

Payment Control Services

Terms and Conditions

Online for Business – Bulk Payments
and Payment Control Services



These terms and conditions (“Agreement”) apply to the supply of Online For Business featuring Bulk Payments Services and Payment Control Services (“Service”). Please see the section at the end for the definitions.

1. Using this Service

- 1.1 Subject to you complying with these terms and conditions, we will use all reasonable efforts to provide the Service in accordance with this Agreement.
- 1.2 The extent to which this Service can be used with your Account(s) will depend on the type of account(s) you have opened with us. When you opened your account(s) you will have been told of the types of Transactions which can be carried out on your Account(s) and as such which instructions and Transactions can be carried out using this Service. For example, for some account types it will only be possible to view account(s) and transfer funds between your Account(s) and not to any third party via this Service.
- 1.3 To access the Service your Users must have access to the internet. You shall at your own cost access the Service through your own internet service provider and you shall be responsible for ensuring that any equipment used to access the Service shall be compatible with the relevant requirements for access to and use of the Service. If you are having difficulty accessing the Service from your equipment please contact the Internet Banking Helpdesk on **0345 835 3844**.
- 1.4 To access the Service the User will be directed to use their full ID number, full password and a code generated from their Security Device and will be invited to set up a secondary password (called “memorable information”). When the User next logs on they will need to provide their full ID number, full password and either use a code generated from their Security Device or enter some of the characters from their memorable information.
- 1.5 If a User exceeds a specified number of attempts to correctly enter their login credentials, they will be suspended from the Service as well as any personal banking internet banking service they hold with us until they have successfully reset their password information.
- 1.6 You can order a replacement or additional card reader (if used as part of the Security Device equipment) by following the instructions on screen when using the Service. In some circumstances there will be a charge which will be notified to you at that time.

2. Applying for this Service

- 2.1 When you appoint a new User you confirm that:
 - 2.1.1 the User is authorised by you to use the Service at the level indicated on the application form (i.e an account signatory will be appointed as a “Full Access (Account Signatory) User” and an individual who is not an account signatory will be appointed as either a Full Access (Delegate) User or a View Only Access (Delegate) User as described in clause 2.3, 2.4 and 2.5 below);
 - 2.1.2 unless you indicate otherwise on the application or a subsequent variation form, the User is authorised to use the Service in relation to all your Accounts (whether opened now or in the future) and the bank is authorised to carry out such instructions; and
 - 2.1.3 unless you indicate otherwise on the application or a subsequent variation form, the User will subject to confirmation by the authorised signatory become a signatory to any Payment Control Service that applies on your Account(s).
- 2.2 We will carry out checks at the Credit Reference Agencies for any individual who you want to appoint as a new User. We may refuse to appoint any individual who does not satisfy these checks.
- 2.3 A User who is an account signatory and who is appointed as a “Full Access (Account Signatory) User” may carry out the following functions via the Service:
 - apply via the Service for Bulk Payments (see clause 3);
 - apply via the Service for Payment Control Service (see clause 4);
 - amend or cancel any existing Payment Control Service (subject to clause 4 “Payment Control Service”);
 - apply via the Service for any products or services made available from time to time including a savings account. (These products and services will be subject to separate terms and conditions which will be supplied to the User upon application and accepted by them on your behalf); and
 - carry out any of the functions of a Delegate Full Access User as set out in clause 2.4 below.
- 2.4 A User who is appointed as a Full Access (Delegate) User may carry out the following functions via the Service:
 - make, amend or delete Transactions (including Bulk Payments);
 - as part of a Payment Control Service, either create and/or authorise payment instructions created by either a Full Access (Account Signatory) User or another Full Access (Delegate) User or make a payment provided that the payment is within the User’s payment limit (refer to clause 4.1.1) if applicable;
 - make International Payments. (This service will be subject to separate terms and conditions which will be supplied to the User upon them setting up an International Payment via this Service and accepted by them on your behalf);
 - apply for Text Alerts service on your behalf (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);
 - order cheque and credit books;

