

Telephone Banking

Terms and Conditions

Business Telephone Banking



These terms and conditions apply to the supply of the Business Telephone Banking service. Please see the section at the end for the definitions.

1. Using this Service

- 1.1 By completing the application form for this Service you confirm that the Users are authorised by you to use the Service and (where applicable) to instruct the Bank to carry out Transactions on all your Accounts (whether opened now or in the future) and that the Bank is authorised to carry out such instructions and Transactions.
- 1.2 You acknowledge that any individual who is not listed in the application form for this Service will be deemed to be authorised by you to use this Service and will become a User:
 - 1.2.1 if they pass the Bank's Standard Customer Verification Procedure on any of your Account(s). The Bank's Standard Customer Verification Procedure can be passed by anyone who has access to your statements and banking information. It is therefore important that you keep your statements and banking information in a secure place and do not disclose them to anyone whom you do not want to access your Account(s); or
 - 1.2.2 if they already have an established relationship with you which is recorded on our Account(s);and any such User's use of this Service will be subject to these terms and conditions.
- 1.3 You also agree that any User may apply for the Text Alerts service on your behalf and this service will be subject to separate terms and conditions which will be supplied to the User upon application and accepted by them on your behalf.
- 1.4 Provided that we can identify the User by reference to their Security Number and date of birth, we will act on the User's instructions without seeking further confirmation from you.
- 1.5 We will notify you in writing where an individual registers a Security Number to access your Account(s) and becomes a User pursuant to clause 1.2. It is your responsibility to tell us in writing IMMEDIATELY if you are not happy with any such individual having a Security Number on any of your Account(s).
- 1.6 The Service is free. The Business will however be liable for the normal costs of all calls and the normal charges for the Transactions which are set out in the "Charges" brochure which was provided to you on account opening (unless other charges were agreed with you when you opened the account). We can also give information about the charges for Transactions when a User calls.
- 1.7 If you have set any signing restrictions or instructions in "Your Authority to operate your account(s)", these restrictions will not apply to the Service. For example, if you have set a restriction of "Any two" signatories to sign any transfer or have set a financial cap on any signatory, these restrictions will not apply to Transactions a User can make using the Service and we will carry out the Transaction upon the sole instruction of the User via the Service and the financial cap will not be applied.
- 1.8 We cannot change or alter direct debits unless the originator agrees. You should contact them direct.
- 1.9 These conditions are in addition to those for the accounts and services you are accessing through this Service. If there is any conflict, these conditions override any others.

2. Your obligations

- 2.1 You will ensure that the Users do not record their Security Number in any form recognisable by others or disclose it to anyone. A User will be asked to provide a combination of numbers from the Security Number when telephoning us. They must not disclose the whole Security Number.
- 2.2 You will ensure that if a User forgets their Security Number or suspects that someone else knows it, you or the User will notify us immediately by calling **0345 835 3858** or your relationship manager.
- 2.3 You can cancel any User's authority to use this Service by calling us on **0345 835 3858** or by contacting your relationship manager.
- 2.4 If you cancel a User's authority then, unless you instruct us otherwise, we will process all outstanding instructions which were authorised by this User before you notified us of the cancellation. At your request we will tell you of any future Transactions set up on your Account(s) to enable you to consider whether or not to cancel any such outstanding Transactions.

3. Transactions

- 3.1 A User can only make a Transaction which is a payment from the Account to the User's personal account with the Bank using this Service if they are the director or a partner of the Business or the sole trader.
- 3.2 To instruct us to make a Transaction or a series of Transactions, the User must usually provide the account number and sort code for the account into which the payment is to be made ("Remittance Details").
- 3.3 Before we process the instruction for the Transaction (or series of Transactions) we will read the Remittance Details back to the User and ask them to reconfirm that we are to carry out the Transaction. Once the User has verbally confirmed that the Remittance Details are correct and that the Transaction is to proceed, the User will be deemed to have given consent to the Transactions (or series of Transactions) on your behalf.
- 3.4 The cut-off times in relation to a User instructing us to make Transactions and us starting to process them are set out below. Please note that these cut-off times are different to the times during which the Service is available to take calls.

