch at which each of your accounts is held);

**Website** means [islandscommercial.lloydsbank.com](https://islandscommercial.lloydsbank.com);

**Working Day** means Monday to Friday (other than English bank and public holidays). In all cases, how long a Working Day lasts will depend on the Cut-off Time for the particular method of making or receiving payments or the currency involved. Our branches in the Channel Islands and the Isle of Man may be closed on certain Working Days (for example, on bank and public holidays specific to Jersey, Guernsey, Alderney or the Isle of Man) and certain services may not be available to you on these days; and

**you/your/the Business** means the sole trader named in the Authority and includes your personal or legal representatives, successors or assignees.

## 5. Interpretation

- 5.1 In the Agreement, unless the context otherwise requires:
- the singular includes the plural and the masculine includes the feminine and neutral genders and vice versa; and
  - section headings and clause headings are inserted for convenience only and shall not affect the construction of the Agreement.

## 6. Law applying to the Agreement

- 6.1 The Agreement is governed by the law of the jurisdiction in which each of your accounts is held. This will be the law of Jersey, the Island of Guernsey (including where your account(s) is/are held with our branch in Alderney) or the Isle of Man determined by where the relevant account is held. The courts of each jurisdiction shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the accounts which you hold in that jurisdiction.
- 6.2 To the extent permitted by the law of the jurisdiction in which each of your accounts is held, we agree with you that no statutory terms to the extent permitted by the law of the jurisdiction in which each of (which shall include warranties, conditions or other contractual provisions) or rights, duties or liabilities imposed under the Supply of Goods and Services (Jersey) Law 2009 (or any legislation analogous thereto in the jurisdiction in which each of your accounts is held) shall apply to you or us in relation to the Agreement..
- 6.3 If any term of the Agreement is held unenforceable, unlawful or void by the courts of any relevant jurisdiction, then to the fullest extent permitted by the relevant governing law that term will be separated from the rest of the Agreement and the rest of the Agreement will continue to be valid and enforceable.
- 6.4 Third Party Providers are not authorised and regulated in Jersey, Guernsey and the Isle of Man. They are not permitted under local law. We're not responsible for any loss that results if you break local laws by using a Third Party Provider.
- 6.5 You agree that we may deduct from your account any reasonable fees and expenses incurred by the Bank or the Lloyds Banking Group in carrying out its functions under the Dormant Bank Accounts (Jersey) Law 2017 (or any legislation analogous thereto in the jurisdiction to which each of your accounts is held).

## Section B – Other provisions

### 7. Introduction

- 7.1 These General Terms and Conditions form part of the Agreement between you and us in relation to the business bank accounts which you hold with us and the benefits and services related to those accounts which we provide to you.
- 7.2 If any provision in these General Terms and Conditions is inconsistent with any provision of the Account Terms and Conditions, the Account Terms and Conditions will take priority.
- 7.3 If any provision in these General Terms and Conditions is inconsistent with any provision of any separate terms and conditions relating to a particular benefit or service, the separate terms and conditions will take priority.

### 8. Confidentiality

- 8.1 We and you will:
  - 8.1.1 keep Confidential Information secret and only disclose it in the manner and to the extent expressly permitted by the Agreement or otherwise as permitted by the terms of the disclosure; and
  - 8.1.2 use the Confidential Information only to the extent necessary for the performance of obligations under the Agreement.
- 8.2 We and you may disclose Confidential Information:
  - 8.2.1 to such officers and employees and, in our case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with obligations under the Agreement and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this section entitled "Confidentiality";
  - 8.2.2 to such auditors and professional advisers who need access to that Confidential Information and, in such circumstances, you or we (as applicable) will take all necessary steps to ensure that any person to whom Confidential Information is disclosed will comply with this section entitled "Confidentiality"; and
  - 8.2.3 to the extent required by applicable law or a court of competent jurisdiction or a regulatory authority or the rules of any listing authority, stock exchange or the Panel on Takeovers and Mergers or any successor body.
- 8.3 We, and other members of the Lloyds Banking Group, may also use, retain and disclose Confidential Information about you to the extent required to meet Compliance Obligations and internal policies or procedures, to maintain your relationship with Lloyds Banking Group (including promotion of other products and services), enforce or defend our rights or those of a member of Lloyds Banking Group and to prevent or detect crime.
- 8.4 The obligations under this section do not extend to any Confidential Information which:
  - 8.4.1 has ceased to be secret without default by the party receiving the Confidential Information;
  - 8.4.2 was already in the possession of the party receiving the Confidential Information prior to disclosure by the other party;
  - 8.4.3 was received from a third party who did not acquire it in confidence and who was free to make it available without limitation; and/or
  - 8.4.4 at the time of disclosure was in the public domain or subsequently enters into the public domain without any default on the part of the party receiving the information.
- 8.5 You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing services to you. This won't affect any rights any person has under data protection legislation. You can withdraw your consent by ending your agreement with us.

### 9. Instructions

- 9.1 Subject to the Authority, the Account Terms and Conditions and any separate terms and conditions relating to a particular benefit or service and compliance by you with any additional steps or security measures which we may apply, instructions can be given:

- a. in writing at one of our Branches, by post, facsimile or scanned by email (where you have authorised this by completing our Code authenticator form), which must include the signature(s) of your Signatories in accordance with the Authority;
  - b. by using your debit card (if we have provided you with one) for example, to give us instructions by cash machine, card machine or contactless card;
  - c. using Internet Banking (subject to eligibility); or
  - d. by any other means we tell you are available.
- 9.2 You must ensure that you use and comply with the security procedures we notify you of from time to time, including complying with the requirements of clause 15 (Security Details) in respect of the protection of Security Details. It is your responsibility to ensure that your Signatories use and comply with these security procedures when operating your accounts.
  - 9.3 Where we are given an instruction, you are responsible for checking that the details are correct. Where we are given an instruction to make a payment, for example, we will not be liable if your payment is delayed, deferred, refused, reversed or sent to the wrong person because we have been given the wrong details. If a payment is sent to the wrong person in these circumstances, we will use reasonable efforts to recover the payment and we may charge you for doing so (whether or not the payment is successfully recovered).
  - 9.4 If you give us an instruction, we will process it on the Working Day we receive it, provided that it is received before the relevant Cut-off Time and unless you have asked us to make the payment on a future date. If an instruction is not received by the Cut-off Time on a Working Day, we will treat it as being received on the next Working Day.
  - 9.5 If you give us an instruction through Internet Banking, we will advise you of the Cut-off Time and processing times upon request to your relationship manager. If you or your Signatories make a transfer in a branch we will advise you of the Cut-off Time and processing times at the time of the transfer, upon request.
  - 9.6 You authorise us to act upon any instruction which we reasonably believe is given to us in accordance with the Authority, even where such an instruction creates a debt on your accounts or has not come from you. You are responsible for payment of any debt or liability which arises on your accounts in these circumstances and, subject to clause 22 (Liability), must indemnify us against any loss we suffer as a result of acting in good faith on an instruction from, or apparently from, you (including instructions from, or apparently from, your Signatories).
  - 9.7 Notwithstanding that we are permitted to act upon any instruction which we reasonably believe is given to us in accordance with the Authority, we can (but are not obliged to) request additional information or written confirmation of your instructions.
  - 9.8 We reserve the right to delay, defer, refuse to act on, refuse to accept or reverse any of your instructions (including any payment instructions) or any payment into your accounts if:
    - a. we reasonably believe that by acting on your instructions or accepting a payment into your accounts:
      - i. it might cause us (or another company in the Lloyds Banking Group) to breach a legal requirement, commit a criminal offence or expose us (or another company in the Lloyds Banking Group) to action or prosecution from any government, regulator or law enforcement agency; or
      - ii. it might cause reputational damage to us (or another company in the Lloyds Banking Group);
    - b. you do not have sufficient funds available at the time you give us a payment instruction or on the date that we process the payment instruction (in the case of future dated payment instructions), or you have exceeded a limit we have applied to your account or debit card (such as the daily limit for withdrawals from cash machines or any per transaction limit for standing orders);
    - c. your instructions are not clear or you have not provided us with the correct details;
    - d. the instruction or payment seems unusual compared with the way you normally use your accounts;
    - e. we deem it necessary to undertake investigations for legal, regulatory, security, contractual or any other reasons;

- f. we reasonably believe that you may not have properly authorised the instruction;
- g. we reasonably believe that you or someone else has used or is using or obtaining or may use or obtain your accounts or our services illegally, fraudulently or otherwise in breach of the Agreement;
- h. we reasonably believe that you or someone else may have rights over the money in your account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we reasonably need to do to protect us); or
- i. our internal security controls require you to produce additional identification or prevent us carrying out the transaction (for example, if it is for more than the maximum amount we set at any point in time).