- order statements (which are charged as set out in the Charges Brochure) and
 - carry out any of the functions of a View Only Access (Delegate).
- 2.5 A User who is appointed as a View Only Access (Delegate) may carry out the following functions via the Service:
 - check the balance on the Account(s)
 - view Transactions; and
 - make any other enquiry related function we may make available as part of this Service from time to time in relation to the Account(s).
 - 2.6 This clause applies in relation to any individuals who you had already set up as Users for this Service when we changed the Service following the communication from Lloyds TSB to you in May 2011 (“Existing Users”):
 - 2.6.1 Any Existing User who was registered with full access rights for this Service may carry out any of the functions of a “Full Access (Account Signatory) User” as set out in clause 2.3 on the Accounts on which you gave them authority to access.
 - 2.6.2 Any Existing User who was registered with view only rights may carry out any of the functions of a View Only Access (Delegate) as set out in clause 2.5 on the Account on which you gave them authority to view.
 - 2.7 You may vary any User’s level of access or the number of Account(s) which they may access via this Service by completing the variation form which we will provide to you via the Service.
 - 2.8 Your authorisation of the Users overrides any existing arrangements you have with us on your existing Account(s) so that if you have set any signing restrictions or instructions in your mandate, these restrictions will not apply to the Service subject to clause 5. 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 any Transactions a User can make using the Service unless clause 5 applies, 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.
 - 2.9 Provided that we can identify the User via their use of their Password Information and/or Security Device we will act on the User’s instructions without seeking further confirmation from you.
 - 2.10 The Service is free. The Business will however be liable for the normal costs of your Internet service and the normal charges for Transactions which are set out in the Charges Brochure. Details of the charges for Transactions are also made available to the User via the screens when using the Service.
 - 2.11 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.
 - 2.12 Details of how to use the Service are set out on the screens.
- ## 3. Bulk Payments
- 3.1 Any Full Access (Account Signatory) User may apply to make Bulk Payments on your behalf using this Service. If such an application is agreed by us, this Agreement will apply to any Bulk Payments instructed via the Service.
 - 3.2 An application for Bulk Payments will be subject to our agreement, including the maximum amount which may be paid away as a Bulk Payment from your Account(s) over any period of two consecutive Business Days (“Bulk Payment Limit”).
 - 3.3 If we agree to your application for Bulk Payments we will write to you and confirm the Bulk Payment Limit.
 - 3.4 Once we have approved the application for Bulk Payments any Full Access (Account Signatory) User or Full Access (Delegate) User will be able to make a Bulk Payment using this Service subject to the Bulk Payment Limit.
 - 3.5 Any Full Access (Account Signatory) User may request an increase of the Bulk Payment Limit by following the directions on screen for the Service. Any request for an increase in the Bulk Payment Limit will be subject to our agreement.
- ## 4. Payment Control Service
- 4.1 Any Full Access (Account Signatory) User may request from within the Service that one of the following payment control methods applies to your Account(s):
 - 4.1.1 individual Users can make payments up to a limit specified by you for that User (“Individual Payment Limit”);
 - 4.1.2 every payment requires two Users (subject to clause 4.2) to participate in the control process (one User creates and approves a payment instruction and the second User authorises that instruction); or
 - 4.1.3 every payment requires three Users (subject to clause 4.2) to participate in the control process (one User creates and authorises a payment instruction and two other Users must also authorise that same payment instruction).
 - 4.2 Any Full Access (Account Signatory) User may request from within the Service that an individual User can only create payment instructions (“Creator”).
 - 4.2.1 The Creator can also be an authoriser for the purpose of clause 4.1.2 or 4.1.3.
 - 4.2.2 Where the Creator is not an authoriser for the purpose of clause 4.1.2 or 4.1.3 the Creator is an additional User who will be a participant in the payment control method. For the avoidance of doubt where clause 4.1.2 applies you will have one User who creates the payment instruction and two Users who must both authorise that instruction before we will act on it. Where clause 4.1.3 applies you will have one User who creates the payment instruction and three Users to authorise that instruction before we will act on it.
 - 4.2.3 the Creator role is not available where clause 4.1.1 applies.
 - 4.3 Only a Full Access (Account Signatory) User can vary the Payment Control Service (i.e. from three to two or two to three or increase or decrease Individual Payment Limits) which applies to your Account(s).

