

Corporate Purchasing Card Business application

Useful information

All changes made to this form must be made in manuscript by striking out and/or adding appropriate wording and initialling the changes.

Please cross through all sections which are not completed.

References to "I" / "we" / "our" or "the Business" in Sections 1 to 10 and also Section 12 are the Business named below and (as the context requires) to the Business and financial and other affairs of that Business.

*** Fields marked with an asterisk must be completed.**

Once approval has been gained, please send completed form to your Relationship Manager.

1 Customer Data Privacy Notice

Who looks after your personal information

Your personal information will be held by Lloyds Bank plc, part of the Lloyds Banking Group. More information on the Group can be found at www.lloydsbankinggroup.com

How we use your personal information

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the products we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services, including some automated decision making. You can find out more about how we do this, and in what circumstances you can ask us to stop, in our full privacy notice.

Who we share your personal information with

Your personal information will be shared within Lloyds Banking Group and other companies that provide services to you or us, 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 our customers' needs, run accounts and policies, and provide products and services efficiently. This processing may include activities which take place outside of the European Economic Area. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your personal information with credit reference agencies below and can access more information about how else we share your information in our full privacy notice.

Where we collect your personal information from

We will collect personal information about you from a number of sources including:

- information given to us on application forms, when you talk to us in branch, over the phone or through the device you use and when new services are requested.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from or through other organisations (for example card associations, credit reference agencies, insurance companies, retailers, comparison websites, social media and fraud prevention agencies).
- in certain circumstances we may also use information about health or criminal convictions but we will only do this where allowed by law or if you give us your consent.

You can find out more about where we collect personal information about you from in our full privacy notice.

Do you have to give us your personal information

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. Failure to provide this information may prevent or delay us fulfilling these obligations or performing services.

What rights you have over your personal information

The law gives you a number of rights in relation to your personal information including:

- the right to access the personal information we have about you. This includes information from application forms, statements, correspondence and call recordings.
- the right to get us to correct personal information that is wrong or incomplete.
- in certain circumstances, the right to ask us to stop using or delete your personal information.
- the right to receive any personal information we have collected from you in an easily re-usable format when it's processed on certain grounds, such as consent or for contractual reasons. You can also ask us to pass this information on to another organisation.

You can find out more about these rights and how you can exercise them in our full privacy notice.

Other Individuals you have financial links with

We may also collect personal information about other individuals who you have a financial link with. This may include people who you have joint accounts or policies with such as your partner/spouse, dependents, beneficiaries or people you have commercial links to, for example other directors or officers of your company.

We will collect this information to assess any applications, provide the services requested and to carry out credit reference and fraud prevention checks. You can find out more about how we process personal information about individuals you have a financial link in our full privacy notice.

How we use credit reference agencies

In order to process your application we may supply your personal information to credit reference agencies (CRAs) including how you use our products and services and they will give us information about you, such as about your financial history. We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We may also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time, information on funds going into the account, the balance on the account and, if you borrow, details of your repayments or whether you repay in full and on time. CRAs will share your information with other organisations, for example other organisations you ask to provide you with products and services. Your data will also be linked to the data of any joint applicants or other financial associates as explained above.

You can find out more about the identities of the CRAs, and the ways in which they use and share personal information, in our full privacy notice.

How we use fraud prevention agencies

The personal information we have collected from you and anyone you have a financial link with may be shared with fraud prevention agencies who will use it to prevent fraud and money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our full privacy notice.

Our full privacy notice

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full privacy notice, which you can find at <http://commercialbanking.lloydsbank.com/privacy/> or you can ask us for a copy.

How you can contact us

If you have any questions or require more information about how we use your personal information please speak to your usual bank contact in the first instance.

If you feel we have not answered your question Lloyds Banking Group has a Group Data Privacy Officer, who you can contact on 0345 602 1997 or from abroad +1733 347 007 and tell us you want to speak to our Data Privacy Officer.

Version Control

This notice was last updated in May 2022

Full business name *

Full legal entity name, as appears on Companies House where applicable

New business name to appear on account *

Introducer Bank *

Address for correspondence *

(this should be the Business address where the initial cards are to be delivered)

Company Registration Number (CRN)

If less than 8 characters, please precede with zero's

Standard Industry Classification Code (SIC Code)

City *

Postcode *

If company not registered on Companies House then indicate type of business, please complete from below list and then give business type:

We require at least 2 programme administrators ('PAs') to govern your programme successfully. To list additional PAs, please attach the 'Programme/Travel Administrator form' to the back of this application.

Primary Programme Administrator's details ?

Title * Mr Mrs Miss Ms Other (please specify)

☐ ☐ ☐ ☐

Full name *

Business contact numbers and area dialling codes (minimum 1 required) *

Telephone

Mobile

E-mail address *

Date of birth *

Password (maximum 15 characters) *

Important. Please keep for future reference.

Your password will be required when contacting Customer Service.

Guidance. The following characters are accepted: A-Z, a-z, 0-9, . & * ! @ ' - /

Your signature *

Date *

Secondary Programme Administrator's details ?

Recommended for business cover

Title Mr Mrs Miss Ms Other (please specify)

☐ ☐ ☐ ☐

Full name

Business contact numbers and area dialling codes (minimum 1 required)

Telephone

Mobile

E-mail address

Date of birth

Password (maximum 15 characters)

Important. Please keep for future reference.

Your password will be required when contacting Customer Service.

