



Please read and retain this form – there is no need to return it.

## LloydsLink customer agreement

**These terms and conditions are for products supplied by Commercial Banking to customers with an annual turnover of £15m or more and not consumers. If you have any queries please contact your relationship manager.**

This Agreement sets out the rights and obligations of you, the customer, and ourselves, Lloyds Bank (as defined below), in connection with your use of the LloydsLink Service described in the User Documentation.

In Clause 21 you will find definitions of certain of the words and phrases used in this Agreement.

### 1 About this Agreement

- 1.1 We, Lloyds Bank, agree to use reasonable efforts to provide you, the customer, with our LloydsLink Service on the terms set out in this Agreement.
- 1.2 You agree that your sole contractual relationship in connection with the supply of the Service will be with Lloyds Bank plc.

### 2 Delivery and Installation

- 2.1 We will arrange with you in advance the time and date for the delivery and installation of the Equipment and connection to the Service: the time and date that we agree will be an estimate only and shall not be binding on us.
- 2.2 If you specify in the LloydsLink Application form that you would like us to install the Service: the installation will take place at the time and date agreed with you as set out in Clause 2.1 above.
- 2.3 If you do not want us to install the Service, we will send you the Equipment in accordance with the procedure identified in the User Documentation.

### 3 Operating Hours for Your LloydsLink Service

- 3.1 You may submit instructions to the LloydsLink Service at any time, but we will act upon them on Business Days during the operating hours of the LloydsLink Service specified in the User Documentation or otherwise notified to you from time to time.
- 3.2 We will act on your instructions received on Business Days during the operating hours for the LloydsLink Service specified in the User Documentation or as otherwise notified to you from time to time provided that those instructions are received prior to the cut-off times for submission of the instructions to the relevant Payments System as specified in the schedule of cut-off times available on the Commercial Banking website (as may be amended from time to time). If an instruction is received after the relevant cut-off time, unless it is rejected, it will be deemed to have been received on the following Business Day.
- 3.3 In relation to instructions for payments in euro from euro denominated currency accounts, the term "Business Day" shall be deemed to include a Euro Payment Day if a Euro Payment Day would not otherwise fall on a Business Day and the operating hours of the LloydsLink Service shall be extended accordingly for the purpose only of the processing of those instructions.
- 3.4 We have the right by notice to you to change operating hours or to suspend the Service or access thereto for such period or periods as we consider appropriate in our absolute discretion 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 you breach any of your obligations hereunder. Unless to do so would compromise reasonable security measures or is otherwise unlawful, where we suspend the Service or access thereto under this Agreement we will give our reasons in the notice. If we are unable to give you prior notice in respect of any of the foregoing we will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail we will notify you that the supply of the Service has been resumed and will take such other action as is appropriate in pursuance thereof.

### 4 Your Licence to use the Software and Equipment

- 4.1 Until (and including) the day this Agreement terminates, we grant you a non-exclusive, non-transferable licence to use the Software. You must:
  - 4.1.1 use it solely for your own internal business purposes on Compatible Hardware;
  - 4.1.2 use only the latest version of the Software supplied to you;
  - 4.1.3 use it only in the Territory (subject to any agreement to the contrary under Clause 4.2.4); and
  - 4.1.4 use it in accordance with the terms of this Agreement and the User Documentation.

### 4.2 You must not:

- 4.2.1 transfer, sub-contract or assign your rights under this Agreement to use the Service or the Equipment to any other company or person, or otherwise permit use of the Service or the Equipment by any third party; or
- 4.2.2 use the Software other than in conjunction with the Equipment and/or Compatible Hardware; or
- 4.2.3 use the Equipment or the Service in contravention of any law or regulation; or
- 4.2.4 use the Software or the Service outside the Territory, unless you have obtained prior written consent from Lloyds Bank. Requests for use of the Software or the Service outside the Territory should be addressed to your relationship manager in the first instance.