We may also delay, defer or refuse to act on your instructions in the circumstances set out in clause 12.1, when you give us an instruction to be sent using the Faster Payments scheme.

- 9.9 We, and/or any member of Lloyds Banking Group, may be obligated or otherwise determine to comply with sanctions and/or embargoes imposed by local law and/or by the international community including the UK, EU, UN and the USA. We may decline to accept payment instructions and may delay, defer or refuse to (i) make or receive any payment or (ii) take any action in connection with a payment instruction if it would result, or in our reasonable opinion (following such investigation as we, in our absolute discretion, deem necessary) is likely to result, in a breach by us, any member of the Lloyds Banking Group or any of its or their respective employees of any sanction or embargo whether or not imposed in the UK, Channel Islands or the Isle of Man, and we will not be liable for any loss, damage, cost or expense for any such reason. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required or permitted by the laws of Islands Jersey, the Island of Guernsey (including where your account(s) is/are held with our branch in Alderney) or the Isle of Man, as applicable.
- 9.10 Subject to clause 22 (Liability), we will not be liable to you for any loss, damage, cost or expense suffered by you as a result of our delaying, deferring, refusing to act on, refusing to accept or reversing your instructions or any payment into your account(s).
- 9.11 Unless we are prevented by law from doing so, we will attempt to contact you as soon as possible by telephone (for example, by telephoning you or any one of your Signatories) or in writing to tell you if we intend to delay, defer, refuse to act on, or reverse your instructions. If we are unable to tell you in advance that we intend to delay, defer, refuse to act on, or reverse your instructions, we will tell you as soon as possible afterwards.
- 9.12 Where we are notified by a UK banking industry payment scheme such as the current account switch service that a person you have asked us to pay has switched their current account to another bank, we will update your instruction with their new sort code and account number to make sure that your payment reaches the correct account within the agreed timescales.
- 9.13 **Changing or cancelling payment instructions**
- a. If you ask us to make a payment immediately, we cannot change or cancel the payment instruction because we start processing it when we receive it.
  - b. You can cancel a standing order and any other payment which you asked us to make on a future date as long as you tell us by the end of the last Working Day before the payment is due to be made so that we can suspend any future payments. If you ask us to cancel a future dated payment instruction, we may charge you for trying to cancel that instruction (whether or not the future dated payment instruction is successfully cancelled).
  - c. If you wish to cancel or change a direct debit, as well as telling us so that we can suspend any future payments, you should also tell the business or organisation so they can cancel the direct debit.

## 10. Payments into your accounts

We may accept payments into your account(s) in accordance with this clause 10 (subject always to the conditions governing your instructions stated in clause 9 (above)).

The timing of payments into your account(s) depends on how the payment is made and where it has come from. In this clause 10 we explain the timing of different types of payment into your account, including:

- when we show them in your account;
- when we pay interest on payments (or, where relevant, use them to reduce the interest you pay), if we pay or charge interest on that account; and
- when they are available for you to use for withdrawals or other payments out of your account.

Where you pay in coins at a UK counter branch, in any day we will usually limit you to ten bags of coin, regardless of the number of accounts you have. You cannot use one of our UK counter-free branches to pay coins into your account.

Where you pay in cash through a UK mobile branch, in any day we will usually limit you to £5,000, of which no more than five bags can be coin.

### 10.1 Cash payments into your account (Group A Accounts only)

- a. We accept cash deposits into Group A Accounts only. We do not accept cash deposits into Group B Accounts.
- b. Where a cash deposit is made to your Group A Account, how quickly the funds will be available for you to use and start to earn interest (if any) on will depend on when we receive the cash:
  - i. **Paid in on a Working Day, in pounds, at a Lloyds Bank or, in Scotland, Bank of Scotland, branch counter:** We will show the deposit in your account and allow you to use it straightaway and you will earn any interest on it (or use it to reduce any interest you pay) from that Working Day.
  - ii. **Paid in on a non-Working Day, in pounds, at a Lloyds Bank or, in Scotland, Bank of Scotland, branch counter:** We will show the deposit in your account and allow you to use it straightaway but it will not earn any interest (or reduce the interest you pay) until the next Working Day.
  - iii. **Paid in, in pounds, at a Lloyds Bank or, in Scotland, a Bank of Scotland Depositpoint™:** If you pay in before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm on a Working Day, we will show the deposit in your account and it will earn any interest (or reduce the interest you pay) from that Working Day. We will allow you to use it as soon as we have counted the cash, which will be shortly after the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm and in any case by the end of the Working Day. If you pay in after the Cut-off Time or on a non-Working Day, we will process your deposit on the next Working Day.

### 10.2 Cheques in pounds paid into your account

For a period of time there will be 2 cheque clearing processes. The 2-4-6 clearing process and the cheque imaging process.

#### Group A Accounts (2-4-6 clearing process)

- a. When a cheque in pounds from any bank in the UK, the Isle of Man, the Channel Islands or Gibraltar (the “paying bank”) is paid into your Group A Account with us through a Lloyds Bank branch or a Lloyds Bank branch Depositpoint™ box before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm or, in Scotland, through a Bank of Scotland mainland branch or a Bank of Scotland Depositpoint™ before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm:
  - i. we will show the payment in your account on the Working Day on which we receive it;
  - ii. from the second Working Day after we receive it, we start paying any interest on the cheque (or using it to reduce the interest you pay);
  - iii. from the fourth Working Day after we receive it, the funds are available for you to use but the cheque may still be returned unpaid up until the sixth Working Day after we receive it; and
  - iv. from the end of the sixth Working Day after we receive it, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if you pay in a cheque to which this clause 10.2(a) applies on a Monday, you will see the payment on your account the same day, it counts towards any interest on Wednesday, you can use the money on Friday and we cannot take the payment out of your account without your consent after the following Tuesday (unless you have acted fraudulently).

#### Group A Accounts (Cheque Imaging process)

- b. When a cheque in pounds from any bank in the UK, the Isle of Man, the Channel Islands or Gibraltar (the “paying bank”) is paid into your Group A Account with us through a Lloyds Bank branch or a Lloyds Bank Depositpoint™ box before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm or, in Scotland, through a Bank of Scotland mainland branch or a Bank of Scotland Depositpoint™ before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm:
  - i. we will show the payment in your account on the Working Day on which we receive it;



- ii. we start paying interest on the cheque by 11.59pm on the Working Day after we receive the cheque;
- iii. the funds will be available for you to use by 11.59pm on the Working Day after we receive the cheque, at the latest; and
- iv. up to 11.59pm on the Working Day after we receive it, the cheque can be returned unpaid by the paying bank.

So, for example, if you pay in a cheque to which this clause 10.2(b) applies on a Monday, you will see it in your account the same day. It counts towards any interest on Tuesday and you can use the money on Tuesday by 11.59pm at the latest.

#### Group B Accounts

- c. Please note a cheque to be paid into your Group B Accounts is processed by a central processing team and will be forwarded to them from the person or place at which you paid in your cheque. The processing time of a cheque as set out below will begin once the cheque is received by this central processing team.

#### Group B Accounts (4-4-6 clearing process)

- d. When a cheque in pounds from any bank in the UK, the Isle of Man, Channel Islands or Gibraltar (the "paying bank") is paid into your Group B Account with us through a Lloyds Bank branch or a Lloyds Bank branch Depositpoint™ box before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm or, in Scotland, through a Bank of Scotland mainland branch or a Bank of Scotland Depositpoint™ before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm:
  - i. we will show the payment in your account on the Working Day on which it is received by the central processing team;
  - ii. from the fourth Working Day after it is received by the central processing team:
    - A. we start paying any interest on the cheque (or using it to reduce the interest you pay); and
    - B. the funds are available for you to use but the cheque may still be returned unpaid up until the sixth Working Day after it is received by the central processing team; and
  - iii. from the end of the sixth Working Day after it is received by the central processing team, if the cheque is returned unpaid by the paying bank, we cannot take money from your account without your consent unless you have acted fraudulently.

So, for example, if the central processing team receives a cheque for a Group B Account to which this clause 10.2(d) applies on a Monday, you will see the payment on your account the same day, it counts towards any interest and is available to use on Friday and we cannot take the payment out of your account without your consent after the following Tuesday (unless you have acted fraudulently).

#### Group B Accounts (Cheque Imaging Process)

- e. When a cheque in pounds from any bank in the UK, the Isle of Man, Channel Islands or Gibraltar (the "paying bank") is paid into your Group B Account with us through a Lloyds Bank branch or a Lloyds Bank branch Depositpoint™ box before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm or, in Scotland, through a Bank of Scotland mainland branch or a Bank of Scotland Depositpoint™ before the Cut-off Time, one hour before branch closing time or, if the branch closes at 5pm or later, 4pm:
  - i. we will show the payment in your account on the Working Day on which it is received by the central processing team;
  - ii. we start paying interest on the cheque by 11.59pm on the Working Day after it is received by the central processing team;
  - iii. the funds will be available for you to use by 11.59pm on the Working Day after it is received by the central processing team; and
  - iv. up to 11.59pm on the Working Day after it is received by the central processing team, the cheque can be returned unpaid by the paying bank.