Guidance. The following characters are accepted: A-Z, a-z, 0-9, . & * ! @ ' - /

Your signature *

Date

3

Statement dates

What date would you like your statement produced each month? *

2nd

☐

9th

☐

17th

☐

26th

☐

What type of statements do you require:
e-statements (view via Online Card
Management System (OCMS))

☐

Paper statements

☐

Please select who statements to be sent (for paper statements only) *

Primary PA

☐

Cardholder

☐

(Please select 'Primary Programme Administrator' only if you would like all
cardholder statements to be sent centrally to a central point of contact)

4

Payment

Payment will be made by central customer settlement *

☐

Central customer settlement – the total spend across all cards during
the billing cycle is settled by a single Direct Debit from the customer's
bank account

(Business settles outstanding balance on behalf of all cardholders)

Note: in all cases, settlement bank accounts must be your business bank accounts, we cannot settle cards from personal bank accounts

5

Card details

For all new cardholders, the first card will be sent to the primary Programme Administrator

For any subsequent renewal or replacement cards will be sent directly to your
cardholders, unless stated below.

Programme Administrator

☐

Please cross box if you wish all cards to be sent to the PA

Business name to appear on cards (please indicate text in boxes, 21 characters, no symbols or accents) *

6

Cash access and cardholder limits

Will cash access be required? *

Yes

No

If no please select the box and move on to Section 7.

☐☐

Note: Cardholders cannot obtain cash from Lloyds Banking Group branch counters.

7

Online Card Management System (OCMS)

OCMS, the online card management system, is available to the PA and all
cardholders at no additional charge. Your VAT reports will be available for you to
download via OCMS.

Information will be sent to your PA about these services once your account is set up.

8

Expense Confirmation Form

For use by Businesses who do not have an electronic expense management system.

This Expense Confirmation Form enables the cardholder to obtain reimbursement
in respect of Business spend. Cardholders must complete the form and submit it to
the Business to enable payment and reconciliation of the Corporate Purchasing
Card Business account.

Do you require an Expense Confirmation Form?

Yes

☐

No

☐

The Expense Confirmation Form will be enclosed with the cardholder statement.

To be completed by the Programme Administrator.

Merchant Category Group (MCG) blocking will prevent cardholder spend on certain goods and services. This functionality is optional, but you can tailor it at programme or cardholder level.

Will you require MCG blocking?

By ticking 'yes', you will be able to choose which MCG to be blocked.

Yes

No

☐☐

Please complete the sections below.

Indicate which codes you would like to block (up to a maximum of 11)

MCG Blocking

You can choose to block spend in up to 11 categories from the following list. If selected this will be applied to all cardholders in the programme. However, if you require individual settings at cardholder level you can select these on the cardholder application.

1	Building Services	<input type="checkbox"/>	18	Statutory bodies	<input type="checkbox"/>
2	Building Materials	<input type="checkbox"/>	19	Office Stationery, Equipment and Supplies	<input type="checkbox"/>
3	Estate and Garden Services	<input type="checkbox"/>	20	Computer Equipment and Services	<input type="checkbox"/>
4	Utilities and Non Automotive Fuel	<input type="checkbox"/>	21	Print and Advertising	<input type="checkbox"/>
5	Telecommunication Services	<input type="checkbox"/>	22	Books and Periodicals	<input type="checkbox"/>
6	Catering and Catering Supplies	<input type="checkbox"/>	23	Mail and Courier Services	<input type="checkbox"/>
7	Cleaning Services and Supplies	<input type="checkbox"/>	24	Miscellaneous Industrial/Commercial Supplies	<input type="checkbox"/>
8	Training and Education	<input type="checkbox"/>	25	Vehicles, Servicing and Spares	<input type="checkbox"/>
9	Medical Supplies	<input type="checkbox"/>	26	Automotive Fuel	<input type="checkbox"/>
10	Staff – Temporary and Recruitment	<input type="checkbox"/>	27	Travel	<input type="checkbox"/>
11	Business Clothing and Footwear	<input type="checkbox"/>	28	Auto Rental	<input type="checkbox"/>
12	Mail Order/Direct Selling	<input type="checkbox"/>	29	Hotels and Accommodation	<input type="checkbox"/>
13	Personal Services	<input type="checkbox"/>	30	Restaurants and Bars	<input type="checkbox"/>
14	Freight and Storage	<input type="checkbox"/>	31	General Retails and Wholesale	<input type="checkbox"/>
15	Professional Services	<input type="checkbox"/>	32	Leisure Activities	<input type="checkbox"/>
16	Financial services	<input type="checkbox"/>	33	Miscellaneous	<input type="checkbox"/>
17	Clubs/Associations/Organisation	<input type="checkbox"/>			

- You can also choose to divert some spend categories to a diversion account. By using this feature you can choose to send specific spend to be paid using a Company Pay Facility and the remaining spend to be paid by an Individual Pay Facility.

Will you require a Diversion Account?

Yes

No

☐☐

If yes your Implementation Manager will contact you to discuss your requirements and discuss in detail how the relevant spend will be paid.

10 Declaration, authorisation and business purposes exemption

This declaration should be signed in accordance with your existing Bank mandate or a Resolution.

1. I/We request you to issue a Corporate Purchasing Card ("the Card") to cardholders as determined by the Business from time to time and in accordance with the Terms and Conditions attached to this agreement. I/We acknowledge that these Cards will be issued subject to the Corporate Purchasing Card Conditions of Use, attached to the Cardholder Application, as amended from time to time, a copy of which, as in effect at the date of this agreement, has been supplied to me/us.
2. You are authorised to debit our account stated in the attached Direct Debit authorisation with all transactions effected under the Cards together with any interest thereon and with any fees or charges whether the account is in credit or overdrawn as a result of such debit. I/We will be responsible for any overdraft created together with any interest thereon.
3. I/We have read and agree to the Terms & Conditions included with this application.
4. By signing this application I/we confirm that:
 - I/We (or the group which the Business forms part of) has an annual turnover of more than £25m, or that my Relationship Manager has confirmed the Corporate Purchasing Card service is appropriate for me/us.
5. **Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)**
 - i I am/We are entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.
 - ii I/We understand that I/We will not have the benefit of the protection and remedies that would be available to me/us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
 - iii I/We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.
 - iv I am/We are aware that, if I am/we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we should seek independent legal advice.

