

# *Variation Request*

## VARIATION REQUEST

### Internet and Telephone Banking



<b>Guidance Notes for Completion</b>	
<b>Completion Instructions</b>	
<p>Before making an application by post, please ensure that you have read and agreed to the Applicant / Business Declaration and Data Protection Notice above the signature on page 5.</p> <p>Please complete all sections on the form in block capitals or <input checked="" type="checkbox"/> where appropriate. Please return the completed form to:</p> <p><b>FREEPOST, TEAM ITB, GROUND FLOOR, 1 LOCHRIN SQUARE, 92 FOUNTAINBRIDGE, EDINBURGH, EH3 9QA</b></p>	
<b>Users</b>	
<p>There are two types of Access which Users may have:</p> <ul style="list-style-type: none"> <li>• <b>Full Access</b> will allow the User to instruct inter account transfers and payments, set up payment instructions, and instruct the withdrawal of cash at Halifax branches in England and Wales, by telephone, under the cash out service.</li> <li>• <b>View Only Access</b> will NOT allow the User to instruct inter account transfers or payments or set up payment instructions or instruct the withdrawal of cash at Halifax branches in England and Wales, by telephone, under the cash out service.</li> </ul> <p><b>A User will have Full Access unless you indicate that he or she is to have View Only Access.</b></p> <p>Otherwise all other aspects of the Service are available to all Users. Please note credit cards and currency accounts are 'view only' for all Users.</p> <p>Please : <input checked="" type="checkbox"/></p> <ul style="list-style-type: none"> <li>• to indicate which account(s) each User will have access to and/or</li> <li>• to indicate that a User will have View Only Access</li> </ul> <p>Please note that this instruction will supersede any previous instruction(s) given.</p>	
<b>IMPORTANT NOTE</b>	
<p>Each User must complete and sign a <b>User Form</b>. It will NOT be possible to provide access to Internet and Telephone Banking until a <b>User Form</b> has been received. Please ensure that personal details are included for each NEW User on Page 4.</p>	
<b>Signing the Form</b>	
<p>The Applicant / Business should sign the form on Page 5 in accordance with the guidance for signature on Page 6. In addition, each User must sign a User Form.</p>	
<b>Final Checklist</b>	
<p>Before returning this form, please check that:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> You have fully completed all sections of the form</li> <li><input type="checkbox"/> You have indicated which Accounts each User will have access to</li> <li><input type="checkbox"/> You have indicated if a User is to have View Only Access</li> <li><input type="checkbox"/> You have enclosed a signed User Form for each User listed on Page 4</li> <li><input type="checkbox"/> The form has been signed</li> </ul>	
<b>Thank you for your Variation Request.</b>	

# Internet and Telephone Banking Variation Request

Return the completed form to FREEPOST, Team ITB, Ground Floor, 1 Lochrin Square, 92 Fountainbridge, Edinburgh, EH3 9QA

## Applicant / Business Details

Name of Applicant/Business

Applicant/Business Address

Postcode

Applicant/Business Contact Name

Applicant/Business Telephone Number

Applicant/Business E-Mail address

## Details of amendments to Accounts to be accessed via the Service

Note: Only detail accounts to which you wish your User(s) to have access.

### Sterling Accounts

\*Delete as appropriate

	Sort Code	and	Account Number	And / or	Roll Number	Account Type (B=Business P=Personal)	
						B	P
Add/Delete* Account 1	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 2	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 3	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 4	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 5	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 6	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 7	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 8	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 9	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Account 10	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Credit Cards

Account Type: (B=Business P=Personal)

	Credit Card Number	B	P
Add/Delete* Card 1	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Card 2	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Card 3	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Add/Delete* Card 4	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Currency Accounts

	Account Number
Add/Delete* Account 1	<input type="text"/>
Add/Delete* Account 2	<input type="text"/>
Add/Delete* Account 3	<input type="text"/>
Add/Delete* Account 4	<input type="text"/>

e.g. 1 2 3 4 5 U S D 0 1

Please note, Credit Cards and Currency Accounts are 'view only' for all Users.

**Details of User(s) and Account Access**

**User(s)**

User(s) will have access to all Accounts detailed below. Unless you indicate that he/she should have View Only Access by ticking the box below, each User will have Full Access which means that he/she will be able to transact between these Accounts, will be able to send payments from these Accounts to the accounts of third parties, including third parties nominated by him/her, and instruct the withdrawal of cash at Halifax branches in England and Wales, by telephone, under the cash out service. If personal accounts are detailed, User(s) must have authority to operate the account.

Please note, Credit Cards and Currency Accounts are 'view only' for all Users.

Tick box if User should have View Only Access

\*Delete as appropriate

*Tick boxes of accounts or credit cards to be accessed by each User, e.g. All or 1, 3 and 5*

**User 1**

Add/Amend \*

\* View Only Access

Surname  Sterling Accounts 

All	1	2	3	4	5	6	7	8	9	10

First Name(s)  Credit Cards 

--	--	--	--	--

Position  Currency Accounts 

--	--	--	--	--

**User 2**

Add/Amend \*

\* View Only Access

Surname  Sterling Accounts 

All	1	2	3	4	5	6	7	8	9	10

First Name(s)  Credit Cards 

--	--	--	--	--

Position  Currency Accounts 

--	--	--	--	--

**User 3**

Add/Amend \*

\* View Only Access

Surname  Sterling Accounts 

All	1	2	3	4	5	6	7	8	9	10

First Name(s)  Credit Cards 

--	--	--	--	--

Position  Currency Accounts 

--	--	--	--	--

**User 4**

Add/Amend \*

\* View Only Access

Surname  Sterling Accounts 

All	1	2	3	4	5	6	7	8	9	10

First Name(s)  Credit Cards 

--	--	--	--	--

Position  Currency Accounts 

--	--	--	--	--

**Note: For Security purposes please do not leave any blank sections. Please score through sections not required.**

**Mandates**

**Applicant/Business Declaration**

Words and expressions defined in the Internet and Telephone Banking Conditions set out after this Application Form have, when used in this Declaration and Mandate, the same meaning as they have in the Internet and Telephone Banking Conditions or as the context otherwise requires.