So, for example, if the central processing team receives a cheque for a Group B Account to which this clause 10.2(e) applies on a Monday, you will see it in your account the same day, it counts towards any interest on Tuesday and you can use the money on Tuesday by 11.59pm at the latest.

#### All cheques in pounds

- f. If a cheque is returned unpaid by the paying bank before the end of the sixth Working Day from the Working Day we receive and start to process it, we can take the money back out of your account, even if you have already spent it or it puts you into an authorised or unauthorised overdraft.
- g. If a cheque which is returned unpaid puts you into an overdrawn position (whether authorised or unauthorised), interest will be incurred in respect of the amount of the overdrawn amount and we will debit your account accordingly. If your account enters an unauthorised overdrawn position, charges will also apply. Please see clause 19 for further information on overdrafts.
- h. We do not have to accept a cheque for payment into your account if it is more than six months old.

#### 10.3 Foreign cheques paid into your account

- a. If you want us to obtain payment for you of a foreign cheque, you must arrange for one of your Signatories to "endorse" the cheque in accordance with the Authority. A foreign cheque is a cheque in a currency other than pounds or a cheque in pounds where the paying bank is outside the UK, Channel Islands, the Isle of Man or Gibraltar.
- b. If you wish to pay a foreign cheque into your account, the processing times for dealing with cheques under clause 10.2 do not apply. Unless you request otherwise, we will "collect" such a cheque, meaning, we will send it on your behalf to the paying bank. We may use an agent to do this. We will pay the amount of the cheque (or the pounds equivalent) into your account on the day we get payment from the paying bank. The time this takes will vary depending on the paying bank or its country. You can ask us for details.
- c. In certain circumstances, we may, at your request, agree to "negotiate" a foreign cheque. If we agree to do this, we will buy it from you by paying you the amount of the cheque (or the pounds equivalent) normally on around the tenth Working Day after the central processing team receive it in respect of foreign cheques paid into Group B Accounts and on the fifth Working Day after we receive it in respect of foreign cheques paid into Group A Accounts. We will then get payment from the paying bank, which can take several weeks.
- d. If we have to complete a foreign exchange to convert a foreign cheque into the currency of your account, the rate we use will be:
  - i. where we "collect" the foreign cheque, our Standard Exchange Rate for collecting cheques on the day the central processing team receives the payment from the paying bank; or
  - ii. where we agree to "negotiate" the foreign cheque, our Standard Exchange Rate for negotiating cheques on the day the central processing team buys the cheque from you.
- e. If the foreign bank later returns the cheque or asks for the money to be returned, we will take the currency (or pounds equivalent) from your account. If we converted the cheque into a different currency, we will change it back into the original currency using our Standard Exchange Rate for the relevant currency on the day we take it from your account (which may not be the same Standard Exchange Rate that applied on the day we received payment from the paying bank or bought the cheque from you, meaning that we may take a larger or smaller amount from your account than we originally paid in). We will do this even if you have already spent the money or if it will put you into an overdrawn position. Please see clause 19 for further information on overdrafts.
- f. If the proceeds of a returned cheque form part of a deposit in respect of a Fixed Account, we reserve the right to debit the required sum from your account linked to the Fixed Account (whether or not this causes the account to overdraw and whether or not an overdraft facility has previously been authorised in respect of such account) or to amend or cancel the Fixed Account. Any associated costs we incur as a result of doing so (including any interest or charges in respect of overdrawn amounts) will be debited to your account linked to the Fixed Account. We will advise you in writing of the actions taken and any costs applied to your account.
- g. We will take our charges for dealing with foreign cheques, and any charges by the foreign bank (including any charges resulting from the foreign bank returning the cheque unpaid or asking for the money to be returned) from the account you told us to pay the cheque into. We will do this even if it will put you into an overdrawn position, in which case, any interest and charges associated with that overdrawn position will also be debited from the account. Please see clause 19 for further information on overdrafts.



- h. Occasionally it may not be possible to obtain payment of a foreign cheque because of local foreign exchange or other restrictions. Any associated costs we incur as a result of this (including any interest or charges in respect of overdrawn amounts and any charges levied by the foreign paying bank) will be debited to the account which you told us to pay the cheque into. We will advise you in writing of the actions taken and any costs applied to that account by issuing a letter to you on the Working Day those costs are applied.
- i. If we incur any costs or other obligations as a result of negotiating or collecting a foreign cheque, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not attempted to negotiate or collect the cheque, and we may effect such reimbursement without further notice to you, including by way of set-off, in accordance with clause 25. We also may be called upon to reimburse a correspondent bank abroad for irregular items, such as forged endorsements or material alterations, discovered after the cheque has apparently been paid. This liability can remain outstanding for at least six years. We will maintain a full right of recourse against you in such a case, as well as any recourse we have for any cheque which is returned unpaid for normal banking reasons. We are not liable for any loss, damage or delay which is not directly due to, or reasonably foreseeable as a result of, our own wilful default or negligence.

**10.4 Payments into your account (other than cash and cheque payments) in pounds from accounts in the UK, Channel Islands, the Isle of Man or Gibraltar**

This clause covers payments that are not made by cash or cheque, such as standing orders and direct transfers from a third party account. For information on transfers between your own accounts held with us, please see clause 11.

- a. When we receive a payment for your account on a Working Day, we will show it on your account and it will earn any interest (or reduce the interest you pay) from that Working Day provided it is received prior to the Cut-off Time. Once processed, we will allow you to use it straightaway.
- b. When we receive a payment for your account on a non-Working Day, it will be treated as being received on the next Working Day.

**10.5 Receiving money from outside the UK, Channel Islands, the Isle of Man or Gibraltar or in a foreign currency (other than cash and cheque payments)**

This clause covers:

- payments that are received in any currency from banks outside the UK, Channel Islands, the Isle of Man and Gibraltar; and
- foreign currency payments from banks in the UK, Channel Islands, the Isle of Man and Gibraltar

This clause does not apply to SEPA (Single Euro Payments Area) payments, which are subject to separate terms and conditions.

**Payments received in the same currency as your account**

- a. When we receive a payment for your account in the same currency in which the account is maintained, we will show it on your account by the close of business the same Working Day. You will earn any interest on it (or use it to reduce the interest you pay) on the same Working Day.
- b. If we receive the payment on a non-Working Day, or after our published Cut-off Time for processing, then the payment will be processed on the next Working Day.

**Payments received in a different currency from your account**

- c. When we receive a payment for your account in a currency which differs to the currency in which your account is maintained, we will convert the payment to the currency of your account using our Standard Exchange Rate for buying the relevant currency that applies on the Working Day on which we are able to make the exchange. You can find out about our Standard Exchange Rates and the currencies on which we are unable to undertake same Working Day conversions by contacting your relationship manager or by calling us on the number given in Appendix 2 of these General Terms and Conditions.
- d. If we are able to do so we will carry out the exchange, show the resultant value on your account and enable you to earn any interest on it (or use it to reduce the interest you pay) on the same Working Day, provided that the payment has been received before our published Cut-off Time for processing, otherwise the exchange will take place on the next Working Day. For some currencies we may be unable to convert the payment on the same Working Day. If this is the case we will convert as soon as we are reasonably able to do

so and will add the resultant sum to your account up to two Working Days after we received the original payment.

- e. We may deduct our charges for dealing with the payment before we add it to your account. Details of any charges are available on our Website or on request from your relationship manager.

**11. Transfers between accounts in pounds held with us in your own name**

- 11.1 You may perform transfers between your accounts held with us in your own name in accordance with this clause 11 (subject always to the conditions governing your instructions stated in clause 9 (above)).
- 11.2 **Group A Accounts to Group A Accounts (non-Working Day):** If you request a transfer between two of your own Group A Accounts on any non-Working Day, the amount you transfer will leave your transferring account and will be available for you to use from your recipient account on the same non-Working Day, but will be shown as arriving in your recipient account on the next Working Day. The amount will count towards any interest on your transferring account until the date the payment is shown as arriving in your recipient account, when it will count towards interest on that recipient account.
- 11.3 **Group A Accounts to Group A Accounts (Working Day):** If you request a transfer between two of your own Group A Accounts on any Working Day and your request is received in advance of the Cut-off Time, we will process it and the transactions will appear on both accounts, by close of business the same Working Day.
- 11.4 **Group A Accounts to Group B Accounts (non-Working Day):** If the request relates to a transfer from your Group A Account to your Group B Account on any non-Working Day, the amount you transfer will leave your Group A Account and be shown as arriving in your Group B Account on the next Working Day.
- 11.5 **Group A Accounts to Group B Accounts (Working Day):** If the request relates to a transfer from your Group A Account to your Group B Account on any Working Day and your request is received in advance of the Cut-off Time, the amount you transfer will leave your Group A Account that same Working Day, but **may** not be shown as arriving in your Group B Account until the next Working Day.
- 11.6 **Transfers from Group B Accounts:** If you request a transfer from your Group B Account to any other account (including other accounts held in your own name with us), we will process it for value in accordance with the processing times set out under clause 12.

