

# Pension Fund Account Application Form



## Guidance Notes for Completion

Please complete all sections of the Application Form using BLOCK CAPITALS. Text in italics gives you information to help you complete this form. If you need further assistance, please contact us. Please ensure that you have read the Data

Protection Notice in Section 7 of this Application Form before completing your details and signing.

## Verification of Identity

When you open an account, we may ask for additional information to confirm your identity. Bank of Scotland plc, in common with other financial services providers, has account opening procedures which reflect current legal and regulatory requirements (and best practice industry guidance) aimed at preventing money laundering and terrorist financing. In the event that these

requirements are not satisfied but, nevertheless, money is paid into your account, Bank of Scotland plc may suspend operations on the account until identity is established. This is for your protection as well as ours, and is not intended to cause you inconvenience.

## Suitability of Account

Bank of Scotland plc does not give advice to any person regarding the suitability of any Account for investment purposes in connection with the Scheme. It is the sole responsibility of the trustee(s) to obtain suitable

professional advice that the Account is suitable for the Scheme's purposes. Bank of Scotland plc will not be liable in any circumstances where it is subsequently discovered that the Scheme could not open or operate any Account.

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## About the Scheme

Name of Account(s)

Please enter the name in which you want us to open the Account(s) (must be less than 40 characters).

P T DOLAN RETIREMENT BENEFIT SCHEME

Please continue on a separate sheet where necessary.

Name of your Scheme

Statement Address Details

Mailing Name

Pension Practitioner . Com

Salutation

(the "Scheme")

Date your Scheme was set up (DD/MM/YY)

Address (include postcode)

Is the Scheme registered with (or approved by) HM Revenue & Customs and eligible to receive interest gross?

Yes No



If 'yes', we must have received a copy of the confirmation of registration of the Scheme with HM Revenue & Customs and have been provided with the Pension Scheme Tax Reference before we pay interest gross.

Scheme Registration Number

Daws House  
33-35 Daws Lane  
London  
NW7 4SD

Country

United Kingdom

If 'no', or if we do not receive this supporting evidence, we will pay interest net.

Contact E-mail address

pt.dolan@btinternet.com

Contact Telephone number

07435 360633

You can give us additional contact names and addresses if you wish. Please use a separate sheet.

Please insert details of all the trustees of the Scheme in the space provided below (including any "Additional Trustees" or "Reserve Trustees" appointed under the rules of the Scheme, who become trustees on the death of any trustee who is an individual). Please also provide details of the Authorised Signatories. If a trustee is a limited company the bank may request further information.

Please continue on a separate sheet where necessary.

## Trustee/signatory 1

Title Mr Mrs Miss Ms Other (please specify)

Your last name

DOLAN

Your first names

PAUL

Gender

MALE

Date of Birth (DD/MM/YY)

15/05/64

Nationality

BRITISH

Dual Nationality (if applicable)

Permanent address (include postcode)

BAYFORD LODGE  
1 COLLEGE AVENUE, ELSOM  
SURREY, KT17 4HN

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY)

Country

UK

5/11/2012

Previous address

BADKERS BEND  
FAIROAK LANE, OXSHOTT  
SURREY KT22 0TY

Date moved to this previous address (DD/MM/YY)

01/06/1993

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

Member Trustee

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

Member Trustee and Authorised Signatory

## Trustee/signatory 2

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Gender

Date of Birth (DD/MM/YY)

Nationality

Dual Nationality (if applicable)

Permanent address (include postcode)

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY)

Country

Previous address

Date moved to this previous address (DD/MM/YY)

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

## Trustee/signatory 3

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Gender

Date of Birth (DD/MM/YY)

Nationality

Dual Nationality (if applicable)

Permanent address (include postcode)

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY)

Country

Previous address

Date moved to this previous address (DD/MM/YY)

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

## Trustee/signatory 4

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Gender

Date of Birth (DD/MM/YY)

Nationality

Dual Nationality (if applicable)

Permanent address (include postcode)

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY)

Country

Previous address

Date moved to this previous address (DD/MM/YY)

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

## On behalf of the Trustee and its Authorised Signatory 1

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Registered Number (if applicable)

Registered Office (include postcode)

Country

Date of incorporation (DD/MM/YY)

Country of incorporation

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc.)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

## On behalf of the Trustee and its Authorised Signatory 2

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Registered Number (if applicable)

Registered Office (include postcode)

Country

Date of incorporation (DD/MM/YY)

Country of incorporation

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc.)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

2

## About the Trustee(s) and the Authorised Signatories

2.2

## On behalf of the Trustee and its Authorised Signatory 3

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Registered Number (if applicable)

Registered Office (include postcode)

Country

Date of incorporation (DD/MM/YY)

Country of incorporation

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

## On behalf of the Trustee and its Authorised Signatory 4

Title Mr Mrs Miss Ms Other (please specify)

Your last name

Your first names

Registered Number (if applicable)

Registered Office (include postcode)

Country

Date of incorporation (DD/MM/YY)

Country of incorporation

Position(s) (e.g. Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

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## Use of the Account

3.1

Please tick the relevant boxes below to indicate where the initial funds deposited into an Account are expected to come from.

