

ePayables Terms and Conditions

We have inserted a number of headings into these terms and conditions in order to them easier to read.

The headings are not intended to affect the way that the terms and conditions are interpreted.

1 Definitions and interpretation

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

Affiliate: in relation to a Customer which is a body corporate, any subsidiary or holding company of such body corporate and any subsidiary of any such holding company for the time being.

Agreement: the Agreement, including the application form, signed between the Bank and the Customer and any other documentation signed between the Bank and the Customer or notified by the Bank to the Customer in accordance with these terms and conditions from time to time.

Annual Transaction Spend: the aggregate value (in pounds sterling) of all your Card Transactions in a year, less any chargebacks credited to you in accordance with clause 12 of this Agreement. A Card Transaction will only count towards the Annual Transaction Spend for the year in which it occurs, and it will not be carried forward to any later year.

Authorisation: the consent we give to a merchant or its payment service provider (via the relevant Payment Scheme) to submit a Transaction for processing and settlement.

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

Billing Cycle: the period of one month between Statements.

Business Account: the account opened and maintained by the Bank in the name of the Customer which operates with reference to the Scheme Limit and records transactions made on all Supplier Cards issued to that Customer

Business Account Statement: a monthly statement of the Business Account setting out a record of all Card Transactions and Charges incurred for each Supplier Card that were not included on previous monthly statements.

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

Card Transaction: any purchase of goods and/or services made by use of a Supplier Card which is debited to the Business Account.

Cardholder: any individual authorised by the Customer to instruct a Nominated Supplier to make a payment using a Supplier Card, approve a Card Transaction and undertake the functions set out in the Agreement as applicable.

Charges: the charges applicable to the Services which are agreed with the Customer at the start of the Agreement (as may be varied from time to time pursuant to clause 9.2) or are as otherwise notified to the Customer in writing from time to time in accordance with the Agreement.

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

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

Commencement Date: means the date on which we agree with you that the Services will commence.

Customer Account: means the account nominated by the Customer for payment of Card Transactions and Charges under clause 6.

Customer, you or your: any business in whose name a Business Account is maintained by the Bank, as identified on the application form.

Fraedom Services Agreement: means the Fraedom Services Agreement between the Bank and Fraedom dated 3 April 2012.

Implementation Clawback: the applicable proportion of the Implementation Cost to be paid by the Customer if the Customer fails to meet the minimum Annual Transaction Spend or the Agreement is terminated before the end of the Initial Term.

Implementation Cost: the costs incurred by the Bank in respect of the "Customer Installation and Configuration" and "SFTP Implementations" elements of the Services as notified to the Customer if applicable.

Initial Term: means a period of one year, or six months if you are a Micro-Enterprise or a Charity, commencing on the Commencement Date as agreed by the Bank and Customer as documented in the application form.

Insolvent:

- (i) if you are an individual, where you or any other person takes (or threatens to take) any step in connection with:
 - your bankruptcy (including, for the avoidance of doubt, if a bankruptcy petition is presented against you, or you petition for your own bankruptcy);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an interim receiver of your property under section 286 of the Insolvency Act 1986;
 - the appointment of a receiver in respect of you under the Mental Health Act 1983;
 - the appointment of any other, receiver or manager of any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due or you are deemed to or declared to be unable to pay your debts under applicable law; or
 - you cease or threaten to cease to carry on business; or
- (ii) if you are a company, partnership, limited partnership or limited liability partnership, where you (or any other person) takes (or threatens to take) any step in connection with:
 - any suspension or re-scheduling of payments by you, a moratorium of any of your indebtedness or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise);
 - the making of any composition, compromise, assignment or arrangement with any of your creditors;
 - the appointment of an administrator in respect of you (including, for the avoidance of doubt, the filing of a notice of intention to appoint an administrator, or an application being made to court for the appointment of an administrator in respect of you);
 - the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you);
 - the appointment of a receiver or any similar officer in respect of you or any of your assets;
 - any analogous procedure in any jurisdiction;
 - you are unable or admit inability to pay your debts as they fall due (or you are deemed to or declared to be unable to pay your debts under applicable law) or the value of your assets is less than your liabilities (taking into account contingent and prospective live liabilities); or
 - you cease or threaten to cease to carry on business.

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

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

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

Nominated Supplier: means any person or entity to whom the Customer provides a Supplier Card to be used for funding and settlement of Card Transactions.

Nominated Supplier Invoice: an invoice provided by a Nominated Supplier, an electronic version of which is uploaded to the ePayables system.

Non-sterling Card Transactions: any transaction performed by a Cardholder with the RCN in a currency other than sterling.

Online Servicing Capabilities: the suite of web-based processing, management and maintenance services provided in respect of the Services as more particularly set out in Schedule 1 as amended and updated from time to time in accordance with clause 3.3.

Payment Scheme: Visa.

Payment Scheme Exchange Rate: means the foreign exchange wholesale rate set by Visa and applied to Non-sterling Card Transactions to convert them to the currency of the RCN Account, which can be found at www.visaeurope.com/making-payments/exchange-rates.

Payment Services Regulations: the Payment Services Regulations 2017 (S.I. 2017/752).

Programme Administrator: means a representative or representatives nominated by the Customer to oversee the use of the Services on behalf of the Customer including the granting of access to the Online Servicing Capabilities for Cardholders and Users.

Scheme Limit: the sum specified (in writing) from time to time by the Bank, and any changes to that sum that are agreed by the Bank, being the maximum spending (including any Card Transactions not yet debited and any Authorisations given in respect of prospective Card Transactions) permitted per Billing Cycle by the Customer cumulatively on all the Customer's Supplier Cards.

Services: the facilities to be provided to the Customer and Cardholders under the Agreement as specified in Schedule 1, together with any additional Online Servicing Capabilities or other services associated with the Supplier Cards that the Bank or any other member of Lloyds Banking Group may make available to the Customer or to Cardholders from time to time.

Supplier Card: means the Virtual Card issued to the Customer which is used for funding and settlement of all Card Transactions with a Nominated Supplier. For the avoidance of doubt, the issuing of a Supplier Card by the Bank to a Customer may also include providing the Virtual Card details directly to a Nominated Supplier on behalf of a Customer.

Supplier Card Statement: the monthly statement setting out a record of all Card Transactions and Charges under a specific Supplier Card made available by the Bank under clause 5 that were not included on previous monthly statements.

System Terms: means such materials, user guides and terms as we provide you with from time to time in respect of the Online Servicing Capabilities.