**12. Payments out of your accounts**

You may make payments out of your account(s) in accordance with this clause 12 (subject always to the conditions governing your instructions stated in clause 9 (above)).

This clause 12 does not apply to payments made by debit cards. If we have provided you with a debit card, separate terms and conditions will have been issued to you. Please contact your relationship manager if you require a replacement copy of those terms and conditions.

**12.1 Payments (other than payments by card and cheque)**

- a. If you ask us to make an immediate payment or a future dated payment (including a standing order) to an account at another bank in the UK, the Channel Islands, the Isle of Man or Gibraltar the following applies:
  - i. Where possible, we will use the Faster Payments scheme for payments from Group A Accounts, if the bank you are sending a payment to is a member of the Faster Payments scheme and the account you are sending the payment to can accept Faster Payments;
  - ii. An immediate payment can be made using the Faster Payments scheme 24 hours a day, seven days a week. We will take the payment from your account straightaway and the payment will normally reach the other bank within two hours. The time it takes may vary depending on that other bank's ability to process the payment. We will tell you how long the payment is expected to take when you give us the payment instruction; and
  - iii. Standing orders and future dated payments which are made using the Faster Payments scheme can be made on Working Days only and the payment will reach the other bank the same day we send it.
- b. You can check with us when you make a payment whether the bank you are sending the payment to is a member of the Faster Payments scheme.

- c. If we cannot make the payment to another bank using the Faster Payments scheme (including where you hold a Group B Account) and you want to make sure the payment reaches the person you are sending it to on the same Working Day, you can ask us to make the payment by 'CHAPS'. There is a charge for this service, the details of which are set out in our Charges Guide or available upon request from your relationship manager.
- d. Where you ask us to make the payment to another bank which does not use the Faster Payments scheme, but you do not wish to make the payment by 'CHAPS':
  - i. If your account is a Group A Account, we will be unable to make the payment: a 'CHAPS' payment is the only option available (except for a standing order, which will be made by BACS).
  - ii. If your account is a Group B Account, and if the account is denominated in pounds, the payment may take up to three Working Days from the date of your request to reach the other person's bank. Unless your request is received before 1pm (UK time) on a Working Day (in which case we will take the money from your account on that Working Day), we will take the money from your account the Working Day after you ask us to make the payment. So, for example, if you ask us to make a payment on Monday after 1pm, we will take it from your account on Tuesday and it will arrive on Thursday. If your account is denominated in a currency other than pounds, the timescales for such payments may vary, depending on the currency.
- e. If we are instructed to make a standing order or other payment on a future date, we will make the payment on that future date unless the payment falls due on a non-Working Day, in which case we will make the payment on the next Working Day.
- f. If we are unable to make a standing order or future dated payment because you do not have enough money in your account (including if you have exhausted the amount of any authorised overdraft which has been agreed on your account), this will be treated as a request for an unauthorised overdraft (or an increase in your existing unauthorised overdraft, if you already have an unauthorised overdraft). Further information on overdrafts (including information on interest and charges applicable to overdrafts) can be found at clause 19. If we do not agree to your request for an unauthorised overdraft or an increased unauthorised overdraft, then:
  - i. **For Group A Accounts:**
    - A. We will try to make the payment again later the same Working Day. If there are still not sufficient funds, we will make one last attempt on the next Working Day before refusing the payment. We will only apply an unpaid transaction charge if all three attempts are unsuccessful, and we will not apply more than one unpaid transaction charge for that failed payment. Further information on charges can be found at clause 16. If we have been unable to make the payment after three attempts, the payment will be designated as a missed payment.
    - B. A standing order will be cancelled after four consecutive missed payments.
  - ii. **For Group B Accounts:**
    - A. We will not continue trying to make the payment and it will be designated a missed payment. An unpaid transaction charge may also be applied on the second Working Day that we are unable to make the standing order or future dated payment.
    - B. A standing order will be cancelled after two consecutive missed payments.
- g. If you ask us to make an immediate payment or future dated payment through Internet Banking to someone you have not made a payment to before, the payment instruction may have to be for (or after) the next Working Day, so that we can set up our systems to make the payment.
- h. We can delay, defer or refuse to act on an instruction to make a payment where the account to which the payment is being sent does not accept payments through the payment system that we normally use. For example, where we attempt to make a payment using the Faster Payments scheme, we will not be liable for failing to make that payment, or for delaying or deferring that payment, if the bank or building society the payment is being sent to does not accept payments through the Faster Payments scheme.

#### Making direct debits

- i. We allow direct debit payments to be collected from your Group A Account on the date specified (provided this is a Working Day) in any direct debit instruction you have given to a business or other organisation (in the UK, Channel Islands, the Isle of Man or Gibraltar). They will normally tell you at least 10 Working Days before changing the payment dates or amount of money to be collected from your account, unless you agree otherwise. Direct debits aren't available on every Group A Account and are not available on any Group B Account but we will make this clear in the Account Terms and Conditions.

#### Payments to other Lloyds Banking Group Accounts (not held in your name)

- j. If you ask us to make a payment from your Group A Account to an account held with another Lloyds Banking Group company but which is not in your own name, we will take the money from your account and it will reach the recipient's account on the same Working Day. You will be charged for this service. Details of our charges can be found in our Charges Guide.
- k. If you ask us to make a payment from your Group B Account, to an account held with another Lloyds Banking Group company, it will be processed in accordance with the procedure and time scales set out under clauses 12.1(a)-(h). You will be charged for this service. Details of our charges can be found in our Charges Guide.

#### 12.2 Cheques (Group A Accounts only)

- a. When we receive a cheque you have written on your Group A Account we will take the money from your Group A Account on the same Working Day (or the next Working Day, if we receive the cheque on a non-Working Day). It is your responsibility to make sure you have enough money available in your account to cover any cheques you have written.
- b. You may be able to cancel a cheque that has not yet been paid in by calling us with details of the cheque number, amount and date, who it is payable to, and similar details for any replacement cheque. We may charge you for trying to cancel the cheque, whether or not we succeed. Details of our charges can be found in our Charges Guide.
- c. If someone asks you to replace a cheque (because, for example, he or she says it is lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to cancel the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your account.
- d. We do not have to accept a cheque for payment out of your account if it is more than six months old, however, we are entitled to accept such cheques if you have not asked us to cancel the cheque in question.
- e. We are authorised to pay cheques from your accounts if they reasonably appear to us to have been issued by you in accordance with the Authority. You should not issue, nor permit your Signatories to issue, future dated cheques. If you do, we will not be liable for any loss to you as a result of us paying a cheque before the date which has been put on it.
- f. If we need to return a cheque that you have written due to lack of funds, we will issue a letter to you within two Working Days and let you know how much you will be charged.
- g. You must inform us in writing if you wish to issue cheques signed with the facsimile or other printed signature of your Signatories (for example by pre-printing, rubber stamp, cheque signing machine or lasering) and give us specimens of such signatures. If you do not so inform us, we may (but are not obliged to) reject such cheques.
- h. You acknowledge that if you choose to complete cheques by adding the signature of your Signatories by typewriter, laser printing or other mechanical means, such cheques may be easier to alter than hand-written cheques. You must ensure that cheques with printed signatures are kept secure and are not available to anyone not authorised by you to use them. We need not check that a printed signature (or imitation of it) has in fact been added with your authority.

#### 12.3 Sending money outside the UK, Channel Islands, the Isle of Man or Gibraltar or in a foreign currency from your account

This clause covers:

- payments that are made to a bank account outside the UK, Channel Islands, the Isle of Man or Gibraltar; and
- foreign currency payments to a bank in the UK, Channel Islands, the Isle of Man or Gibraltar.

This clause does not apply to SEPA (Single Euro Payments Area) payments, which are subject to separate terms and conditions.