I/We wish to nominate the persons named above to operate on the Accounts detailed above, except as set out above, via the Service.

For transactions which are instructed via the Service, I/we confirm that the terms of this mandate (and any account mandate specifically referring to the Internet and Telephone Banking Service) will supersede any other mandates that I/We have given in relation to my/our Accounts.

I/We want to make transfers from time to time (i) to and from my/our Accounts and (ii) to the account(s) of third parties (wherever these are held); and

I/We have requested the Bank (and the Bank has agreed) to act on all such instructions effected via the Service.

I/We confirm that **except where I/we have expressly indicated above that they should have View Only Access**, in relation to each Account detailed above the Users entitled to access it may:

(a) receive information on the Account;

(b) transfer sums of any amount between my/our Accounts;

(c) make payments to third parties;

(d) instruct the withdrawal of cash at Halifax branches in England and Wales, by telephone, under the cash out service.

I/We authorise the Bank to debit the Account in accordance with instructions given by a User even if that has the effect of overdrawing the Account;

I/We acknowledge my/our liability as account holder for any overdraft together with interest, charges and expenses.

I/We confirm that the information given in this form is true, accurate and complete.

I/We confirm that the persons signing this Application Form are authorised to do so on behalf of the applicant/business.

These authorities will subsist until (and to the extent) recalled in writing.

Signed for and on behalf of the applicant/business in accordance with the above authority

**Please sign this form**

*Note: For guidance on how the Variation Request should be signed please refer to the guidance note on Page 6.*

**Data Protection Notice**

To see how we use your information and how to give your consent, please read the Data Protection section on our Group website <http://www.bankofscotland.co.uk/dataprotection> or ask for a printed copy. I/we authorise you to search and record information at the Credit Reference Agencies for the purpose of checking my identity for the prevention of money laundering and fraud. I/we warrant that we have obtained all necessary consents from all Users to use their personal data to allow the use of the Internet and Telephone Banking service. Where Telephone Banking is used to make S.W.I.F.T. payments, personal data may be processed for the purposes of complying with applicable laws and may be transferred outside the E.E.A. to countries which do not provide the same level of data protection as the UK. By signing this form you confirm that you agree to the processing and transfer of personal data for the purpose of S.W.I.F.T. payments.

Signature _____	Date _____
Print Name _____	Position _____
Signature _____	Date _____
Print Name _____	Position _____
Signature _____	Date _____
Print Name _____	Position _____
Signature _____	Date _____
Print Name _____	Position _____
Witness Address (if applicable) _____	
_____	

**CERTIFICATE (to be signed and dated in the case of companies, partnerships, limited liability partnerships, corporate bodies and associations):**

I certify that at a properly convened meeting of the [board of the company] / [board of the organisation] / [partners] / [members] / [officeholders] (delete those that do not apply) of the Customer it has been validly resolved that the Customer execute this mandate and that the persons named above be authorised to sign this mandate on behalf of the Customer.

I confirm that the signatures of the above persons are correct.

Signed \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

This Certificate should be signed as follows:

- **Limited Companies:** a director or the company secretary must sign and print his/her name and position.
- **Partnerships:** a partner must sign and print his/her name and position.
- **Limited Liability Partnerships:** a member must sign and print his/her name and position.
- **Corporate Bodies:** the secretary of the organisation (or equivalent office holder) must sign and print his/her name and position.
- **Association:** the Secretary, Treasurer or another senior officeholder must sign and print his/her name and position.

### Guidance For Signature

#### Signing the form

Signatories for the applicant/business should sign the form on Page 5 and state their designation.

The following are the minimum requirements for the correct signing of the form for each type of organisation.

**Sole Trader:** The individual should sign the form stating their designation.

**Partnership:** ALL PARTNERS must sign the form. (A separate schedule may be used where there is insufficient room for all partners to sign the form.

**Limited Liability Partnership:** Two Members should sign.

**Company (including a Company limited by guarantee):** Two Directors, a Director and the Company Secretary or a director in the presence of a witness should sign. If a witness signs, they must also provide details of their address. Please also ensure that the Company Number is noted on the form, and that the Certificate on Page 6 is also completed.

**Clubs, Associations, Societies, Groups, Religious Organisations and Local Authority Schools:** Where governed by statute, the statutory provisions will require to be followed. In all other cases, the Secretary, treasurer, headmaster / headmistress and such other persons who have been authorised to complete and sign this Application. The persons must be authorised to sign in accordance with the provision (statutory and otherwise) governing activities of the applicant/business.

**Building Societies, Friendly Societies, Industrial & Provident Societies:** A Member/Director of the Governing Board or the Secretary, unless there is delegated authority to an authorised signatory.

**Public Self Governing Schools:** The parties who are identified by an Extract Minute of the Governing Board of the school, which should confirm the parties entitled to sign the Application.

**Local Authority Schools in Scotland:** Headmaster or signatory under authority of the Officers of the School Board.

**Local Authority Schools in England:** The parties who are identified by an Extract Minute of the Governing Board of the School as the parties who are entitled to sign the Application.

**Higher and Further Education Colleges:** The parties who are identified by an Extract Minute from the College Council as the parties who are entitled to sign the Application.

**Charities (other than Charitable Trusts):** if incorporated, i.e. a company – by a Director or the Company Secretary; if not incorporated – by the parties who are identified by a Minute of a meeting of the Committee Members as being the parties who are entitled to sign the Application.