TPP: a third party provider, authorised by law to access information from your payment accounts. For example this might include an account aggregator which gives you a consolidated view of your account information across multiple providers.

User: a representative nominated by the Programme Administrator to undertake the functions set out in the Agreement as applicable.

Virtual Card: card details which are used for the purposes of making a payment but are not provided in any physical state or form.

Website: the website and associated services of the Bank appearing at www.lloydsbankingcommercial.com or any other URL as the Bank may notify to you from time to time.

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

2 Use of the Card Payment Facility

- 2.1 Following the signature of the application form relating to the Agreement by the Bank and the Customer, the setting up of the Business Account, the specification by the Bank of the Scheme Limit and all other administrative arrangements deemed necessary by the Bank, the Bank will create Supplier Cards for the Services which are available to be used by the Customer in accordance with the terms of the Agreement.
- 2.2 Each Supplier Card may only be used to make transactions within the Scheme Limit.
- 2.3 Cardholders and Users may only authorise Nominated Supplier Invoices to complete Card Transactions with Nominated Suppliers who accept the Supplier Card as payment.
- 2.4 The Customer shall ensure that:
- 2.4.1 Programme Administrator(s) are fit and proper persons and that they comply with the terms of the Agreement at all times;
- 2.4.2 any changes to the Programme Administrator(s) will be notified in writing to the Bank by an authorised signatory of the Customer. The Bank will then provide the Customer with a form to be completed for the appointment of a new Programme Administrator;
- 2.4.3 only a Cardholder, Programme Administrator or User may authorise a Nominated Supplier to make a Card Transaction using a Supplier Card. For the avoidance of doubt, a Nominated Supplier is not able to authorise a Card Transaction. A Nominated Supplier can only process a Card Transaction using the Supplier Card once authorised by the Cardholder, Programme Administrator or User;
- 2.4.4 each Cardholder, Programme Administrator or User will follow such security and other procedures as the Bank stipulates for the use of Supplier Cards at all times (including, without limitation, the security procedures set out in clause 2.6); and
- 2.4.5 no Cardholder is under any liability to make any payment and no representation or statement is made by the Customer or any of its employees, contractors or agents (including the Programme Administrators) which purports to impose liability on any Cardholder for the making of any such payment.

- 2.5 You must use, and you must ensure that any Cardholder uses, any security devices and the Supplier Cards provided by us in accordance with any instructions that we give to you and you must take, and you must ensure that any Cardholder takes all reasonable steps to keep them safe.

- 2.6 You must take, and you must ensure that any Cardholder takes, the following steps:

- 2.6.1 do not give or disclose details relating to the Business Account to any else or allow anyone else to use them;
- 2.6.2 do not give or disclose details relating to any security devices or Supplier Cards to anyone else or allow anyone else to use them;
- 2.6.3 store all information relating to any Supplier Cards and the Business Account safely and dispose of any information securely and permanently; and
- 2.6.4 inform us as soon as possible if you do not receive a Business Account Statement, or a Supplier Card Statement or any other financial information that you or a Cardholder is expecting to receive from us.

- 2.7 No Non-sterling Card Transactions will be permitted on Supplier Cards and the Customer will ensure that Cardholders do not attempt to make Non-sterling Card Transactions on them.

- 2.8 Without prejudice to clause 2.7, should Non-Sterling Card Transactions be attempted they may be converted to the currency of the Business Account and debited to the Business Account at a rate of exchange, which is a combination of the Payment Scheme Exchange Rate and a Non-sterling Card Transaction fee of 2.75% imposed by the Bank, which may be amended from time to time. All Non-sterling Card Transactions will be converted to the Business Account currency the day the Card Transaction is debited to the Business Account which may be after the day the Card Transaction is carried out. The Non-sterling Card Transaction fee of 2.75% is added to the converted Business Account currency amount and this fee and the converted Business Account currency amount will be shown on the Supplier Card Statement and the Business Account Statement.

- 2.9 The Customer undertakes to ensure that no Supplier Card is used in a manner prohibited by law and, in the case of a Customer which is a body corporate, the provisions of Part 10 Section 197 of the Companies Act 2006.

- 2.10 The Customer may request an increase in the Scheme Limit (via its relationship manager) from time to time. All requests will be subject to the Bank's usual credit review and approval process.

- 2.11 A Nominated Supplier may contact the Bank or an agent acting for the Bank for Authorisation.

- 2.12 If Authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Scheme Limit even though the amount of the Card Transaction may not yet have been debited to the Business Account.

- 2.13 The Authorisation can include authorising any single Card Transaction or pre-authorising a future Card Transaction for a certain or uncertain amount or a series of recurring payments on future dates.

- 2.14 If we are authorised in advance to make a future Card Transaction and the amount of the transaction is not known, we may reserve funds in the Business Account if you, the User or the Cardholder consent to an exact amount of funds to be reserved. Reserved funds will be released when we are made aware of the amount of the Card Transaction.

- 2.15 We will treat a payment instruction requesting that we execute a payment to have been received by us at the time that it is actually received by us, unless we are instructed to carry out a Card Transaction on a future date or a series of recurring Cards Transactions on future dates.

- 2.16 If we are instructed to carry out a Card Transaction on a future date, we will treat the date that we are required to carry out the Card Transaction as the date that we receive the payment instruction (this is known as the date of deemed receipt).

- 2.17 If we receive (or are deemed to receive) any payment instruction after the cut-off time on any Business Day or on a day which is not a Business Day, we will treat that payment instruction to have been received by us on the next Business Day. You can find our payment cut-off times on our Website.

- 2.18 A Card Transaction will be regarded as authorised by both the Customer and a Cardholder where a Cardholder authorises the Card Transaction for the Supplier Card on approval of the invoice proved by the Nominated Supplier to which the Supplier Card relates.

- 2.19 Once a Card Transaction is regarded as authorised by the Customer and a Cardholder in accordance with clause 2.18, such authorisation can only be withdrawn where we have been instructed to:

- 2.19.1 carry out a Card Transaction on a future date; or

- 2.19.2 carry out a series of recurring Card Transactions,

in which case a Card Transaction can be cancelled by the Customer or the Cardholder telling the Nominated Supplier, the other party that the Cardholder has made the arrangement with or us, provided that the Customer or the Cardholder gives notice no later than the end of the Business Day on the day before the relevant Card Transaction is due to be made.