### 5 Your Transactions and Instructions via LloydsLink Authentication Procedures

- 5.1 You give us your authority to accept and act upon any instructions or messages we receive through the Service which purport to come from you (whether or not they have been given or authorised by you) and which are authenticated in the way (if any) described in the User Documentation. We shall not be bound to enquire as to the authenticity of any such instruction or message unless we have received prior notice from you which casts doubt on its validity. We may decline to act upon any instruction if we consider that the instruction or message is inaccurate or requires further explanation. If in the case of an instruction for a payment transaction we decide not to act upon it, unless such notification would be unlawful, we will promptly notify you either in writing or by telephone giving our reasons, and if appropriate, the procedure for rectifying any errors.
- 5.2 If we are not your bank, by signing the LloydsLink Application form you will be authorising us to pass to your bank for implementation any instructions or messages we receive through the Service which purport to come from you (whether or not they have been given or authorised by you) and which are authenticated in the way (if any) described in the User Documentation.
- 5.3 If we are not your bank you authorise your bank to accept, process and act upon any instruction or message passed to it by us pursuant to Clause 5.2 above.
- 5.4 We have the right to decide, at our absolute discretion, whether or not data transmitted by the Service is to be protected by encryption or authentication procedures. You give us your authority to treat any data we receive which has been authenticated by a verification device as actually authenticated by the then registered holder of that device.
- 5.5 If you wish to cancel or modify any instruction to make a payment under the Payment Service then you must do so by telephoning the LloydsLink Helpdesk at the number shown in the User Documentation during the operating hours for the Service on a Business Day no later than the Business Day immediately before the Business Day when the payment is due to be made. If you wish to cancel or modify an instruction for payment under the Cash Management Service you may do so at any time by reversing the transaction or otherwise by appropriate instruction via the Cash Management Service.
- 5.6 The time which it will take for the amount specified in a payment instruction to be credited to the account of the payee's payment service provider will vary according to the selected payment instruction as shown in the schedule of cut-off times on the Commercial Banking website.
- 5.7 If we have acted upon an instruction for payment but the instruction is found not to have been correct we will not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof. If you have notified us to that effect under Clause 9.1.6 below we will make reasonable efforts to recover the funds and may make a charge for such activity.
- 5.8 In any case where an instruction for payment involves a foreign currency exchange we will apply our relevant exchange rate in force for the time being. The current exchange rate is available by telephoning the Payments Helpdesk at the number shown in the User Documentation. Rates of exchange in respect of transactions for the equivalent of £25,000 or above may be agreed on a transaction by transaction basis by calling the Payments Helpdesk.