**Universities:** By the authorised signatories, as stipulated in an Extract Minute of the University Court / supreme governing body.

**Trusts (including Charitable Trusts):** All trustees should sign the Application.

## Internet and Telephone Banking User Form

Before completing this form, please ensure that you have read and agreed to the Data Protection Notice and the Customer Declaration above the signature box on this form.

Words and expressions defined in the Internet and Telephone Banking Conditions have, when used in this declaration and Mandate, the same meaning as they have in the Internet and Telephone Banking Conditions or as the context otherwise requires.

### Completion Instructions

\* Carefully read the Internet and Telephone Banking Conditions

\* Complete the form in block capitals or delete as appropriate

**BANK USE ONLY**

**CIF ID**

Return the completed form to:

**FREEPOST Team ITB, Ground Floor, 1 Lochrin Square, 92 Fountainbridge, Edinburgh, EH3 9QA**

**Please indicate which User this refers to as per page 4.**

User: 1  2  3  4  Please tick as appropriate

### Details of Applicant/Business

Name of Applicant/Business

Applicant/Business Address

Postcode

### Details of User

Title (Mr/Mrs/Miss/Ms/Other)

Full Name

Nationality

Country of Residence

Home Address

Postcode

Previous Address

(please complete if you have lived at your home address for less than 3 years - full 3 year history is required)

Postcode

Existing Bank of Scotland/Halifax connection?

Sort Code:

Account No./Roll No.

### Additional Personal Information to enable us to verify and safeguard account information

Date of Birth

Date:

Month:

Year:

Place of Birth

Mother's Maiden Surname

Name of First School Attended

### Declarations

#### User Declaration

I confirm that:

- I have been selected by the Applicant/Business to become a User
- Should the Bank need to discuss with the Applicant/Business my application to become a User, I authorise the Bank to do so.
- I agree, if requested by the Bank, to provide further additional information to the Bank for purposes of confirming my identity.
- I have received a copy of the Bank of Scotland Conditions for Internet and Telephone Banking (together with any other contractual documentation referred to in those Conditions as forming part of the Agreement between us for the Service), and I agree to be bound by them.
- The information given on this form is true, accurate and complete.
- I wish to use the Bank's services as indicated in this application on behalf of the Applicant/Business detailed above.

#### Data Protection Notice

- I understand that all my personal data will be treated confidentially.
- I agree that any memorable data provided will only be processed in order to provide for administration of the service requested and to verify and safeguard account information.
- I authorise you to search and record information at the Credit Reference Agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

Please sign this form

Signed

Date

Please photocopy and continue on a separate sheet if necessary

# Bank of Scotland

## Internet & Telephone Banking Conditions

### INTRODUCTION

Section 1 of this document contains definitions which apply throughout these Conditions. Section 2 contains certain "General Conditions", and section 3 contains certain "Special Conditions", all of which apply to use of Internet & Telephone Banking.

### SECTION 1 – DEFINITIONS AND INTERPRETATION

#### 1 DEFINITIONS

1.1 We use the following defined terms throughout these Conditions.

<b>Account</b>	means any account (whether in single or joint names) maintained on Your behalf by Us which We say, from time to time, may be accessed, viewed or operated through the Service.
<b>Account Terms</b>	means the "agreement" as defined in the conditions governing each Account maintained on Your behalf by Us.
<b>Agreement</b>	means Your agreement with Us in relation to use of the Service, as amended from time to time. This is made up of: (a) Your application form for the Service; (b) these Conditions; (c) the Account Terms; (d) the Tariff; and (e) any other contractual documentation relating to the Service that You and We agree, from time to time, shall form part of the agreement between You and Us.
<b>Business Day</b>	means any day which is not a Saturday, Sunday or United Kingdom bank or public holiday. A Business Day ends at 6:00 p.m.
<b>Conditions</b>	means the Definitions, General Conditions and Special Conditions, as updated from time to time.
<b>Definitions</b>	means the terms defined in section 1.
<b>General Conditions</b>	means the conditions in section 2.
<b>Help Service</b>	means the guides and help files available through Our Website, or in print or through the telephone service which We offer to assist Users to access and operate the Service.
<b>Intellectual Property</b>	means the copyright, trade marks and all other intellectual property rights in the Proprietary Information.
<b>Lloyds Banking Group</b>	means Lloyds Banking Group plc, registered in Scotland number SC 095000 and having its registered office at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH, and any direct or indirect subsidiary or holding company (as defined in the Companies Act 2006) and any direct or indirect subsidiary of any such holding company.
<b>Offshore Account</b>	means an Account held with Us in Jersey or the Isle of Man.
<b>Payee</b>	means a party to whom You make a payment.
<b>Payment Instruction</b>	means a User Instruction to effect a Payment Transaction.
<b>Payment Receipt</b>	means a Payment Transaction resulting in the receipt of funds into an Account.
<b>Payment Transaction</b>	means the placing of funds in, or the transfer or withdrawal of funds from, an Account through the Service.
<b>Proprietary Information</b>	means any document, material or information supplied by Us or on Our behalf to You or the Users in connection with the Service, including the Security Device or Security Information.
<b>Security Device</b>	means any device issued by Us or on Our behalf (for example, a smartcard or token) to enable You or a User to access the Service.
<b>Security Information</b>	means a user identification name, code, personal identification number, password or such other security information as We may determine for use in connection with the Service. We may stipulate different types of Security Information for You, and the different categories of people who may be authorised to use the Service.
<b>Security Procedures</b>	means the security procedures and confidentiality arrangements that You must observe as detailed in: (a) Condition 5; and (b) Condition 18, which, in all cases, may be updated by Us from time to time.
<b>Service</b>	means the services We agree to provide You under the name Internet & Telephone Banking that enable You to obtain access to information and give instructions to Us through the Website or by telephone in order to: (a) obtain information on any Account including, where applicable Payment Instructions and Payment Transactions; (b) give Us, where applicable Payment Instructions; (c) execute Payment Transactions to and from any Account (subject to any restrictions We stipulate in the Account Terms or agree separately with You); (d) request from Us the supply of items, such as cheque books and statements, which relate to Your Account; and (e) use the other services which We may, from time to time, incorporate into the Service.
<b>Special Conditions</b>	means the conditions in section 3.