For and on behalf of (Business name)

First signature *

Date * / /

Second signature(s)

Date / /

Third signature(s)

Date / /

LLOYDS BANK

Please complete this mandate and forward it with your Application form to your Programme Administrator.

To the Manager

Name and full postal address of your Bank/Building Society *

City *

Postcode *

The name(s) on your account *

Branch sort code *

Bank/Building Society account number *

Service User Number

8 3 0 7 2 9

Reference number

Instruction to your Bank or Building Society

Please pay Lloyds Bank plc re: Lloyds Bank Corporate Purchasing Card from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Lloyds Bank plc re: Lloyds Bank Corporate Purchasing Card and, if so, details will be passed electronically to my Bank/Building Society.

If you use a digital ID, this is in substitution of a signature but it is intended to have the same effect as a "wet" signature to demonstrate acceptance of the terms of the documents attached to this email.

Your signature *

Date * DD / MM / YYYY

Your signature

Date DD / MM / YYYY

Your signature

Date DD / MM / YYYY

Banks and Building Societies may not accept Direct Debit Instructions for some type of accounts.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit Lloyds Bank plc will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Lloyds Bank plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Lloyds Bank plc or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society:
 - If you receive a refund you are not entitled to, you must pay it back when Lloyds Bank plc asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Please detach this Guarantee and keep it for your records.

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Corporate Purchasing Card Part A - General Conditions

These terms and conditions are not regulated by the Consumer Credit Act 1974.

In these terms and conditions, we use headings to make them easier to read. They do not affect how the terms and conditions are interpreted.

<p>About us</p> <p>We or us are Lloyds Bank plc registered in England and Wales with a registered office address of 25 Gresham Street, London EC2V 7HN and a registered company number of 2065 (and any successors or assigns of Lloyds Bank plc).</p>	<p>About you</p> <p>You are the business we maintain the Business Account for. If you are a partnership of two or more persons, the Agreement applies to each of you and you'll be responsible both individually and as a group (this is known as 'joint and several' liability).</p> <p>You must be using the Services in the course of your business. You must tell us promptly about any changes to your business.</p>
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1. Our Agreement with you

Our **Agreement** with you is made up of these General Conditions (Part A), the Product Conditions (Part B) for each corporate card product you have with us, the product Charges, and any additional conditions regarding the Services that we agree with you in writing from time to time. The General Conditions (Part A) contain the main terms for our relationship with you. The Product Conditions (Part B) contain terms that are specific to the corporate cards products you have with us. If there is any conflict between the General Conditions and Product Conditions, the Product Conditions will override the General Conditions. Any additional conditions will override both the General Conditions and Product Conditions. You can ask us for a copy of the Agreement at any time.



Words we use: Sometimes we give specific meanings to words, so we have capitalised them when they are used in the Agreement. We explain those words here or where we use them.

Agreement: these General Conditions (Part A), the Product Conditions (Part B) for each corporate card product you have with us, the product Charges and any additional conditions regarding the Services that we agree with you in writing from time to time.

Authorisation: the consent we give to a Supplier or its payment service provider (via the relevant Payment Scheme) to submit a Transaction for processing and settlement.

Business Account: the control account in your name that we open and maintain to provide the Services to you.

Business Application: your application to us for the Services.

Business Day: 8am to 8pm Mondays to Fridays except public and bank holidays in England and Wales or Scotland (if in Scotland), and Saturdays 9am to 4.30pm.

Business Statement: the statement of the Business Account.

BTS Details: if applicable, the 16-digit number (including any renewal or replacement number) issued to a Cardholder under the Agreement that identifies the Business Account and is needed to make Transactions.

Card: if applicable, any card or Embedded Payment Solution (including renewal, replacement and additional Cards) denominated in the Currency issued under the Agreement for use by a Cardholder (or User in the case of an Embedded Payment Solution only) on your behalf.

Card Number: the 16-digit number that identifies each individual Card and appears on the face of the Card.

Cardholder: your employee, contractor or agent who is authorised by you to use a Payment Device.

Cardholder Account: the account we open and maintain for each Cardholder, which records Transactions made by that Cardholder.

Cardholder Application: the application from each Cardholder.

Cardholder Limit: the maximum amounts of spending permitted for each Cardholder each month (including any Transactions not yet debited and any Authorisations we have given regarding prospective Transactions).

Cardholder Statement: the statement of a Cardholder's Transactions we provide or make available.

Charges: the charges that apply to the Services as agreed, which may be varied and notified to you in writing from time to time under the Agreement. Details of charges can be found at <http://commercialbanking.lloydsbank.com/commercial-terms/>

Charity: any body whose annual income, at the date of entering into the Agreement, is less than £1 million and is:

- in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005; or
- in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

Conditions of Use: the conditions for use of the Services by Cardholders and Users (as amended from time to time) which can be found on our Website (where applicable).

Currency: the Currency stated in the Business Application.

Embedded Payment Solution: if applicable, card details (including any renewal or replacement details) issued under the Agreement for use by a Cardholder or User to make purchases through a Supplier.

Introducer: the bank or financial institution named as the introducer on the Business Application.

Introducer MSA: the master services agreement between us and the Introducer relating to the provision of the Services to you.

Liability: all liability arising out of or in connection with the Agreement, however caused (including by negligence).

Words that we use - continued

Lloyds Bank Relationship Manager: our representative appointed as Lloyds Bank Relationship Manager to the Introducer.

Lloyds Banking Group: Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries from time to time.

Micro-enterprise: an enterprise that employs fewer than ten people and has an annual turnover or annual balance sheet total that does not exceed two million euro.