Investment maturity	Annual income	Inheritance	Retirement Capital
VAT Reclaims	HMRC Payments	Rental Income	Savings
Sale of Asset	Existing Pension Fund	Redundancy Payment	Employment Contributions
Dividends			

3.2

Please tick the relevant boxes below to indicate where subsequent funds deposited into an Account are expected to come from.

Investment maturity	Annual income	Inheritance	Retirement Capital
VAT Reclaims	HMRC Payments	Rental Income	Savings
Sale of Asset	Existing Pension Fund	Redundancy Payment	Employment Contributions
Dividends			

3.3

Please tick one box below to indicate how frequently you expect there to be transactions on the Account(s) (i.e., deposits and withdrawals).

Either:

In line with regulated pension scheme parameters as defined by HM Revenue & Customs



Or: (tick one box)

Fewer than 200 transactions per year

200 to 999 transactions per year

1,000 to 9,999 transactions per year

10,000 transactions per year or more

3.4

What is the actual/anticipated annual income of the Scheme? (tick one box)

Less than £100,000



£100,000 to £249,999

£250,000 to £999,999

£1,000,000 to £9,999,999

£10,000,000 or more

3.5

Please tick one box below to indicate how frequently you wish to receive statements. If you do not tick any box, statements will be provided or made available monthly.

Monthly

Quarterly



Annually

4

Declarations by the Trustees

I/We, the trustee(s) named in Section 2 above, request and authorise Bank of Scotland plc to open the Account(s) indicated in Section 1 in my/our name(s) as trustee(s) of the Scheme detailed in Section 1.2 above.

(Where relevant) I/We appoint each person named in Section 2 as an Authorised Signatory in relation to the Account(s). We confirm that their signing powers are as stated in the Signing Authority Mandate. We confirm that the specimen signatures set out in Section 2 are the signatures of the Authorised Signatories. We confirm that the trust deed and/or rules of the Scheme permit us to delegate authority to operate the Account(s) in the manner set out in the Signing Authority Mandate and we agree to pay Bank of Scotland plc for any losses suffered by it as a result of any operation of the Account(s) in accordance with our mandate to Bank of Scotland plc which is in breach of the trust deed and/or rules of the Scheme.

I/we agree that I/we will be jointly and severally liable as trustee(s) for all liabilities created pursuant to my/our agreement with Bank of Scotland plc for the Account(s), provided that the liability of the "Professional Trustee" or "Corporate Trustee" will be limited to the value of the assets of the Scheme but without prejudice to the full liability of the Member Trustee (if any).

I/We authorise and request Bank of Scotland plc to provide the Scheme auditors with such information as the Scheme auditors request in relation to the Account(s) until I/we withdraw this authorisation by notifying the Bank in writing.

I/We have received a copy of the following documents which contain terms comprising the "Agreement", as that term is defined in the Terms and Conditions for the Account(s) (please tick):

Application Form (to be completed, signed and returned by the applicant(s))



Terms and Conditions (to be retained by the applicant(s))



Mandate



Information to Support Your Account Leaflet (to be retained by the applicant(s))



Information about the current interest rate(s) applicable to the Account(s)



I/We agree to be bound by the terms of the Agreement.

I/We confirm that all of the information provided in or accompanying this form is true, accurate and complete.

I/We acknowledge that Bank of Scotland plc may pay commission to an introducer in consideration of the introducer introducing me/us to Bank of Scotland plc for the Account(s) and that further information about this commission is available from the introducer.

Where Bank of Scotland plc is the provider of the Scheme and where the trust deed and/or rules of the Scheme expressly permit this, I/we agree that Bank of Scotland plc can deduct from the Account(s):

- all pension scheme related costs, fees and expenses that are payable to Bank of Scotland plc as provider and/or to any "Professional Trustee", "Corporate Trustee" or administrator of the Scheme; and/or
- any tax liability of the Scheme incurred by Bank of Scotland plc and/or any "Professional Trustee" or "Corporate Trustee".

I/We agree that Bank of Scotland plc can deduct these sums without seeking further consent or authority from me/us. I/We understand that Bank of Scotland plc will give me/us fourteen days' prior written notice before it does this.

I/We confirm that the signatures set out in Section 6 below are those of all the validly appointed trustees under the Trust Deed(s) governing the Scheme.