<b>Tariff</b>	means Our tariff of charges, from time to time, relating to Your use of the Service.
<b>User</b>	means a person We agree with You may use the Service on Your behalf, being: <ul style="list-style-type: none"> <li>(a) a person named in Your application form for the Service; or</li> <li>(b) any additional or replacement person notified to Us by You as set out in Condition 18.2.</li> </ul>
<b>User Instruction</b>	means an instruction, authorisation or request (payment or otherwise) given to Us through the Service by a User: <ul style="list-style-type: none"> <li>(a) on Your behalf; or</li> <li>(b) subject to Condition 17.3: <ul style="list-style-type: none"> <li>(i) on behalf of another member of Your corporate group; or</li> <li>(ii) on behalf of any person or entity connected with You.</li> </ul> </li> </ul>
<b>We, Our and Us</b>	means Bank of Scotland plc, registered in Scotland number SC327000, with Registered and head office at The Mound, Edinburgh, EH1 1YZ, and its successors and assigns.
<b>Website</b>	means the website that We notify to You, from time to time, which may be used to access the Service and to provide information.
<b>You and Your</b>	means the person who applied to use the Service and who has entered into the Agreement with Us.

## 2 INTERPRETATION

- 2.1 References to the singular shall include the plural and vice versa.
- 2.2 Any reference to any legislation includes any rule or regulation made under it and any changes made to them.
- 2.3 A reference to any agreement, document or website page shall be a reference to such agreement, document, or page, as updated from time to time.

## SECTION 2 – GENERAL CONDITIONS

### 3 ACCESS AND USE

- 3.1 You must not let anyone other than a User access and use the Service on Your behalf.
- 3.2 Subject to the Agreement, We will:
  - (a) make the Service available to You and Users;
  - (b) provide Users with the Help Service (although We may sometimes have to suspend or vary the availability of the Help Service); and
  - (c) take precautions, in accordance with security practices normally implemented by banks in the United Kingdom, to keep Your and each User's personal data confidential and accessible only to You and such Users and Our employees or agents who are engaged in communicating through and maintaining the Service.
- 3.3 The provisions of Condition 17 also apply.

### 4 CHARGES

- 4.1 We may charge You for use of the Service. Our charges will be set out in the Tariff. These charges will be in addition to any charges in respect of the Accounts.
- 4.2 Subject to Condition 13.6, We may change the amounts We charge You, make new or different charges and change the way that You have to pay the charges.
- 4.3 We will confirm the charge for any ancillary service when You ask to use it.

### 5 SECURITY

- 5.1 You are responsible for ensuring that You and all Users comply with the Security Procedures.
- 5.2 You acknowledge and agree that You owe a duty of care to Us to ensure the competency, honesty, integrity and suitability of any Users and to ensure that, in addition to You and Us, the Security Information and Security Procedures are known only to the relevant Users.
- 5.3 You agree to adopt, operate, and maintain effective security and confidentiality measures in relation to Your and Your Users' use of the Service, including taking all reasonable precautions to prevent unauthorised use of the Service and ensuring that all Security Information and Security Devices are kept under secure conditions and not disclosed or made available to anyone else and that all Users access the Service in a secure manner.
- 5.4 From time to time, We may notify You of additional security requirements. You must ensure that You and each User promptly complies with these requirements.
- 5.5 You must ensure that no-one leaves any computer, telephone or other device connected to the Service unattended or allows it to be used by anyone else.
- 5.6 You must ensure that any computer or other device through which You or Users access the Service is free from any computer viruses, Trojans and malware, and is protected by virus protection software and a firewall that complies with and is maintained in accordance with good practice.
- 5.7 You must contact Us immediately by telephone (Our contact details are available on Our Website) if You, any User or, if appropriate, anyone else employed by or connected to You know, or believe that:
  - (a) any part of anyone's Security Information has been, is or may be lost, stolen, misused, or known to someone else;
  - (b) a Security Device has been lost or stolen or anything has been done or tried to be done to compromise its security;
  - (c) anyone is, or may be, accessing or using the Service without appropriate authorisation, misusing the Service, or breaching confidentiality; or
  - (d) any fraud is being or may be committed involving the Service,
and You must also take any action that We specify to prevent such unauthorised use or to deal with these security issues.
- 5.8 The provisions of Condition 18 will apply.

### 6 PROCESSING DATA

- 6.1 You acknowledge and agree on Your part and on behalf of Your Users that persons involved in providing or maintaining the Service may have access to Your data and personal data of Your Users for such purposes, but We agree that such

persons will only have access if they are bound by confidentiality obligations no less onerous than those which We owe You in respect of such data, and otherwise in accordance with Our privacy policy in force from time to time.

- 6.2 You acknowledge and agree on Your part, and on behalf of Your Users, that in order to make a SWIFT payment, personal information relating to individuals named in the Payment Instruction may be processed for the purposes of:
- (a) complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations; and
  - (b) fighting crime and terrorism,
- and may be disclosed to any government entity, regulatory authority or to any other person We reasonably think necessary for those purposes. This may mean that personal information will be transferred outside of the European Economic Area to countries which do not provide the same level of data protection as the United Kingdom.
- 6.3 If you are an Offshore Account holder You acknowledge that Your data may be held and processed in the United Kingdom. The holding of such information in the United Kingdom may cause it to be subject to the powers of the United Kingdom authorities in addition to those of the jurisdiction in which Your Account is held.