- 4.3.1 Where 4.1.1 applies, the Full Access User can vary another Users payment limit using the Service. Any change will be effective when the User logs off and logs back onto the Service.
- 4.3.2 Where either 4.1.2 or 4.1.3 applies, a request to vary can be made by submitting a variation request using the Service. Once a variation has been requested the Bank will require written confirmation from the customer. A letter will be sent to the customer in such an event to collect the wet signature.
- 4.4 The Payment Control Service you select applies to any payment to a third party or Inter Business Transfer but it does not apply to Inter Account Transfers you could make from the Service.
- 4.5 Any Full Access (Account Signatory) User can request from within the Service that the payment control method that applies to the Account(s) ceases ("Deregistration"), such request being effective subject to the following:
 - 4.5.1 where clause 4.1.1 applies the Deregistration will be effective the next time you log on;
 - 4.5.2 where either clause 4.1.2 or 4.1.3 applies the request to Deregister will require written confirmation from the account signatory. Upon receipt of the request submitted through the Service we will send a letter to the account signatory to collect the wet signature and only upon its return to us will the request to Deregistration become effective.
- 4.6 Upon Deregistration becoming effective the Service will revert to any one of your registered Users being able to make a payment subject only to the Maximum Daily Limit for payments from your Account(s).

5. Your obligations

- 5.1 You must not allow anyone other than the Users to operate the Service on your behalf.
- 5.2 You will ensure that:
 - 5.2.1 the Users do not record their Password Information in any form recognisable by others or disclose it to anyone else, including other Users, members of your staff, members of their families, Bank staff or anyone on our helpdesk;
 - 5.2.2 the Users change their Password Information no less frequently than recommended by the Bank from time to time or at any time it is suspected that a breach of security has taken place; and
 - 5.2.3 any computer or other device through which you or Users access the Service is free from any computer virus, and is protected by virus protection software that complies with and is maintained in accordance with good practice.
- 5.3 You can cancel a User's authority to use the Service by completing the variation form (provided via the Service) or by calling the Internet Banking Helpdesk on **0345 835 3844**.
- 5.4 Where we have issued a User with a Security Device you must ensure that Users take all reasonable steps to ensure the Security Device itself is kept secure, safe and undamaged, and that the information provided to you or a User by the Security Device for you or a User to use the Service is kept secure and safe: each User should make sure that it is not possible for anyone else to access or use the Security Device or the information produced by the Security Device which enables access to the Service.
- 5.5 You will ensure that:
 - 5.5.1 if you or a User suspects that someone else knows their Password Information;
 - 5.5.2 if you or a User thinks someone else has had access to or has used the Security Device, or it has become compromised in some other way;
 - 5.5.3 if you or a User loses the Security Device; or
 - 5.5.4 if the Security Device is stolen;
 you or the User will notify us immediately by calling Internet Banking Helpdesk on **0345 835 3844** or your relationship manager.
- 5.6 We will never telephone or email you and ask you for your User ID, Password or the details from your Security Device. If you receive any such request you must not provide any of the details requested and you must notify us immediately by calling Internet Banking Helpdesk on **0345 835 3844**.
- 5.7 If a User forgets their Password Information the User can request new Password Information by using the link on the log on page for this Service.
- 5.8 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.
- 5.9 You acknowledge that the use of the Service in certain countries is subject to specific local legislation and regulations and you will ensure if the Service is accessed from outside the United Kingdom that the User complies with the laws and regulations of that country.
- 5.10 If you set up a Payment Control Service and a payment is awaiting authorisation from another User then it is your responsibility to set up internal arrangements within your business to ensure that you are made aware of such pending payments. Subject to clause **5.10.1** this Service will not warn you of any pending payments. The Bank will not be liable in the event that a pending payment is delayed as a result of it not having been authorised by a User in accordance with any Payment Control Service arrangement you have set up.
 - 5.10.1 Each time a User logs onto the Service a banner will appear at the top of the screen if payments require approval. It is the Users responsibility to click on the link which will display all payments requiring approval from that User.
- 5.11 Where you set up individual User payment limits it is your responsibility to ensure that those limits are sufficient for the normal daily conduct of your business.