**Responsibilities for Input Data**

- 5.9 If data is reported on accounts held with financial institutions other than us, you will be responsible for:
- 5.9.1 the preparation and transmission of input data by those financial institutions; and
- 5.9.2 ensuring that the data is transmitted to us as soon as it becomes available, in order that the Service can operate efficiently.
- In such a case, we will give any assistance we reasonably can to speed up arrangements for the availability of the input data.
- 5.10 If, for any reason, information or input data fails to reach the LloydsLink computer database, the Service will be limited to the information that has been received at the LloydsLink computer database by the time the Service output starts: this includes (but is not limited to) the situation where information about the state of an account is not available at the financial institution where that account is held on a non-banking day in the place where that financial institution is located.
- 5.11 You provide to us data, information, instructions and messages at your own risk. You will ensure that all data transmitted to us for or in connection with the Service is correct and complete. You must let us know immediately about any errors, discrepancies or omissions.
- Acting on Instructions to make Payments from Your Account(s)
- 5.12 When we have received an instruction through the Service involving the transfer of a sum of money, subject always to the provisions of this Agreement:
- 5.12.1 we will put it into effect; or
- 5.12.2 where a payment is to be made from an account at your Other Bank, we will pass the instruction to your Other Bank for implementation.
- 5.13 Where a payment transaction does not involve a currency conversion, the Payment Services Regulations 2009 require that payment service providers ensure that payer and payee each pay the charges levied by their respective payment service providers. Accordingly, any instruction given to us in breach of this requirement will be rejected.
- 5.14 We may debit the sum specified in your instruction from the account identified in your instruction and/or at our discretion from any other account in your name: this applies whether the account identified is in credit or already overdrawn or becomes overdrawn as a result of the transfer. (But please also see Clause 5.15.)
- 5.15 Notwithstanding Clauses 1.1, 5.12 and 5.14 above, we will be under no obligation whatsoever to make a payment in accordance with an instruction received through the Service:
- 5.15.1 unless there are already sufficient cleared funds in the account in question; or
- 5.15.2 unless you have already been authorised by Lloyds Bank to overdraw enough money on the account in question to make the payment; or
- 5.15.3 unless the instruction we receive from you is irrevocable and unconditional and otherwise complies with the provisions of this Agreement; or
- 5.15.4 if we reasonably consider such payment to be unlawful.
- 5.16 We shall ensure that so far as the Payment Services Regulations 2009 permit and subject to the execution times referred to in the schedule of cut-off times to be found on the Commercial Banking website, the amount of any payment transaction shall be credited to the payee's payment service provider's account by the end of the third Business Day following the Business Day on which the instruction was received.
- 5.17 If Lloyds Bank acts on any instruction received via the Service to provide you with a banking service for which Lloyds Bank would usually require you to fill in an application or some other written authority, by giving this instruction you will be deemed to have read and signed Lloyds Bank's application form or authority for such transaction. This means you will be bound by Lloyds Bank's standard terms and conditions for that banking service.
- 5.18 If you give an instruction via the Service in connection with making a payment from a particular account, the standard terms of Lloyds Bank for that account will apply to the transaction (at least to the extent that those standard terms are consistent with the use of the Service). For example, when you use the Service to instruct Lloyds Bank to transfer money from an interest-bearing account without giving the appropriate withdrawal notice, the terms of that account with Lloyds Bank covering the loss of interest will apply.
- 5.19 All information and data provided to you or your agent by Lloyds Bank or by any third party operator we may appoint must be checked by you immediately on receipt. If any such information or data is incorrect or omits anything it should include you should follow the relevant instructions in the User Documentation.
- 5.20 We 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. 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 the 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 reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to the instruction and/or payment as may be required.

**6 Multibank Money mover Service**

If the Service includes the Multibank Money mover Service:

- 6.1 we may send an instruction or message, including a payment instruction, to the Other Bank on your behalf but shall not be responsible for the way in which the Other Bank carries out or fails to carry out such instruction;
- 6.2 we may provide to the Other Bank any information relating to you or your accounts which we consider relevant to the instruction and may discuss with the Other Bank any query relating to an instruction;
- 6.3 you may agree that confidential information relating to you or your accounts may be disclosed to the Other Bank under this Agreement; and
- 6.4 we may provide you with information relating to your account with the Other Bank but shall not be liable if such information is inaccurate.

**7 International Payments (Including International Drafts)**

- 7.1 If you request a payment to be made in a currency other than sterling, the name of the currency and the amount should be specified. If you request a payment to be made in a currency other than sterling but for the equivalent of a fixed amount in sterling, the sterling amount and the name of the currency should be specified.
- 7.2 Where possible the exchange rate will be determined in the United Kingdom before the payment is made. Where a rate of exchange for a particular currency is not available in the United Kingdom, we may make the payment in sterling or in a currency other than sterling and in the latter case we may debit all or part of the cost to your account subsequently under advice.
- 7.3 If the customer requests a payment to be made in sterling the amount should be specified. If the recipient of the payment subsequently requires payment in a currency other than sterling, the rate of exchange will be fixed by the bank overseas at the time the payment is made.
- 7.4 If a draft is requested in sterling, you must also select the country where the draft is to be drawn. "United Kingdom" should not be selected without our prior agreement. Drafts in a currency other than sterling are normally drawn on the country of the currency concerned, e.g. US dollars drawn on the United States of America or Swiss francs drawn on Switzerland. Drafts in euro can only be drawn on a European single currency zone country (United Kingdom excepted).
- 7.5 You agree that if a draft is unpaid (other than as a result of fraud, negligence or wilful default by us) and that if the draft has been the subject of a currency conversion, your claim for a refund shall be limited to the sterling value of the draft at the exchange rate (buying rate) applicable on the day when the refund takes place. A refund cannot be made until the draft has been returned to us and until we have received confirmation from our correspondent bank that the draft remains unpaid and the original instructions have been cancelled. Where local exchange control regulations apply there may be a delay in the return of funds. If we are requested to replace a lost draft we will be entitled to require that you execute a separate indemnity as a condition for the replacement.