## **7 YOUR FURTHER OBLIGATIONS**

- 7.1 You will, when permitting Your Users to use and operate the Service, ensure that such use is strictly subject to and compliant with the Agreement.
- 7.2 You are responsible for and will, at Your sole risk and expense, arrange access to the Service using the internet, telephone or any other method of communication approved by Us.
- 7.3 The Service is designed to be accessed by particular internet browsers and telephone numbers. We will tell You what these are, from time to time. The Help Service will only be able to seek to assist You, if You are using one of these internet browsers or telephone numbers.
- 7.4 You must comply with the specifications and other requirements We notify to You from time to time.
- 7.5 You should make suitable contingency arrangements in accordance with good practice to cover system or operating failures.
- 7.6 You must telephone Us immediately if You become aware of or suspect:
- (a) any failure of any part of the Service;
  - (b) any error in any part of the Service;
  - (c) any error affecting any data accessible through the Service; or
  - (d) any programming error or defect or corruption of any part of the Service.
- and promptly use Your best endeavours to assist Us in implementing any remedial steps We propose.

## **8 ACCOUNT INFORMATION AVAILABLE USING THE SERVICE**

- 8.1 You acknowledge that any Account or other information available using the Service is for reference purposes only and should not be relied upon as representing the accurate, complete or up to date position at any particular time. The timing of processing of a transaction may vary depending on whether that transaction is processed manually or electronically, and some transactions will appear immediately while others will appear on the next Business Day. Similarly, items showing on an Account on the Service may not have been checked for validity or approved for payment and may not be credited or debited to the Account on the subsequent completion of Our checking procedures.
- 8.2 We will use reasonable endeavours to ensure that all Account information available through the Service is regularly updated and is accurate.
- 8.3 The records We maintain of instructions and authorisations received, and payments or transactions that We, You or Users complete will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

## **9 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 9.1 You and the Users must keep the Proprietary Information confidential.
- 9.2 You agree that the Intellectual Property will at all times remain vested in Us and Our licensors. You and the Users will take all reasonable steps to protect the Proprietary Information and the Intellectual Property and will notify Us if You become aware of any actual or potential infringement of the Intellectual Property.
- 9.3 You acknowledge that neither You nor the Users own or claim any right in the Proprietary Information or the Intellectual Property.
- 9.4 You and the Users must not use the Intellectual Property or the Proprietary Information except in the proper use of the Service, and must not take copies, sell, assign, lease, sub-licence or otherwise transfer them to anyone else.

## **10 DISCLAIMERS REGARDING THE SERVICE**

- 10.1 You acknowledge that We do not warrant that:
- (a) the use of the Service will meet Your general or any particular requirements; or
  - (b) the Service will be available or accessible or that its availability will be uninterrupted or error free.
- 10.2 You acknowledge that the internet is a public system over which We have no control.
- 10.3 If You are acting for the purposes of Your trade, business or profession, then, except as expressly set out in the Agreement, all warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the provision of the Service or otherwise are excluded.

## **11 LIABILITY**

- 11.1 Subject to any terms implied by law or by the rules of any regulatory body which cannot be excluded and except where We have liability under the Account Terms, We will not be liable in contract, tort, delict or in any other way for:
- (a) fraud by You or any User;
  - (b) any loss incurred or damage suffered by You as a result of Account information not being accurate, complete or up to date, or by Your reliance on it;
  - (c) any failure by You to use or to ensure the use of the Service in accordance with the Agreement and any other instructions provided by Us from time to time;
  - (d) loss of profits, business, contracts, opportunity, anticipated savings, goodwill or revenue;
  - (e) loss or corruption of data; or
  - (f) any indirect or consequential loss.

- 11.2 Nothing in the Agreement will limit Our liability to You for Our fraud or for death or personal injury resulting from Our negligence or that of Our employees.
- 11.3 Our maximum aggregate liability to You, whether in contract, tort, delict or in any other way in connection with Your use of, access to or reliance on the Service, will be as follows:
- (a) where We are liable under the Account Terms, the financial limits applicable to that liability (if any) will be as detailed in the Account Terms; and
  - (b) in relation to any circumstances falling outside Condition 11.3(a), our liability will be limited to £50,000.
- 11.4 Subject to Condition 11.5, if any part of the Security Device or Security Information is lost, stolen or misused by someone without Your permission or in an unauthorised way, or if the Security Information becomes known to someone else, You may have to pay up to £50 of any loss to Us arising from an unauthorised Payment Transaction.
- 11.5 Where We can show that You have acted fraudulently You will be liable to Us for all losses incurred in respect of any unauthorised Payment Transaction. You will also be liable, up to the date that You notify Us in accordance with Condition 5.7, for all losses where, either deliberately or due to Your gross negligence, You allowed someone else to make unauthorised use of the Security Device or Security Information or to access the Service or You have not used reasonable care to protect the Security Device or Security Information
- 11.6 Subject to the limitations set out in Conditions 11.2, 11.3, 11.4 and 11.5, and except where We are liable under the Account Terms, You will be liable to Us for all losses, damages, liability, claims, expenses or costs (and, where applicable, value added tax) which We may incur or suffer arising, directly or indirectly, from any access or use by You or any User of the Service or any breach of the Agreement.
- 11.7 Where the Service has been accessed or used with the Security Information, such access or use will be presumed to be duly authorised by You.
- 11.8 Subject to any terms implied by law, or by the rules of any regulatory body which cannot be excluded, We will not be liable in contract, tort, delict or otherwise in any way for loss arising due to abnormal and unforeseeable circumstances beyond Our control, leading to consequences which would be unavoidable despite all efforts to the contrary.
- 11.9 Where Your use of the Services requires You to download any third party software, the use of that software may be subject to Your acceptance of third party licence terms specific to that product. Where You agree to enter into a third party licence of that kind, it will confirm Your rights and liabilities in relation to use of the software concerned and You must be aware that those rights and liabilities will be unaffected by the terms of this Agreement. Similarly, We do not warrant that any third party software is suitable for use with Your computer system and We will accept no liability for any problems with Your system that may arise as a result.