6. Recipients

- 6.1 Before making a payment to a third party account for the first time the User must select the person/business to whom the payment is to be made ("Recipient") by selecting the appropriate Recipient from the drop-down list provided by us. If we do not list the Recipient already then the User will have to set up a new Recipient by inserting the following details (in each case "Remittance Details"):
 - 6.1.1 For sterling payments to a sterling account in the UK (other than a Bulk Payment): the payees account number and Faster Payments Service enabled sort code.
 - 6.1.2 For International Payments: the name, address, country, BIC, SWIFT code and clearing code/routing code of the Recipient's Bank and the IBAN number, name, name of account, address of the Recipient.
 - 6.1.3 For Bulk Payments: the Recipient's account number and sort code.

7. Making Payments

- 7.1 Details of how to make a payment are set out on the screens within the Service.
- 7.2 When you or one of your Users clicks on the "Confirm" button within the payment screen you consent to us executing the payment transaction or a series of payment transactions of which that payment forms part.
- 7.3 Where clause 4.1.2 or 4.1.3 applies any payment instruction that is not authorised by the last authoriser within 30 days of its creation will automatically expire and will not be actioned by us.
- 7.4 We may set limits on the value of Transactions that may be made using the Service in addition to an Individual Payment Limit where clause 4.1.1 applies. If we do, we will make the applicable limits available to you when you make the Transaction. Clicking on the "Confirm" button will also be your agreement to the limit that applies to that payment. We will also make Transaction limits available to you if requested.
- 7.5 We may not be able to carry out a Transaction if the bank or building society you are sending the payment to is not a member of the Faster Payments Service or a participant in the Faster Payments Service. If we cannot make a payment using the Faster Payment Service we will notify you or make this information available to you as described in clause 9.17 and you can contact us to ask if there is any other method available to make the payment. Until we have received an instruction from you that we can properly execute by an alternative method we will not make the payment. This clause does not apply to Bulk Payments.

8. Inter Account Transfer

- 8.1 To make a transfer between your Account(s), the User can select the appropriate Account(s) from which the Transaction is to be made to and from, from the drop down menu on the screen and then click on the "Quick Transfer" button to proceed with the Transaction.
- 8.2 Once the User has clicked on "Quick Transfer" or "Confirm" the User will be deemed to have given consent to the Transaction (or series of Transactions) on your behalf.
- 8.3 Any Payment Control Service that applies to your Account(s) does not apply for Inter Account Transfers.

