

LloydsLink online General Conditions

These Terms and Conditions are for products supplied by Commercial Banking to customers with an annual turnover of £15m or more. If you have any queries please contact your relationship manager.

These General Conditions apply to the supply of LloydsLink online Services to the Customer, in addition to the relevant Service Specific Conditions in respect of each LloydsLink Service to be used by the Customer. In the event of any conflict between these General Conditions and the relevant Service Specific Conditions, the latter shall prevail.

1 Definitions and Interpretation

1.1 The words and phrases in these General Conditions and the Service Specific Conditions shall have the meanings ascribed to them in the Definitions accompanying these General Conditions, the latest version of which can be found at <http://www.lloydsbankcommercial.com/terms-and-conditions/>

2 General Obligations of the Bank and the Customer

- 2.1 The Bank will use reasonable efforts to supply the Services subject to compliance by the Customer with its obligations under these General Conditions and to the relevant Service Specific Conditions.
- 2.2 The Customer shall ensure that it has, and the Customer shall be solely responsible for putting in place, adequate controls to monitor the use of the Service and to restrict access to the Service to those authorised by it for its own security.
- 2.3 The Customer shall, and shall procure that Service Administrators and all other Users, comply with the provisions of the agreement including all applicable procedures and instructions issued by the Bank whether in the User Guide (if applicable) or otherwise.

3 Service Administrators and other Users

- 3.1 The Customer may appoint one or more persons to act as Service Administrator(s) in respect of a Service or remove any of them by completing the relevant service registration or the relevant request for addition or deletion of a Service Administrator (the forms of which may be found on the Commercial Banking website) and sending the same to the Bank duly signed by the Customer and the prospective Service Administrator(s) (if applicable) in accordance with:
- 3.1.1 the electronic banking clause of the Customer's current mandate; or
- 3.1.2 any Account Agreement; or
- 3.1.3 a specific electronic banking board resolution of the Customer; or
- 3.1.4 its current authority given to the Bank.
- 3.2 Each Service Administrator appointed in accordance with Clause 3.1 above shall submit to the Bank an online personal application (the form of which may be found on the Commercial Banking website). Following notification by the Bank of its approval in writing to the Service Administrator so appointed, the Service Administrator shall be vested with the powers set out in Clause 3.3 below.
- 3.3 The Customer agrees that a Service Administrator shall have all the powers of the Customer in relation to the Service including the appointment, suspension and removal of a Service Auditor and/or Account Maintenance User and/or any other Users. Following receipt of an application by an individual to be a User, a Service Administrator shall verify the identity of any such User and shall notify the Bank of his/her approval of any such registration via the Commercial Banking website, allocating such Permissions (where applicable) as the Service Administrator sees fit. The Service Administrator having approved such User's registration, the Bank shall notify the relevant individual of their appointment and shall provide such other information or instructions as shall be appropriate in that connection.
- 3.4 The Service Specific Conditions may substitute other provisions for Clauses 3.1 to 3.3 above.
- 3.5 The Customer shall and shall procure that Service Administrators and other Users shall:
- 3.5.1 comply with the User Guide applicable to the relevant Service and to any Voting Rights allocated to them and other rights granted in respect of the Service and any reasonable instructions or notices issued by the Bank whether as to any changes or otherwise;
- 3.5.2 ensure that personal and other data provided to the Bank are always properly and accurately maintained, in particular that redundant User profiles are promptly removed and that Users' contact details, including e-mail addresses, are accurate and up to date;
- 3.5.3 comply with all applicable security procedures and keep secure and confidential all usernames, passwords and PINs and change the same no less frequently than recommended by the Bank from time to time or if at any time it is suspected that a breach of security has taken place; and
- 3.5.4 set up and maintain adequate security measures including without limitation measures to safeguard the Service Equipment from use by unauthorised persons and promptly notify the Bank if it or any part of it is lost, stolen, damaged or compromised.