I/We will indemnify Bank of Scotland plc for all losses, costs, claims, damages and expenses that Bank of Scotland plc suffers or incurs as a result of acting on any instructions (including instructions sent by fax provided such instructions are submitted in accordance with the Terms and Conditions of the Account(s)) given by me/us or on my/our behalf in accordance with the Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party.

- Your information will be held by Bank of Scotland plc which trades as Bank of Scotland, part of the Lloyds Banking Group.
- The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com).
- Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
- We may ask you to provide physical forms of identity verification when you open your account. Alternatively, we may search credit reference agency files in assessing your application. The agency also gives us other details and information from the Electoral Register to verify your identity.

The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.

- Under the Data Protection Act you have the right of access to your personal data. The Act allows us to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
- It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our Privacy Statement, which you can find at <http://www.lloydsbankwholesale.com/Privacy-Statement/> or you can ask us for a copy.
- By signing this application, you agree to your personal information being used in the ways we describe in our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

Before signing below, please check all the information provided in this form and make sure you have received and read the documents forming your agreement with us for the account(s).

**ALL Trustees must sign (not Authorized Signatories who are not Trustees)**

We certify that we are entitled, under the terms of the Trust Deed(s) governing the Scheme, to sign this form and to operate the Account(s) in accordance with the Signing Authority Mandate and in accordance with the Account terms and conditions. We agree to indemnify Bank of Scotland plc against any loss

suffered as a result of any operation of the Account(s) in accordance with this form and/or the Account terms and conditions which is in breach of the terms of the Trust Deed(s).

#### Trustee 1

Name

PAUL DOLAN

Signature



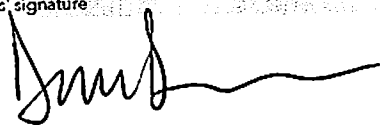
Date (DD/MM/YY)

27/04/2013

For and on behalf of the Professional / Corporate Trustee before this witness

N/A

Witness' signature



Print Witness' Name

DAVID DUNN (FCCA).

Witness' Address

Suite 3.49, CAMERBURY COURT  
1-3 BRICKN ROAD, LONDON, SW9 6DE

#### Trustee 2

Name

Signature

Date (DD/MM/YY)

For and on behalf of the Professional / Corporate Trustee before this witness

Witness' signature

Print Witness' Name

Witness' Address

## Trustee 3

Name

Signature

Date (DD/MM/YY)

For and on behalf of the Professional / Corporate Trustee before this witness

N/A

Witness' signature

Print Witness' Name

Witness' Address

## Trustee 4

Name

Signature

Date (DD/MM/YY)

For and on behalf of the Professional / Corporate Trustee before this witness

Witness' signature

Print Witness' Name

Witness' Address

Please continue signing on a separate sheet and attach if necessary

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

[www.lloydsbankwholesale.com](http://www.lloydsbankwholesale.com)

We accept calls via text relay. Please remember we cannot guarantee security of messages sent by e-mail.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc, Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. 327000. Telephone: 0570 500 5000 Authorised and regulated by the Financial Services Authority under registration number 169628.

#### 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 depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0200 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, Lloyds Bank, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, St James's Place Bank and St James's Place Private Bank. Some savings accounts under the AA Savings, Sage and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in accounts under all of these names. If you are unsure whether your account is held with Bank of Scotland plc please check your account literature.

#### Service Promise

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices. You can also find details on our website, at

<http://www.lloydsbankwholesale.com/contactus/>

## Confirmation

(Tick here if this section is not applicable)

(Tick here if the following declaration is applicable)

I/We confirm that I/we supplied the applicant(s) with each of the following documents prior to their signing this Application Form:

- All Sections of this Application Form
- Terms and Conditions of the Account
- Mandate
- Information to Support Your Account Leaflet
- Information about the current interest rate(s) applicable to the Account(s)

Name of IFA

Signed

N/A

Address (include postcode)

Date (DD/MM/YY)

### Internal use only

CMD ID

SIC CODE

### Relationship Manager approval:

Form Complete

Additional standard diligence process complete (where shaded section of table applies)

Name

OU Code

### Bank Use Only - Account details

Account name

Your account number

Sort Code

Date (DD/MM/YY)

Name

Authority held checked by RM/Originator  
Signed

The Sort Code and Account Number details of the new Account opened today must be inserted in the above boxes e.g. Account Name, Sort Code and Account No.

## HOW TO READ THESE CONDITIONS

These Conditions apply to the Pension Fund Account. Unless otherwise specified in any other terms and conditions applicable to a specific product or service, these Conditions will take precedence.