9. Service Standards

- 9.1 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 hours and days which the Service operates.
- 9.2 Where a User uses the Service between 4am 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 that Business Day (subject to any other cut-off times we may tell you about for certain types of payment as set out in the Payment Transaction brochure). This clause does not apply to Bulk Payments or International Payments.
- 9.3 Where a User uses the Service between 4am and 3pm on a Business Day to instruct us to carry out an International Payment as soon as possible the instruction will be deemed to have been received by us on that Business Day (subject to any other cut-off times we may tell you about for certain types of payment as set out in the Payment Transaction brochure).
- 9.4 Subject to clause 9.10, where a User uses the Service outside the hours set out in clause 9.2 and 9.3 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. This clause does not apply to Bulk Payments.
- 9.5 We may start to process an instruction made pursuant to clause 9.3 on the same day that the User uses the Service to make the instruction. If we start to process such an instruction, the instruction will be deemed to have been received by us on the day which the User used the Service to make the instruction.
- 9.6 Where a User uses the Service to instruct us to carry out a Transaction (or the first payment in a series of Transactions) on a future date ("Future Dated Payment"), 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. This clause does not apply to Bulk Payments or International Payments.
- 9.7 You cannot use the Service to tell us that the time when a Transaction is to be carried out is particularly important. If you need to be sure an instruction has reached us or when it will be carried out, you can contact the Internet Bank Helpdesk. Details on execution times for Transactions are made available to the User via the screens when using the Service and are also set out in the latest Payment Transaction brochure.

9.8 We will execute an instruction to carry out a Transaction out of your account in sterling, euro or other EEA currencies in accordance with our processing cycles so that the amount to be transferred reaches the payee's bank in all events no later than:

9.8.1 for payments in sterling: where the payee's bank is within the UK, the next Business Day after the Business Day on which we received your instruction; or, where the payee's bank is elsewhere in the EEA, the fourth Business Day after the Business Day on which we received the instruction;

9.8.2 for payments in euro: where the payee's bank is within the EEA (including the UK), the next Business Day after the Business day on which we received your instruction;

9.8.3 for payments in any other EEA currencies: where the payee's bank is within the EEA (including the UK), the fourth Business Day after the Business Day on which we received the instruction.

For payments outside the EEA and/or in non-EEA currencies different timescales will apply.

9.9 Unless this clause 9.9 or clause 9.10 apply, once a User has consented to the instruction for the Transaction (or series of Transactions) as set out in clause 8 and clause 9 the User cannot usually withdraw their consent to the Transaction. However, in some cases an instruction for a Transaction will be listed for several hours via the Service as a payment which has yet to be executed. If a Transaction still appears as not having yet been executed then a User may be able to withdraw consent to such a Transaction by "deleting" the Transaction via the Service. Alternatively we will make reasonable efforts to cancel a Transaction if a User so requests by calling your relationship manager or Internet Banking Helpdesk on **0345 835 3844**. This clause does not apply to Bulk Payments.

9.10 Where a User instructs us to carry out a Transaction that is a Future Dated Payment the User may withdraw their consent up until 5.30pm on the Business Day immediately before the date set for the Transaction via the Service. This clause does not apply to Bulk Payments or International Payments.

9.11 Subject to clause 9.12, 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. This clause does not apply to Bulk Payments or International Payments.

9.12 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. This clause does not apply to Bulk Payments or International Payments.

9.13 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.

9.14 We may refuse to make a Transaction where:

9.14.1 there are insufficient available funds in the Account;

9.14.2 where it is reasonable to do so, for example if you are in breach of this Agreement, or we (or the systems we use) reasonably suspect that the Transaction is fraudulent; or

9.14.3 we are unable to make a Transaction in accordance with the terms of this Agreement; or

9.14.4 the Transaction would exceed any limits we may set in accordance with clause 7.4.

If we have refused the Transaction, or are unable to act upon your instructions, we will, subject to legal and regulatory requirements, where it is reasonable or we are required to do so, notify you, or make available to you, the reason why the Transaction was refused as soon as possible and in any event within the designated maximum execution times for Transactions of that type as set out in our Payment Transaction brochure.

If this has been due to your giving incorrect information you can contact us and we will tell you how to put this right. We will notify you or make this information available to you in the manner that we reasonably believe is most appropriate, having regard to the way in which you have sought to instruct us and the terms of our relationship with you.

9.15 If a Future Dated Payment fails, for example because there are insufficient funds in your Account, you will be charged an unpaid item fee. The Service will attempt to complete the failed Future Dated Payment 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 Your Account Charges Explained brochure which can be found at www.tsbbusiness.co.uk.