- a. If we need to undertake a foreign exchange in order to make a payment we will use our Standard Exchange Rate for selling the relevant currency, unless we tell you a different rate applies when you ask us to make the payment. You can find out the current Standard Exchange Rate by contacting your relationship manager or by calling us on the number set out in Appendix 2 of these General Terms and Conditions.
- b. Charges may apply when we are instructed to make a payment and we will tell you about our charges at the time of receiving your instruction. Details of our current charges, including the correspondent bank fee, are available on our Website or on request from your relationship manager.
- c. Note that where a currency conversion is required in connection with a payment, we will convert funds using our Standard Exchange Rate at the time at which the instruction is processed by us. If you submit an instruction for a payment or a series of payments to be made in the future, we will convert funds using our Standard Exchange Rate at the time each instruction is processed.
- d. We have to send payments through the banking system of the foreign country to which the relevant payment is being made and we may need to appoint an agent in that country to do it for us.
- e. Where we properly incur any costs or other obligations (including but not restricted to agent bank charges), when acting for you in making a payment, you must reimburse us and take any other steps needed to put us in the position we would have been in had we not acted for you, and we may effect such reimbursement without further notice to you, including by way of set-off, in accordance with clause 25.
- f. We must comply with domestic and international banking standards and with money laundering regulations. When you ask us to send funds electronically from your accounts, you authorise us to include your name, address and account number on the payment details to be sent to the foreign bank receiving the payment, or such additional information as we are required to include by law.
- g. To make a payment we may have to route it through other banks. We cannot control the exchange rate or charges applied to your payment by the foreign bank.
- h. If we are unable to make a payment because you do not have enough money in your account (including if you have exhausted the amount of any authorised overdraft which has been agreed on your account), this will be treated as a request for an unauthorised overdraft (or an increase in your existing unauthorised overdraft, if you already have an unauthorised overdraft). Further information on overdrafts (including information on interest and charges applicable to overdrafts) can be found at clause 19.

#### Payments to banks in the European Union ("EU") or the European Economic Area ("EEA") (in euro or another EEA currency)

- i. If you ask us to make a payment to a person with an account at a bank in the EEA, other than the UK, and the payment is in euro or another EEA currency, the payment will reach the other bank in accordance with the processing times for payments referred to in Appendix 1 of these General Terms and Conditions (subject always to our right to delay, defer, refuse to act on, or reverse any of your instructions in accordance with clauses 9.8 and 9.9). The bank receiving the payment from us is required by law to pay it into the recipient's account on the day it receives the payment from us.

#### Other payments

- j. If you instruct us to make any other payment, whether within the EU, EEA or elsewhere in the world, we will be able to give you an indication as to how long we would expect the payment will take to arrive. However, we cannot control exactly when the payment will be received by the foreign bank as this will depend on the banking practice in its country.

### 13. Refunds and recalled payments (except payments made by card or cheque)

- 13.1 We will refund the amount of a payment (except those made by card or cheque) and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:
  - a. you asked us to make the payment to an account at another bank and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was

received by the other person's bank (in this case, that bank is required by law to make the payment immediately to that person); or

- b. you tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised and that you are not liable (clause 22 sets out more information on liability).

However, we will not refund the payment if you tell us the payment was not made properly or was unauthorised more than 13 months after it was made.

- 13.2 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 your account (subject to any rights you may have under the UK direct debit scheme). We will give you reasonable notice in advance of doing so.
- 13.3 If we are told, for example by another bank, that money has been paid into your account by mistake, we can take an amount up to the mistaken payment amount from your account. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you.

If we become aware that a payment into your account was made by mistake or fraud within two months of receiving the payment, we will:

- make sure the amount of the payment is not available to you to use (we might do this by taking the amount out of your account or by limiting access to the amount on the account); and
- tell you we will return the payment to the paying bank unless you tell us within 15 Working Days that the payment was not made by mistake or fraud; if you do not respond within 15 Working Days, we will return the amount to the paying bank.

If we become aware that a payment into your account was made by mistake or fraud more than two months after the receipt of the payment, we will normally contact you before restricting your use of the amount in the account.

If we cannot return the funds to the payer, we can give information about you and your account to the payer's bank so it can recover the money.

We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so may:

- cause us (or another company in the Lloyds Banking Group) to breach a legal requirement; or
- expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

### 14. Cash withdrawals made over the counter in one of our branches

- 14.1 For Group A Accounts, you may make cash withdrawals over the counter in any of our branches. To do this, you may be required to present photographic identification and, for larger withdrawals, you may have to make prior arrangements with the relevant branch.
- 14.2 For Group B Accounts, no cash withdrawals are permitted over the counter in any of our branches.

### 15. Security Details

- 15.1 In order to protect your accounts, you must ensure that you and your Signatories take all reasonable precautions to keep safe and prevent fraudulent use of your and their Security Details. These reasonable precautions include (but are not limited to):
  - a. not letting anyone use your or their Security Details;
  - b. not choosing Security Details which are easy to guess;
  - c. keeping your and their Security Details secret; and
  - d. contacting us on the number set out in Appendix 2 of these General Terms and Conditions without delay if you know or suspect that someone knows your or their Security Details or if you become aware of any unauthorised use of your accounts.
- 15.2 Failure to comply with this clause 15 may affect your liability for unauthorised transactions.

## 16. Charges

- 16.1 You are responsible for paying our charges for the operation of, or in respect of, your account(s).
- 16.2 The Charges Guide which we have made available to you sets out our standard charges and the method we use to calculate those standard charges for the range of accounts and the benefits and services we provide. Specific details about our charges are available upon request from your relationship manager.
- 16.3 We may change our charges at any time in accordance with clause 23. If we change the method we use to calculate our charges in relation to your account(s), we will treat this as a change to our charges to be made in accordance with clause 23.
- 16.4 Subject to clause 25 and unless you and we agree otherwise, any charges incurred will be debited from, and in respect of, your relevant accounts. We will tell you about the charges which you have to pay us before we debit those charges from your accounts.
- 16.5 Please note that we are required to advise you of the possibility that there may be other costs or taxes imposed by third parties in connection with the Agreement. If any tax or other charge is payable to a third party in connection with the Agreement, your accounts or the services we provide to you, we may pay that tax or other charge and debit the amount of the payment from your relevant accounts.

## 17. Communications

- 17.1 We may contact you by post, telephone or electronically including using any email address you have given us. We will use these same contact details and appropriate secure procedures to make contact if we suspect fraud or a security threat. **We never ask for details about your account, debit cards, security details or any confidential information by email. So please do not reply to an email asking for this information.** You must tell us if your name or contact details change. If you do not tell us, we will continue to use the details you last gave us. We will not be responsible if we fail to contact you or if we send Confidential Information to the wrong address using out-of-date details. In these circumstances you will be deemed to have received any communication sent by us to you using the details which you last gave us. We may give information about your accounts to all or any of your Signatories.
- 17.2 You may contact us by post, telephone, electronically (including by using Internet Banking), in our branches, or by any other methods we tell you are available. We strongly recommend that you do not email us Confidential Information or instructions. Please remember that it may be more appropriate to use other means of communication in these circumstances.
- 17.3 Telephone calls and electronic communications may be recorded and monitored.

## 18. Statements

- 18.1 **Group A Accounts**
  - a. We will issue you with a statement either monthly or at an alternative frequency as agreed between you and us. As a minimum, we will issue you with a paper statement at least once a year.
- 18.2 **Group B Accounts**
  - a. **Current Accounts and Deposit Accounts:** We will issue you with a statement either monthly or at an alternative frequency as agreed between you and us. As a minimum, we will issue you with a paper statement at least once a year, even if there has been no activity on your account during the period covered by that paper statement. Where the account allows you to switch paper statements off and you choose instead to receive your statements online, you will receive a paper statement only if you or any one of your Signatories do not view your online statements at least once in the preceding 12 months.
  - b. **Fixed Accounts:** We do not issue statements on Fixed Accounts, but a Confirmation (as defined in the Account Terms and Conditions for your Fixed Account) will be provided when you open your Fixed Account (including when a new Fixed Account is opened as a result of an existing Fixed Account being automatically rolled over). For further details, please refer to the Account Terms and Conditions for your specific Fixed Account.
- 18.3 Where you have the option to choose the statement frequency on your account(s) you can do so by visiting us in branch, by calling us at one of our commercial banking offices, or by completing the relevant section of the Application Form when you open your account (if applicable).

- 18.4 You are responsible for checking bank statements, invoices, confirmations and communications issued to you and must do so within a reasonable time. You must notify us without delay of any issues. In circumstances where you do not notify us of any issues without delay, you may be liable for any loss, damage, cost or expenses which you incur as a result.

## 19. Overdrafts

- 19.1 Your accounts should not become overdrawn without arrangements having been made with us, nor should your accounts operate in excess of any agreed borrowing limits.
- 19.2 We may at any time, without giving you notice, withdraw or restrict any right to an overdraft or, by writing to you, demand immediate repayment of your overdraft (whether authorised or unauthorised).
- 19.3 If any of your accounts is overdrawn (whether you have an authorised or unauthorised overdraft), any money which is credited to that account will first be used to reduce or repay your overdraft.