Non-Currency Transaction: a Transaction that is not in the Currency.

OCMS: online card management service tool, which is the internet-based enquiry and maintenance service we provide regarding the Services. OCMS includes the services called commercial card internet servicing (CCIS) and commercial cards data management (CCDM).

Payment Account: the account nominated by you for payments of Transactions and Charges. It must be a business account and not a consumer account.

Payment Device: any personalised device or set of procedures to access an account, give instructions or execute a Transaction. These include a Card, Card Number, Embedded Payment Solution details, BTS Details, Virtual Card, VCN, RCN, Supplier Card, electronic wallet, use of a password, security details or PIN.

Payment Scheme: Visa or Mastercard (as applicable).

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to Non-Currency Transactions to convert them to the currency of the Business Account. The relevant rate (depending on the Payment Scheme relevant to your Product) can be found at:

- **Visa** – www.visaeurope.com/making-payments/exchange-rates
- **Mastercard** – www.mastercard.com/global/currencyconversion

Payment Services Regulations: the Payment Services Regulations 2017.

PIN: the personal identification number issued to or selected by Cardholders.

Product: the product stated in the Business Application.

Programme Administrator: the representatives you nominate from time to time on the forms we provide for this purpose, or through OCMS, who will carry out the functions set out or referred to in the Agreement as being for the Programme Administrator. If your Product is the Business Travel Solution, we sometimes refer to the Programme Administrator as your Nominated Travel Administrator.

RCN: real card number – if applicable, the RCN is linked to a particular Cardholder Account that provides the funding card and settlement account for VCNs.

Scheme Limit: the maximum amount of credit given to you under the Agreement each month.

Services: the services we are to provide under the Agreement, together with any other services associated with a Payment Device that we or another member of Lloyds Banking Group may make available from time to time.

Supplier Card: if applicable, the Virtual Card we issue to you for use in funding and settling all Transactions with a nominated Supplier.

Supplier: any person or entity who agrees, by arrangement with us or the Payment Scheme (or both), to accept the Payment Device as payment for goods or services (or both).

Third Party Provider (TPP): a third party provider authorised by law to access information from your payment accounts - for example, an account aggregator that gives you a consolidated view of your account information across multiple providers.

Transaction: any payment or cash withdrawal made using a Payment Device.

User: your employee, contractor or agent authorised by you from time to time to use Embedded Payment Solution details that are in a Cardholder's name to make purchases through a Supplier.

Virtual Card: if applicable, card details used to make a payment but not provided in any physical state or form.

VCN: virtual card number: if applicable, a unique VCN is linked to an RCN to make a Transaction.

Website: www.lloydsbankcommercial.com or any other URL we tell you about.

When we refer to any law in these terms and conditions, this includes any secondary law made under it and any amendments or replacements (or both) of that law.

2. Term

This Agreement will continue until you or we end it (see "Ending the Agreement").

3. Scheme Limit and Cardholder Limits

The Scheme Limit is agreed with you when you apply for your Product and shown in your Business Statement. You must choose a Cardholder Limit for each Cardholder, which must not exceed the Scheme Limit. Each Cardholder must never exceed their Cardholder Limit. In deciding whether or not any such limits have been exceeded, we will look at the amount of any Transaction not yet debited and any authorisation we have given regarding a prospective Transaction.

The Introducer may change the Scheme Limit if it considers this to be appropriate (in its absolute discretion), by contacting us to request the change. The Introducer may also change a Cardholder Limit in the same way as long as the requested Cardholder Limit does not exceed the Scheme Limit. We do not have to implement the change, or any limit that the Introducer agrees with you, if doing so would exceed the spending limit we have granted the Introducer.

We are not liable for any refusal by the Introducer to increase the Scheme Limit or a Cardholder Limit.

We will not increase the Scheme Limit or any Cardholder Limit without telling you. You can refuse any increase and we will tell you at the time how to do this. In some circumstances, we may lower the Scheme Limit. Generally, we will tell you in advance if we intend to do this but may not always do so. If the Scheme Limit is reduced, individual Cardholder Limits may also be reduced. If the Scheme Limit or any part of it has been unused for a six-month period, we may reduce the Scheme Limit, taking into account your product spending profile in the six months before that period.

We can decline Transactions that take a Cardholder over their Cardholder Limit or take you over the Scheme Limit. But if we do allow them, you must repay us the excess and any charges you owe us as soon as we ask you to.

How you can change your limits is set out below.

Change the Scheme Limit	Change the Cardholder Limit
<p>Using the form we provide or contacting the Introducer.</p> <p>Any increase is subject to our credit review and approval process, and to the spending limit we have granted the Introducer. You may also ask us to decrease your Scheme Limit subject to any minimum we require.</p>	<p>You or the Programme Administrator can ask us or the Introducer in writing.</p> <p>If the new Cardholder Limit remains within the Scheme Limit, we will put it in place within 10 Business Days after you have asked us to.</p> <p>The Programme Administrator is responsible for telling the Cardholder about changes in their Cardholder Limit.</p>

4. If you don't pay on time

You must pay Charges on any sum you don't pay on time. You can find details of Charges on our Website or are as otherwise notified to you in writing from time to time in line with the Agreement.

We may charge you our reasonable costs for collecting any sum not paid on time or resulting from any other breach of the Agreement or Conditions of Use.

We want your business to succeed, but we know you may sometimes need extra support. You should contact the Introducer or us as soon as possible if your business is having financial difficulties. We'll always try to help you, and try to develop a plan with you to deal with the difficulties.

5. OCMS

We grant you a non-transferable, non-exclusive, revocable, limited right to use OCMS by allowing access to OCMS by the Programme Administrator, Cardholders and Users (if applicable) subject to the Agreement and the Conditions of Use.

You must make sure that only the Programme Administrator, Cardholders and Users (if applicable) are permitted to use OCMS.