**8 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.

**9 Your Responsibilities for Security and Other Matters**

- 9.1 As a Service customer, you must:
- 9.1.1 set up and maintain adequate measures to safeguard the Equipment and the Service from disclosure to, and from access or use by, anyone who is not authorised to do so;
- 9.1.2 not permit any third party to use the Service or seek to gain or permit any third party to gain unauthorised access to any of our systems or networks or those of our agents or subcontractors;
- 9.1.3 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 you or any other person;
- 9.1.4 keep the Equipment under your own effective control and within the Territory;
- 9.1.5 not part with possession of the Equipment;
- 9.1.6 inform us immediately by telephone, followed by a confirmation in writing, if you become aware of:
- any unauthorised use, by anyone, of part or all of the Service, whether as a result of the loss, theft or misappropriation of the Equipment or otherwise; or
  - any instruction which may have been given which is incorrect; or

- any claims by a third party in connection with your use of the Service or your possession of the Equipment; and

9.1.7 comply with the User Documentation and any reasonable instructions or notices which we issue whether as to changes or otherwise.

9.2 As the provider of the Service, we are entitled:

9.2.1 to make technical and other modifications to the Service from time to time, without giving you advance notice; and/or

9.2.2 to modify or substitute the Equipment, after giving you reasonable notice.

9.3 When we have given you reasonable advance notice, you must allow us, our agents, contractors or suppliers access to your premises in order to:

9.3.1 inspect, examine, modify, substitute or maintain the Service and the Equipment; and/or

9.3.2 inspect and examine the Compatible Hardware.

9.4 If we exercise our right to modify the Service we will not be responsible for any of your resulting costs or expenses.

## 10 Intellectual Property Rights

10.1 You acknowledge and agree that Lloyds Bank and/or its licensors owns all intellectual property rights in the System 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 Service. You have no right to grant a sub-licence to any third party.

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

10.3 You will not use (or permit any third party to) use any intellectual property rights licensed by Lloyds Bank under this Agreement except as specified in this Agreement and in particular you will not and will not permit any third party to copy, reverse engineer, decompile, disassemble or modify (as applicable) the Equipment or any material supplied by Lloyds Bank in connection with the Service.

10.4 You will not and will ensure that any authorised users will not remove or alter any proprietary markings, copyright notices, confidential legends, trade marks, trade or brand names appearing on the Service or the Equipment or any material supplied by Lloyds Bank under this Agreement.

10.5 You must not copy the Software except for the permitted number of back-up copies of the Software. (The number of back-up copies you may make is explained in the User Documentation.)

## 11 Your Obligation to Keep LloydsLink Information Confidential

11.1 You must keep the Software, the System, the Service and all information, techniques, data and designs relating to them completely confidential. You must not disclose any of them to any third party, except:

11.1.1 to those of your employees who:

- are directly involved in using the Service;
- need to know in order to carry out their duties; and
- are aware of, and comply with, these conditions in all respects; or

11.1.2 to the extent that the information is already in the public domain, through no fault of yours; or

11.1.3 if and to the extent that you are compelled to do so by law; or

11.1.4 if and to the extent that you are required to disclose the information to Lloyds Bank to query any transaction requested by the Service.