- 2.20 Once the Customer or a Cardholder has notified us that they withdraw authorisation for the Card Transaction we will not carry out the relevant Card Transaction(s). However, it is your responsibility to notify anyone who was expecting to receive such payment(s) and we will not be responsible for any loss or damage that you may suffer if you fail to do so.
- 2.21 We may ask for clarification of which Card Transaction the Customer or the Cardholder is stopping and/or, if appropriate, request written confirmation that authorisation for a recurring transaction arrangement has been withdrawn. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised. You will also need to tell anyone you make regular payments to if your account is closed otherwise they will not be able to collect your payments. If you do miss a payment for this reason, we are not liable to you for any loss or damage you suffer as a result.
- 2.22 The Bank has the right to decline to process or delay processing any Card Transaction, and the Bank will not have any responsibility to you for any loss or damage that you may suffer as a result if:
- 2.22.1 you are in breach of the Agreement;
- 2.22.2 Card Transaction would exceed the relevant Scheme Limit;
- 2.22.3 the terms of the account held by the beneficiary of the payment prevent completion of the Card Transaction;
- 2.22.4 the Card Transaction seems unusual when considering the way that the Business Account and/or Supplier Card is normally used or we reasonably believe a Card Transaction may be fraudulent;
- 2.22.5 by processing the Card Transaction, we would infringe any law, regulation or the rules of the payment system under which the Business Account is issued or any industry good practice;
- 2.22.6 not acting on the instruction to process the Card Transaction or delaying to act on the instruction would assist us with complying with applicable money laundering laws or regulations;
- 2.22.7 we consider that the instruction to process the Card Transaction is inaccurate or requires further explanation;
- 2.22.8 by acting upon the instruction to process the Card Transaction, it would breach the Agreement or any operating limits relating to the Agreement; or
- 2.22.9 the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place).
- 2.23 If we have declined to process a Card Transaction, we will provide and/or make available to you on request details of the reason(s) for the refusal as soon as is practicable unless the law prevents us from doing so or it would undermine our security measures. We will also include details of how to correct any errors which led to our refusal, if appropriate. To request this information, please contact our customer services centre by telephone on 0800 096 4496 (if abroad +44 1908 544059), this customer service helpline is available 24 hours a day seven days a week for assistance if your Card Transaction has been declined.
- 3 The Services and online functionality**
- 3.1 We grant the Customer the right to use the Online Servicing Capabilities by allowing access to the Online Servicing Capabilities by the Programme Administrator(s). The Programme Administrators are then permitted by the Customer to grant access to Users and Cardholders, subject to the terms of the Agreement and the System Terms.
- 3.2 We will act on the instructions of the Programme Administrator(s), Users and Cardholders.
- 3.3 We may introduce new Online Servicing Capabilities from time to time and will notify the Customer accordingly, via the Programme Administrator.
- 3.4 The rights and obligations of the Programme Administrator in relation to the use of the Online Servicing Capabilities include:
- 3.4.1 the setting up of Users and Cardholders;
- 3.4.2 the workflow management approval process and for the review of the activity; and
- 3.4.3 transaction enquiry and maintenance functions within the ePayables solution.
- 3.5 The Bank will provide the Customer with initial set up and on-going support in respect of the Online Servicing Capabilities in accordance with Schedule 1.
- 3.6 The Programme Administrator, Users and each Cardholder may copy, print or reproduce any of the web pages of the Online Servicing Capabilities for the purposes only of his or her use of the Online Servicing Capabilities for the Customer.
- 3.7 Our Online Servicing Capabilities may contain inaccuracies and typographical errors. If we are informed of any such errors we will endeavour to correct them as soon as practicable.
- 3.8 The Customer shall ensure that Programme Administrators, Users and Cardholders:
- Only use the Online Servicing Capabilities in compliance with the terms of the Agreement (including any such requirements set out in Schedule 1) and any System Terms provided from time to time;
 - Ensure that personal and other data provided to the Bank is properly maintained, accurate and up to date;
 - Comply with all applicable security procedures and keep secure and confidential all usernames and passwords and change the same no less frequently than recommended by the Bank from time to time or immediately if at any time it is suspected that someone else may know them; and
 - Set up and maintain adequate security measures to safeguard the use of the Online Servicing Capabilities from unauthorised persons when being used through its own or any third party IT systems.
- 3.9 The Customer shall be responsible for controlling access to and the use of the Online Servicing Capabilities and shall ensure that only the Programme Administrator(s), Users and Cardholders are permitted access to the Online Servicing Capabilities, to the extent permitted by this Agreement. The Customer shall ensure that the Programme Administrator, Users and Cardholders will not:
- 3.9.1 monitor, copy, print out or otherwise reproduce any part of or information provided via the Online Servicing Capabilities or any part thereof (except as expressly permitted hereunder);
- 3.9.2 modify, translate, alter, decompile, disassemble, hack, tamper with or reverse engineer any part of the Online Servicing Capabilities or create any derivative work or product based on the Online Servicing Capabilities or use the Online Servicing Capabilities for the creation of new applications of any kind or for the creation of other products or service offerings;
- 3.9.3 use the Online Servicing Capabilities other than for the Customer's business purposes;
- 3.9.4 remove or alter any proprietary markings, copyright notices, confidential legends, trademarks or brand names appearing on the Online Servicing Capabilities or any material supplied by us under the Agreement or any copies thereof whether in the form of user guides or otherwise;
- 3.9.5 access or use any part of the Online Servicing Capabilities in respect of which the Bank has not granted express permission;
- 3.9.6 use or permit any third party to use the Online Servicing Capabilities in contravention of any applicable law or regulation including without limitation, exporting, re-exporting or otherwise transferring data, information or software in violation of any import or export law, regulation or restriction;
- 3.9.7 use any software or other tool or take or permit any third party to take any action which may interfere with the functionality of the Online Servicing Capabilities or compromise the security and control of access to the Online Servicing Capabilities by the Customer or any other person;
- 3.9.8 create or permit to be created any links to or from any website to any part of the Online Servicing Capabilities or cause the Online Servicing Capabilities to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 3.9.9 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Online Servicing Capabilities or any network connected thereto; or
- 3.9.10 sublicense, relicence, distribute, disclose, use, market, rent, lease, loan or transfer to any third party, any part of the Online Servicing Capabilities for third party use, third party training, time sharing, or use as an application service provider or service bureau use.
- 3.10 The Customer acknowledges that the copyright, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Online Servicing Capabilities and any material issued by the Bank in connection therewith are owned by the Bank and/or its licensors and save for the access rights expressly set out herein nothing contained in the Agreement shall give the Customer, the Programme Administrator, Users or Cardholders any right, title or interest in any such intellectual property.
- 3.11 The Customer shall access the Online Servicing Capabilities at its own cost through its own service provider using its own equipment and shall at all times be responsible for ensuring that it is compatible with the relevant requirements for access to and use of the Online Servicing Capabilities. The Customer acknowledges and understands that its systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. The Customer is responsible for taking all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via the Online Servicing Capabilities or otherwise and the Bank will not be liable for any loss or damage caused thereby.
- 3.12 The Bank may accept as authentic and accurate and act upon any information that is accompanied by the appropriate identifier without further investigating the source of information.
- 3.13 The Bank gives no warranty or assurance with respect to the Online Servicing Capabilities and all implied warranties are excluded to the maximum extent permitted by law.
- 3.14 Although industry-customary security measures have been implemented to protect the privacy of information transmitted via the Online Servicing Capabilities, the Bank does not warrant that any such information will be fully protected from unauthorised access.
- 3.15 The Bank will use reasonable efforts to enable access to the Online Servicing Capabilities on a 24/7 basis but does not warrant that the use of the Online Servicing Capabilities will be uninterrupted whether for scheduled maintenance or otherwise.

