



Ways to Bank

Terms and Conditions

Your Ways to Bank Terms and Conditions.

These terms and conditions (the “**Agreement**”) apply to the supply of Business Internet Banking (“**Internet Banking**”), Telephone Banking for Business (“**Telephone Banking**”) and the Business Banking Mobile App (the “**App**”). Together Internet Banking, Telephone Banking and the App are the “**Services**”.

We provide a User Guide which forms part of this Agreement and sets out further information to help you use the Services. We recommend that you read this. The use of [UG](#) throughout the Agreement indicates that the User Guide provides helpful guidance on this point.

For help with **Internet Banking**, the **App**, and **Telephone Banking** please call **0345 835 3858** (7am-8pm Monday to Friday, 9am-2pm Saturday).

Help can also be found on our website:

tsb.co.uk/help-and-support

1. Using the Services

- 1.1 Subject to you complying with this Agreement, we will use all reasonable efforts to provide the Services in accordance with this Agreement.
- 1.2 The extent to which the Services can be used with your Account(s) will depend on the type of account(s) you have opened with us. Not all features and/or functionality of the Services will be available or accessible to all customers. [UG](#)
- 1.3 This is in addition to the terms and conditions for the Account(s) and services you are accessing through the Services and those still apply. They tell you things like how you can make payments, and what happens if anything goes wrong. This Agreement does not change the terms and conditions for your Account(s) but if there are any inconsistencies, this Agreement will apply.

Accessing Internet Banking and the App

- 1.4 Users must have access to the internet and you will access Internet Banking and the App through your own internet service provider at

your own cost. You are responsible for ensuring that any equipment used is compatible with the requirements for accessing and using Internet Banking and the App. [UG](#)

Accessing Internet Banking via an Authorised Online Third Party Provider (“TPP”) [UG](#)

- 1.5 If you want to allow a TPP to have access to your account:
 - 1.5.1 You must give them explicit consent to access Internet Banking; and
 - 1.5.2 You may only share your User ID number, Security Details and characters from your memorable information with them. Entering this information on your behalf and asking us to make a payment from your account means you've agreed to make the payment. These types of transactions will be treated as if they were made by you.
- 1.6 To stop a TPP accessing Internet Banking, you need to change your Security Details and memorable information.
- 1.7 For the purposes of this Agreement, Transactions made by a TPP will be treated as transactions made by you.

2. Applying for the Services Internet Banking and the App

- 2.1 When you appoint a new User (or a TPP accessing Internet Banking on their behalf) you confirm that:
 - 2.1.1 the User is authorised by you at the level indicated on your registration form;
 - 2.1.2 unless you indicate otherwise on your registration or a subsequent variation form:
 - 2.1.2.1 a User is authorised in relation to all your Accounts (whether opened now or in the future) and the Bank is authorised to carry out such instructions of the User; and
 - 2.1.2.2 a User will, subject to confirmation by the authorised signatory, become a signatory to any online payment control that applies on your Account(s).

The App

- 2.2 Some Transactions (for instance, International Payments) are not available via the App (see condition 5 for further details).
- 2.3 The content of the App software (including any updates made by the

Bank) belongs to the Bank and is protected by copyright, trademarks, database and other intellectual property rights. By downloading the App, the Bank grants you and any Users permission to use it for the purposes above, subject to your acceptance of the following non-exclusive licence conditions:

- 2.3.1 you and the Users will only use the App to access your Accounts;
 - 2.3.2 neither you nor the Users will give any rights in the App to any other person;
 - 2.3.3 neither you nor the Users will copy, modify or try to obtain any or all of the software which makes the App work;
 - 2.3.4 neither you nor the Users will try to gain unauthorised access to any part of, or interfere with anyone else's access to, Internet Banking and/or the App; and
 - 2.3.5 the Users will only use the App on a compatible device belonging to you or with your authority (please see [tsb.co.uk/online-support](https://www.tsb.co.uk/online-support) for details on compatibility).
- 2.4 The Bank will automatically cancel the non-exclusive licence for the App for the device you have registered to use the App if:
- 2.4.1 you cancel your Internet Banking registration; or
 - 2.4.2 any of the Users uninstall the App from the device registered for the App.

Telephone Banking

- 2.5 By completing an application form, you confirm that the Users are authorised by you at the levels indicated on your application form and to instruct us on all your Accounts (whether opened now or in the future) and that the Bank is authorised to carry out such instructions.
- 2.6 You agree that any User may apply for the Text Alerts service on your behalf.
- 2.7 We cannot change or alter direct debits unless the originator agrees. You should contact them direct. We can, however, cancel your direct debits on your instruction.