- 3.6 The Customer shall not and shall procure that Service Administrators and other Users shall not:
- 3.6.1 use the Service in a way or for a purpose not authorised or intended by the Bank;
- 3.6.2 use the Service or the Service Equipment in contravention of any applicable law or regulation;
- 3.6.3 use any software or other tool or take or permit any third party to take any action which may compromise the security and control of access to the Service by the Customer or any other person;
- 3.6.4 create or permit to be created any links to or from any website to any part of the Service or cause the Service to appear in any form (whether by framing or otherwise) other than that presented by the Bank;
- 3.6.5 use the Service other than for the Customer's business purposes;
- 3.6.6 permit any third party to use the Service or seek to gain or permit any third party to gain unauthorised access to any system or network of the Bank or its agents or sub-contractors;
- 3.6.7 adapt, alter, modify, copy, reverse engineer (except to the extent permitted by law) the Service Equipment (or any information, techniques, data or designs relating to it) or permit any third party to do the same;
- 3.6.8 use the Service Equipment other than for accessing the Service via the Commercial Banking website, use e-mail or other communication with the Bank in an offensive manner by the use of abusive, foul or derogatory language or otherwise; or
- 3.6.9 transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Commercial Banking website or any network connected thereto.

4 Customers of Lloyds Bank International Limited or Bank of Scotland plc

- 4.1 If either Lloyds Bank International Limited or Bank of Scotland plc has undertaken to supply the Service to the Customer, the Customer acknowledges that Lloyds Bank plc will fulfil all performance obligations in respect of the Service on its behalf and that accordingly all instructions and communications from the Customer and others acting on its behalf in connection with the use of the Services must be directed to Lloyds Bank plc in the United Kingdom.
- 4.2 The Customer agrees that its sole contractual relationship in connection with the supply of the Service shall be with Lloyds Bank International Limited or Bank of Scotland plc, as the case may be. Where this is the case, unless the context otherwise requires, references in the Agreement to 'the Bank' or 'Lloyds Bank' shall be deemed to be references to Lloyds Bank International Limited or Bank of Scotland plc, as the case may be.
- 4.3 Lloyds Bank plc may require the disclosure by Lloyds Bank International Limited or Bank of Scotland plc (as the case may be) of information relating to its accounts (including information stored on its database). The Customer authorises Lloyds Bank International Limited or Bank of Scotland plc (as applicable) to disclose all such information as may be requested by Lloyds Bank plc in pursuance of the supply of the Service to the Customer.
- 4.4 In any case where the Customer has given Lloyds Bank International Limited or Bank of Scotland plc information about individuals (including Users) the Customer represents and confirms that those individuals have appointed the Customer to act for them to consent to the processing of their personal data for the purpose of the performance of the agreement and to the transfer of that information abroad and to receive any data protection notices on their behalf.

5 Instructions, access and use of the Service

- 5.1 The Customer shall be responsible for the content and accuracy of all instructions issued by it and Users via any medium. Receipt by the Bank of any instruction, message or notice issued or purporting to be issued by the Customer and/or Users in accordance with the relevant authentication procedure will constitute full and unconditional authority to the Bank to carry out or act upon that instruction, message or notice and the Bank shall not be bound to enquire as to the authenticity of any such instruction, message or notice unless the Bank has received prior notification from the Customer which casts doubt on its validity.
- 5.2 The Customer may submit instructions and messages at any time, but save as otherwise specified or referred to in the relevant Service Specific Conditions and/or User Guide, instructions and messages will only be accessed by the Bank on Business Days between the hours of 9am and 5pm UK time. Except insofar as may be necessary to meet execution times required by law and/or the agreement the Bank does not warrant or represent that it will respond to messages or act upon instructions within a specified timescale and any indication of timescale given to the Customer is an estimate only and not binding on the Bank.
- 5.3 The Customer agrees that it will not challenge the legal effect, validity or enforceability of any instruction on the basis that such instruction is in electronic form and not in writing or that the instruction constitutes a breach of the agreement.