- 3.16 The Bank may suspend, modify or discontinue any part of the Online Servicing Capabilities at any time on reasonably grounds relating to
- (i) maintenance or enhancement,
 - (ii) breach of security or breach by the Customer of any of its obligations hereunder,
 - (iii) the Customer's failure to agree to any changes to the terms of use relating to the Online Servicing Capabilities, and
 - (iv) the Customer's use, or attempted use, of the Online Servicing Capabilities in an unauthorised manner and whenever practicable the Bank shall notify the Programme Administrator accordingly.
- 3.17 The Bank may at its discretion delay or decline to update on the Online Servicing Capabilities any transmitted information which it considers to be unacceptable for any reason, including suspected unauthorised access or fraud.
- 3.18 Unless terminated earlier by the Bank, the rights of access to the Online Servicing Capabilities will cease on termination of the Agreement and the Customer will ensure that the Online Servicing Capabilities and each part thereof is deleted from all electronic media, including intranet and electronic storage devices operated for and on behalf of the Customer.
- 3.19 Subject to clause 18, and to the extent permitted by relevant law or regulation, the Customer will indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Customer or the unauthorised use of the Online Servicing Capabilities or any failure on the part of the Customer (including the Programme Administrator(s), Users and Cardholders) to comply with their respective obligations under the Agreement and any other reasonable instructions issued by the Bank from time to time.
- 4 Third Party Providers (TPPs)**
- 4.1 Your Programme Administrator will be able to give consent to a TPP to access the information on your Business Account for you, as long as the TPP is open and transparent about its identity and acts in accordance with relevant regulatory requirements. You must be using Online Servicing Capabilities to do this. We will treat any instruction from a TPP as if it were from you.
- 4.2 We may refuse to allow a TPP to access your account information if we are concerned about fraudulent or unauthorised access by that TPP. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing so will undermine our reasonable security measures or otherwise be unlawful.
- 4.3 We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.
- 4.4 If you use a third party card issuer they may be able to request confirmation from us that you have the necessary credit available on your Business Account for them to approve a Card Transaction. We will only respond to a request if you have given us explicit consent to do so.
- 5 Supplier Cards**
- 5.1 The Customer can, via the Programme Administrator apply for additional Supplier Cards at any time by completing the appropriate application form. All requests will be subject to the Bank's normal credit review and approval process.
- 5.2 The Customer can, via the Programme Administrator enable Cardholders or Users to use the Online Servicing Capabilities where this has been provided as part of the Services, to approve Nominated Supplier Invoices there-by instructing Nominated Suppliers to charge the Supplier Card issued for the amount approved.
- 6 Monthly statements and Repayment**
- 6.1 If there have been any Card Transactions made on the Business Account using one or more Supplier Cards the Bank will prepare a Business Account Statement and Supplier Card Statement(s) and provide such statements or, upon request, make them available to the Customer (via the Programme Administrator) once in each calendar month. The Business Account Statement will constitute a proper demand for payment. The Customer (not the Cardholder) is liable to make payment of the full amount outstanding on Business Account Statement from the Customer Account.
- 6.2 You agree that the following information may be provided in the statements that we provide or make available to you in a Billing Cycle:
- 6.2.1 a reference enabling you to identifying you to identify the Card Transaction;
 - 6.2.2 where appropriate, information that we have received relating to the beneficiary of the payment;
 - 6.2.3 the amount of the Card Transaction in the currency in which the relevant account was debited or in the currency used for the payment order;
 - 6.2.4 the amount of any charges for the Card Transaction and, where applicable, a breakdown of those charges, and/or any interest payable by you;
 - 6.2.5 where applicable, the exchange rate used in relation to the Card Transaction and the amount of the Card Transaction after the currency conversion; and
 - 6.2.6 the debit value or the date of receipt of the Card Transaction.
- If you request the above information more than once a month there may be a charge associated with fulfilling such request.
- 6.3 The Customer will nominate one of its accounts held with the Bank as the Customer Account on the form provided by the Bank at the time of entering into the Agreement.
- 6.4 We will debit the Customer Account no sooner than 14 Business Days and no later than 28 Business Days (unless otherwise agreed) from the date of the Business Account Statement to the appropriate Customer Account. The Customer will be liable to pay the Bank all amounts so debited and all Charges at the times set out in the Agreement. Direct Debits will be credited to the Business Account and reduce your outstanding balance on the day we receive them if a Business Day, and if not a Business Day then the next Business Day following the day of receipt.
- 6.5 We recommend that the Customer checks the Business Account Statement and each Supplier Card Statement promptly on receipt. If there is an entry which seems to be wrong the Customer should tell us as soon as possible in accordance with clause 12.2 so that we can investigate. Delay in notification may make correcting the error difficult. If we need to investigate a transaction on any account the Customer agrees to co-operate with us and the police, if we need to involve them.
- 6.6 Subject to clause 12, the Customer is solely responsible to the Bank for all Card Transactions incurred on any Supplier Card. In addition to its other payment obligations, the Customer must repay to the Bank, on demand, the amount of any excess over the Scheme Limit, any arrears and any Card Transactions made in breach of the Agreement.
- 6.7 Payments reduce balances on the applicable Supplier Cards in the following order: late payment fee; Transaction fee; old balances; new balances.
- 6.8 Notwithstanding any of the terms or provisions of the Agreement, the whole of the outstanding balance due to us shown on the Business Account under the terms of the Agreement will become immediately due and payable by the Customer without demand or notice from us if:
- 6.8.1 the Customer is Insolvent; or
 - 6.8.2 the Customer is in breach of any of the provisions or the undertakings of the Agreement have been breached;
- 6.9. If you become aware that any of the circumstances set out in clause 6.8 have occurred, or if you believe that they will occur, you must notify us immediately.
- 7 Customer's Liability for Programme Administrator, Users and Cardholders**
- 7.1 Subject to clause 18, the Customer will be liable for any direct or indirect loss incurred by any member of the Lloyds Banking Group if a Programme Administrator, User or Cardholder (including those that no longer use the Services) fails to observe the terms of the Agreement or any System Terms or any additional terms and conditions applicable to an additional security code or measure issued or required by the Bank as notified to the Customer from time to time in accordance with the terms of the Agreement or acts improperly or unlawfully in relation to a Supplier Card or a Card Transaction, and any such loss shall be debited by the Bank to the Business Account.
- 7.2 The Customer will ensure that any Programme Administrator, User or Cardholder is not on the current consolidated list of asset freeze targets designated by the UN, the EU and the UK and maintained by HM Treasury.
- 8 Requirements for Scheme**
- The minimum Scheme Limit shall be at least £25,001 and the Services will only be available to a Customer which is using the Services in the course of its business and to whom the provisions applicable to 'regulated agreements' under the Consumer Credit Act 1974 do not apply.
- 9 Charges**
- 9.1 The Bank will specify the relevant Charges. For further details of these charges please refer to your relationship manager. Any Charges will be debited to the Customer Account.
- 9.2 We reserve the right to introduce new charges, amend our Charges and/or amend any volume rebate agreed with you at any time. If we do so, we will provide you with two months' advance written notice in the same way as we provide notice of any other changes to these terms and conditions (and clause 15 will apply).
- 9.3 You agree that if you do not meet the minimum Annual Transaction Spend in Year 1, then the applicable Implementation Clawback may be payable. Please see the Annual Transaction Spend Schedule (if applicable) for details.