3. Online Payment Control (“OPC”) - Internet Banking and the App ^{UG}

- 3.1 Any Account Signatory Full Access User may request that one of the following payment control methods applies to your Account(s):
- 3.1.1 individual Users can make payments up to a limit specified by you for that User (“**Individual Payment Limit**”); or
 - 3.1.2 every payment requires two or three Users (subject to condition 3.2) to participate in the control process to authorise a Transaction. ^{UG}
- 3.2 Any Account Signatory Full Access User may request that an individual User can:
- 3.2.1 only create payment instructions (“**Creator**”); and/or
 - 3.2.2 also be an authoriser for the purposes of condition 3.1.2.

4. Your Obligations – All Services

- 4.1 You must not allow anyone other than the Users (or a TPP appointed in accordance with condition 1.5) to operate the Services on your behalf.
- 4.2 You will ensure that:
- 4.2.1 subject to condition 1.5, the Users do not record their Security Details 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;
 - 4.2.2 the Users change their Security Details as frequently as recommended by the Bank from time to time or at any time it is suspected that a breach of security has occurred;
 - 4.2.3 any computer or other device through which you or the Users access the Services is free from any computer virus, and is protected by virus protection software that complies with and is maintained in accordance with good practice; and
 - 4.2.4 the Users do not allow anyone else to set up their own Security Details on their device for use with the App.
- 4.3 You will ensure that you, or a relevant User, notifies us immediately by calling us:
- 4.3.1 if you or a User suspect that someone else (other than a TPP in terms of condition 1.5) knows their Security Details;
 - 4.3.2 if you or a User forget their Security Details ^{UG}; or
 - 4.3.3 if you or a User think someone else has had access to or has used the App, or it has become compromised in some other way.
- 4.4 **We will never telephone or email you and ask you for your User ID, Security Details or memorable information used for the App. If you receive any such request you must not provide any of the details requested and you must notify us immediately by calling us.**
- 4.5 If you cancel a User's authority, unless you instruct otherwise, we will process all outstanding instructions authorised by that User before you notified us of the cancellation.
- 4.6 You acknowledge that the use of the Services in certain countries is subject to specific local legislation and regulations and you will ensure if the Services are accessed from outside the United Kingdom that the User complies with the laws and regulations of that country.

Internet Banking and the App

- 4.7 If you set up OPC and a payment is awaiting authorisation from another User, then it is your responsibility to set up arrangements within your business to ensure that the Users are made aware of such pending payments. Subject to condition 4.8, neither Internet Banking nor the App will 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 OPC arrangement you have set up.

- 4.8 Each time a User logs onto Internet Banking, a notification will appear if payments require approval. It is the User's responsibility to click on the link which will display all payments requiring approval from that User.
- 4.9 Where you set up an Individual Payment Limit, it is your responsibility to ensure that those limits are sufficient for the normal conduct of your business.
- 4.10 You can cancel a User's authority by completing the variation form (provided via Internet Banking only) or by calling us.

Telephone Banking

- 4.11 You can cancel any User's authority by calling us. Although we will immediately put a stop on that User's Security Details, you will also need to confirm this cancellation in writing by completing the form we will supply to you. There must always be at least one authorised Full Service User.
- 4.12 At your request we will tell you of any future Transactions set up on your Account to enable you to consider whether or not to cancel any such future outstanding Transaction.

5. Payments

5.1 Instructions

	Telephone Banking	Internet Banking	App
Parties who can instruct Transactions (or a series of Transactions)	Full Service Users	Account Signatory Full Access Users and Delegate Full Access Users	Account Signatory Full Access Users and Delegate Full Access Users
Type of Transactions available	<ul style="list-style-type: none"> • Inter Account Transfer • Inter Business Transfer • Payment to a Third Party • International Payment (not available in the App) • Future Dated Payment 		
Details required for Sterling payments to UK Sterling accounts	<p>If payments have previously been made to an existing payee, the User either tells us, or (from a drop-down list we provide) selects the correct payee.</p> <p>New payees UG</p> <p>You will be notified on log in to the App when it is possible to set up a new payee via the App.</p>		
Details required for International Payments	<p>If you have previously set up a payee and payments have been made to it before, the User either tells us, or (from a drop-down list we provide) selects the correct payee.</p> <p>International payments cannot be made via the App.</p> <p>New payees UG</p>		
Confirmation Required	<p>The details above are read back to the User for them to verbally confirm the details are correct and the Transaction is to proceed or the User clicks the "Confirm" button – this is deemed consent on your behalf.</p>		
Reasons for refusal of Transaction	<p>Please refer to the terms and conditions of your Account(s) for reasons why we may refuse to act on your (or other User's) instruction. In addition, we may do so if there are insufficient funds in the relevant Account.</p> <p>The Transaction would exceed any limits we may set in accordance with "Limits on Payments" in condition 5.5 below (not available in Telephone Banking).</p>		

5.2 Cut Off times

See your Payment Transaction brochure which you were provided with at Account opening (also available at tsb.co.uk/business/issb/legal).