- 5.4 Notwithstanding anything to the contrary in the agreement express or implied the Bank may decide not to carry out instructions or delay the carrying out of instructions if the Bank in its absolute discretion considers that to do so will assist it to comply with applicable money laundering laws or regulations (in which case the Bank may not be able to inform the Customer of the reasons for its decision) or if it reasonably believes that by following such instructions it would infringe any law or regulation. The Bank will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained.
- 5.5 The Bank reserves the right at any time to suspend the Service or access thereto for such period or periods as it considers appropriate in its absolute discretion by notice to the Customer if: (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Service; (b) for technical reasons provision of the Service is not possible; (c) suspension is necessary if there are reasonable grounds to suspect compromise of security or any unauthorised or fraudulent use of the Service; or (d) if the Customer breaches any of its obligations hereunder. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where the Bank suspends the Service or access thereto under the agreement it shall give its reasons therefor in its notice to the Customer. If the Bank is unable to give the Customer prior notice in respect of any of the foregoing it will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail the Bank shall notify the Customer that the supply of the Service has been resumed and shall take such other action as is appropriate in pursuance thereof.
- 5.6 If the Customer knows or suspects that its security with respect to the use of or access to the Service has been compromised in any way including any loss or disclosure of any password or other relevant security device or there has been misuse of the Service or any breach of its obligations hereunder it shall notify the Bank without delay by telephoning the helpdesk for the Service at any time. The helpdesk telephone number may be found in the relevant User Guide.
- 5.7 The Customer will be responsible for the accuracy and completeness of all instructions given to the Bank when using the Service and shall indemnify the Bank against any claims from third parties for all damages, costs and expenses which may be incurred or sustained by the Bank arising out of compliance therewith.
- 5.8 The Bank reserves the right to decline to act on any instruction if it considers it to be inaccurate or requires further explanation or to demand additional identification or authentication before acting pursuant to any instruction or message. If in the case of an Instruction or message related to a payment transaction the Bank decides not to act on any instruction or message, unless such notification would be unlawful, it shall promptly notify the Customer and/or the relevant User either in writing or by telephone giving its reasons therefor, and, if appropriate, the procedure for rectifying any errors.
- 5.9 The Customer acknowledges that processing an instruction is subject to successful receipt thereof by the Bank. The Customer shall not be entitled to assume that the Bank has acted on an instruction unless and until the Bank has confirmed that it has so acted. The Bank will communicate any such confirmation if so requested by a User.
- 5.10 The Customer acknowledges 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 shall be responsible to take all appropriate and necessary measures for the protection of its own systems and equipment from any such intrusion whether via the Service or otherwise and the Bank shall not be liable for any loss or damage caused thereby.
- 5.11 The Customer shall at its own cost access the Commercial Banking website through its own internet service provider using its own equipment and shall at all times be and remain responsible for ensuring that it is compatible with the relevant requirements for access to and use of the Service.
- 5.12 Before proceeding to act on instructions the Bank may require the Customer to agree to additional terms and conditions related to such instruction.
- 5.13 The Customer is advised to use means other than e-mail if a response to an instruction, message or notice is time critical and to contact the relationship manager with whom it normally deals in order to agree appropriate alternative channels of communication.
- 5.14 The parties agree that insofar as they may apply to the provision of the Service the Bank shall be exempted from the requirements of the Electronic Commerce (EC Directive) Regulations 2002 to the maximum extent permitted by law.
- 5.15 The Bank may monitor and record phone calls with the Customer and Users and/or audit the Customer's use of the Service in order to improve the quality of the Service.
- 6 Exotic currencies**
- From time to time we are unable to offer payments in certain currencies (you can contact us at any time to check whether payment in a specific currency is available at the time). Where this is the case, and you ask us to make a payment in a currency we do not offer, we may make an equivalent payment in sterling or in a currency other than sterling (using an external benchmark exchange rate) which will be converted by the beneficiary's bank (or by our correspondent bank in the beneficiary's country) at that bank's applicable exchange rate at the time. In the event that the rate actually used is different to the indicative rate used by us to calculate the sterling (or other currency) payment amount, we may debit all or part of any shortfall to your account. We will notify you if this is the case. In the event of a surplus, this will be refunded to your account.
- 7 Service Equipment**