11.2 Your obligations in connection with these confidentiality conditions will continue indefinitely: they will not end with the expiry or termination of this Agreement.

## 12 About Our Charges and Your Payments

12.1 You agree to pay to us:

12.1.1 the charges agreed with you at the start of this Agreement, or any revised charges introduced by us from time to time (as allowed under Clause 12.7 of this Agreement); and

12.1.2 any extra charges for using additional LloydsLink services: these extra charges will start on the date agreed between us in writing at the time.

12.2 We will invoice you each month for our charges. If this Agreement is terminated we will apportion our charges to the date of termination.

12.3 You authorise us to debit the charges shown on each monthly invoice from the account identified on the application form. We will debit your account not less than two days and not more than 21 days after the invoice date.

12.4 While this Agreement is in force, you cannot cancel your authority to us (in Clause 12.3) to debit our charges to your account.

12.5 If our charges are not paid as provided in this Agreement, we will be entitled to charge interest on the amount you still owe. (This right applies after – as well as up to – the date of any formal demand or court judgement.) The interest rate will be 8% per annum. Any interest that is unpaid will be compounded once a month.

12.6 Our charges for the Service do not include:

12.6.1 VAT; or

12.6.2 any other taxes or duties payable in connection with banking services you ask us to supply via the Service; or

12.6.3 any other taxes or duties payable in connection with the supply and use of the Service (except those that are attributable to our profits).

You will be responsible for paying any of those taxes and duties at the rate – and in the way – laid down by law.

12.7 We may change our charges for the Service at any time. If we increase our charges or introduce a new charge, we will give you at least 30 days' written notice before the change takes effect.

12.8 To avoid any doubt, please note that the word 'charges' as used in this Agreement only applies to our charges for the Service. It does not apply to any charges for particular banking or other services with which you are provided in response to your requests made via the Service which will be subject to the terms and charges set out in Lloyds Bank's standard agreements for those particular services.

## 13 About Lloyds Bank's Liability for Loss, Delay etc.

13.1 We will not be liable for any loss, damage, injury, interruption, delay or non-performance arising from or caused by the following:

13.1.1 events beyond our control, including:

- fire, storm, flood or acts of God; or
- strikes or other labour disputes (even if they involve our employees); or
- explosion, war, riot or other civil disturbance; or
- any intervention by or compliance with any law, order, rule, regulation or direction of any government or other relevant authority; or
- the failure or fluctuation of any power supply; or
- any telecommunications interruption or failure; or

13.1.2 any failure or malfunction of the Compatible Hardware or any other equipment used by you or your agents or sub-contractors in connection with the Service; or

13.1.3 the use by us, or any third party operator appointed by us in connection with the Service, of software which contains any virus, logic bomb, trojan horse or other software routine which impacts, disables, or otherwise harms any software or equipment owned or operated by you; or

13.1.4 use of the Service, Equipment or Software:

- in a way or for a purpose not recommended, authorised or intended by us; or
- in contravention of any law or regulation.

13.2 Where we are not your bank, we will be responsible for passing your instructions received via the Service to your Other Bank but will not under any circumstances be responsible for the implementation of your instructions which shall be the sole responsibility of your Other Bank. We may disclose information related to your accounts with us to your Other Bank. If we provide you with information relating to your account with your Other Bank received from your Other Bank we will not be liable if the information is inaccurate. For the avoidance of doubt, we shall not be responsible for any delay, error or omission of your Other Bank to implement any such instruction in whole or in part or any other failure on the part of your Other Bank to act in accordance with your instructions.

13.3 Except as may be expressly stipulated elsewhere in this Agreement the following provisions set out our entire liability (including any liability for the acts or omissions of our employees, agents and subcontractors in respect of the Service) to you arising out of any breach of this Agreement, the use of the Service and any representation, statement, tortious act or omission (including negligence) arising out of or in connection with this Agreement.