Please note that international payments cannot be made via the App.

5.3 Processing

	Telephone Banking	Internet Banking	App
Processing cycles	See the terms and conditions to your Account(s).		

5.4 Authorising payments and withdrawing consent

	Telephone Banking	Internet Banking	App
Authorising payments	<p>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 or instructions will not apply to the Services (subject to condition 3 in relation to Internet Banking and the App).</p> <p>Subject to condition 3, the ability of an Account Signatory Full Access User to apply for services also overrides any existing arrangements you have with us on your Account(s). UG</p>		
Withdrawal of consent	<p>Consent cannot usually be withdrawn for Transactions once given. However, we may make reasonable efforts to cancel a Transaction if requested by a User calling us.</p> <p>Where the User instructs us to carry out a series of Transactions (other than International Payments via Internet Banking (which will be displayed for several hours and a User may be able to withdraw consent by 'deleting' a payment before it is executed)), the User may withdraw their consent up until 5.30pm on the Business Day before the date set for the first payment. Once consent has been withdrawn, we will operate your Account on the basis that you do not consent to making the other payments within the series.</p>		
Withdrawal of consent – Future Dated Payments	<p>The User may withdraw consent up until 5.30pm on the Business Day before the date set to make the Transaction (other than International Payments made via Internet Banking (which will be displayed for several hours and a User may be able to withdraw consent by 'deleting' a payment before it is executed)) by calling us.</p> <p>Where a Future Dated Payment or 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. If a User wishes to withdraw consent for any such Transaction (other than International Payments made via Internet Banking (which will be displayed for several hours and a User may be able to withdraw consent by 'deleting' a payment before it is executed)), they may do so up until 5.30pm on the Business Day before the Business Day on which the Transaction will fall to be made.</p>		

5.5 Limits on payments and types of Transaction available

	Telephone Banking	Internet Banking	App
Limits on payments	<p>For Telephone Banking, call us for further information on the financial limits applicable.</p> <p>We may set limits on the value of Transactions that may be made in addition to an Individual Payment Limit where condition 3.1.1 applies. If we do, we will tell you about the applicable limits 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.</p>		
Amending access and payment limits/control	<p>In Telephone Banking, you can change the level of a User's authority by completing the relevant application form which we will supply to you on your request.</p> <p>In Internet Banking, only an Account Signatory Full Access User can vary the OPC which applies to your Account(s). UG</p>		

Internet Banking and the App

- 5.6 You cannot use Internet Banking or the App 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 should call us. Details on execution times for Transactions are made available to the User via the screens when using Internet Banking or the App and are also set out in the latest Payment Transaction brochure.

All Services

- 5.7 All Transactions made using the Services will be listed on the statements for each relevant Account.
- 5.8 Payment transactions will be executed in Sterling (GBP) and shown on your Account in Sterling (GBP) unless otherwise agreed.

6. Payment Limits

- 6.1 Payments made through the Services are subject to a Daily Payment Limit ("A") and an International Payment Limit ("B").
- 6.2 The total amount paid out from your Account for all Transactions in any given day cannot exceed A+B.
- 6.3 Where condition 3.1.1 applies, the total of all individual payments made by all your Users in any given day can equal but not exceed A+B.
- 6.4 We may vary either A or B from time to time without notice if we reasonably believe the security of the Services has been compromised. [UG](#)

7. Variation

- 7.1 We may
- 7.1.1 change or withdraw any part of the Services;
 - 7.1.2 change your obligations in relation to security measures, including changing how the App works and/or Security Details;
 - 7.1.3 change any of these terms and conditions; and/or
 - 7.1.4 introduce charges for the Services.

The User Guide gives detail on how we will notify you about these types of changes.

- 7.2 We can change how the Services work at any time, to introduce, improve or remove features, for legal or regulatory reasons, to reflect changes made to the technology supporting the Services or to introduce a charge. [UG](#)
- 7.3 In some situations, we may not be able to give notice before making a change. [UG](#)
- 7.4 If you are not happy with a change you can stop using any of the Services at any time without charge.