- 7.1 The Service Equipment is supplied by the Bank solely for use in connection with the Service. The Customer acknowledges that access to the Service from certain countries of the world may result in the breach of local laws and regulations, in particular those relating to the import and export of the Service Equipment. When accessing and using the Service it is the Customer's responsibility to ensure that it and Users comply with all applicable laws and regulations and the Customer shall not do or permit to be done anything in connection with the access to or use of the Service which is or is reasonably likely to result in a breach by the Bank of any applicable laws or regulations. If the Customer requires guidance on the use of the Service Equipment in any particular country of the world the Customer may contact the e-Operations Helpdesk, provided that the Bank reserves the right at any time by notice in writing without liability to prohibit the use of the Service Equipment in any country of the world if in its absolute discretion the Bank considers that the Customer or the Bank or the Service may be jeopardised thereby.
- 7.2 The Bank may after reasonable notice to the Customer modify the Service Equipment or supply replacements for all or any part thereof for use by the Customer hereunder.
- 7.3 The Service Equipment includes software proprietary to the Bank or its licensors and may include software which is designed to operate with the Customer's internal systems as described by the Customer to the Bank for the purposes of the supply of the Service. If any defect appears in any software contained within the Service Equipment the sole remedy of the Customer will be the correction of the defect by the Bank as soon as practicable following receipt of written notice thereof. The Bank specifically denies any express or implied warranty or representation that software will be fit to operate in conjunction with any hardware items or software products other than those (and in the configuration) which have been identified by the Customer or that its use will be uninterrupted or error free.
- 8 Data Protection**
- 8.1 Without prejudice to any other agreement with the Bank permitting the wider use of personal data the Bank shall use personal data provided to it by Service Administrators and other Users or otherwise hereunder for the purposes only of the supply of the Service.
- 8.2 The Customer shall comply with all relevant data protection and privacy laws and regulations when using the Service. If the Customer accesses the Service from any country outside the European Economic Area it shall be the Customer's responsibility to take all appropriate measures to ensure that personal data is processed in accordance with the provisions of the Data Protection Act 1998 (and any amendments or replacement thereof) as if the same were applicable and also in accordance with the relevant laws and regulations applicable in the country in question.
- 9 Charges and Payment**
- 9.1 The Service shall be deemed to have commenced and Charges (if any) payable with effect from the date when the Bank first notifies a Service Administrator that the Service Administrator may appoint other Users or the date of delivery to the Customer of the Service Equipment, whichever date is the later.
- 9.2 The Charges (if any) payable by the Customer in respect of the Service shall be those published by the Bank from time to time on the Commercial Banking website or otherwise agreed between the Bank and the Customer in writing.
- 9.3 The Bank may at any time increase the Charges (which shall include the introduction of a new Charge) by 30 days' notice in writing to the Customer. In any such case the Customer may elect to terminate this agreement forthwith by notice in writing to the Bank provided that such notice is received by the Bank no later than 60 days after the date of the said notice of increase. If the Customer elects to terminate the agreement as aforesaid no increased Charges or interest thereon shall be payable by the Customer without prejudice to the right of the Bank to be paid at the former rate to the date of actual termination.
- 9.4 Charges do not include VAT (which shall be payable by the Customer at the applicable rate in addition to the Charges) or any other taxes or duties payable by the Customer in connection with the Service.
- 9.5 Charges payable by the Customer hereunder comprise amounts payable in respect of the Service and do not include any charges or other amounts payable in respect of other banking services, whether or not supplied, pursuant to instructions issued via the Service (so far as the same may be applicable).
- 9.6 The Customer shall pay the Charges to the Bank at the times and otherwise in accordance with the Service Specific Conditions.
- 9.7 In the event that Charges are not paid by the due date for payment then without prejudice to any other rights of the Bank interest shall accrue on such amounts at the rate of 8% per annum commencing on the due date and continuing until fully paid whether before or after judgment.
- 9.8 The agreement shall not affect any right of set-off which the Bank may have against any monies held by the Bank in any account of the Customer.
- 10 Changes**
- 10.1 Without prejudice to the provisions of Clause 9.3 above, the Bank may at its discretion make changes to the terms and conditions of the agreement, including but not limited to changes to ensure compliance with legal or regulatory requirements, to rectify errors or omissions, to take account of reorganisations within the Lloyds Banking Group, to change the scope of the Service, to improve security or to take account of changes in Systems or rules applicable thereto. Changes will be notified to the Customer in writing, by post or by e-mail and in either case may direct the Customer to the Commercial Banking website where details of the change are posted.