Unless the law says you are not responsible, you promise to pay us all losses, costs, claims, damages and expenses we incur if:

- (1) you, the Programme Administrator, a Cardholder or User (if applicable) gives us incorrect information or instructions;
- (2) your access to OCMS is misused;
- (3) you, the Programme Administrator, a Cardholder or a User breaks the Agreement or the Conditions of Use; or
- (4) you fail to follow any reasonable instructions we give you.

OCMS, any related services and any information given under OCMS will be provided on an "as is" and "as available" basis.

6. Third Party Providers

Your Programme Administrator can allow a TPP to access the information on your Business Account for you if you are registered for OCMS. If the TPP identifies itself to us, and complies with relevant regulatory requirements, we'll treat any instruction from a TPP as if it were from you.

If we are concerned about fraudulent or unauthorised access by a TPP, we may refuse it access to your account information. Before we do this, we'll tell you and explain why, unless it is not reasonably practicable, in which case we'll tell you immediately afterwards. In either case, we'll tell you in the way we consider most appropriate. We won't tell you about refusing access to a TPP if doing so would compromise our reasonable security measures or otherwise be unlawful.

We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account in another way, we may refuse to allow that access.

If you use a third party card issuer, that TPP may be able to request confirmation from us that you have the necessary credit available on your Business Account for it to approve a transaction. We'll only respond to a request if you have expressly told us we can.

7. Liability

You (and not the Cardholder or User) are responsible for all costs, losses or charges arising directly or indirectly from use of a Payment Device unless we have stated otherwise in the Agreement.

8. Payment instructions

We will treat a payment instruction requesting that we execute a payment as received when we actually receive it, unless a Cardholder instructs us to carry out a Transaction on a future date or a series of recurring Transactions on future dates. In that case, we will treat the date we are required to carry out the Transaction as the date we receive the payment instruction.

If we receive any payment instruction after the cut-off time on any Business Day or on a day that is not a Business Day, we will treat it as if we received it on the next Business Day. You can find our payment cut-off times on our Website.

9. Managing your Payment Devices

How you can manage your Cards is set out below.

Apply for a new Payment Device	End a Cardholder's use of a Payment Device
The Programme Administrator must submit a request on OCMS or call or email our customer service team.	<p>The Programme Administrator must submit a request on OCMS or call or email our customer service team.</p> <p>The Cardholder's use of a Payment Device will not end until the Payment Device is destroyed. If it is a Card, this means cutting it in two through the chip, and returning it to us.</p>

A Programme Administrator may not apply for or authorise their own Payment Device. If there is only one Programme Administrator appointed, a new Programme Administrator should be appointed.

!

You, Programme Administrators and Cardholders must not use a Payment Device:

- a) for any illegal purpose;
- b) after its expiry date; or
- c) after we have cancelled or put a stop on it.

10. Lost or stolen Payment Devices

!

You must tell us or ensure the relevant Cardholder tells us immediately if a Payment Device is lost or stolen; you or they think someone else knows any of its security details; or it might have been misused.

You or the relevant Cardholder can contact us by phone on 0800 096 4496 (24 hours if it's about a lost or stolen Payment Device, but Monday to Friday 8am–8pm, Saturday 9am–4pm if it's about fraud). If abroad, call +44 1908 544059. We may ask for written confirmation within seven days, and it must include the Payment Device account number.

All Payment Devices are our property. If a Payment Device is later found, it must not be used and must be destroyed (for Cards, cut in two through the chip). You may be required to return the Payment Device to us.

Both you and the relevant Cardholder must provide all information we reasonably request. You and they must also assist us, our agents and the police (if we need to involve them) in investigating the loss, theft or possible misuse of a Payment Device, or the disclosure of any security details, and must assist us in recovering the Payment Device. Regarding such matters, both you and each Cardholder consent to our telling relevant third parties about the particular account.

When a Payment Device expires, is lost or stolen, or is damaged, we may issue a new one.

You may be covered by liability waiver insurance, subject to and in line with the terms and conditions of the insurance policy from time to time in force. A copy of the terms and conditions of the policy can be viewed at <https://business.bankofscotland.co.uk/commercial-terms.html>.

11. Stopping or suspending a Payment Device

We or the Introducer can stop the use of a Payment Device or refuse to issue a new one, where reasonable if:

- (1) we or the Introducer are worried about its security;
- (2) we or the Introducer think its use has been unauthorised or fraudulent;
- (3) we or the Introducer think the risk of you not repaying the credit is significantly increased; or
- (4) we reasonably believe that not doing so may cause us to breach a legal requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

If we or the Introducer stop a Payment Device or refuse to issue one for any of these reasons, neither we nor the Introducer is responsible for any resulting loss or damage you may suffer.

We'll tell you as soon as we reasonably can if we are going to stop or have stopped the use of a Payment Device, and why, unless the law prevents us doing so or it would undermine our security measures. We won't stop a Payment Device for longer than we need to. We will let you use it again or give you a new one as soon as possible. If you have a Card and we have stopped its use, you'll be responsible for taking steps to ensure it is recovered and destroyed (cut in two through the chip). You may be required to return the Card to us.



If you need to discuss the stop on a Payment Device with us, you can call us on 0800 096 4496 (if abroad +44 1908 544059) or write to us at Lloyds Bank Card Services, PO Box 6061, Milton Keynes MK7 8LE.