- 3.5 Where a User calls us between 8am and 5.30pm on a Business Day to instruct us to carry out a Transaction as soon as possible, the instruction will be deemed to have been received by us on the same Business Day as the call (subject to any other cut-off times we may tell you for certain types of payment as set out or referred to in the "Need to know" brochure).
- 3.6 Subject to clause 3.7, where a User calls us outside the hours of the Business Day as set out in clause 3.5 to instruct us to carry out a Transaction as soon as possible, the instruction will be deemed to have been received by us on the next Business Day.
- 3.7 If possible we will start to process an instruction made pursuant to clause 3.6 on the same day that the User calls us. If we start to process such an instruction, the instruction will be deemed to have been received by us on the day which the call is made. This may be a day which is not a Business Day.
- 3.8 Where a User calls us to make a Transaction (or the first payment in a series of Transactions) on a future date, the instruction for that Transaction (or series of Transactions) will be deemed to have been received by us on the future date specified by the User.
- 3.9 We will execute an instruction to carry out a Transaction so that the amount to be transferred reaches the payee's bank no later than the end of the next Business Day after we have received the instruction to make the Transaction.
- 3.10 Unless clause 3.11 or 3.12 applies, once a User has given consent to the instruction for the Transaction as set out in clause 3.3 the User cannot then withdraw their consent to the Transaction. We will however make reasonable efforts to cancel such a Transaction if a User so requests by calling **0345 835 3858**.
- 3.11 Where a User instructs us to carry out a Transaction on a future date the User may withdraw their consent up until 5.30pm on the Business Day immediately before the date set for us to make the Transaction by calling **0345 835 3858**.
- 3.12 Subject to clause 3.13, where the User instructs us to carry out a series of Transactions the User may withdraw their consent up until 5.30pm on the Business Day immediately before the date set for the first payment of the series of Transactions and we will operate your Account on the basis that you do not consent to making the other payments within the series.
- 3.13 Where a future dated Transaction or a Transaction forming part of a series of Transactions falls on a day which is not a Business Day, the date set for the Transaction will be the next Business Day. Therefore if a User wishes to withdraw consent for any such Transaction, they may do so up until 5.30pm on the Business Day immediately before the Business Day on which the Transaction will fall to be made.
- 3.14 If a future dated Transaction fails, for example because there are insufficient funds in your Account, you will be charged an unpaid item fee. We will attempt to complete the failed future dated Transaction each day for up to 26 days but you will only be charged once for the initial failed payment during this retry period. For details of such charges please refer to our Charges Brochure which can be found at www.tsbbusiness.co.uk
- 3.15 If a User withdraws consent for an instruction to our making a Transaction, we will be entitled to charge you a fee to compensate us for the reasonable costs and expenses we incur in relation to this.
- 3.16 If you require information on any Transaction (for example, in relation to charges or execution times), please refer in the first instance to the latest "Need to Know" brochure or contact your relationship manager.
- 3.17 We may refuse to make a Transaction where there are insufficient available funds in the Account.
- 3.18 Where a User instructs us to carry out a Transaction as soon as possible and the circumstances set out in clause 3.16 arise, the operator will verbally notify the User of the refusal on the call.
- 3.19 Where a User instructs us to carry out a Transaction on a future date and the circumstances in clause 3.16 arise, we will notify you of the refusal in writing or your relationship manager will contact you directly.
- 3.20 All Transactions made using this Service will be listed on the statements for the Account.
- 3.21 Payment transactions will be shown on your Account in sterling (GBP) and will be executed in sterling (GBP) unless otherwise agreed.

4. Liability

- 4.1 General
 - 4.1.1 In addition to notifying us as set out in clause 2.2, you must notify us as soon as possible after you or a User becomes aware of any incorrectly executed Transaction or any unauthorised Transaction on your Account by telephoning **0345 835 3858** or by calling your relationship manager directly.
 - 4.1.2 Both you and the relevant User will assist us, our agents or the police in the investigation of any unauthorised use of a Security Number.
 - 4.1.3 You will be liable for all unauthorised Transactions on your Account if you or a User has acted fraudulently.
 - 4.1.4 As set out in clause 3.3 above, a User must usually provide us with the Remittance Details for your payment instructions to be properly executed. In such cases, if you or a User fails to provide the correct details we will not be liable should a Transaction not be properly executed although we will use all reasonable efforts to recover your payment. We reserve the right to charge you a fee to cover our reasonable costs for so doing.
 - 4.1.5 We will not be liable for:
 - any losses not directly associated with the incident that may cause you to claim against us whether or not such losses were reasonably foreseeable; nor
 - any loss of profits, loss of business, loss of goodwill or any form of special damages.