- 10.2 If a change referred to in Clause 10.1 above is to the Customer's disadvantage the Bank will give the Customer 30 days' prior notice in writing of the change. The Customer may, by notice in writing to the Bank to be received by the Bank no later than 60 days after the date of the Bank's notice as aforesaid, terminate the agreement with immediate effect without additional charge. If a change is not to the Customer's disadvantage the change shall take immediate effect provided that the Bank shall notify the Customer of the relevant details within 30 days. If the Bank has made a major change or a large number of minor changes in any one year, the Bank will send to the Customer a copy of the new terms and conditions or a summary of the changes or direct the Customer to the Commercial Banking website where the latest terms and conditions and/or a summary of the changes are posted.
- 10.3 Copies of the latest documents comprising the General Conditions, the Service Specific Conditions and all other documents and material referred to herein are available to the Customer on request from the Customer's relationship manager and at the Commercial Banking website.
- 11 Warranties and Indemnities**
- 11.1 Each party warrants to the other that it has the power and authority to enter into and perform the agreement without infringing the rights of any third party. Where the Customer is acting on behalf of an Affiliate the Customer warrants that it has authority to give instructions to the Bank on behalf of the relevant Affiliate.
- 11.2 The Customer warrants and represents that the information provided in its Service registration form and any information provided by any Service Administrator, Service Auditor (if applicable) and any other User is accurate, complete and up to date.
- 11.3 The Customer warrants and represents that it is not a consumer as described by Section 12 of the Unfair Contracts Act 1977.
- 11.4 The Customer shall indemnify the Bank and keep the Bank indemnified against any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in its instructions or otherwise provided by the Customer infringes any applicable laws, regulations or third party rights including intellectual property rights.
- 12 Intellectual Property Rights**
- 12.1 The Customer acknowledges and agrees that the Bank and/or its licensors owns all intellectual property rights in the Service and the Service Equipment including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licences in respect thereof and the Bank grants to the Customer a non-transferable, non-exclusive royalty free right and licence to use the same solely for the purpose of and to the extent necessary for access to and use of the Service. The Customer shall have no right to grant any sub-licence to any third party in respect thereof.
- 12.2 The Customer grants to the Bank an irrevocable, non-exclusive, royalty free right and licence to use all information supplied by the Customer to the Bank solely for the purpose of supplying the Service and shall procure that any person authorised to access and use the Service shall permit the Bank to use the information related to that person for all purposes in connection with the supply of the Service.
- 12.3 The Customer shall not use (or permit any third party including any User to use) any intellectual property rights licensed by the Bank hereunder save as is specified in the agreement and in particular shall not (and shall not permit any third party to) copy, reverse engineer, decompile, disassemble or modify (as applicable) the Service Equipment or any material supplied by the Bank for use by the Customer in connection with the Service.
- 12.4 The Customer shall not and shall procure that Users shall not remove or alter any proprietary markings, copyright notices, confidential legends, trademarks, trade or brand names appearing on the Service or the Service Equipment or any material supplied by the Bank under the agreement.
- 13 Confidentiality**
- 13.1 The Customer agrees to maintain in confidence and shall procure that the Service Administrator and other Users maintain in confidence the Service Equipment and any other material or information disclosed by the Bank to the Customer related to the Service whether in tangible or intangible form and that neither the Customer nor any User shall disclose the same to any third party or use the same except in pursuance of the agreement.
- 13.2 The Bank will take reasonable precautions to ensure that information related to the business or affairs of the Customer which become known to the Bank is maintained in confidence and not disclosed to third parties, except that nothing herein shall prevent the Bank from disclosing any such information to third parties including its subcontractors, agents or other members of the Lloyds Banking Group where the Bank reasonably considers such disclosure to be necessary in pursuance of the supply of the Service or to comply with any duty or obligation imposed by law or the order of a court of competent jurisdiction.
- 14 Limitation of Liability**
- 14.1 Except as may be expressly stipulated elsewhere in the agreement the following provisions set out the entire liability of the Bank (including any liability for the acts or omissions of its employees, agents and sub-contractors in respect of the Service) to the Customer in respect of any breach of this agreement, any use of the Service and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with the agreement.
- 14.2 Save as expressly stipulated in the agreement all warranties, conditions and other terms concerning the Services which might otherwise be implied by the agreement or any collateral agreement (whether by statute or otherwise) are hereby excluded from the agreement to the fullest extent permitted by law.
- 14.3 The Bank shall not be liable for any loss of profits, loss of business, loss of or corruption of data, loss of goodwill, anticipated savings or similar loss or pure economic loss whether such loss or damage was foreseeable or whether or not the Bank was aware that the same could occur or for any special, indirect or consequential losses, costs, damages, charges or expenses howsoever arising in connection with the agreement or the Service.
- 14.4 The Bank will not be liable for any loss or damage arising directly or indirectly from any failure or delay in the carrying out of any instructions or for any interruptions in or suspension of or inability to access the Service or any acts or omissions of any third party, including any financial institution or network operator.
- 14.5 Unless otherwise expressly stipulated in the relevant Service Specific Conditions (if any) the Bank's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the agreement in any period of 12 months (or such lesser period as the agreement has been in force) up to the date when the liability was incurred shall not exceed the aggregate of the Charges actually paid by the Customer in respect of that period or the sum of £1,000, whichever shall be the greater.
- 14.6 Without prejudice to the foregoing the Customer shall fully indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of incorrect information or instructions received from the Customer or any failure on the part of the Customer (including any authorised user) to comply with the terms of the agreement, the User Guide or any other reasonable instructions issued by the Bank from time to time.
- 14.7 The provisions of this clause are in addition to and without prejudice to any other provisions which exclude or limit the liability of the Bank under the agreement including without limitation the Service Specific Conditions.
- 14.8 The Customer agrees that the exclusions and limitations as set out in these General Conditions are reasonable having regard to all the circumstances and the levels of risk in relation to the Bank's obligations under the agreement.
- 14.9 Nothing in the agreement shall be deemed to exclude or limit the Bank's liability which is not permissible under applicable law including liability for death or personal injury caused by the Bank's negligence or for fraud or fraudulent misrepresentation or under the Financial Services and Markets Act 2000 or any associated regulations.
- 15 Force Majeure**
- 15.1 The Bank shall have no liability to the Customer under the agreement if it is prevented from or delayed in performing its obligations under the agreement, or from carrying on its business, by any abnormal or unforeseeable circumstances beyond its reasonable control including (without prejudice to the generality of the foregoing and without limitation) acts of God, expropriation or confiscation of facilities, any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes or natural disasters, compliance with a law or governmental order, rule, regulation or direction, or failure of equipment, software or communications network(s) or other circumstances affecting the supply of goods or services.
- 16 Sanctions**
- 16.1 The Bank and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. The Bank 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 the Bank's reasonable opinion is likely to result, in a breach by it or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and the Bank will not be liable for any loss, damage, cost or expense by reason aforesaid. The Bank shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.
- 17 Term and Termination**
- 17.1 The agreement shall continue in force until terminated as provided in this clause.
- 17.2 The Bank may terminate the agreement or, at its option, suspend the supply of the Service forthwith by notice to the Customer on the occurrence of any of the following events:
- 17.2.1 the Customer breaches any of its obligations; or
- 17.2.2 the Customer uses the Service for or in connection with any purpose which is or may be unlawful; or
- 17.2.3 an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to the Customer; or
- 17.2.4 an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of an intention to appoint an administrator is given by the Customer or its directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 17.2.5 a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets; or