### 1 Definitions

1.1 We use the following defined terms throughout these Conditions and, unless otherwise specified, these terms have the same meaning when they are used in other documents comprising the Agreement:

**Account:** means the Pension Fund Account maintained by You.

**Agreement:** Your agreement with Us for the Account, as amended from time to time. This is made up of:

- (a) Your application form for the Account;
- (b) these Conditions;
- (c) Our Information to Support Your Account Leaflet, specifically the sections relating to interest rates and charges applicable to the Account and the timing of payments summarised in Condition 4.5;
- (d) the interest rate card (see Condition 4.7 for further details); and
- (e) any other contractual documentation You agree relating to the Account from time to time.

**Authorised Signatory:** any person nominated by You from time to time, under a Signing Authority Mandate.

**Automated Payment:** any automated payments to and from the Account which includes internal transfers between accounts held with Us, Bacs Direct Credit, CHAPS, standing orders, Direct Debit, payments using the Faster Payments Service and payments using Our online/internet banking service. Further details about these payment methods are available in the Information to Support Your Account Leaflet.

**Business Day:** any day from 9am until 5pm which is not a Saturday, Sunday or a United Kingdom bank or public holiday.

**Faster Payments Service:** means the service provided by certain UK banks and building societies enabling customers to transfer monies from an account with one participating bank or building society to another participating bank or building society with same day value.

**Information to Support Your Account Leaflet:** means the leaflet which sets out information about the Account, including the standard charges applicable and the timing of payments into and out of the Account. This leaflet is provided to You when You apply to open the Account and is available at any time by calling Us or by checking Our website.

**Instructions:** an instruction made in accordance with Condition 3 which authorises Us to pay money out of Your Account. Your instructions to make a withdrawal will be regarded as being received by Us, for transactions communicated directly to Us, at the time You or the payee ask Us to complete the transaction (for future dated payments, this means the date You set for payment).

**Lloyds Banking Group:** means Lloyds Banking Group plc, registered in Scotland number 095000 and having its registered office at The Mound, Edinburgh, EH1 1YZ, 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.

**Professional Trustee:** means the professional trustee of the Scheme (if any) named in Section 2 of the application form.

**Reference Exchange Rate:** means the exchange rate used by Us to convert foreign currency. You can find out the Reference Exchange Rate by checking Our website. Note that if You check the Reference Exchange Rate before any currency conversion takes place, the rate We provide will only be indicative.

**Reference Interest Rate:** means the Bank of England Bank Rate or such other externally set rate as We may decide from time to time. Details of the Bank of England Bank Rate are widely available in the media.

**Signing Authority Mandate:** an authorisation signed by You in relation to the Account (or Accounts) (by whatever name it is called), as amended by You from time to time, which sets out the rules under which Your Authorised Signatories can provide Instructions on Your behalf in relation to the Account (or Accounts).

**Scheme:** the registered pension scheme specified in the application form.

**Trust Deed:** means the trust deed, establishment deed or poll establishing the Scheme, together with the rules of the Scheme.

**We, Our and Us:** means Bank of Scotland plc, registered in Scotland number 327000. Registered Address: The Mound, Edinburgh EH1 1YZ and its successors and assigns. We are authorised and regulated by the Financial Services Authority (Register No. 169628).

**You and Your:** the trustees of the Scheme who have entered into the Agreement with Us.

### 2 Eligibility and Purpose

- 2.1 The minimum age for opening and operating an Account is 18 and it is only available to pension schemes which have registered status with HM Revenue and Customs.
- 2.2 You are responsible for ensuring that the Account is operated in accordance with the rules of the Trust Deed and in accordance with HM Revenue and Customs requirements.
- 2.3 We can decline to open an Account or may close an Account without giving any reason for Our decision. We will close Your Account in accordance with Condition 13.1.
- 2.4 You can only apply for an Account if the Scheme is established and controlled in the United Kingdom.

### 3 Instructions

3.1 We will accept Instructions given (i) by You or (ii) by Your Authorised Signatories in accordance with the Signing Authority Mandate.

Where an Account is opened in the name of the Scheme by two or more trustees, We have authority to debit the Account with Instructions signed in accordance with the Signing Authority Mandate and the trustees accept joint and several liability for any debt that may arise on the Account together with any interest or charges that may apply. The liability of the Professional Trustee is limited in accordance with Condition 14.4.

3.2 We will not accept Instructions given by e-mail. Before We act on the Instructions and make a withdrawal from the Account this Instruction must be submitted in one of the following ways:

- (a) by providing Your Account details to Us, Our representative or any third parties and requesting a money transfer from the Account (in accordance with Our requirements for online/internet banking services (if relevant));
- (b) by providing Your Account details and completing any necessary formalities to complete an Automated Payment from the Account (in accordance with Our requirements for online/internet banking services (if relevant));
- (c) by presenting a completed cheque to any party.

Where appropriate, the authorisation of a transaction can include authorising any single transaction, a series of recurring transactions (including transactions for an indefinite period), or pre-authorising a future transaction of a certain or uncertain amount.