### Authorised overdrafts

- 19.4 Authorised overdrafts are available upon request and subject to eligibility. If you successfully apply for an authorised overdraft, the terms and conditions for that authorised overdraft and the interest rate and any fees and charges applicable to that authorised overdraft will be detailed in a separate overdraft facility letter which we will issue to you.

### Unauthorised overdrafts

- 19.5 If you try to make a payment from your account without having sufficient funds available (including because you have exhausted your authorised overdraft, a payment into that account has not been credited for any reason or because we apply charges), we will treat this as a request for an unauthorised overdraft (or an increase in your existing unauthorised overdraft, if you already have an unauthorised overdraft). In each case, we will decide, in our discretion and without contacting you, whether to agree to your request. If we agree to your request for an unauthorised overdraft at any time this does not mean that we are obliged to agree to any future request which you make for an unauthorised overdraft, nor does it mean that we have agreed to increase any existing authorised overdraft on your accounts. We will not be liable to you if we do not agree to give you an unauthorised overdraft or an increased unauthorised overdraft.
- 19.6 Charges normally apply in respect of requests for unauthorised overdrafts, including:
  - a. if we accept your request for an unauthorised overdraft, unauthorised borrowing fees; and
  - b. if we reject your request for an unauthorised overdraft, unpaid item fees.

These charges are set out in the Charges Guide, unless otherwise advised. We also charge interest on unauthorised overdrafts at a higher rate than we would for authorised overdrafts. Our current interest rate for unauthorised overdrafts is calculated on the daily cleared balance of the unauthorised overdraft and is payable for the full time the unauthorised overdraft is in place. Further details can be found in our Charges Guide or by contacting your relationship manager.

- 19.7 We will debit any fees, charges and/or interest which we apply in connection with your request for an unauthorised overdraft from, and in respect of, your relevant accounts, even if this results in or increases an unauthorised overdraft on your accounts. Unless you and we agree otherwise, we will send you a statement setting out the information about the fees, charges and/or interest which you have to pay at least 14 days before we debit those fees and charges and/or that interest from your accounts.

## 20. Suspending the use of your accounts, benefits or services

- 20.1 We can stop or suspend your use of the accounts or the benefits and services provided in connection with your accounts with immediate effect if we reasonably consider it necessary for reasons relating to:
  - a. the security of a debit card or the Security Details;
  - b. suspected unauthorised or fraudulent use of a debit card, your Security Details, your accounts or the benefits and services provided in connection with your accounts;
  - c. a dispute which we have become aware has arisen between your Signatories;
  - d. a significantly increased risk that you may be unable to pay any money you owe us on your relevant accounts; or



- e. our legal, regulatory, security, contractual or any other obligations, which shall be determined by us in our sole discretion.

- 20.2 We may also stop or suspend your use of the accounts or the benefits or services provided in connection with your accounts if you do not use those accounts and/or benefits or services for 12 months. In this case, you can ask us to remove any restrictions we have applied to the relevant account, benefit or service at any time, but we may need to check your identity before you can use the account, benefit or service again.
- 20.3 Unless the law prevents us from doing so or we believe it would undermine our security measures, we will attempt to contact you as soon as possible by telephone or in writing to tell you that we intend to exercise our powers under this clause 20. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

## 21. Ending the Agreement or any account, benefit or service under it

- 21.1 The Agreement, or any account, benefit or service under it, will continue until you or we cancel or end them.

### Termination by you

- 21.2 Subject to any exceptions set out in the Account Terms and Conditions (or any additional terms and conditions which form part of the Agreement), you may end the Agreement or close an account or terminate a benefit or service under it at any time by giving us notice in writing. This notice must include the signature(s) of your Signatories in accordance with the Authority.

### Termination by us

- 21.3 We may end the Agreement (in whole or in part), or end any account, benefit or service under it:
  - a. unless otherwise agreed with you (for example, in the Account Terms and Conditions or in any additional terms and conditions which we have told you form part of the Agreement) by sending you personal notice at least 30 calendar days before the termination date; or
  - b. by giving you less than 30 calendar days' personal notice before the termination date (which may be immediate) if:
    - i. we know or reasonably suspect that you or someone else is, or we reasonably consider you or someone else may be:
      - A. using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
      - B. acting fraudulently;
      - C. behaving improperly (for example, in a threatening or abusive manner towards our staff);
    - ii. we reasonably consider that by continuing the Agreement:
      - A. we (or another company in the Lloyds Banking Group) may break a legal requirement or a court order or other authority (in any jurisdiction);
      - B. we (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator (wherever situated);
    - iii. you do anything which we reasonably believe will damage our reputation;
    - iv. you fail to pay any charges that are due to us under the Agreement;
    - v. you fail at any time to meet any identification checks;
    - vi. you breach any term of the Agreement in a serious or repeated way;
    - vii. you suffer an Insolvency Event; or
    - viii. you have given us false information; or
  - c. immediately if we, in our absolute discretion, deem it necessary for legal, regulatory or any other reasons.
- 21.4 We reserve the right to end the Agreement, or any account, benefit or service under it, in accordance with this clause 21 without giving a reason and without incurring any liability to you. This applies even if ending the Agreement, or any account, benefit or service under it, results in a loss of tax or other benefits to you.

## Consequences of termination

- 21.5 If the Agreement is terminated you must:
  - a. repay any money you owe us, such as any overdraft and the amount of any cheques, card payments or other payment instructions you have made and which have not yet been taken out of your accounts;
  - b. pay any fees, charges and interest that you owe us; and
  - c. securely destroy or return anything that belongs to us or that we have given you, such as any security devices, cards and unused cheques (if returning cards and cheques, cutting both up before sending them).
- 21.6 If any of your accounts or any benefits or services related to your accounts are terminated (but not the whole Agreement), you must take the steps set out in clause 21.5 in respect of the relevant account, benefit or service alone. Please contact your relationship manager if you have any questions about the steps you are required to take.
- 21.7 Where we end the Agreement, or end any account or benefit or service under it, we will:
  - a. in respect of a benefit or service, end that benefit or service;
  - b. in respect of an account:
    - i. if you hold multiple accounts with us and the Agreement is not being ended, transfer the credit balance on the account that is being closed to another of your accounts selected by us (in our discretion), unless you tell us which account we should transfer the balance to when we notify you that we are closing that account within the notice period which we have given to you; or
    - ii. if you only hold one account with us or where the Agreement is being ended:
      - A. transfer the credit balance on your account to an account with another bank, if you provide the necessary details to us within the notice period which we have given to you; or
      - B. provide you with a cheque for the credit balance on your account, sent to the address which you have last given us.
- 21.8 Once you or we have given notice to end the Agreement, or any account or benefit or service under it, you are responsible for cancelling any direct payments (such as direct debits, standing orders and regular card payments) into or out of your accounts.
- 21.9 Any benefit or service which we provide in relation to a particular account will end as soon as the account or service is ended.
- 21.10 Any closure of your accounts or termination of the Agreement by you or us will not release you from any liability in respect of any sums owing to us. You will continue to be liable for any sums which you owe in respect of the Agreement, including sums which arise after the Agreement, or any account, benefit or service under it, is ended in respect of the period when the Agreement, or any account, benefit or service under it, was in effect – this includes payment of our fees to the date upon which the Agreement, or any account, benefit or service under it, ends. We may retain enough money to cover any liabilities owed to us.

## 22. Liability

### Our liability

- 22.1 We will not be liable for any loss caused except for direct losses caused to you as a result of our wilful default or negligence, and we will also not be liable for:
  - a. any direct loss that could not reasonably have been anticipated would result from our wilful default or negligence;
  - b. indirect losses, such as loss of business, loss of goodwill, loss of opportunity, loss of profit (whether or not such indirect loss was reasonably foreseeable or not); or
  - c. breaking the Agreement due to abnormal and unforeseeable circumstances that are beyond our reasonable control which would have been unavoidable despite all efforts to the contrary, which may include, for example, explosion, terrorism, war, riot or other civil disturbance or failure or interruption of any electronic communications system, compliance with any law, rule regulation or direction, or any act, omission or delay of any agent, foreign bank or third party.