9.16 All Transactions made using this Service will be listed on the statements for the Account(s).

9.17 Payment transactions will be shown on your Account in sterling (GBP) and will be executed in sterling (GBP) unless otherwise agreed.

9.18 Bulk Payments only

9.18.1 Where a Full Access (Account Signatory) User or Full Access (Delegate) User uses the Service to instruct us to carry out a Bulk Payment, that User must choose a date (from those displayed on screen via the Service) by which the payments within the Bulk Payment must reach the various payees' banks (the "Bulk Payment Date").

9.18.2 The Bulk Payment instruction will be deemed to have been received by us on the Business Day before the Bulk Payment Date (the "**Bulk Payment Instruction Date**") and we will execute the instruction to carry out the Bulk Payment so that the amounts within the Bulk Payments reach the various payees' bank on the Bulk Payment Date (which shall be no later than end of the next Business Day after the Bulk Payment Instruction Date).

9.18.3 A User may withdraw their consent for a Bulk Payment up until 5.30pm on the Business Day immediately before the Bulk Payment Instruction Date. However, in some cases an instruction for a Bulk Payment will be listed for several hours via the Service as a payment which has yet to be executed. If a Bulk Payment still appears as not having yet been executed then a User may be able to withdraw consent to such a Bulk Payment by "deleting" the Bulk Payment via the Service. Alternatively we will make reasonable efforts to cancel a Bulk Payment if a User so requests by calling your relationship manager or Internet Banking Helpdesk on **0345 835 3844**.

10. Liability

10.1 General

10.1.1 In addition to notifying us as set out in clause 5.5, 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 the Internet Banking Helpdesk on **0345 835 3844** or by calling your relationship manager directly.

10.1.2 Both you and the relevant User will assist us, our agents or the police in the investigation of any unauthorised use this Service.

10.1.3 You will be liable for all unauthorised Transactions on your Account if you or a User has acted fraudulently.

10.1.4 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 or profits, loss of business, loss of goodwill or any form of special damages; nor
- any losses associated directly or indirectly with our failing to make a payment because you have not provided us with the required or correct details. We will, however, use all reasonable efforts to recover your payment and reserve the right to charge you a fee to cover our reasonable costs for so doing.

10.1.5 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.

10.2 Customers which are Micro-enterprises

The provisions of this clause 10.2 shall apply if you are a Micro-enterprise.

10.2.1 If we fail to execute (other than in situations where you have not provided us with all of the required information), 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.

10.2.2 You will not have to pay anything in respect of:

- unauthorised use of a User's Password Information; or
- unauthorised use of a User's Security Device;

unless we can show that you or a User have acted fraudulently or without all reasonable care:

- in keeping a User's Password Information and/or Security Device safe and in accordance with our security requirements; and/or
- in complying with the anti-virus obligation as set out in clause 5.2.3;

and provided that you notify us as soon as you or the User becomes aware that:

- a User's Password Information may have become known to someone other than the User; or
- a Security Device may have been accessed or used by someone other than the User; or
- a Security Device has been lost or stolen.

10.2.3 Unless we can show that you or a User have acted fraudulently or without all reasonable care in:

- keeping a User's Password Information and/or Security Device safe and in accordance with our security requirements; and/or
- complying with the anti-virus obligation as set out in clause 5.2.3,

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 Password Information and/or the Security Device;
- have not taken all reasonable care in keeping Password Information and/or the Security Device safe and in accordance with our security requirements; or
- have acted fraudulently or not taken all reasonable care in complying with the anti-virus obligation as set out in clause 5.2.3;

you will be responsible for all losses arising out of or in connection with unauthorised Transactions.

10.3 Customers which are not Micro-enterprises

Clause 10.2 shall not apply if you are not a Micro-enterprise. Instead this clause 10.3 shall apply, and the Payment Services Regulations 2009 shall apply only insofar as they are provided for herein.

10.3.1 If we fail to execute (other than in situations where you have not provided us with all of the required information), 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 10.3.1 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 properly to execute or a failure to execute at all for any reason.