## 12 **TERMINATION**

- 12.1 We will continue to provide the Service until the Agreement is terminated by either You or Us.
- 12.2 You may terminate the Agreement at any time by giving to Us not less than 28 days' prior written notice.
- 12.3 We may terminate the Agreement at any time by giving You not less than two months' prior written notice.
- 12.4 If You become aware of any of the following events or circumstances occurring or You believe they will occur, You must notify Us immediately:
- (a) You become unable to pay Your debts (within the meaning of section 123 of the Insolvency Act 1986), admit Your inability to pay Your debts or become insolvent;
  - (b) a petition is presented, an order made or a resolution passed for Your liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction on terms previously approved by Us), administration, bankruptcy or dissolution;
  - (c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to You or over all or any part of Your assets;
  - (d) You enter into or propose any composition or arrangement concerning Your debts with Your creditors (or any class of Your creditors) generally;
  - (e) anything similar to any of the events or circumstances stated in (a) to (d) inclusive above occurs in respect of You in any jurisdiction outside the United Kingdom;
  - (f) You breach any of the material terms of the Agreement, or the material terms of any mandate or other agreement or arrangement in place between Us and You; or
  - (g) any other event occurs which might adversely affect in a material way Your ability to comply with the Agreement (including any event which might affect any User).
- 12.5 If any of the events or circumstances listed in Condition 12.4 has occurred or We reasonably believe has occurred or will occur, We may terminate the Agreement immediately and cancel access to the Service by You and the Users. We may also terminate this Agreement immediately and cancel access to the Service by You, if We (or another member of the Lloyds Banking Group) may be exposed to action from any government or regulator if we continue to provide the Service.
- 12.6 Termination does not affect any accrued rights, remedies and obligations of the parties. On termination, Conditions 9, 11, 12.5, 12.6, 12.7, 12.8, 13.1, 13.2, 13.9, 13.11, 13.12, 13.19, 13.20, 14 and 15 will continue in full force and effect. Any charges payable in connection with termination will be set out in the Tariff but no charges will be made if You have used the Service for 12 months or more at the time termination takes effect. Any recurring or regular charges will be apportioned at the time of termination and any charges paid in advance will be reimbursed in the relevant proportion.
- 12.7 Termination of this Agreement will not terminate the Account Terms in respect of any individual Account. Details of how to terminate any Account will be set out in the relevant Account Terms.
- 12.8 On termination You will immediately ensure that neither You nor any of Your Users attempts to access or use the Service, and will immediately return to Us all Security Devices and material (whether originals or copies and in whatever medium) relating to the Service.

## 13 **GENERAL**

- 13.1 The Agreement is personal to You and You may not assign, transfer or sub-contract any of Your rights, benefits or obligations under it.

- 13.2 We may assign, novate or transfer any of Our rights and obligations under the Agreement, either wholly or in part, to any other person. You agree that You will promptly execute all documents that We reasonably need in order to make such an assignment, novation or transfer effective.
- 13.3 If, at any time, We know or reasonably believe that:
- (a) there has been or may be a breach of the security of the Service;
  - (b) there has been or may be an unauthorised or fraudulent use of the Service; or
  - (c) where there is an overdraft limit attached to any Account held within the Service, You may not be able to repay any debt on such an Account,
- We may withdraw or suspend the operation of the Service or access to the Service in respect of Security Information or Security Devices that may be or have been compromised.
- 13.4 We will normally notify You in advance (by telephone or, if We cannot reach You by telephone, in writing by email or mail), if We propose to withdraw or suspend the Service and tell You the reasons for doing so. Where We have been unable to contact You prior to withdrawing or suspending the Service, We will do so as soon as is practicable. We will be excused from notifying You where it would be unlawful to do so or where reasonable security measures dictate. If We notify You of any suspension, We will tell You how You may arrange for the suspension to be lifted.
- 13.5 If We fail or delay in exercising or applying any term of the Agreement, this does not mean that We have waived that term.
- 13.6 We may modify:
- (a) any of these Conditions;
  - (b) any aspect of the Service; or
  - (c) the charges in the Tariff,
- at any time, by giving You no less than two months' notice. After that notice period has expired, the modifications will automatically take effect and You will be taken to have accepted the change unless You notify Us before the end of the two month period that You do not agree to the modification.
- 13.7 If You notify Us that You do not accept the modifications notified to You under Condition 13.6 before they come into effect, We will take this as notification that You wish to terminate the Agreement immediately prior to any modification taking effect, unless You tell Us that You want to terminate sooner.
- 13.8 You may at any time request a copy of the Agreement or any part of it.
- 13.9 The Agreement constitutes the entire agreement between Us and You concerning use of the Service. Each Account You may access using the Service will be governed by Account Terms. If there is any inconsistency between the Account Terms and the other parts of this Agreement where such inconsistency relates to matters affecting the operation of the Accounts:
- (a) in relation to the procedures and authorities required for the issuing of User Instructions, these Conditions will prevail; and
  - (b) in relation to any other matters, including matters relating to the implementation of Payment Instructions and the processing and execution of Payment Transactions, the Account Terms will prevail
- Each party acknowledges that it does not rely on any other prior agreement, representation or proposal, whether written or oral, all of which are unconditionally excluded and have no effect.
- 13.10 The Service may be used in connection with joint Accounts provided that one of the Account holders has authority to access and use the Account, and such Account holder applies to utilise the Service in accordance with this Agreement.
- 13.11 Where You comprise more than one person or entity, the Agreement will apply to each of You and the liability of each of You to Us will be joint and several.
- 13.12 If any provision of the Agreement is held to be invalid or unenforceable, it will not affect the remaining provisions of the Agreement.
- 13.13 Telephone calls to or from Us, or someone acting on Our behalf, may be recorded and monitored for security purposes, to provide a record of instructions given to Us and as part of Our quality control procedures.
- 13.14 If You have a complaint about the Service, You should contact Us either in writing or by telephone. Details about Our complaints procedures are available on request.
- 13.15 If You are not an Offshore Account holder and are dissatisfied with the way We deal with Your complaint, You may be able to refer this to the Financial Ombudsman Service. Details about the Financial Ombudsman Service are available on request. You may also refer a complaint to the Financial Services Authority, Our regulator, although it will not provide direct redress to You.
- If You are an Offshore Account holder with an Account held in the Isle of Man and are dissatisfied with the way We deal with Your complaint, You may be able to refer this to the Isle Man Financial Services Ombudsman Scheme.
- 13.16 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most individuals and small businesses are covered by the scheme. Larger businesses are generally excluded; therefore not all Bank of Scotland customers will be covered by the scheme. Where You make a deposit to us in the UK, compensation payments under the scheme are limited to the first £50,000 or 50,000 Euro of Your total deposits with Us (whichever is the greater at the time of default). The scheme also covers deposits made with Our offices elsewhere in the European Economic Area, and deposits in all currencies are treated alike. Further information about the scheme and the eligibility criteria is available from the FSCS. Please call their helpline on: 020 7892 7300, visit [www.fscs.org.uk/](http://www.fscs.org.uk/) or write to the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN. This scheme is not applicable to Offshore Account holders. If You are an Offshore Account holder with deposits held in the Isle of Man, You may be covered by the Isle of Man (Compensation of Depositors) Regulations 2008.
- 13.17 Bank of Scotland plc is authorised and regulated by the Financial Services Authority (Register number 169628) and is licensed under the Consumer Credit Act 1974 by the Office of Fair Trading under licence number 0593292. Bank of Scotland plc is regulated by the Jersey Financial Services Commission and the Isle of Man Financial Supervision Commission to take deposits.
- 13.18 The Service and all communications between You and Us will be in English.