10 Non-payment/arrears

- 10.1 The Customer will pay Charges on any sum that it does not pay within the times specified in clause 6.4.
- 10.2 The Bank may also charge the Customer a sum to cover its reasonable costs incurred in collecting any sum not paid on time or resulting from any other breach of the Agreement.
- 10.3 We want your business to be successful. However, there may be times when you need extra support. You should let us know by contacting your relationship manager as soon as possible if your business is experiencing financial difficulties. We will always try to help you and try to develop a plan with you to deal with the difficulties.

11 Lost or Stolen Supplier Cards

- 11.1 If any Supplier Card is lost or stolen or you consider that it is liable to misuse for any reason, the Customer must ensure that the Programme Administrator notifies the Bank without undue delay by telephone on 0800 096 4496 (if abroad, +44 1908 544059). The Bank may ask for written confirmation within seven days. The Customer will need to provide the 16 digit account number of the Supplier Card, this customer service helpline is available 24 hours a day seven days a week for lost or stolen Supplier Cards.
- 11.2 If you consider that a Supplier Card is lost or stolen or you consider that it is liable to misuse for any reason, the Customer must ensure that the Programme Administrator uses the Online Servicing Capabilities to cancel any pending Card Transactions or available credit balances.
- 11.3 The Customer will and will ensure that the Programme Administrator, User or Cardholder (as appropriate) will assist us or our agents in the investigation of the loss, theft or possible misuse of Supplier Cards. The Customer consents to the disclosure of any relevant information concerning the relevant Supplier Card in connection with such matters. The Bank may pass on related information to other banks, to those involved in processing card payments, or to the police or other authorities, in the United Kingdom or (if appropriate) abroad.
- 11.4 For the avoidance of doubt the Programme Administrator(s), Users and Cardholders will not be liable to the Bank for anything under this clause 11.

12 Disputed Amounts and Chargebacks

- 12.1 The Customer may only dispute amounts on a Business Account Statement or Supplier Card Statement (together referred to as Statement in this clause 12) that it believes to be incorrect if:
- 12.1.1 the amount shown on the Statement does not reflect the amount of the relevant Card Transaction processed using the relevant Supplier Card;
- 12.1.2 a Card Transactions shown on the Statement did not result from the use of a Supplier Card;
- 12.1.3 the Statement reflects Charges not properly made; or
- 12.1.4 the Customer is not liable for that amount or part of that amount under clause 18.
- 12.2 The Customer must notify the Bank in writing, or by telephone on 0800 096 4496 (if abroad +44 1908 544059) of any dispute in relation to any amount on the Statement without undue delay and in any event within 13 months of the date that any disputed payment was debited from the relevant Business Account.
- 12.3 The Customer must immediately notify the Bank if it suspects that a Card Transaction involves fraud, unauthorised use or any other circumstances where a Nominated Supplier may be liable under the Payment Scheme rules. The Bank will attempt to charge the Card Transaction back to the Nominated Supplier under the Payment Scheme rules. This will not relieve the Customer of liability for the Card Transaction unless the chargeback to the Nominated Supplier occurs, in which case the amount of the Chargeback will be credited to the Business Account.

13 Term and Termination

- The Agreement shall continue indefinitely until you or we end it in accordance with the terms of the Agreement.
- 13.1 You may terminate the Agreement at any time for any reason. If you wish to do so, you will need to give one month's notice to us. Such notice needs to be given to us in writing by post, unless otherwise agreed between you and us.
- 13.2 We may terminate the Agreement, demand repayment of the outstanding balance on the Business Account and/or close the Business Account:
- 13.2.1 at any time for any reason by giving two months' written notice to you (provided that we will also give you any other notice that we are required to provide to you by law); and

13.2.2 immediately if any of the circumstances set out below has occurred (and we will provide you with such notice (if any) that we are required to provide to you by law):

- 13.2.2.1 you breach the Agreement or any other agreement with us in a serious way;
- 13.2.2.2 you repeatedly breach the Agreement or any other agreement with us;
- 13.2.2.3 we suspect fraud in the opening or operation of the Services;
- 13.2.2.4 you or a Cardholder does anything which we reasonably believe will damage our reputation;
- 13.2.2.5 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services improperly;
- 13.2.2.6 you fail to pay any amounts that are due to us under the Agreement;
- 13.2.2.7 you or a Cardholder uses, or we reasonably believe that you or a Cardholder is using, the Services for or in connection with any purpose which is or may be unlawful;
- 13.2.2.8 you or a Cardholder breaches or attempts to breach, or we reasonably believe that you or a Cardholder has breached or is attempting to breach, any applicable law or regulation;
- 13.2.2.9 you or a Cardholder behaves threateningly or abusively towards our staff;
- 13.2.2.10 we are required to do so in order to comply with legal, fiscal or regulatory changes;
- 13.2.2.11 we find that any information which you have given to us (whether in connection with the Agreement or not) is inaccurate;
- 13.2.2.12 we find that you entered into the Agreement with us without informing us in writing beforehand, that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have any damaging effect on you);
- 13.2.2.13 you fail at any time to meet any identification or other checks required by law or regulation;
- 13.2.2.14 we reasonably believe that, if we do not stop providing you with the Services, you will cause us to breach any applicable law or regulation or expose us to action from any government or regulator;
- 13.2.2.15 closure is required by the order of any court or direction or decision of a regulator; or
- 13.2.2.16 you are Insolvent.