- 4.2 Notwithstanding anything to the contrary in this Agreement, if we are prevented, hindered, or delayed from or in performing any of our obligations under this Agreement due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under this Agreement to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.
- 4.3 Customers which are Micro-enterprises
- The provisions of this clause 4.3 shall apply if you are a Micro-enterprise.
- 4.3.1 If we fail to execute, or incorrectly execute a Transaction on your Account, we will refund the payment to your Account unless the payment was received by the payee's bank. We will also refund to you any interest and charges directly incurred by you on your Account that would not have been incurred had we executed the Transaction correctly.
- 4.3.2 You will not have to pay anything in respect of any unauthorised use of a Security Number unless we can show that you or a User have acted fraudulently or without all reasonable care in keeping the Security Number safe and in accordance with our security requirements and provided that you notify us as soon as you or the User becomes aware that a Security Number may have become known to someone other than the User.
- 4.3.3 Unless we can show that you or a User have acted fraudulently or without all reasonable care in keeping a User's Security Number safe and in accordance with our security requirements we will refund the amount of any unauthorised Transaction and any interest charged in respect of that Transaction together with any charges directly incurred on your Account which would not otherwise have been incurred.
- Warning:** If you or a User have acted fraudulently in connection with the use of a Security Number or have not taken all reasonable care in keeping a Security Number safe and in accordance with our security requirements, you will be responsible for all losses arising out of or in connection with unauthorised Transactions.
- 4.4 Customers which are not Micro-enterprises
- Clause 4.3 shall not apply if you are not a Micro-enterprise. Instead this clause 4.4 shall apply, and the Payment Services Regulations 2009 shall apply only insofar as they are provided for herein.
- 4.4.1 If we fail to execute, or incorrectly execute a Transaction on your Account, we shall be liable to you for any reasonable losses incurred by you but only if they arise directly from our breach of this Agreement or our negligence, and if in the ordinary course of events and with the knowledge we had, we might reasonably have expected such loss to result directly from such breach or negligence. Our liability pursuant to this Clause 4.4.1 shall be limited:
- to the amount of the relevant transaction pursuant to which our breach or negligence occurred; and
 - to the amount of any interest and charges directly incurred by you on the Account that would not have been incurred otherwise.
- Beyond this we shall have no further liability to you for a failure to properly execute or at all.
- 4.4.2 We will only be liable to you for unauthorised Transactions arising from the use of a User's Security Number after you have notified us of you or a User suspecting or becoming aware that someone else may know the Security Number.
- Warning:** If you or a User have acted fraudulently or without all reasonable care in keeping a Security Number safe and in accordance with our security requirements you will be liable for all losses in respect of any unauthorised Transactions.
- 5. Variation:**
- 5.1 We may:
- 5.1.1 change or withdraw any part of the Service;
- 5.1.2 change any of these terms and conditions;
- 5.1.3 introduce charges for the Service.
- 5.2 We will notify you in writing at least two months before we make any change to these terms and conditions. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date any such change comes into effect. However if you do not accept any change:
- 5.2.1 you can terminate this Service at any time before the change comes into effect; or
- 5.2.2 our notice of the change will be deemed to be notice of termination given under clause 6 and this Agreement will terminate immediately.
- 6. Termination and suspension of the Service**
- 6.1 This Agreement shall continue until terminated in accordance with clause 6.4. We will normally process any instructions received before termination.
- 6.2 We may cancel or suspend your use of the Service at any time if we reasonably suspect that there has or will be fraudulent or unauthorised use in relation to the Service or if you or a User has broken the terms and conditions of your Account.
- 6.3 If we do cancel or suspend use of the Service, we will tell you as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures.
- 6.4 This Agreement may be terminated at any time;
- 6.4.1 immediately by you;
- 6.4.2 immediately by us in the event that we close your Account;
- 6.4.3 immediately by us if you or a User has broken this Agreement repeatedly and/or seriously; or
- 6.4.4 for any other reason, by us giving you not less than two months' written notice.
- 7. Governing law**