12. Processing Transactions

We may refuse to process or delay processing any Transaction if:

- (1) it would cause you to exceed a limit we have set;
- (2) its completion is prevented by the payee's account;
- (3) it seems unusual when considering how the relevant Cardholder Account is normally used or we reasonably believe it may be fraudulent;
- (4) by processing it, we reasonably believe that we would infringe any law, regulation or the rules of the Payment Scheme or any industry good practice or that we may be exposed to action from any government or regulator;
- (5) not acting on the instruction to process it or delaying to act on the instruction would help us comply with money laundering laws or regulations;
- (6) the instruction to process it is inaccurate or incomplete;
- (7) acting on the instruction to process it would breach the Agreement;
- (8) the payment instructions relate to a country from or to which we may decide not to process payments (for example, a country in relation to which sanctions are in place);
- (9) you are in breach of the Agreement; or
- (10) any of the reasons for ending the Agreement under "Ending the Agreement" apply.

If we do this, we will not have any responsibility to you for any resulting loss or damage you may suffer. If we have declined to process a Transaction, we will give you on request details of the reason(s) for the refusal as soon as is practicable unless the law prevents us doing so or it would undermine our reasonable security measures. We will also include details of how to correct any errors that led to our refusal, if appropriate. To request this information, please call our customer services centre on 0800 096 4496 (if abroad +44 1908 544059). If your Transaction has been declined, this helpline is available 24 hours a day seven days a week.

13. Statements

If there have been any Transactions or Charges on your accounts in any month, we will post to you both the Business Statement and Cardholder Statements, unless you have asked us to make them available to you in another way. We may charge for duplicate copies. The Introducer may also receive a copy of any Business Statement or Cardholder Statement that we send to you.

The statements will include the following information:

- (1) a reference enabling you to identify the Transaction.
- (2) where appropriate, information we have received about the beneficiary of the payment.
- (3) the amount of the Transaction in the currency in which the relevant account was debited or in the currency used for the payment order.
- (4) the amount of any charges for the Transaction and, where applicable, a breakdown of them, and any interest payable by you.
- (5) where applicable, the exchange rate used for the Transaction and its amount after the currency conversion.
- (6) the debit value date or the date of receipt of the Transaction.



You must pay the full amount outstanding on each Business Statement by the payment date specified in it.

14. Repayments

Using a form we provide, you must nominate an account you hold with us or any other bank in the United Kingdom (acceptable to us) as the Payment Account at the time of entering into the Agreement.

We will take all Transactions and Charges from the Payment Account by direct debit on or after 14 (and no later than 30) calendar days from the Business Statement date. You must ensure all direct debits are paid to us on their first presentation.

If you don't make payments due to us under this Agreement on time, for example if your direct debit payment fails for any reason, you give us permission to take payments from the Payment Account or any other current accounts you have with us (as long as the account agreement allows this). This applies even if taking payments in this way makes the account or accounts in question overdrawn or further overdrawn. We'll take such payments without telling you beforehand.

15. Important information about repayments

Payments will only take effect when debited to the Payment Account. They may be applied against Transactions and Charges.

Payments reduce balances on the Business Account or the relevant Cardholder Account (or both) in the following order: annual card fee; late payment fee; Transaction fee; cash advance fee; ATM cash advance fee; old balances; new balances.

16. Cancelling transactions

Information about cancelling transactions is set out below.

Cancelling transactions	
What Transactions can you or the relevant Cardholder cancel?	<ul style="list-style-type: none"> Transactions scheduled for a future date. A series of recurring Transactions.
What you or the relevant Cardholder must do	<ul style="list-style-type: none"> Tell us by the end of the Business Day before the day the Transaction is due to be made. Tell the Supplier that you have asked us to cancel the Transaction, and if you also want to cancel your agreement with them you will need to do this directly with the Supplier.
What will happen	<ul style="list-style-type: none"> We will not carry out a Transaction once you or the Cardholder has withdrawn authorisation. Unless you or the Cardholder tell us otherwise, we will treat cancellation of recurring Transactions as cancelling all future Transactions in the series.

17. Refunds, responsibilities and chargebacks

You must check, and ensure any Cardholder checks, any statement you or they receive as soon as possible (preferably within 30 days), and tell us straight away if an entry seems wrong. If you don't, we may not be able to correct any mistakes. If we need to investigate a Transaction, you and the Cardholder must co-operate with us and the police if we need to involve them.

The tables below set out when we will give you a refund, and the circumstances in which you are responsible for losses caused by unauthorised transactions. Other than our responsibilities set out in this section, we have no further responsibility to you for unauthorised transactions.

The table below explains when you'll receive a refund

What went wrong?	You'll receive a refund if	What you'll get	You won't receive a refund if
You, or the relevant Cardholder or User (if applicable), paid more than you expected	<ul style="list-style-type: none"> the exact amount of the payment was not specified; the payment amount is more than you could have reasonably expected to pay; and you request the refund within eight weeks from the date the amount was debited from the relevant account. 	<p>We'll refund you the amount of the payment (and any related interest and charges you have directly incurred).</p> <p>We may ask you to give us any information we reasonably require so we can ensure you satisfy the requirements for a refund before paying it.</p> <p>We'll either give you a refund or inform you why you are not entitled to one within 10 Business Days of the later of:</p> <ul style="list-style-type: none"> our receipt of your request for a refund; or our receipt of any information we ask you to provide. <p>If you are not happy with our decision, you can contact your Lloyds Bank Relationship Manager or complain to us.</p>	<ul style="list-style-type: none"> you or the relevant Cardholder or User directly gave us authorisation for the Transaction and the payment amount was provided or made available to you, the Cardholder or User at least four weeks before the due date for payment.
A payment was made that you or the relevant Cardholder or User (if applicable) didn't authorise	<ul style="list-style-type: none"> a Transaction was not authorised by you or the relevant Cardholder if you notify us without undue delay after becoming aware of the fact, and in any event within 13 months of the date we debited the payment from the relevant account. 	<p>We'll refund the amount of the Transaction and, where applicable, restore the relevant account to the position it would have been in had the unauthorised transaction not taken place.</p> <p>We'll do this by the end of the next Business Day.</p> <p>You must give us any information we reasonably need to assess whether a refund is due.</p> <p>We may also investigate after giving a refund. If we discover you were not entitled to the refund, we will debit the refunded amount from the relevant account. We'll give you reasonable notice before we do.</p>	<ul style="list-style-type: none"> you don't notify us in time we find the Transaction was authorised by you or a relevant Cardholder. <p>If you are a Micro-enterprise or Charity</p> <p>You don't need to prove you did not authorise a card payment, but we'll take into consideration the circumstances at the time it was authorised.</p> <p>For everyone else</p> <p>You agree that Regulation 75 of the Payment Services Regulations does not apply to you. This means it's your responsibility to prove that you or the relevant Cardholder did not authorise a payment.</p>