## Your liability

- 22.2 If you:
- act fraudulently in connection with the Agreement,
  - break any term of the Agreement; or
  - act without reasonable care in connection with your obligations under the Agreement;
- you can be held responsible for all losses and/or unauthorised transactions on your accounts (including any losses or costs which we reasonably incur as a result).
- 22.3 It is your responsibility to ensure that all Signatories comply with the terms of the Agreement when operating your account(s). Any breach of the Agreement by any Signatory shall be treated as a breach of the Agreement by you.
- 22.4 If you become aware of any incorrectly authorised or unauthorised transaction on your accounts or if you suspect that your debit card or Security Details have been compromised but you do not tell us without delay (in breach of your obligations under the Agreement), you may be held liable for any losses caused to you as a result of any incorrect, unauthorised or fraudulent activity on your accounts.
- 22.5 You will not be liable for any payment instructions you did not give yourself (excluding instructions given under a power of attorney or third party mandate which we have accepted and relied upon), even if they were given using your debit card or Security Details, unless we can prove either:
- that you have acted fraudulently in which case you will be liable for all payments from the account that we have been unable to stop; or
  - that you have been very careless with your debit card or Security Details, for example, if you do not tell us without delay (in breach of your obligations under the Agreement), that you have become aware of any incorrectly authorised or unauthorised transaction on your accounts, in which case (depending on the facts of the case and any legal requirements that apply) you may be liable for any losses caused as a result of such incorrect, unauthorised or fraudulent activity on your accounts until such time as you tell us that your debit card or Security Details have been lost, stolen or could be misused.
- 22.6 If you are not liable for a payment, we will refund the amount of the payment in accordance with clause 13 and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
- 22.7 You acknowledge that we will not be liable for any failure by you to keep us properly informed of a change in your circumstances (including any change to your business address), and for any loss caused as a result.

## General

- 22.8 If you have any claim or right of action against your Signatories arising from their operation of your accounts, you shall pursue such claim or right of action directly against your Signatories and without recourse to us. Except in cases of our wilful default or negligence, you will fully indemnify us against all claims, liability, damages, costs and expenses (including legal fees) arising out of a breach of the Agreement by any of your Signatories or any unauthorised or unlawful use of your account(s) by your Signatories.
- 22.9 We will use reasonable care and skill in providing services and managing your day to day banking needs, but you should bear in mind that:
- our relationship services are for your general guidance and information only and they are based on information that we know from operating your accounts or that you have given us;
  - there may be occasions when you should take specialist advice rather than solely relying on our services;
  - we are not responsible for how you interpret information we provide, or implement any action you choose to take; and
  - we will only perform our obligations under the Agreement if it will not put us in breach of any applicable law or regulation by doing so.
- 22.10 As you retain sole responsibility for deciding whether to act on it, we will not be liable if you rely on financial information we supply to you during the course of the Agreement; or if you choose to act on any suggestions or guidance we give you under the Agreement, whether or not they derive from tools we make available to you. The tools are not there to make decisions for you and there will be areas where you may wish to obtain more expert advice.
- 22.11 We are not in a position to provide you with tax advice in respect of the Agreement and will not be liable to you in respect of any tax or third party charges to which you become subject as a result of the Agreement, except in cases of our wilful default or negligence.

- 22.12 Nothing in this clause 22 excludes our liability for fraudulent misrepresentation wilful default or negligence by us, our employees or agents, our liability for death or personal injury caused by our negligence or the negligence of our employees or agents, or any other liability on our part which cannot be excluded by law.

## 23. How and when we can make changes to the Agreement

- 23.1 We may make changes to the terms of the Agreement (excluding any Application Form(s) and Authority which you have signed), and to any benefits and services that fall under it, at any time and for any reason, in accordance with this clause 23.
- 23.2 We may make changes to the terms of the Agreement (excluding any Application Form(s) and Authority which you have signed and the Table of Accounts) and to any benefits and services that fall under it, without giving you advance notice if we reasonably consider that such changes will not be to your disadvantage or will not adversely affect your relationship with us. We will notify you of any such changes no later than when they take effect by putting the changes on our Website or by writing to you. You can obtain a current copy of the General Terms and Conditions, Account Terms and Conditions and the Charges Guide which are applicable to your account(s) on our Website or by contacting your relationship manager.
- 23.3 Where we may make changes to the terms of the Agreement (excluding any Application Form(s) and Authority which you have signed and the Table of Accounts) and to any benefits and services that fall under it, and we reasonably consider the changes to be to your disadvantage, we will send you notice in writing at least 30 days before we make the change, except in the case of changes which are necessary to reflect changes in law, regulation or codes of practice which apply to us, and we will endeavour to send you notice 30 days in advance of the change taking effect, but may not always be able to do so.
- 23.4 We may make changes to the Table of Accounts at any time. Where you hold an account that is the subject of the change, we will send you notice in writing at least 30 days before we make the change. Where you do not hold an account that is the subject of the change, we will notify you of any such changes no later than when they take effect by putting the changes on our Website or by writing to you.
- 23.5 Where we make changes to any charges which are not included in the Charges Guide (for instance, charges which have been individually negotiated between you and us) we will endeavour to send you notice 30 days in advance of the change taking effect, but may not always be able to do so. Information on charges which are not contained in the Charges Guide can be obtained from your relationship manager.
- 23.6 During the period before a change comes into effect you may reject the change, provided you notify us in writing. Your rejection of the change will be deemed to be a notice that you wish to stop your use of the product or service to which the change relates and the contractual documentation to which the change relates, as well as your use of the product or service, will terminate on the date the change comes into effect. If you do not notify us before a change comes into effect that you wish to reject the change, you will be deemed to have accepted the relevant change.

## 24. Changes to interest rates and exchange rates

### Changes to interest rates

- 24.1 We may change our interest rates up or down at any time (including credit interest rates, authorised borrowing rates and unauthorised borrowing rates). However, we will not change a fixed rate or a bonus rate on your account for the time we have agreed to keep it fixed. On accounts where our rate tracks another rate for any period, we will only change our rate within any agreed margins during that period.
- 24.2 If we make a change to our interest rates in a way that is to your advantage, we will tell you about the change either before the change comes into effect or as soon as reasonably practicable afterwards. We will tell you about the change either by showing the new rate on your statement, by putting notices on our Website, or by sending you notice in writing.
- 24.3 In respect of all other changes which we make to our interest rates, we will tell you about the change at least 30 days before it comes into effect by sending you notice, for example by letter, electronically or in statement messages or inserts. Note that where we have agreed an interest rate with you which tracks another rate, such as the Bank of England base rate, we will not tell you about changes to that underlying base rate.

#### Changes to exchange rates

- 24.4 Unless we have expressly agreed an exchange rate with you, we may change our Standard Exchange Rate immediately at any time and without notice to you. You can find out our current Standard Exchange Rate by contacting your relationship manager or by calling us on the number set out in Appendix 2 of these General Terms and Conditions.

#### 25. Set-off and otherwise using money between your accounts

- 25.1 If you owe us money on any of the business accounts which you hold with us (including a loan, credit card, mortgage, current, deposit or other account), we may use money in any of the other accounts which you hold with us, including your personal accounts, to reduce or repay (by way of set-off or otherwise) what you owe us without telling you before we do so. We will not use this right where we have expressly agreed that we are required by law to hold money in your account for somebody else (including, for example, where you have obtained our written agreement to operate your account as a client account).

#### 26. Complaints

- 26.1 If you feel that we have not met your expectations in any way, please contact us and request a copy of our complaints leaflet, "How to complain". Full details of our complaints procedures are detailed in our complaints leaflet.

#### 27. Tax reporting and withholding for customers who are subject to the tax regime of certain other countries (including the US)

- 27.1 You are responsible for making payment to any relevant revenue authorities for any tax liability due in respect of your account(s).
- 27.2 We (or other companies in the Lloyds Banking Group) may be required by legislation or by agreement with tax authorities to report certain information about you (and your direct and indirect owners) and your relationship with us, including information about your accounts:
- to the tax authorities in Jersey, Guernsey and/or the Isle of Man, which may then pass that information to the tax authorities in another country where you may be subject to tax; or
  - directly to the tax authorities in other countries (such as the US) where we reasonably think or are required to presume that you are subject to tax.
- 27.3 If we are required to report information about you and/or your relationship with us, including information about your accounts, this information includes (but is not limited to) the account number, the amount of interest paid or credited to the account, the account balance or value, your name, address, country of residence and social security number or taxpayer identification number. In addition, we may need you to provide us with further information, documents or certifications about your (or your direct or indirect owners') identity, tax residence, nationality and status.
- 27.4 If we are required to report information about your accounts, you agree that:
- you will provide additional information or documents we need from you and that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information we report or obtain from you to comply with our obligations;
  - if you do not provide us with information or documents we need, we may be required by certain jurisdictions to:
    - apply a withholding tax to amounts, including interest, we pay to you; or
    - close your account; or
    - transfer the account to an affiliate in another jurisdiction; and
  - we will not be liable to you, or any of your direct or indirect owners, for any loss you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this clause, unless that loss is caused by our gross negligence, wilful default or fraud.
- 27.5 If you are resident for tax purposes in any of the EU jurisdictions you authorise us to disclose to our local tax authority details of your identity, residence, account number(s) and the amount of credit interest received on your account that you hold with us (together with any additional information we may hold about you and that is required as part of a disclosure), for onward reporting to the tax or competent authorities in the EU country in which you reside. Additional details can be found on our website located at [lloydsbank.com/eustd](http://lloydsbank.com/eustd)

#### 28. Additional terms applicable to you as a sole trader

- 28.1 You must advise us as soon as reasonably practicable of any change in the information which you provided to us in connection with the Agreement (including any information provided in the Application Form), relating to:
- your business activities (including what you do and the countries in which you operate);
  - your turnover;
  - your business type (for example, you must notify us if you change your status as a sole trader);
  - your business information (such as a change of address); and
  - any other material changes which might reasonably be expected to influence our dealings with you.
- 28.2 As agreed in the Authority, you must also provide us with:
- details of any changes to your Signatories; and
  - notification of any change in the legal form or status of the Business or in its trading name.
- 28.3 You must obtain our written agreement before granting anyone else a right to the money held in your account(s), for example, before operating your account as a client account.
- 28.4 You must ensure that you follow all relevant laws which apply to you in connection with your use of the accounts and services covered by the Agreement.