13.3 If you become aware that any of the circumstances set out in clause 13.2.2 have occurred, or if you believe that they will occur, you must notify us immediately.

13.4 On termination of the Agreement, howsoever occurring:

- 13.4.1 your obligations under the Agreement will continue in force and the Customer will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding (and any outstanding amounts shall become immediately due and payable on termination);
- 13.4.2 you will ensure that all Payment Accounts and the Business Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us;
- 13.4.3 any Charges that you have paid to us in advance under the Agreement will be apportioned up to the date of termination of the Agreement and we will refund the relevant amount to you;
- 13.4.4 your use of the Service shall cease with immediate effect and we shall not be required to take any further action in respect of any instructions received from you even if received prior to the date of termination;
- 13.4.5 within 7 days of the date of termination, you shall make satisfactory arrangements for the return to us of all materials relating to the Service, equipment or items (including any System Terms) supplied by us to you for use in connection with the Service; and

13.4.6 the accrued rights of the parties as at termination, or the continuation after termination of any provision that is intended to apply after termination, shall not be affected or prejudiced.

13.5 If, at any time before the end of the Initial Term, you

- (i) terminate the Agreement for any reason; or
- (ii) end your relationship with the Bank; you agree to pay (and agree that we may debit such sum from the Customer Account within 14 days of our written notice to you) a sum equal to the proportion of the Implementation Clawback (that proportion to be calculated on a pro-rated basis by dividing the Implementation Clawback by 12 and multiplying it by the number of months remaining in the Initial Term).

If you are not a Micro-Enterprise or a Charity, for the purposes of this clause and any other related term or definition in this Agreement you agree that Regulation 51(3) of the Payment Services Regulations does not apply to you.

13.6 We may terminate the Agreement on termination of the Freedom Servicing Agreement for any reason. We will provide as much notice as we are reasonably able to provide.

14 When we can stop the use of a Supplier Card

14.1 We can stop the use of one or more of the Supplier Cards entirely or in respect of a specific Supplier Card function, or refuse to renew, replace or reissue a Supplier Card, if it is reasonable for us to do so for reasons relating to:

- 14.1.1 the security of the Supplier Card and the Service;
- 14.1.2 any suspected unauthorised or fraudulent use of the Supplier Card;
- 14.1.3 a significant increased risk that you will be unable to repay any credit line relating to the Supplier Cards; and/or
- 14.1.4 our legal or regulatory obligations, and we will not have any responsibility to you in respect of any loss or damage that you may suffer as a result.

14.2 We will inform you as soon as possible if we are going to, or if we have, stopped the use of a Supplier Card and we will advise you of any reasons, unless the law prevents us from doing so or it would undermine our security measures. We will remove the stop on any Supplier Card or replace it with a new Supplier Card as soon as is practicable if the reason for stopping it no longer applies.

14.3 If you need to discuss the stop on a Supplier Card with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO BOX 6061, Milton Keynes, MK7 8LE.

15 Changes to these terms and conditions

15.1 We may make changes to these terms and conditions for any reason. For example, typically (but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the services that we provide or take account of reorganisations within Lloyds Banking Group.

15.2 If we intend to make changes to these terms and conditions, we will give you at least two months' written notice before the changes come into effect, unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.

15.3 We will notify you of changes to these terms and conditions by post, by e-mail, through any online service which you receive from us or in any other way which we have agreed with you. In the notice, we may direct you to our Website where the most recent terms and conditions are posted. During the period before a change comes into effect, you may reject the change, provided that you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement will terminate on the day before the change takes effect. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.

15.4 If we add new products or services to the Agreement or add to the ways that you can use the Services (and this does not otherwise change these terms and conditions), this will not be treated as a change and, as a result, we will not be required to give two months' written notice of this to you.

15.5 Changes to the Payment Scheme Exchange Rate will take effect immediately as such changes are made by the Payment Scheme.

15.6 If we are making a change to any other exchange rate which applies to you and the change is favourable to you, we may make the change immediately. In any other circumstances, we will provide at least two months' advance written notice to you of changes to exchange rates by post, e-mail, through any online service which you receive from us or in any other way which we have agreed with you (and clause 15.3 will apply).

16 Refunds for incorrect payment amounts/sums

16.1 For Card Transactions where the exact amount of the payment was not specified when you or the Cardholder gave authorisation for the Card Transaction, we will refund the amount of the payment (and any related interest and charges directly incurred by you) if:

- 16.1.1 the amount of the payment is more than you could have reasonably expected to pay taking into account the previous spending pattern on the Business Account, or any other circumstances relevant to you, the Cardholder, the Business Account or the payee; and
- 16.1.2 you request the refund from us within eight weeks from the date that the amount was debited from the Business Account.

16.2 You will not be entitled to a refund if you or the relevant Cardholder gave authorisation for the Card Transaction directly to us and the amount of the payment was provided or made available to you or the Cardholder at least four weeks before the due date for payment.

16.3 Before providing a refund to you, we may ask you to provide us with any information that we reasonably require so that we can ensure that you satisfy the requirements for a refund.

16.4 Within 10 Business Days of the later of:

- 16.4.1 our receipt of your request for a refund; or
- 16.4.2 our receipt of any information that we ask you to provide, we will provide you with a refund or inform you why you are not entitled to a refund. If you are not happy with our decision, you can contact your relationship manager or make a complaint to us. Further details about our complaints procedure are set out in clause 20.

16.5 Beyond the responsibility set out above, we will have no further responsibility to you in respect of a Card Transaction which has been initiated by a payee in the circumstances set out in this clause 16.