3.3 Instructions for a transaction may not be withdrawn (or revoked) after the time the Instructions have been received. However, future dated transactions may be withdrawn if You or Your Authorised Signatories give notice to the supplier (where relevant) and provide a copy of any notice to Us provided the notification of cancellation is received by Us no later than close of business on the Business Day before the date set for execution.

3.4 You must indemnify Us for all losses, costs, claims, damages and expenses that We suffer or incur as a result of acting upon any Instructions given by You or Your Authorised Signatories in accordance with this Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party. This condition is without prejudice to the limitations on liability set out in these Conditions or any related conditions, for example, the use of the online/internet banking service.

### 4 Transactions on the Account

4.1 We may limit the amount You or someone else can pay into Your Account if We think this is necessary to comply with Our legal or regulatory obligations or due to system constraints.

- 4.2 The maximum deposit to any Account is £50,000,000 (or the equivalent in an appropriate currency). We can permit a deposit in excess of this amount at Our sole discretion.
- 4.3 We need advance notice where You intend to deposit more than £5,000,000 (or the equivalent in an appropriate currency).
- 4.4 You must always ensure that the cleared balance on the Account is sufficient to pay any transaction on the Account including the debiting of interest and/or any charges. You are not permitted to go overdrawn on the Account and We may refuse to allow a withdrawal where there is an insufficient cleared balance on the Account. Should circumstances arise where an overdraft is inadvertently created, overdraft interest will be charged as set out in the Information to Support Your Account Leaflet.
- 4.5 When We receive Your Instructions to make a payment on the Account We will do so within specified timescales set out in the Information to Support Your Account Leaflet. The Information to Support Your Account Leaflet details the transaction times for each type of payment and the time in the day prior to which Your Instructions must be received to allow a payment to be processed that day. If a payment is received after the designated time it will be treated as being received on the next Business Day.
- 4.6 We may not be able to carry out a withdrawal transaction if the bank or building society You are sending the payment to is not a member of the Faster Payments Service or if the amount of the payment exceeds the Faster Payments Service value limit (available at [www.bankofscotland.co.uk/corporateterms](http://www.bankofscotland.co.uk/corporateterms)). If We cannot process a withdrawal transaction using the Faster Payments Service, We will notify You or otherwise make this information available to You, 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.
- 4.7 Interest will be paid on the Account at the rate set out in Our current interest rate card, or as separately agreed with Us. You can check the interest rates that apply to Your Account at any time by calling Us or by checking Our website <http://www.lloydsbankwholesale.com/Corporate-terms/BankofScotland/Interest-rates-and-charges/Interest-rates/Deposit-accounts/>.
- 4.8 Interest is calculated daily on the cleared balance of the Account and applied in accordance with the Bank's standard interest rate cycle (as communicated to You from time to time).
- 4.9 Interest is paid after deduction of withholding tax unless We have received satisfactory documentation allowing Us to pay You interest gross.
- 4.10 If the Account is to be closed We will work out the interest We have to pay to You up to the day before the Account is closed.
- 4.11 Where the interest rate applicable to the Account is linked to a Reference Interest Rate and due to a fall in the Reference Interest Rate the interest rate to be applied to the Account falls below 0%. We may change the interest rate so that it remains above 0%. This replacement interest rate will apply until the Reference Interest Rate increases and the usual interest rate applicable to the Account at that time rises above 0% again. When this happens, the usual interest rate will then apply again.

## 5 Cheques

- 5.1 If You put a future date on a cheque, We can still pay it before the date of the cheque. If this happens We will not pay You for any loss that You suffer as a result.
- 5.2 Unused cheques belong to Us. You must return them to Us (or to someone acting for Us) if We ask You to do so.
- 5.3 A cheque written by You may be stopped if You tell Us before We are asked to pay it.
- 5.4 Further details about payments by cheque and Our cheque clearance procedures can be found in the Information to Support Your Account Leaflet.

## 6 Internet Banking

You may be able to subscribe to internet or electronic services on the Account. These services are governed by separate terms and conditions which are available on request and will be provided if the services are available and You subscribe to them.