10.3.2 We will only be liable to you for unauthorised Transactions arising from the use of a User's Password Information and/or Security Device after you have notified us that:

- a User's Password Information may have become known to someone other than the User;
- a Security Device may have been accessed or used by someone other than the User; or
- a Security Device has been lost or stolen.

Warning: If you or a User:

- have acted fraudulently in connection with the use of Password Information and/or the Security Device;
- have acted without all reasonable care in keeping Password Information and/or the Security Device safe and in accordance with our security requirements; or
- have acted fraudulently or acted without all reasonable care in complying with the anti-virus obligation as set out in clause 5.2.3;

you will be liable for all losses in respect of any unauthorised Transactions.

11. Payment Limits

- 11.1 Payments from this Service are subject to a Daily Payment Limit ("A") and an International Payment Limit ("B"). Where clause 3 applies the Bulk Payment Limit ("C") will also apply to the Service.
- 11.2 The total amount paid out from your Account for all Transactions in any given day cannot exceed A+B or A+B+C if clause 3 applies.
- 11.3 Where clause 3 applies then the Bulk Payment Limit we set will not exceed A and the total of all bulk payments made in any given day cannot exceed A+C.
- 11.4 Where clause 4.1.1 applies the total of all individual payments made by all your Users in any given day can equal but not exceed A+B.
- 11.5 We may vary either A or B from time to time without notice if we deem the security of the Service has been compromised, for more information about the specific amounts that apply to A and B either:
- (a) contact your relationship manager;
 - (b) call Internet Banking Helpdesk on **0345 835 3844** or
 - (c) refer to the Help and Guidance pages within the Service.

12. Variation:

- 12.1 We may:
- 12.1.1 change or withdraw any part of the Service;
 - 12.1.2 change your obligations in relation to security measures, including changing the Security Device and/or Password Information;
 - 12.1.3 change any of these terms and conditions; and/or
 - 12.1.4 introduce charges for the Service.
- 12.2 Subject to clause 12.3 we will notify you in writing at least 2 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:
- 12.2.1 you can terminate this Service at any time before the change comes into effect; or
 - 12.2.2 our notice of the change will be deemed to be notice of termination given under clause 7 and this Agreement will terminate.

12.3 We may change these terms and conditions at any time to reflect changes in law, regulation or codes of practice which apply to us or the way we are regulated. We will always endeavour to give you at least two months' notice of such changes in accordance with clause 12.2 wherever possible. Where this is not possible we will give you as much prior notice as reasonably practicable.

13. Termination and suspension of the Service

- 13.1 This Agreement shall continue until terminated in accordance with clause 13.4. We will normally process any instructions received from any User before termination.
- 13.2 We may cancel or suspend your use of the Service at any time if:
- 13.2.1 we reasonably suspect that there has or could be a fraudulent or unauthorised use in relation to the Service;
 - 13.2.2 you or a User has broken the terms and conditions of your Account;
 - 13.2.3 the Security Device includes a card which was issued to the User on an account which has been closed. In these circumstances the User's use of the Service will be suspended for as long as it takes us to supply the User with an alternative card.
- 13.3 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. Alternatively you can contact your relationship manager if the Service is suspended.
- 13.4 This Agreement may be terminated at any time;
- 13.4.1 immediately by you;
 - 13.4.2 immediately by us;
 - in the event that we close your Account;
 - if you or a User has broken this Agreement repeatedly and/or seriously; or
 - 13.4.3 for any other reason, by us giving you not less than two months' written notice.
- 13.5 If you terminate this Agreement it will be in respect of all your Account(s), not just some of them.

14. Governing law

- 14.1 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 your account is held in England and Wales or the laws of Scotland if your account is held in Scotland.
- 14.2 The courts of either England and Wales or Scotland (depending on where your account is held) 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).