17 Refunds for unauthorised transactions

17.1 Subject to clauses 17.2 and 17.3, if a Card Transaction was not authorised by you or the relevant Cardholder (and subject to any responsibility that you may have under clause 18), we will refund you the amount of the Card Transaction and, where applicable, restore the Business Account to the state in which it would have been had the unauthorised transaction not taken place by the end of the next Business Day, provided that you notify us without undue delay on you or a Cardholder becoming aware of the unauthorised transaction, and in any event within 13 months of the date that the payment was debited from the Business Account. You can find details of how to contact us in clause 12.2.

17.2 In some circumstances, we may investigate whether you are entitled to a refund before providing a refund and we may ask you to provide us with any information that we reasonably require as part of such investigation. In other circumstances, we may provide a refund and subsequently investigate. If, through our subsequent investigations, we discover that you were not entitled to a refund, we may debit the refunded amount from the Business Account. We will give you reasonable notice in advance of doing so.

17.3 When we are assessing whether a Card Transaction was authorised by you:

- 17.3.1 if you are not a Micro-Enterprise or a Charity, you agree that Regulation 75 of the Payment Services Regulations does not apply to you, therefore it is your responsibility to prove that a payment was not authorised by you or the relevant Cardholder and we can treat the use of a Supplier Card as sufficient evidence to show that the payment was authorised by you or the Cardholder or that you acted fraudulently or with intent or gross negligence failed to take any of the actions set out in clause 18.1.3 or 18.1.4; and
- 17.3.2 if you are a Micro-Enterprise or a Charity, we cannot necessarily treat the use of a Supplier Card as sufficient evidence of the above, although this is one of the factors that we will take into consideration.

17.4 Beyond the responsibility set out above, we will have no further responsibility to you for unauthorised transactions.

18 Your responsibility for unauthorised transactions

Your responsibility if you are a Micro-Enterprise or a Charity

18.1 Subject to clause 18.2, you will be responsible for any losses incurred in respect of an unauthorised transaction arising from:

- 18.1.1 the use of a lost or stolen Supplier Card; or

- 18.1.2 the misappropriation of a Supplier Card due to you failing to keep the personalised security features of the Supplier Card safe, up to a limit of £35 per instance of loss, theft or misappropriation, unless you have acted fraudulently or you have intentionally or with gross negligence failed to:
- 18.1.3 take all reasonable steps to keep the personalised security features of the Supplier Card safe;
- 18.1.4 use any Supplier Card in accordance with the Agreement; or
- 18.1.5 notify us in the agreed manner and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of any Supplier Card, in which case your responsibility for losses will be unlimited.
- 18.2 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.2.1 after you have notified us in the agreed manner to the loss, theft, misappropriation or unauthorised use of a Supplier Card; or
- 18.2.2 if we fail to provide the means for you to notify us of the loss, theft, misappropriation or unauthorised use of a Supplier Card (unless clause 23 applies to us).
- 18.2.3 from the use of a Supplier Card, security device and/or security details used without your permission before you receive them; or
- 18.2.4 if we fail to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.
- Your responsibility if you are a not a Micro-Enterprise or a Charity**
- 18.3 You will be responsible for any losses incurred in respect of an unauthorised transaction arising from:
- 18.3.1 the use of a lost or stolen Supplier Card; or
- 18.3.2 the misappropriation of a Supplier Card due to you failing to keep the personalised security features of a Supplier Card safe.
- 18.4 You agree that Regulation 77 of the Payment Services Regulations does not apply to you, therefore your responsibility for losses will be unlimited.
- 18.5 Unless you have acted fraudulently, you will not be responsible for any losses arising:
- 18.5.1 after you have notified us in the agreed manner of the loss, theft or misappropriation or unauthorised use of a Supplier Card; or
- 18.5.2 if we fail to provide the means for you to notify us of the loss, theft or misappropriation or unauthorised use of a Supplier Card (unless clause 23 applies to us).
- 18.5.3 from the use of a Supplier Card, security device and/or security details used without your permission before you receive them; or
- 18.5.4 if we fail to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.
- 19 General**
- 19.1 We recommend that you retain a copy of all the documents that make up the Agreement. If you would like a copy of all or any of the documents that make up the Agreement, you can contact your relationship manager who will provide you with a copy. You can also find a copy of these terms and conditions on our Website.
- 19.2 Subject to clause 19.8, we will have no Liability to you for any:
- 19.1.1 loss of profit (in each case whether direct, indirect or consequential);
- 19.1.2 loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- 19.1.3 loss of goodwill, loss of reputation or loss of opportunity (whether direct, indirect or consequential);
- 19.1.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- 19.1.5 loss of bargain (whether direct, indirect or consequential);
- 19.1.6 costs relating to wasted managerial, operational or other time (whether direct, indirect or consequential);
- 19.1.7 claims made against you by third parties (whether in respect of direct, indirect or consequential losses); or
- 19.1.8 indirect, consequential or special loss.
- 19.3 Subject to clauses 19.7 and 19.8, the maximum aggregate Liability of the Bank which arises from an act, omission, event or circumstance which occurs in any one calendar year will not exceed the value of the Charges paid to the Bank during that calendar year.
- 19.4 No member of Lloyds Banking Group will be liable for refusal of any other bank, ATM or other machine or Nominated Supplier to accept or honour the Supplier Card, nor will any such member be responsible in any way for the goods and services supplied to the Customer or any Cardholder.
- 19.5 Any complaints by either a Cardholder or the Customer with a Nominated Supplier must be resolved by the Customer with such Nominated Supplier and no claim by the Customer or a Cardholder against any Nominated Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.
- 19.6 The Bank accepts no responsibility if a request for Authorisation is declined or if a Supplier Card is not accepted in payment as a result of an act or omission of any third party, including without limitation a card scheme or the Nominated Supplier's acquiring bank or payment processors.
- 19.7 Where the Customer consists of two or more persons, this definition means all or any of them and their liability will be joint and several.
- 19.8 Nothing in the Agreement limits or excludes our Liability in any way under clauses 16 and 17 of the Agreement. Any limitation on your Liability under clause 18 of the Agreement will not be affected or prejudiced by any other term of the Agreement.
- 19.9 Nothing in the Agreement excludes our Liability in any way for:
- 19.9.1 death, personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- 19.9.2 our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- 19.9.3 any other matter for which we cannot exclude or limit our responsibility by law.
- 19.10 The Agreement is solely between you and us and, with the exception of terms in the Agreement which include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group), no other person will have any rights to enforce any of its terms.
- 19.11 If we fail to insist that you perform any of your obligations under the Agreement or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do decide to waive a breach by you, we will do so in writing, and that will not mean that we automatically waive any later breach by you.
- 19.12 If we are told that money has been paid into your Business Account by mistake, we can take from your account an amount up to the mistaken payment amount. 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 are unable to return funds to the sender, we can give them details about you and your Business Account so they can recover the money from you.
- 20 Our service promise**
- 20.1 We aim to provide excellent customer service whenever you deal with us. If we do not achieve this, please tell us so that we have the opportunity to put things right. You can write to or speak to your relationship manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.
- 20.2 If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.
- 21 Notices**
- 21.1 You can contact us by post or by delivering notices by hand, in each case addressed to your relationship manager or Lloyds Bank Card Services PO BOX 6061, Milton Keynes, MK7 8LE.
- 21.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone or by e-mail (in each case using the details which you provided to us on the application form relating to the Agreement or the details that you have since informed us are correct), through a broadcast message on an online service that we provide to you or by posting a notice on our Website.