- 17.2.6 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- 17.2.7 the Customer takes any similar or analogous action in consequence of debt; or
- 17.2.8 in the case of a receipt by the Bank from the Customer of an instruction to make a payment which is to be made subject to a credit line, the Bank reasonably believes there is a significantly increased risk that the Customer may be unable to fulfil its liability to pay.
- 17.3 Either party may terminate the agreement by giving 30 days' notice in writing to the other.
- 17.4 In the event that the Customer's relationship with the Bank or Account Agreement is terminated the agreement will terminate automatically without further act of the parties.
- 17.5 The Customer may terminate the agreement in accordance with Clauses 9.3 and 10.2 hereof.
- 17.6 On termination of the agreement for any reason:
- 17.6.1 the Customer's right to use the Service shall cease with immediate effect and no further action may be taken by the Bank in respect of any instructions received from the Customer even if received prior to the date of termination;
- 17.6.2 within 7 days of the date of termination the Customer shall make satisfactory arrangements for the return to the Bank of any Service Equipment or other materials or items supplied by the Bank to the Customer for use in connection with the Service;
- 17.6.3 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.
- 18 Notices**
- 18.1 All notices or other communications to the Bank in respect of appointment, removal or replacement of Service Administrators and other Users under Clause 3 shall be sent to the Bank at the address specified in the relevant form. All other notices to the Bank shall be sent to Lloyds Bank plc, e-Operations, 1 City Road East, Manchester, M15 4PU.
- 18.2 Unless otherwise permitted under the agreement all notices by the Customer or by any User shall be sent by first class post to or delivered by hand at the relevant address of the Bank. Unless otherwise permitted under the agreement all notices or other communications by the Bank to the Customer shall be sent by first class post to or delivered at the address of the Customer set out in the Service registration form or otherwise notified by the Customer to the Bank and marked for the attention of a Service Administrator or sent by e-mail to a Service Administrator at the relevant e-mail address notified to the Bank. It shall be sufficient for the Bank to have given notice to one Service Administrator even if there is more than one.
- 18.3 Any notice submitted by first class post in the UK shall be deemed to have been delivered on the second Business Day after posting and any notice submitted from outside the UK shall be deemed to have been delivered on the eighth day after posting.
- 18.4 Any notice submitted by e-mail before 4pm on a Business Day shall be deemed to have been delivered on that day but otherwise on the next Business Day.
- 18.5 All notices or other communications between the parties shall be in the English language.
- 19 General**
- 19.1 No failure or delay by a party to exercise any right or remedy provided under the agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 19.2 If any clause or part of the agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision will to the extent required be severed from the agreement and this will not affect any other provisions of the agreement which shall remain in full force and effect.
- 19.3 The parties agree that the agreement (as it may be amended from time to time) constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter of the agreement, which supersedes all proposals, oral or written, and all other communications between them relating to it. Each of the Bank and the Customer agrees that it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not a party to the agreement) other than as expressly set forth in the agreement. No amendment or variation shall be effective unless in writing and signed by a duly authorised representative of the Bank and the Customer.
- 19.4 Unless stipulated otherwise in the Service Specific Conditions the agreement, and the documents referred to in it, are made for the benefit of the parties to them and their successors and permitted assigns and are not intended to benefit, or be enforceable by, anyone else.
- 19.5 The Customer shall not assign or transfer any of its rights and obligations under this agreement without the prior written consent of the Bank. The Bank may assign, transfer or sub-contract all or any of its rights or obligations under the agreement.
- 19.6 If there are two or more persons comprised in the expression "Customer" their undertakings and liabilities shall be joint and several and the reference to "Customer" shall be deemed to mean any one or more of them.
- 19.7 If the Customer is a partnership the agreement shall continue in full force and effect and bind each of the partners notwithstanding any change in the name, style or constitution of the partnership whether by the death or the retirement of a partner or partners of the introduction of a new partner or partners or otherwise.
- 19.8 The Bank aims to provide the highest level of service but if the Customer should experience any problem the Bank will seek to resolve it as quickly and efficiently as possible. A copy of the leaflet entitled "How to voice your concerns" may be obtained from the Customer's relationship manager or business team on request or from any branch of the Bank. The Bank's complaint procedures may be found at www.lloydsbankbusiness.com/complaints.asp
- 19.9 The Payment Services Regulations apply to the agreement (including these General Conditions and any Service Specific Conditions) except that all the provisions contained in those regulations which can be excluded in agreements with certain businesses are excluded to the fullest extent possible.
- 19.10 The agreement and any disputes or claims arising out of or in connection with its subject matter (including non-contractual obligations) shall be governed by, construed and take effect in all respects in accordance with the laws of England. The parties irrevocably agree to submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with the agreement (and any non-contractual obligations). The Customer acknowledges that the use of the Service in certain countries is subject to specific local legislation and regulations and the Customer agrees to comply with any such legislative requirements and regulations as though they were set out herein.