#### 29. Notice

- 29.1 Unless you and we agree otherwise, notices received by us from you pursuant to the Agreement must be in writing, signed by your Signatories in accordance with the Authority and may be sent by post or delivered by hand.
- 29.2 Notices sent to you by us pursuant to the Agreement will be in writing and may be sent by post, electronically (such as by email or through Internet Banking), or in any other way which is sent to your registered office, to the address for correspondence set out in the Application Form or otherwise formally notified to the Bank, or to any one of your full power Signatories.

#### 30. Non-enforceability by third parties

- 30.1 The Agreement is personal to you and no benefit shall be conferred on any person who is not a party to it, nor will the Agreement be enforceable by any person other than you or us.

#### 31. Transferring rights and obligations

- 31.1 We may assign or transfer our rights or obligations under the Agreement at any time, without giving you notice.
- 31.2 You may not transfer any obligations or rights, benefits or interests under the Agreement or in your accounts (or income from them) or create any security over money in your accounts in favour of someone else unless we say you can in writing.

#### 32. Not enforcing the Agreement

- 32.1 We may not always strictly enforce our rights, benefits or interests under the Agreement. If we choose not to exercise our rights against you immediately, we can still do so later.

#### 33. Validity of the Agreement

- 33.1 If any term of the Agreement is held unenforceable, unlawful or invalid for any reason by any court of competent jurisdiction, the term in question shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable.



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# Important information about us and depositor compensation schemes

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](http://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, Guernsey Branch trading as Lloyds Bank International is a participant in the Guernsey Banking Deposit Compensation Scheme. The Scheme offers protection for 'qualifying deposits' up to £50,000, subject to certain limitations. The maximum total amount of compensation is capped at £100,000,000 in any 5 year period. Full details are available on the Scheme's website: [www.dcs.gg](http://www.dcs.gg) or on request from telephone: +44 (0)1481 722756 or post: PO Box 33, St. Peter Port, Guernsey GY1 4AT.

Deposits are not covered by the Financial Services Compensation Scheme under the Financial Services and Markets Act 2000 in the United Kingdom.

Deposits with the Guernsey branch of Lloyds Bank Corporate Markets plc will not be covered by any equivalent deposit compensation scheme to the Guernsey Banking Deposit Compensation Scheme in any other jurisdiction.

The Isle of Man branch of Lloyds Bank Corporate Markets plc is a participant in the Isle of Man Depositors' Compensation Scheme as set out in the Depositors' Compensation Scheme Regulations 2010, as amended (the "Isle of Man Scheme"). The Isle of Man Scheme offers protection for 'eligible protected deposits' of up to £50,000 (which includes deposits by most individual persons but does not, for example, include trustees or nominees) or £20,000 for most other categories of depositor, subject to certain rules and limitations set out in the Isle of Man Scheme. The maximum total amount of compensation covered by the Isle of Man Scheme is £200,000,000 in any consecutive ten year period. Further details of the Isle of Man Scheme are available on the Isle of Man Financial Services Authority's website and on request.

# Appendix 1

How long will your payment take?

Payment times for instructions received before the relevant Cut-off Time.

Payment method	When the payment appears on your statement (transaction date)		When you/the recipient can use the money (available date)		Does the Bank make a charge?
	Group A Accounts	Group B Accounts	Group A Accounts	Group B Accounts	
Outward Faster Payment	Same day	N/A	Normally within 2 hours (next Working Day if account you are sending it to cannot accept Faster Payments)	N/A	No
Outward CHAPS payment	Same day	Same day	Same day	Same day	Yes
Outward BACS payment	Same day	Same day	3 Working Days	3 Working Days	No
Outward SWIFT Payment					
(i) to EEA countries, Monaco, San Marino and Switzerland – in euro or pounds	Same day	Same day	Next Working Day	Next Working Day	Yes
(ii) to EEA countries, Monaco, San Marino and Switzerland – in EEA currencies other than euro or pounds	Same day	Same day	2-5 Working Days	2-5 Working Days	Yes
(iii) to countries outside the EEA, Monaco, San Marino and Switzerland – in any currency	Same day	Same day	2-5 Working Days	2-5 Working Days	Yes
Inward transfer from a Lloyds Banking Group Account	Day of receipt by us	Day of receipt by us	Day of receipt by us	Day of receipt by us	No
Inward BACS payment	Day of receipt by us	Day of receipt by us	Day of receipt by us	Day of receipt by us	No
Inward Faster Payment	Day of receipt by us	Day of receipt by us	Day of receipt by us	Day of receipt by us	No
Inward CHAPS payment	Day of receipt by us	Day of receipt by us	Day of receipt by us	Day of receipt by us	No
Inward SWIFT payment	Day of receipt by us	Day of receipt by us	Day of receipt by us	Day of receipt by us	Yes
Inward cheque deposit in pounds	Same day (next Working Day if via Cashpoint)	Day of receipt by central processing team	4 Working Days (5 Working Days if via Cashpoint)	4 Working Days after receipt by central processing team	No
Cheques paid in using the <b>Cheque Imaging process</b>	Same day	N/A	From 11.59pm on the Working Day after we receive the cheque, at the latest.	N/A	No
Inward foreign-currency cheque collection	6-8 weeks	6-8 weeks	6-8 weeks	6-8 weeks	Yes
Cash deposit	Same day (next Working Day if via Cashpoint)	N/A	Same day (next Working Day if via Cashpoint)	N/A	No

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# Appendix 2

## Contact details

### General

You can write to us at Lloyds Bank Corporate Markets plc at:

11-12 Esplanade, St. Helier, Jersey JE2 3QA; or  
PO Box 123, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EF; or  
PO Box 328, Victory House, Prospect Hill, Douglas, Isle of Man IM99 3JY

or call us on:

(Jersey): **01534 845012** or if you're calling from abroad **+44 1534 845012**; or  
(Guernsey): **01481 706308** or if you're calling from abroad **+44 1481 706308**; or  
(Isle of Man): **01624 657848** or if you're calling from abroad **+44 1624 657848**

You can also contact us for certain queries by completing an "enquiry form", available through the "contact us" link on our Website.

To find out our current interest rates please contact your relationship manager or call:

(Jersey): **01534 845012** or if you're calling from abroad **+44 1534 845012**; or  
(Guernsey): **01481 706308** or if you're calling from abroad **+44 1481 706308**; or  
(Isle of Man): **01624 657848** or if you're calling from abroad **+44 1624 657848**

To find out our Standard Exchange Rates for foreign cheques, payments and foreign currency card transactions, please visit us in branch, contact your relationship manager or call:

(Jersey): **01534 845012** or if you're calling from abroad **+44 1534 845012**; or  
(Guernsey): **01481 706308** or if you're calling from abroad **+44 1481 706308**; or  
(Isle of Man): **01624 657848** or if you're calling from abroad **+44 1624 657848**

For enquiries about the information we hold about you: please write to Lloyds Bank Corporate Markets plc:

11-12 Esplanade, St. Helier, Jersey JE2 3QA; or  
PO Box 123, Sarnia House, Le Truchot, St. Peter Port, Guernsey GY1 4EF; or  
PO Box 328, Victory House, Prospect Hill, Douglas, Isle of Man IM99 3JY

To tell us of a change of address: please visit a Lloyds Bank Corporate Markets plc branch in the Channel Islands or the Isle of Man, contact your relationship manager or send us a change of address form (which you can get in branch) or a signed letter.

If your card is lost, stolen or you think someone has discovered your Security Details: please call **01539 736626** (+44 1539 736626 from abroad).

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