13.19 If You or a User access the Service from a country outside the United Kingdom, You must ensure that You and the User comply with the laws and regulations of that country.

13.20 Only You and We have any rights in, under or in connection with the Agreement.

#### 14 NOTICES

14.1 Unless specifically stated otherwise, all notices given by You to Us under the Agreement must be in writing and should be sent to E-Business, Second Floor, 1 Lochrin Square, 92 Fountainbridge, Edinburgh, EH3 9QA (or such other address as We may notify to You from time to time) by hand delivery, special delivery or first class post. We will not be deemed to have received notice from You unless We actually receive it.

14.2 We may give notice to You in any form We consider appropriate to ensure receipt by You, including in writing and by posting notices on Our Website.

14.3 Any notice given by Us to You will be deemed to be served:

- (a) if delivered by hand, at the time and date of delivery;
  - (b) if delivered by email, at the time of delivery as evidenced by the relevant mail server log;
  - (c) if sent by special delivery or first class post from within the United Kingdom, two Business Days after the day of posting;
  - (d) if sent by any other form of post from within the United Kingdom, five Business Days after the day of posting; or
  - (e) if sent by post to or from the United Kingdom, ten Business Days after the day of posting,
- provided that the time of receipt is within usual business hours on a Business Day, otherwise it will be deemed to be received at the beginning of the following Business Day.

14.4 If We post a notice for You on Our Website, time of receipt will be the time the notice is uploaded or first becomes viewable by You. It is up to You to check the Website regularly for any notices applicable to You or the Service.

14.5 By entering into the Agreement, You acknowledge and agree that email is not a reliable or secure method of communication. In the event that any email communication sent by Us is confirmed with a hard copy, the hard copy version will prevail over the email version where there is inconsistency. If any statement or other information concerning Your Account is downloaded using the Service which is confirmed with a hard copy provided to You by Us, the hard copy will prevail to the extent of any inconsistencies (for example, to allow for reconciliations in account entries as envisaged by Condition 8).

14.6 It is Your responsibility to notify Us of any change in Your or a User's contact details.

#### 15 LAW

15.1 The Agreement is governed by and construed according to English law and You submit to the exclusive jurisdiction of the English courts, unless You are resident in, Your registered office is situated in, or Your central management and control is exercised from Scotland, in which case the Agreement will be governed by and construed according to Scottish law and You submit to the exclusive jurisdiction of the Scottish courts.

#### 16 CANCELLATION

16.1 If within 14 days of being given access to the Service, You decide that You no longer want to have access to the Service, We will help You switch to another service with Us, or if You prefer, You may terminate the Agreement and the Service.

16.2 The cancellation period in Condition 16.1 begins on the date that the Service is made available to You.

16.3 To cancel the Service, You must send a written notice to the address specified in Condition 14.1 within the period specified in Condition 16.2.

16.4 If We cancel the Service, this will not affect Your Accounts unless You cancel or close the Accounts separately. If at Your request, We have supplied You with access to the Services before You cancel the Service, You will have to pay any charges levied in respect of those Services.

16.5 If You do not cancel the Service, You will remain bound by the terms of the Agreement until You terminate the Service in accordance with these Conditions.

### SECTION 3 – SPECIAL CONDITIONS

#### 17 USER INSTRUCTIONS – SPECIAL CONDITIONS

17.1 You authorise Us to act on all User Instructions received by Us provided that the User Instructions are, or appear to be, given by a User using the correct Security Information.