www.lloydsbankcommercial.com

Please contact us if you would like this in Braille, large print or on audio tape.

We accept calls via Text Relay.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve the quality of our service.

Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales, no. 2065.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.

Bank of Scotland plc Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland, no. SC 327000.

Lloyds Holdings (Jersey) Limited has registered the business name of Lloyds Bank Commercial in Jersey and the Isle of Man and has licensed it to Lloyds Bank International Limited.

Lloyds Bank International Limited Registered Office and principal place of business: PO Box 160, 25 New Street, St. Helier, Jersey JE4 8RG. Registered in Jersey, number 4029.

Regulated by the Jersey Financial Services Commission. We abide by the Jersey Code of Practice for Consumer Lending

The Isle of Man branch of Lloyds Bank International Limited is licensed by the Isle of Man Financial Supervision Commission and registered with the Insurance and Pensions Authority in respect of General Business.

The Guernsey branch of Lloyds Bank International Limited is licensed to conduct banking, investment and insurance intermediary business by the Guernsey Financial Services Commission under the Banking Supervision (Bailiwick of Guernsey) Law 1994, the Protection of Investors (Bailiwick of Guernsey) Law 1987 and the Insurance Managers and Insurance Intermediaries (Bailiwick of Guernsey) Law 2002.

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices.

You can also find details on our website, at www.lloydsbankcommercial.com/contactus.