## 7 Refunds

- 7.1 You may be entitled to claim a refund in relation to an Automated Payment paid out of the Account where:
- the transaction was not authorised under this Agreement;
  - We are responsible for a transaction which has been incorrectly executed and You have notified Us in accordance with Condition 7.3;
  - a pre-authorised transaction (excluding Direct Debits) did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than You could reasonably have expected taking into account normal spending patterns on the Account or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if You have consented to the transaction; or the amount of the transaction was made available to You at least 4 weeks before the transaction date; or the refund request is made more than 8 weeks after the transaction is debited to the Account.
- 7.2 Direct Debit refunds will be made in accordance with the Direct Debit Scheme rules.
- 7.3 If You become aware of a transaction which has not been properly authorised or has been incorrectly executed on the Account You must notify Us by calling Us on the number on Your statement. This notification must be provided as soon as You become aware of the error and in any event within 13 months of the date of the transaction. If You do not notify Us within these timescales You are not entitled to a refund under Condition 7.1.
- 7.4 We may make such reasonable investigations and enquiries as are necessary to establish whether or not the transaction has been properly authorised or correctly executed.
- 7.5 If You are entitled to a refund We will reimburse You for any interest and charges You have incurred as a result of the incorrect execution. We will not be responsible for any indirect or consequential loss resulting from the incorrect execution of the transaction.

## 8 Charges

- 8.1 Unless charges are agreed separately with Us the charges applicable to the Account are as set out in the Information to Support Your Account Leaflet.
- 8.2 We will tell You the charge for any ancillary service when You ask to use it.

## 9 Account Information and Notices

- 9.1 We will send You regular statements for the Account. The frequency of these statements will be monthly unless otherwise agreed with Us.
- 9.2 We will send all Account statements and notices to the contact name and address You give Us from time to time. Statements cannot be sent to multiple addresses.
- 9.3 We will send one copy of each statement or notice in accordance with Condition 9.2. A duplicate copy of each statement will be forwarded to the nominated contact address on Your application form.
- 9.4 Where You have opted to receive a statement at intervals greater than monthly You can request, and We will provide You with, the following information on any transaction:
- details of the transaction into and out of the Account including a reference enabling You to identify the transaction;
  - the amount of the transaction;
  - any charges applied to the Account in relation to the transaction;
  - in the case of a payment out of the Account, the date of receipt of the transaction instruction, or in the case of a payment into the Account, the date of payment of those funds into the Account.

To request this information please contact Us using the number provided on Your statements.

- 9.5 Our address for notices and general correspondence in relation to the Account is: Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE. We will not be deemed to have received notice from You unless We actually receive it in writing at this address.

## 10 Changes to Your Information

- 10.1 You must notify Us promptly in writing (not by fax) of any change in the information You have given Us, such as Your name, address, contact details, officers, Authorised Signatories or Signing Authority Mandate. We may specify the form in which You provide such notification and ask You to provide evidence of any change.
- 10.2 Where You appoint a new Authorised Signatory, You must complete a new Signing Authority Mandate. We must be satisfied with Our identification and other checks in relation to the new Authorised Signatory before We will be prepared to accept Instructions from that person.
- 10.3 Where you appoint a new trustee, We must be satisfied with Our identification and other checks in relation to the new trustee before We will be prepared to accept instructions from that person. The new trustee must agree to the terms of this Agreement.
- 10.4 For practical reasons, it normally takes Us seven Business Days to process notice of any changes to Your Signing Authority Mandate. Until We have processed Your notice, We can continue to rely on Your existing Signing Authority Mandate.

## 11 Changes to this Agreement, Interest Rates and Charges

- 11.1 We can vary this Agreement, the charges and the interest rates applicable to the Account at any time. We will only vary this Agreement, the charges or interest rates by giving You at least two months' notice. Where We give You notice of a change under this Condition 11.1, the change will automatically take effect and You will be taken to have accepted the change unless You notify Us that You do not agree to the change as soon as possible and in any event by the end of the two month period. If You notify Us that You do not agree to the change, We will take this as notification that You wish to close the Account immediately. We will only vary this Agreement or change interest rates and charges to reflect changes in market conditions, good banking practice and legislation.
- 11.2 In the event of a disagreement with You as to the level of fees or charges applicable to the Account, the fees and charges set out in the Information to support your Account leaflet (as varied from time to time) will apply.
- 11.3 Where We make a change in accordance with Condition 11.1, We will send You written notice at the last address known to Us.
- 11.4 Condition 11.1 does not apply to any change in the interest rate applied to the Account where:
- the change is to Your advantage; or
  - the interest rate applied to the Account is linked to the Reference Interest Rate and the change is made to reflect exactly the amount of any change in the Reference Interest Rate.

Where We make a change to the interest rate applied to the Account under Condition 11.4(a) and 11.4(b) the change will be applied to the Account immediately and:

- in respect of changes made under Condition 11.4(a), You will be notified by letter, statement insert or message as soon as possible after the change has taken effect. Information about the change will also be available on Our website; or
- in respect of changes made under Condition 11.4(b), details will be made available by letter, statement insert or message as soon as possible after the change has taken effect. Information about the change will also be available on Our website.

- 11.5 The addition of new services to this Agreement, which do not change these Conditions or other conditions relating to any existing payment service will not be treated as a change and therefore will not require the two month notice period specified in Condition 11.1.