15. Complaints

- 15.1 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. If something has gone wrong please bring this to the attention of any member of staff. The complaint procedures are also published on our website: www.tsbbusiness.co.uk
- 15.2 We record telephone calls for resolving any disagreements. We may monitor calls to improve our service.

16. Notices and communication

- 16.1 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.
- 16.2 The language of this Agreement shall be English and communications and notices between us shall be in English.

17. Privacy

- 17.1 Your use of the Service and TSB website is also subject to our Privacy Policy and our Website terms and conditions, which are available at www.tsbbusiness.co.uk

18. Third Parties

- 18.1 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.

19. Help and information

- 19.1 If you have any queries about this Service please call the Internet Banking Helpdesk on **0345 835 3844**. If you require a copy of this Agreement or any document referred in it these can be found on our website at www.tsbbusiness.co.uk

20. Definitions

- 20.1 "Account": any of your business bank accounts with us which we say may be accessed, viewed or operated through the Service.
- 20.2 "Business Day": means 9 am to 5 pm 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).
- 20.3 "Bulk Payment": subject to an application being approved under clause 3 a payment by way of a batch of simultaneous payments which will be shown on your Account(s) as one debit;
- 20.4 "Charges Brochure" means any brochure or leaflet of ours that sets out the charges, including where appropriate, international as well as UK charges that apply to your account.

- 20.5 "Faster Payments Service" means the payments service which allows faster electronic payments to be made between accounts in the UK with sort codes capable of receiving faster payments held with banks and building societies which are **either** members of the service **or participants in the service**;
- 20.6 "Future Dated Payment" means an instruction by you to us using the Service, to make a Payment to a Third Party on a specific date in the future.
- 20.7 Individual Payment Limit: means the maximum amount an individual user can pay out from your Account(s) in a single instance as part of any Transaction.
- 20.8 Daily Payment Limit: means the maximum amount that can be paid out from your Account in a day by all Users by accumulating all individual payments for all Transactions undertaken on that day.
- 20.9 "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).
- 20.10 "Password Information": any secret words or codes or PIN numbers and/or any memorable information used to identify a User when they use the Service.
- 20.11 "Payment Control Service": means a facility within the Service which enables an individual User to make a payment up to a specified limit or requires a payment instruction to be created by one User, then authorised by another User of the Account before that payment instruction can be submitted for execution by the Bank.
- 20.12 "Service": an online system that enables Users to obtain information from us about your Account(s) and (depending on the type of your Account) to give us electronic instructions to make Transactions (including Bulk Payments) from such accounts. Electronic instructions can be given by computer, digital television, WAP phone or any electronic device linked to our system and by any other means that we may make available for this purpose.
- 20.13 "Security Device": means the equipment which you/the Users will be directed to use so that we can identify you/the Users before permitting access to and use of the Service for any of the Business's or third party accounts which you/the users are authorised to access.
- 20.14 "Transaction": means:
- any transfer of funds between your Account(s) (for example between your current and savings account(s) ("Inter Account Transfer");
 - any transfer of funds between your connected business accounts held with us ("Inter Business Transfer");
 - any payment from the Account to a third party (for example a bill payment or a payment to a User's personal account) ("Payment to a Third Party");
 - any payment (in any currency) from the Account to a third party whose account is held outside the United Kingdom ("International Payment");
 - a Bulk Payment.
- 20.15 "User": means the individuals named on any application form for this Service which you have completed.
- 20.16 "User Guide": means the guidelines we provide about the Service, including:
- in printed form;
 - spoken through any helpdesk;
 - the online help service available as part of the Service;
 - any message sent through the Service; and
 - any updates of the above.
- 20.17 "Text Alerts": a service which delivers updates on your Account(s) to a User's mobile telephone as text messages.
- 20.18 "you/your/Business": means the business in whose name the Account is maintained by us.
- 20.19 "we/us/our/Bank": means TSB Bank plc providing the Account you access using this Service.

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 3840** (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 1577**. 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

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

TSB Bank plc is 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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