13.4 Save as expressly stipulated in this Agreement, all warranties, conditions and other terms relating to the Service which might otherwise be implied by this Agreement or any collateral agreement (whether by statute or otherwise) are hereby excluded to the fullest extent permitted by law.

- 13.5 We will 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 we were aware that the same could occur or for any special, indirect or consequential losses, costs, damages, charges or expenses howsoever arising in connection with this Agreement or the Service.
- 13.6 We 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.
- 13.7 Save as expressly stipulated elsewhere in this Agreement, our 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 this Agreement in any period of 12 months (or such lesser period as this Agreement has been in force) up to the date when the liability was incurred shall not exceed: (a) the amount (if any) necessary to reimburse you in respect of any unauthorised transaction as required by law plus (b) the aggregate of the charges actually paid by you in respect of that period or the sum of £1,000 whichever shall be the greater.
- 13.8 Nothing in this Agreement shall exclude or limit our liability which is not permissible under applicable law including liability for death or personal injury caused by our negligence or for fraud or for fraudulent misrepresentation.
- 13.9 You agree to indemnify us against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by us as a result of incorrect information or instructions received from you or any failure to comply with the User Documentation, or these terms and conditions or any other reasonable instructions issued by us from time to time.
- 14 Operation of the Service by a Third Party**
- 14.1 We are entitled to provide you with the Service by means of:
- 14.1.1 our own computer database and/or computer communications network; or
- 14.1.2 a computer database and/or computer communications network operated by any third party we decide is suitable; or
- 14.1.3 any third party operator.
- You must give us reasonable assistance in carrying out any of these arrangements.
- 14.2 If at any time we make use of a third party operator in the way described in Clause 14.1, we will:
- 14.2.1 inform you of the identity of the third party operator; and
- 14.2.2 take all reasonable steps to ensure that any data and information passed, at your request, to the third party operator in connection with the Service plus all data produced from it will be treated in complete confidence and will not be disclosed to any other party without your authority.
- 14.3 If at any time we make use of a third party operator in the way described in Clause 14.1:
- 14.3.1 you must pay the third party operator's charges at the then current rate if reprocessing or other work has to be carried out because:
- your bank (other than us) has provided input data that is faulty or out of sequence; or
  - of a negligent act or omission by you, your employees or agents; and
- 14.3.2 you must sign any agreement with the third party operator that may be necessary to enable you to give instructions to us for the operation of the Service. You will be responsible for all fees and other costs and charges payable as a result of your agreement with the third party operator.
- 15 Changing the Terms of this Agreement**
- 15.1 Without affecting our right to vary our charges (as set out in Clause 12.7 above), we may make changes to these Terms and Conditions at any time to ensure compliance with legal or regulatory requirements, to rectify errors or omissions or 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 to systems. Changes will be notified to you in writing by post or by email and in either case may direct you to the Commercial Banking website where details of the change are posted.
- If the change is to your disadvantage, we will give you 30 days' written notice before we make the change. You may by notice in writing to be received by us no later than 60 days from the date of our notice terminate this Agreement with immediate effect without additional charge.
- If the change is not to your disadvantage we may make a change immediately and tell you about it in writing within 30 days. If we have made a major change or a lot of minor changes in any one year, we will send you a new copy of the new terms and conditions or a summary of the changes or direct you to the Commercial Banking website where the latest terms and conditions and/or a summary of the changes are posted.
- 15.2 Copies of the latest documents comprising this Agreement are available if you make a request to your relationship manager or on the Commercial Banking website.
- 16 Transferability of this Agreement**
- 16.1 We may assign or otherwise transfer our rights under this Agreement and may delegate or sub-contract any of our obligations under this Agreement in our absolute discretion.
- 16.2 You cannot assign this Agreement or any of the rights and obligations you have under it.
- 17 Period of this Agreement**
- 17.1 This Agreement shall continue in force until terminated in accordance with the following provisions of this Clause 17.
- 17.2 We may terminate this Agreement at any time by giving you 30 days' prior written notice.
- 17.3 You may terminate this Agreement by giving us 30 days' prior written notice.
- 17.4 We may terminate this Agreement, or at our option, suspend the supply of the Service forthwith by notice to you on the occurrence of any of the following events:
- 17.4.1 you breach any of your obligations under this Agreement; or
- 17.4.2 you use the Service for or in connection with any purpose which is or may be unlawful; or
- 17.4.3 you are declared or become insolvent; or
- 17.4.4 an order is made for the appointment or a resolution is passed for winding up or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to you; or
- 17.4.5 an order is made for the appointment of an administrator to manage your affairs, business or property or documents are filed with a court of competent jurisdiction for the appointment of an administrator or you or a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986) give notice of an intention to appoint an administrator; or
- 17.4.6 a receiver is appointed of any of your assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of your organisation or if any other person takes possession of or sells your assets; or
- 17.4.7 you make any arrangement or composition with your creditors or make an application to a court of competent jurisdiction for the protection of your creditors in any way or become bankrupt; or
- 17.4.8 you take any similar or analogous action in consequence of debt; or
- 17.4.9 in the case of a receipt by us of an instruction to make a payment which is to be made subject to a credit line, we reasonably believe there is a significantly increased risk that you may be unable to fulfil your liability to pay.
- 17.5 As soon as this Agreement terminates (for whatever reason), you must make arrangements that are satisfactory to us for:
- 17.5.1 the deletion and/or return to us of the Software and all copies of it; and
- 17.5.2 the return to us of any other Equipment.
- 17.6 If you fail to make the arrangements (in Clause 17.5) to our satisfaction within seven days of the termination date, we, our agents, contractors or suppliers will be entitled to enter any of your premises without notice in order to delete or remove the Software and other Equipment.
- 17.7 If this Agreement ends (for whatever reason), this will not affect:
- 17.7.1 the rights and liabilities of either party under this Agreement up to the termination date; or
- 17.7.2 any term of this Agreement that is intended to apply after termination.
- 18 Communications**
- 18.1 All communications between the parties must be in the English language.
- 18.2 Any notices to be given by either party to the other under this Agreement must be:
- 18.2.1 in writing; and
- 18.2.2 sent to the other party by first class post or delivered by hand and if the notice is sent by us it may be sent by email to an address notified by you to us.
- 18.3 Until we notify you otherwise, our address for any notice you wish to send us is: Lloyds Bank plc, e-Operations, 1 City Road East, Manchester, M15 4PU.
- 18.4 Until you notify us otherwise, your address for any notice from us will be the one you have given on your LloydsLink Application form.
- 18.5 Either of us can change the address for these communications, by giving seven days' notice in writing to the other.