## 12 Blocking the Account

- 12.1 We can refuse to carry out a transaction if We reasonably think that:

- You or someone else is using the Account illegally or fraudulently or outside the terms of the Agreement between You and Us;
- doing so might cause Us (or another company in the Lloyds Banking Group) to breach a legal requirement or might expose Us (or another company in the Lloyds Banking Group) to action from any government or regulator;

- You are the subject of a bankruptcy order or administration order or You have entered into a voluntary arrangement with Your creditors or where We reasonably believe that any of these are likely to happen;
- the relationship between You and Us has irretrievably broken down (for example You have been threatening or abusive to Our staff);
- there is a dispute (which We reasonably believe to be genuine) about the ownership or entitlement to the money in the Account;
- the payment seems unusual compared with the way You normally use Your Account;
- the terms of the payee's account prevent completion of the transaction;
- there are technical issues which prevent Us from executing the transaction;
- circumstances beyond Our reasonable control prevent Us from offering a normal service (such as computer failure or industrial action).

In addition, We may decide not to process payments to or from a limited number of countries. We will tell You which countries if You ask Us or if You try to make a payment there.

- 12.2 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in Our reasonable opinion is likely to result, in a breach by Us or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and We will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

- 12.3 Provided it would not be unlawful for Us to tell You why We refused to authorise the transaction, We will notify You, either verbally or in writing when We have done this, within the designated maximum execution times for payment transactions set out in the Information to Support Your Account Leaflet.

- 12.4 You can also contact Us to find out (unless the law prevents Us from telling You) why We have refused to act on Your instruction and how You can correct any factual errors that led to Our refusal.

## 13 Closing the Account

- 13.1 We may terminate this Agreement and close the Account by giving You at least two months' prior written notice. However, We may terminate this Agreement with immediate effect by giving notice to You if We reasonably consider that by continuing the Agreement We (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator or if You commit a material breach of the Agreement or become insolvent under the laws of any applicable jurisdiction.

- 13.2 You may terminate this Agreement and close the Account at any time by giving Us written notice. You must return all cheque books and pay Us any balance You owe on the Account. Any Instructions received prior to Us receiving such notice will be processed before We close the Account.

- 13.3 You will remain liable for all transactions or obligations and related interest and charges which are incurred before, during and after closure of the Account. However where charges for services are levied on a regular basis, such charges will be apportioned up until the time of the termination of this Agreement and any charges paid in advance will be reimbursed by Us proportionally.

- 13.4 If the Account is closed We will return any money on the Account along with any interest We owe You on the Account.

- 13.5 If any of the trustees is an individual and that person dies, We will act on the instructions of:

- the remaining trustee(s), if there are any (this would include any "Additional Trustees" or "Reserve Trustees" who have been appointed to act on the death of the current trustee under the terms of the Trust Deed, provided they agree to be bound by the terms of this Agreement); or

- (b) if there are no trustees remaining, the "Plan Trustee" (if any) appointed under the terms of the Trust Deed, failing which the personal representatives of the deceased trustee,

and in either case We will tell the person(s) instructing Us what documentation We will need in order to accept and act on their instructions.

- 13.6 If the Scheme ceases to exist the Account holders must close the Account. Until such time as the Account is closed the Account holders will continue to be liable for transactions made on the Account.

### 13.7 Cancellation of the Account

If within 14 days of opening the Account You decide that You no longer want it, if appropriate, We will help You switch to another account with Us, or if You prefer You may terminate this Agreement and close the Account. We will refund any money paid into the Account and pay interest on the sum refunded. However, You may not be entitled to a refund of any charges applicable to any transactions made during the cancellation period. You should send a written cancellation instruction to Bank of Scotland, Corporate, Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE. If You do not exercise Your right to cancel You may still close Your Account at any time in accordance with Condition 13.2.