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

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

21.5 We will use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident which may affect you.

22 Assignment

22.1 You may not transfer any of your rights and obligations, or sub-contract any of your obligations under the Agreement to another person unless we agree in writing.

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

23 Force Majeure

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

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

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

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

24 Severability

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

25 Governing Law and Jurisdiction

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

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

25.1.2 a sole trader and your business operates from Scotland;

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

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

26 Intellectual Property and Data Protection

26.1 You acknowledge and agree we and/or our licensors own all intellectual property rights in the Services (but not information uploaded into the Services by you or your affiliates) including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licences in respect thereof and you are entitled to use them solely for the purpose of and the extent necessary for access to and use of the Services. You have no right to grant a sub-licence to any third party.

26.2 You grant to us an irrevocable right to use all information supplied by you to us solely for the purpose of supplying the Service and you will ensure that any person that you authorised to access and use the Service shall permit us to use the information related to that person for all purposes in connection with the supply of the Service.

26.3 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 payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

SCHEDULE 1

THE SERVICES

Summary

The Bank's ePayables product is a solution which can increase the efficiency and security of managing and paying supplier invoices using an enrolled Visa branded payment product. The solution allows Customers to be provided with an electronic invoice from a Nominated Supplier which can be paid directly through ePayables.

ePayables complies with existing card authorisation message types and data element specifications. Card Transactions must be authorised online by the authorisation system on the Visa Network for processing by the ePayables solution.

All ePayables applications consist of the integration and configuration specific options chosen by the Customer that incorporates select components of ePayables functionality.

Authorisation Controls

If selected as part of the Services, the Programme Administrator (with support from the Bank, as reasonably required) can set authorisation controls for each Nominated Supplier Invoice approved by a Cardholder or User including

- (a) payment amount
- (b) payment expiration period, and
- (c) specify relevant Nominated Supplier(s) where the Supplier Card can be used.

Application Interface Options

There are two types of web interfaces, each with specific functionality, available to the Customer which shall be selected by the Customer prior to implementation of the Services:

- Web portal
- Fully integrated (SSH File Transfer Protocol)

Web portal

A web-based application that allows Users to login, upload and/or approve Nominated Supplier Invoices. An approval flow can be configured, so that different Users upload and approve the Nominated Supplier Invoices. Once the invoice has been approved a web service call is sent from ePayables to the Bank card processing platform which dynamically increases the Supplier Card credit line for a period of time specified by the Customer. An email is also generated to the Nominated Supplier informing them that the Customer has authorised the Nominated Supplier to initiate the payment, the Supplier Card has been funded to the required amount and the Nominated Supplier can use the card to take payment within the expiration period specified by the Customer.

If selected as part of the Services, the Customer may (with support from the Bank, as reasonably required) create a Nominated Supplier Invoice approval process which

- (i) allows Users to upload a Nominated Supplier Invoice by accessing the Online Servicing Capabilities; and
- (ii) provides for each invoice to be sent for review and approval by the Customer using a workflow management process.

Fully integrated (SSH File Transfer Protocol)

Leveraging real-time file feeds a Customer sends a SFTP message to ePayables, containing approved Nominated Supplier Invoices. ePayables quickly responds through a web service call to the Bank card processing platform which dynamically increases the Supplier Card credit line for a period of time specified by the Customer. An email is also generated to the Nominated Supplier informing them that the Customer has authorised the Nominated Supplier to initiate the payment, the Supplier Card has been funded to the required amount and the Nominated Supplier can use the card to take payment within the expiration period specified by the Customer. Integration required with touch points at the Customer specified location(s) or at other approved third party providers to access data and services via the real time SFTP:

- The Customer may use SFTP to integrate ePayables services into their existing ERP system, such as, to perform real time requests to fund Supplier Cards and facilitate payments.
- Other approved third party entities may use the SFTP to integrate the ePayables services into an external system, such as, your e-procurement or in-house purchasing system, to perform real-time requests for requests to fund Supplier Cards and facilitate payments.

ePayables features

The ePayables solution provides the Customer with the following key product features:

- Generation of unique virtual Supplier Cards, no plastic is produced.
- Enhanced Customer pre-approval authorisation controls whereby spending can be controlled in various ways including purchase amount, payment expiration period and supplier.
- User-configurable workflow model to support the review and approval of Nominated Supplier Invoices via the hosted website (for Web Portal integrations only).
- Integration via real-time SFTP with Customer entities, e-procurement or in-house purchasing system, to perform real-time web service calls to dynamically fund Supplier Cards (for SFTP integrations only).
- Support of remittance emails to Nominated Suppliers.
- Undertake Supplier Card and programme management/administration self-service functions.

Customer Installation and Configuration

The Bank will support the following activities in ePayables during initial implementation:

- Enrol the Customer in ePayables.
- Set up the Programme Administrator for the Customer.
- Register Supplier Card numbers.

Once enrolled the Bank or Programme Administrator can access the web portal to set up and manage programmes for internal Users. The following activities can be performed by the Bank or Programme Administrator via the ePayables web portal:

- Establish the workflow approval process for Nominated Supplier Invoices.
- Create Users and assign permissions.
- Configure Nominated Suppliers to allow Users approving invoices to facilitate payments.
- Reset passwords.
- Review User and transaction activity.

Customer Support for ePayables

Following an investigation by a User using the web portal, should the Customer require ePayables support, this will be provided by the Lloyds Bank Corporate Card Services team.

This is the Customer's first point of contact to report problems with the application for the ePayables solution or to direct questions on the use of ePayables such as:

- Cannot upload or approve Nominated Supplier Invoice.
- Supplier Card not being dynamically funded correctly.
- Supplier Card transactions denied/declined.

The Lloyds Bank Corporate Card Services team will co-ordinate with other teams as appropriate to resolve the issue according to the Bank's internal escalation procedures.