**19 Other Legal Points about this Agreement**

- 19.1 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.
- 19.2 This Agreement is the entire agreement between you and us in connection with the Service. It supersedes any previous agreements, representations, understandings and commitments of any kind, whether spoken or written. In particular, the Payment Services Regulations 2009 shall apply to this Agreement but only insofar as they are provided for herein and all other provisions contained in the said regulations are excluded to the fullest extent permitted by law.
- 19.3 If you, 'the customer', comprise two or more persons:
- 19.3.1 each of you is jointly and severally liable for all of the undertakings and liabilities set down in this Agreement; and
  - 19.3.2 when this Agreement refers to 'you' and 'the customer', these words mean any one or more of you.
- 19.4 If you, the 'customer', is a partnership, this Agreement will be with the partnership and the partners as individuals and continue to be effective and fully in force and will continue to bind each of the partners (as such partners and as individuals) who be with the partnership and the partners as individuals and continue to be effective and who comprise the customer from time to time, even if there is a change in the name, style or constitution of the partnership because:
- 19.4.1 an existing partner dies, retires, or is expelled from the partnership; or
  - 19.4.2 one or more new partners joins the partnership; or
  - 19.4.3 of any merger, reconstruction, or amalgamation of the partnership, or substitution of the partnership by a successor partnership; or
  - 19.4.4 of a dissolution of the partnership; or
  - 19.4.5 any other changes in the 'customer'.
- 19.5 If we should delay, neglect or postpone the enforcement of any term of this Agreement, this will not amount – or be understood to amount – to a waiver of that term or in any way prejudice any of our rights under this Agreement.
- 19.6 We have tried to make this Agreement easier to read by adding headings to the various sections. These headings are not strictly part of this Agreement and do not affect the legal construction or interpretation of any of its terms.
- 19.7 Under the guidance notes for UK banks on money laundering, when we arrange an international payment for a customer, we are obliged to record the address of the 'remitter' – that is, the person or organisation who has ordered the payment to be made. The transaction note will therefore show the address of the party remitting the payment, rather than the address of the account-holder from whose account the payment has been debited (where the two differ).
- 19.8 You agree to comply with all relevant data protection and privacy laws applicable to your use and receipt of the Equipment and the Service and shall not cause Lloyds Bank to be in breach of such laws.