- 7.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with either the laws of England and Wales if you are based in England and Wales or the laws of Scotland if you are based in Scotland.
- 7.2 The courts of either England and Wales or Scotland (depending on where you are based) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).
- 8. Help and information**
- 8.1 If you require a copy of this Agreement or any document referred to in it please consult our website at www.tsbbusiness.co.uk in the first instance. If you have any queries about your account or need further information please contact your relationship team.
- 8.2 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. A copy of our 'How to voice your concerns' leaflet can be obtained in branch or by contacting your relationship team. The complaint procedures are also published on our website: www.tsbbusiness.co.uk/contactus
- 8.3 You should let us know as soon as possible if your business is experiencing financial difficulties. We will always seek to help you and develop a repayment plan with you.
- 8.4 We record telephone calls for resolving any disagreements. We may monitor calls to improve our service.
- 9. Notices and communication**
- 9.1 Any notice to be given by either party in relation to your account shall be written, sent by facsimile, post or otherwise delivered to the other party. The address for any such notice for us will be the address which appears on your Account statement, until further notice. The address for any such notice for you will be your correspondence address. Either party may change address for communication by giving 7 days' notice in writing to the other party.
- 9.2 The language of this Agreement shall be English and communications and notices between us shall be in English.
- 10. Third Parties**
- 10.1 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 11. Definitions**
- 11.1 **"Account"**: your business bank accounts with us which we say may be accessed, viewed or operated through the Service.
- 11.2 **"Business"**: the business in whose name the Account is maintained by us.
- 11.3 **"Business Day"**: means 9am to 5pm Monday to Friday other than public and bank holidays in England and Wales, or Scotland (if in Scotland) or we notify you of different times for the processing of payments to and from your Account(s).
- 11.4 **"Micro-enterprise"**: means any enterprise, or group of enterprises of which it forms part, which at the time you enter into the Agreement for this Service, employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed EUR 2 million (or its equivalent).
- 11.5 **"Security Number"**: a code set up by a User to assist in identification.
- 11.6 **"Service"**: a telephone banking service enabling Users to give us the following instructions by telephone on your Account:
- 11.6.1 make a Transaction;
- 11.6.2 check the balance of the accounts;
- 11.6.3 order statements;
- 11.6.4 ask about bill payments;
- 11.6.5 ask about standing orders and direct debits;
- 11.6.6 ask about recent payments made into and out of the Account(s);
- 11.6.7 apply for Text Alerts;
- 11.6.8 ask for information about other services.
- 11.7 **"Text Alerts"**: a free service which delivers updates on your Account(s) to a User's mobile telephone as text messages.
- 11.8 **"Transaction"**: any transfer of funds between your Account(s) or (provided the User is a director or a partner of the Business or is the sole trader) any payment from the Account to the User's personal account with the Bank.
- 11.9 **"User"**: any person authorised by the Business to use the Service pursuant to clause 1.1 or 1.2.
- 11.10 **"We/us/our/Bank"**: means TSB Bank plc, registered in Scotland No. SC95237, Henry Duncan House, 120 George Street, Edinburgh EH2 4LH.
- 11.11 **"you/your/Customer"**: means the Business.

Please contact us if you'd like this in braille,
large print or on audio tape.

If you have a hearing or speech impairment you can contact us using Text Relay (previously Typetalk) or Textphone on **0345 835 3852** (lines are open 24 hours a day, seven days a week).

If you need to call us from abroad, or prefer not to use our **0345** number, you can also call us on **0203 284 1576**.

Not all Telephone Banking services are available 24 hours a day, seven days a week. Please speak to an adviser for more information.

Calls may be monitored or recorded.

www.tsbbusiness.co.uk

We accept calls via Text Relay.

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

TSB Bank plc. Registered Office: Henry Duncan House, 120 George Street, Edinburgh, EH2 4LH.
Registered in Scotland no. SC95237.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 191240.

We subscribe to The Lending Code; copies of the Code can be obtained from www.lendingstandardsboard.org.uk

TSB Bank plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service. (Please note that due to the schemes' eligibility criteria not all TSB business customers will be covered by these schemes).

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