8. Termination and suspension of the Services

- 8.1 This Agreement shall continue until terminated in accordance with condition 8.4. We will normally process any instructions received from any User before termination.
- 8.2 We may cancel or suspend your use of the Services (or part of the Services) at any time if:
- 8.2.1 we reasonably suspect that there has been or could be a fraudulent or unauthorised use in relation to the Services;
 - 8.2.2 we reasonably believe that it is necessary as the security of your Account or the Services is at risk;
 - 8.2.3 you or a User have broken the terms and conditions of your Account or any other product or service held or used by you; or
 - 8.2.4 the device being used to access the Services does not comply with our reasonable security or compatibility requirements.
- 8.3 If we do cancel or suspend use of the Services, 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 us if the Services are suspended.
- 8.4 This Agreement may be terminated at any time:
- 8.4.1 immediately by you;
 - 8.4.2 immediately by us:
 - 8.4.2.1 in the event that we close your Account;
 - 8.4.2.2 If you or a User have broken this Agreement repeatedly and/or seriously; or
 - 8.4.3 for any other reason, by us giving you not less than one month's written notice.
- 8.5 If you terminate this Agreement it will be in respect of using the Services to access all of your Account(s).

9. Privacy

- 9.1 Your use of the Services and TSB website is also subject to our Business Banking Data Privacy Notice (available at tsb.co.uk/business/issb/legal/my-personal-data) and our website terms and conditions, which are available at tsb.co.uk/business/issb/legal. You can find out about when we might share your information in our Business Banking Data Privacy Notice. You can ask us for a copy.
- 9.2 In addition, the Services may from time to time also provide further information about how your data is collected and used by us.
- 9.3 We may 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.

10. Definitions

"Account" means any of your business bank accounts with us which we say may be accessed, viewed or operated through the Services;

"Account Signatory Full Access User" means any person authorised by you to use Internet Banking and the App and who is authorised to carry out the actions listed in the User Guide;

"App" means the programme downloaded to your personal device which is used to access your Account; instruct and authorise payment instructions; and new functionality developed over time that we will notify you of;

"Authorised Online Third Party Provider" means a person included in the Financial Conduct Authority Register as an authorised payment institution pursuant to regulation 4(1)(a) of the Payment Services Regulations 2017;

"Business Day" means 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);

"Charges Brochure" means any brochure or leaflet of ours that sets out any charges that apply to your Account;

"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;

"Delegate Full Access User" means any person authorised by you to use Internet Banking and the App and who is authorised to carry out the actions listed in the User Guide;

"Enquiry Only User" means any person authorised by you to use Telephone Banking and who is authorised to carry out the actions listed in the User Guide;

"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;

"Future Dated Payment" means an instruction by you to us using the Services, to make a Payment to a Third Party on a specific date in the future, for example a standing order;

"Full Service User" means any person authorised by you to use Telephone Banking and who is authorised to carry out the actions listed in the User Guide;

"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;

"International Transaction" means any Transaction made to a payee or account held outside the United Kingdom;

"Online Payment Control" means a facility within Internet Banking and the App 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 up to three other Users of the Account before that payment instruction can be submitted for execution by us;

"Security Details" can be processes or security procedures we ask you to follow or use, for example a password or other information, security numbers or codes such as device PINs or your fingerprint or other distinctive personal characteristics to make an instruction or confirm your identity, and which may be used in combination with something we give you, such as a card or PIN;

"Text Alerts" means a free service which delivers updates on your Account(s) to a User's mobile telephone as text messages;

"Transaction" means:

- any transfer of funds between your Account(s) (for example between your current and savings account(s)) ("Inter Account Transfer");
- any payment from the Account to the User's personal account with the Bank (provided the User is a director or partner of the Business or is a sole trader);
- 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"); or
- a Future Dated Payment.

"User" means

- in relation to Internet Banking or the App, the individuals named on any registration form for the Services which you have completed or where the context requires a TPP appointed in accordance with condition 1.6; or
- in relation to Telephone Banking, an individual who you have appointed as a Full Service User or Enquiry Only User on the application form;

"User Guide" means the guidelines we provide about the Services, including:

- in printed form;
- spoken through any helpdesk;
- the online help service available as part of the Services;
- any message sent through the Services; and
- any updates of the above;

"you/your/Business" means the business in whose name the Account is maintained by us; and

"we/us/our/Bank" means TSB Bank plc, registered in Scotland No. SC095237, Henry Duncan House, 120 George Street, Edinburgh, EH2 4LH providing the Account you access using the Services.

Our service promise

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 tsb.co.uk/business/contact-us

If you'd like this in another format such as large print, Braille or audio please ask in branch.

If you have a hearing or speech impairment you can contact us using Text Relay or Textphone on **0345 835 3852** (lines are open 7am – 8pm Monday to Friday, 9am – 2pm Saturdays).

tsb.co.uk/business

Calls may be monitored or recorded.

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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.

TSB adheres to The Standards of Lending Practice for business customers, which are monitored and enforced by the Lending Standards Board: www.lendingstandardsboard.org.uk. To read more about our lending commitments to you go to tsb.co.uk/business-lending-practice

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.)

Information correct as at May 2019.