**20 Complaints**

We aim to provide the highest level of customer service possible. However if you experience a problem we will always seek to resolve this as quickly and efficiently as possible. You can request a copy of our "How to voice your concerns" leaflet from your relationship manager, business team or any branch. Our complaints procedures are also on our website

**21 Definitions**

- 21.1 In this Agreement, the following words and expressions shall have the meanings set out below unless the context requires otherwise:
- Agreement:** means the agreement between you and us subject to these Terms and Conditions and all documents and other material referred to herein, which shall be deemed to be incorporated herein.
- Business Day:** means a day (excluding Saturday and Sunday) on which banks are generally open for business in England unless stipulated otherwise in the Agreement.
- Compatible Hardware:** means your PC, modem and printer on which the Software is installed and which is used to access the Service, and which must conform to our technical specifications – as referred to in the User Documentation or as otherwise notified to you from time to time.
- Commercial Banking website:** means the website appearing at [lloydsbankcommercial.com](http://lloydsbankcommercial.com) or any other URL that we may select.
- Equipment:** means the Software and any documents – including the User Documentation – supplied under this Agreement, plus any authentication codes, smartcard readers, cards, the media on which the Software is supplied to you and any other equipment supplied by us from time to time for use in connection with the Service.
- Euro Payments Day:** means a day on which TARGET2 is open for settlement of payments in euro.
- Lloyds Banking Group:** means Lloyds Banking Group plc and its subsidiary companies for the time being.
- Lloyds Bank:** means Lloyds Bank plc or any reconstruction, amalgamation or merger thereof, as the case may be.
- Other Bank:** means a bank other than Lloyds Bank with which you have an account, as notified by you to us in writing from time to time.
- Payments System:** means in relation to the Payments Service the payments systems (or any of them) which we use to transmit funds in accordance with your instructions.
- Service or LloydsLink Service:** means the LloydsLink Payment Service and/or Cash Management Service more particularly described in the User Documentation supplied via LloydsLink together with any applicable options selected by you.
- Software:** means the LloydsLink software issued and supplied by us from time to time for use in connection with the Service.
- System:** means the system used by us to provide you with the Service including any database, the Software, the Equipment and computer communications network.
- TARGET2:** means the Trans-European Automated Real-time Gross Settlement Express Transfer payments system.
- Territory:** means the countries of the European Union and the European Economic Area (both as at the date of this Agreement).
- User Documentation:** means the LloydsLink reference manual supplied to you by us from time to time.
- you/your:** mean you, the customer, which becomes registered with us to use the LloydsLink Service.
- we/our/us/the Bank:** means Lloyds Bank plc.
- 21.2 A reference to writing excludes faxes and also excludes email and any other form of electronic communication except where expressly provided.

[www.lloydsbankcommercial.com](http://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 number 119278.

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.

Please remember we cannot guarantee security of messages sent by email.

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/](http://www.lloydsbankcommercial.com/contactus/)