The table below explains when you'll be responsible for unauthorised transactions

How the losses happened	How much you are responsible for	
	If you are a Micro-enterprise or Charity	Everyone else
From the use of a lost or stolen Payment Device before you tell us it's missing.	A maximum of £35 (or Currency equivalent) per instance unless you have acted fraudulently or you have intentionally or with gross negligence failed to: 1. take all reasonable steps to keep the personalised security features safe; 2. use the Payment Device in line with the Agreement; or 3. notify us in the agreed way and without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Payment Device. In these situations, you will be responsible for all losses incurred.	All losses incurred This is because you agree that Regulation 77 of the Payment Services Regulations does not apply to you.
From the misuse of a Payment Device because you failed to keep the personalised security features safe.		
After you have notified us of the loss, theft, or unauthorised use of the Payment Device.	You won't be responsible unless you have acted fraudulently. If you have acted fraudulently, you are responsible for all losses incurred.	
Because we had failed to provide the means for you to notify us of the loss, theft, or unauthorised use of the Payment Device.		
From the use of a Payment Device without your permission before you received it.		
Because we had failed to apply legally required procedures to check that a payment has been authorised by you or a Cardholder.		

Chargebacks

In any other circumstances, you must immediately tell us if you think a Transaction involves fraud, unauthorised use or any other circumstances where a Supplier may be held liable under the applicable Payment Scheme rules. You can ask us to reject a transaction, and we'll try to charge back the Transaction to the Supplier under those rules. If we can, we'll credit the amount to the Business Account or relevant Cardholder Account as applicable. If we cannot reverse the transaction, you'll remain liable for it.

You must tell us of any dispute about any amount on the Business Statement or any other statement without undue delay. In any event, this must be within 13 months of the date we debited the disputed payment from the account.

18. When we are not liable

We have no Liability to you for:

- (1) loss of profit, revenue, production or business;
- (2) loss of goodwill, reputation or opportunity;
- (3) loss of anticipated savings or margin;
- (4) loss of bargain;
- (5) costs regarding wasted managerial, operational or other time;
- (6) loss of or corruption of data or information;
- (7) claims made against you by third parties;
- (8) indirect, consequential or special loss;
- (9) a Transaction being declined or a Payment Device not being accepted as payment, nor for any loss or damage resulting from the way this is communicated to you, the relevant Cardholder or User;
- (10) the refusal of any other bank, ATM or other machine or Supplier to accept or honour the Payment Device;
- (11) goods and services supplied to you, the Cardholder or User; or
- (12) any acts or omissions of the Introducer in connection with the Services.

Unless the law says otherwise, our maximum aggregate Liability in any one calendar year won't exceed the value of the Charges you pay us during that calendar year.

We're not responsible for any claim you, a Cardholder or a User has against a Supplier. No claim by you, a Cardholder or a User against any Supplier may be the subject of a claim or counter-claim against any member of Lloyds Banking Group.

Nothing in the Agreement limits or excludes our Liability in relation to paying refunds in line with the refunds and responsibilities section of the Agreement. The limitations to your Liability for unauthorised transactions won't be affected by any other term of the Agreement.

We won't exclude our Liability for anything the law does not allow us to, such as:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or
- our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors.

! If you close your account or change your Payment Device, you will need to tell anyone else you make regular payments to, otherwise they may not be able to collect your payment.

If you miss a payment for this reason, we will not be liable for any resulting loss or damage you suffer.

19. Changes to the Agreement

This table sets out how and when we can make changes to the Agreement.

Reason for changing the Agreement	How much notice we'll give you before the changes come into effect
Change in relevant legislation, regulations or codes of practice that apply to us or how we are regulated that prevents us giving you two months' written notice.	As much written notice as reasonably possible.
Changes to the Payment Scheme Exchange Rate.	These changes will take effect immediately without notice on being amended by the Payment Scheme.
A favourable change to any interest rate or charges that apply to you.	We'll make the change immediately without notice, and changes will be shown on the Business Statement.
Amend our Charges, introduce new Charges and/or amend any agreed with you.	At least two months' written notice.
An unfavourable change to any interest rate or charges that apply to you.	
Any other reason, for example we may make changes to: <ul style="list-style-type: none"> comply with changes to the law; rectify errors; improve security; change the scope of the services we provide; or take account of reorganisations within Lloyds Banking Group. 	

20. What you can do if we make a change to the Agreement

If we make a change, your options are set out below in the table.

Type of change	Your options	Next steps
One we can make immediately	Accept the relevant change	We'll assume you are happy with the change unless you decide to end your Agreement.
	End your Agreement	You cannot reject the change but you can end the Agreement if you want to (see "Ending the Agreement").
One we have to tell you about in advance	Accept the relevant change	We'll assume you are happy with the change unless you tell us otherwise.
	Before a change comes into effect you may reject the change.	<p>You must tell us in writing.</p> <p>The Agreement will end the day before the change comes into effect, unless you have specified an earlier date.</p> <p>We won't charge you for ending the Agreement.</p>

21. Removal of a Cardholder

When a Cardholder ceases to be your employee, contractor or agent:

- you must inform us (on the form we provide or through OCMS) within seven Business Days;
- your obligations under the Agreement will continue in full force;
- you must take steps to ensure the Payment Device is recovered and destroyed (if it is a Card, you will need to cut it in two through the chip);
- you remain liable to us for all Transactions including any new ones made before the Payment Device is destroyed;
- if applicable, we may cancel the existing Embedded Payment Solution details and give you new ones; and
- you must ensure that the Cardholder's Embedded Payment Solution details are no longer used with any Supplier.