17.2 The use of the Service to execute a Payment Instruction or a series of Payment Instructions, whether the Service is accessed online or by telephone, is only permitted where the Payment Instruction is given, or appears to have been given, using the Security Device and Security Information and in accordance with the Security Procedures. Any revocation of Payment Instructions permitted in accordance with Condition 17.5 must also be given using the same procedures.

17.3 We are authorised to act on a User Instruction in connection with another member of Your corporate group or any person or entity connected with You, if that member, other person or entity has completed and submitted to Us an appropriate application, which has been accepted by Us.

17.4 Before executing a User Instruction, We will provide You on the Website details of:

- (a) the latest effective time for any intended Payment Transaction;
- (b) the applicable charges.
- (c) the details of any information/unique identifiers which must be included to effect a Payment Instruction.

17.5 Once issued, User Instructions may not be revoked or withdrawn after receipt by Us and may be acted upon by Us except where revocation is permitted under the Account Terms.

In any other case, We do not have to act on any request from a User to cancel or amend a User Instruction. We may charge if a User Instruction is revoked.

17.6 You agree that if We consider that We are justified in doing so, We can refuse to carry out a User Instruction. This applies to any User Instruction which:

- (a) We consider is ambiguous, suspicious, unclear or impossible to effect;
- (b) is unlawful;
- (c) would exceed any previously agreed spending limit that We apply for You in relation to CHAPS or SWIFT payments; or

- (d) would exceed the available funds in, or result in an unauthorised overdraft on, the relevant Account or, subject to any agreed set-off arrangement, across all of Your Accounts.
- 17.7 If We propose to refuse to execute a User Instruction, We will seek to inform You as soon as possible, but in any event by no later than the third Business Day after the time of receipt of the User Instruction. We may do this by a screen message, an email or by telephone (if You use the Service online) and by telephone (if You access the Service by telephone). We will give You the reason for the refusal. We will, however, be excused from notifying You, where it would be unlawful to do so.
- 17.8 When We notify You, We will advise You of any errors or omissions that must be rectified to allow the User Instruction to proceed. We may charge You for any notification under this Condition 17.8.
- 17.9 Where You have failed to provide Us with correct details of the account to which a Payment Instruction is directed as required by Condition 17.4, We will make reasonable efforts to recover any misplaced funds but may charge You for such recovery.
- 17.10 We may, from time to time, apply limits to User Instructions, in relation to amounts individually, in aggregate or on other criteria. Limits will come into effect immediately after We apply them. We will notify You as soon as practicable. We are not obliged to apply limits or otherwise restrict the authority of a User.
- 17.11 You may request that a Payment Transaction is carried out in a currency other than Sterling. Any such transaction will be governed by the Account Terms relating to the Account from which the payment is to be made.
- 17.12 Further terms regarding the authentication of Payment Instructions and the processing and execution of Payment Transactions are set out in the Account Terms.
- 18 SECURITY – SPECIAL CONDITIONS**
- 18.1 To enable You to use the Service We will, from time to time, notify You and Users of relevant Security Information and provide any required Security Device.
- 18.2 You must inform Us promptly of:
- (a) the name of any person who is to become an additional or replacement User and, their relevant authority level; and
  - (b) the removal of any User's authority.
- 18.3 You may, by informing Us, set new or replacement authority levels for any User acting on Your behalf and may set different authority levels for different Users.
- 18.4 Each User must change their password for the internet element of the Service at least once every twelve calendar months.
- 18.5 You and any User must comply promptly with all changes or requests for changes to Security Information that We make.
- 18.6 In the event that You are an individual, on Your death We will normally cancel access to the Service and terminate this Agreement unless alternative arrangements are made with Your personal representatives. In the event the Service is used in conjunction with a joint Account, We shall also cancel access to the Service and terminate this Agreement on Your death or the death of the relevant User unless the other Account holder is authorised to use the Service.



Would you like more information?

Please call us On:

0845 300 0268 †

(Lines are open 24 hours a day, 7 days a week)

You can also find us at:

[www.bankofscotland.co.uk](http://www.bankofscotland.co.uk)

**Important Information about compensation arrangements**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most individuals and small businesses are covered by the scheme. Larger businesses are generally excluded; therefore not all Bank of Scotland customers will be covered by the scheme.

Where you make a deposit to us in the UK, compensation payments under the scheme are limited to the first £50,000 or 50,000 Euro of your total deposits with us (whichever is the greater at the time of default). The scheme also covers deposits made with our offices elsewhere in the European Economic Area, and deposits in all currencies are treated alike.

Further information about the scheme and the eligibility criteria is available from the FSCS. Please call their helpline on: 020 7892 7300, visit [www.fscs.org.uk/](http://www.fscs.org.uk/) or write to the Financial Services Compensation Scheme, 7<sup>th</sup> Floor, Lloyds Chambers, Portsocken Street, London E1 8BN.

† Telephone calls may be recorded for security purposes and may be monitored under our quality control procedures.

**Information is available in large print, audio and Braille on request. You may contact us using Type Talk.**

Date Application received	<input type="text"/>
Verification Procedure complete	<input type="text"/>
Main CIF ID	<input type="text"/>
2nd CIF ID	<input type="text"/>
3rd CIF ID	<input type="text"/>
4th CIF ID	<input type="text"/>
User A CIF ID	<input type="text"/>
User B CIF ID	<input type="text"/>
User C CIF ID	<input type="text"/>
User D CIF ID	<input type="text"/>
Branch Contact	<input type="text"/>
Branch Telephone Number	<input type="text"/>

Memorable Data	Agreement set up	Welcome Letter generated
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Place Branch Stamp in space below