### 14 Liability

- 14.1 Where a transaction is properly authorised in accordance with Condition 3, We are responsible for the correct execution of Automated Payments into and out of the Account unless We can prove that the error in the execution of the Automated Payment was due to the fault of the payee's or payer's bank or building society (as the case may be). Where We are liable for an incorrectly executed transaction out of the Account We will restore Your Account to the state in which it would have been had the defective payment not taken place. Where We are liable for the misallocation or failure to collect funds in to Your Account we will restore Your Account to the state it would have been in if the payment had been correctly made.
- 14.2 Where You wrongly identify the person and/or Account (including account number and sort code) to which a payment should be made, We will make reasonable efforts to recover the payment made, but We will not be liable for any losses which may be incurred by You. Our charge for tracing the payment is set out in the Information to Support Your Account Leaflet.
- 14.3 If We discover that a payment that has been credited to Your account has been made by mistake, or if a payment is recalled by the bank that made it, We reserve the right to debit Your account with the amount of that payment, provided that such funds have not already been passed on to the underlying beneficiary. We may debit your account even if this would result in it going into an unauthorised overdraft and You may have to pay any charges that may result for an unauthorised overdraft in these circumstances.
- 14.4 We will not be liable for any losses (including indirect and consequential losses), costs, claims, damages and expenses suffered or incurred by You where You have been grossly negligent or where We are unable to perform Our obligations under this Agreement due to abnormal or unforeseeable circumstances beyond Our reasonable control. This Condition does not exclude or restrict any liability that the law says We cannot exclude or restrict.
- 14.5 Where You are a Professional Trustee, Your liability to Us will not exceed the value of the assets of the trust (or scheme).
- ### 15 Currency Conversion
- 15.1 If You want to make a payment in a foreign currency We will change the payment from pound sterling to the relevant currency before making the payment or giving You the currency. The exchange rate that will apply will be the Reference Exchange Rate which is available as set out in the Information to Support Your Account leaflet.
- 15.2 If You receive money into the Account in a different currency to the currency of the Account We will change the amount of the payment into pounds sterling on the day We pay it into Your Account. The exchange rate that will apply will be the Reference Exchange Rate which is available as set out in the Information to Support Your Account leaflet.
- 15.3 We can make immediate changes to the Reference Exchange Rate.

### 16 Complaints

If You have a complaint about the Account, You should contact Us either in writing or telephone. A copy of our complaints procedure is available on our website at <http://www.lloydsbankwholesale.com/contactus/>. If You are not satisfied with the way We deal with Your complaint You may be entitled to refer this to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

### 17 General

- 17.1 This Agreement continues until the Account is closed in accordance with Condition 13.
- 17.2 This Agreement is personal to You and You cannot assign or transfer any of Your rights or obligations under this Agreement to anyone unless We agree. You cannot grant any security over any Account (except in favour of Us).
- 17.3 We can assign, novate or transfer any of Our rights and obligations under this 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 that assignment/assignment, novation or transfer effective.
- 17.4 Where You have more than one account with Us, there are certain circumstances where We may be entitled to take money from the Account in order to set off the amount owed on another account. We can do this without giving You notice. We can make any currency exchanges necessary for this right of set-off. In the case of trustees, We can only enforce this right where the monies We owe to You, and the monies and liabilities You owe to Us, relate to You as trustee(s) of the same trust or pension scheme.
- 17.5 If, by mistake, We do not display a notice or information about the Reference Interest Rate in all branches, the notice will still be valid.
- 17.6 Telephone calls to or from Us may be recorded for security purposes and monitored under Our quality control procedures.
- 17.7 If We fail or delay in exercising or applying any term of this Agreement, this does not mean that We have waived that term.
- 17.8 We are licensed under the Consumer Credit Act by the Office of Fair Trading under licence number 0593292.
- 17.9 This Agreement is in English and all communications between You and Us will be in English.
- 17.10 You may request a copy of these Conditions at any time.
- 17.11 Each paragraph and sub-paragraph in these Conditions is separate to the others. This means that if We cannot enforce one paragraph or sub-paragraph in these Conditions this will not affect Our right to enforce any other paragraph or sub-paragraph.
- 17.12 Nobody other than Us or You can enforce any part of this Agreement, under the Contracts (Rights of Third Parties) Act 1999.
- 17.13 This Agreement and all non-contractual obligations out of or in connection with this Agreement shall be governed by and construed according to English law and You submit to the exclusive jurisdiction of the English courts, unless (a) You are a company (or other incorporated body) and Your registered office is situated in Scotland, (b) You are a sole trader and Your business operates from Scotland or (c) You are an unincorporated body and Your central management and control is exercised from Scotland, in which case this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed according to Scottish law and You submit to the exclusive jurisdiction of the Scottish courts.

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

[www.lloydsbankwholesale.com](http://www.lloydsbankwholesale.com)

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We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices. You can also find details on our website, at

<http://www.lloydsbankwholesale.com/contactus/>.

#### **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 depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call 020 7892 7300 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Midshires (BM Savings), Bank of Scotland, Bank of Scotland Private Banking, Bank of Scotland Germany, Bank of Scotland The Netherlands, Bank of Scotland Treasury, Lloyds Bank, Lloyds Bank Corporate Markets, Lloyds TSB Corporate Markets, St James's Place Bank and St James's Place Private Bank. Some savings accounts under the AA Savings, Saga and Charities Aid Foundation brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in accounts under all of these names. If you are unsure whether your account is held with Bank of Scotland plc please check your account literature.

#### **Service Promise**

We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible. If you would like a copy of our complaint procedures, please contact your relationship manager or any of our offices. You can also find details on our website, at

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