22. Ending the Agreement

The Agreement will continue until terminated in line with this clause. If you have more than one type of Product, you or we may end one set of Product Conditions without affecting these General Conditions, which will continue in effect until all other Product Conditions have been ended. If you only have one Product and you or we end the Product Conditions in line with the Agreement, the General Conditions will end too.

Who can end it	Reason for ending the Agreement or any Product Conditions	Notice needed
You	At any time for any reason	One month's notice to us in writing
Us or the Introducer	At any time for any reason	Two months' notice to you in writing, as long as we or the Introducer also give you any other notice that the law says we must give you
	You seriously or repeatedly breach the Agreement or another agreement you have with us	None (unless required by law).
	We reasonably suspect fraudulent activity in connection with the Agreement or the Services (or both)	You must notify us immediately if you become aware that any of these circumstances have occurred or you believe they will occur.
	You, a Cardholder or a User does anything we reasonably believe will seriously damage our reputation	
	We reasonably believe that you, a Cardholder or a User is using the Services in connection with any purpose that is unlawful	
	You repeatedly fail to pay any amounts due to us under the Agreement	
	You, a Cardholder or a User behaves threateningly or abusively towards our staff	
	We are required to do so to comply with legal, fiscal or regulatory changes	
	We find that any information you have given to us (whether in connection with the Agreement or not) is inaccurate in a significant way	
	We find you entered into the Agreement without informing us in writing, that material litigation was – or material administrative, criminal or judicial proceedings were – being taken against you ("material" means likely, if successful, to have a damaging effect on you)	
	You fail at any time to meet any identification or other checks required by law or regulation	
	We reasonably believe that if we do not stop the Services or end the Agreement, we will breach a law or regulation or be exposed to action from a government or regulator	
	Closure is required by court order or regulator's direction or decision	
	You are Insolvent. We treat you as Insolvent if : <ul style="list-style-type: none"> • you or any other person takes or threatens to take any step in connection with – <ul style="list-style-type: none"> • a suspension or re-scheduling of payments by you, a moratorium of any of your debt or your dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise); • the making of an arrangement with any of your creditors; • the appointment of an administrator or the intention to appoint an administrator in respect of you; • the appointment of a liquidator, receiver or any similar office, in respect of you or any of your assets; or • any equivalent procedure in any jurisdiction; • you can't pay your debts as they fall due; or • you stop trading or threaten to. 	
	The Introducer MSA terminates for any reason.	

If we or the Introducer end the Agreement, or any Product Conditions, for these reasons, we can demand repayment of the outstanding balance and close all or any Cardholder Accounts, Business Accounts and any other account you hold with us that is relevant to the Agreement.

23. Things you have to do when the Agreement ends

When the Agreement, or any part of it, ends the following things must happen for the part(s) ended:

- (1) if you have Cards, you must make sure all Cards are returned to you and destroyed (cut in two through the chip). You may be required to return the Cards to us;
- (2) you must make sure any use of a Payment Device is stopped;
- (3) your use of the Service must cease with immediate effect. We need not take any further action regarding any instructions received from you even if we received them before the termination date;
- (4) all outstanding amounts will become immediately due and payable;
- (5) your obligations under the Agreement will continue in force until you have paid us all outstanding amounts; and
- (6) you must keep your Payment Account open until all Transactions have been processed and you have paid us all outstanding amounts.

When the Agreement ends we have no further obligations to you.



If you have paid any charges in advance under the Agreement, like an annual fee, we'll refund any unused part of the charge.

24. Your Payment Account

If we do not hold your Payment Account, you authorise us to pass any instructions that may be necessary for the Services to be provided to you and relevant Cardholders to the third-party bank holding your Payment Account. You also confirm that the third-party bank is authorised to accept and act on our instructions.

25. General

We recommend you keep a copy of all the documents that make up the Agreement. If you would like another copy of any of the documents, just ask the Introducer. You can also find these terms and conditions on our Website.

The Agreement is solely between you and us, with the exception of terms in the Agreement that include references to Lloyds Banking Group (which can be enforced by Lloyds Banking Group). No other person will have any rights to enforce any of its terms.

If we:

- do not insist or we delay insisting that you perform any of your obligations under the Agreement; or
- do not enforce or we delay enforcing our rights against you;

that won't mean we have waived our rights against you. You will still need to comply with those obligations. If we decide to waive a breach by you, we'll do so in writing, and that won't mean we automatically waive any later breach by you.

All warranties, conditions and other terms implied by law are excluded from the Agreement to the extent permitted by law.

26. Mistaken payment

If we are told that money has been paid into your Business Account by mistake, we can take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but will let you know if it happens. We'll act reasonably and try to minimise any inconvenience to you. If we are unable to return funds to the sender, we can give them details about you and your Business Account so they can recover the money from you.

27. Paying more than you owe

When you make payments or transfer funds into your Business Account, you must not pay us more than you owe. If you have a credit balance on your Business Account at any time, we may apply it to recent or future Transactions. We may return any credit balance to the account from which the money has been sent or pay the funds into your Payment Account or another current account you have with us. We do not pay interest on any credit balances.

28. Our service promise

Whenever you deal with us, we aim to provide excellent customer service. If we do not achieve this, please tell us so we have the opportunity to put things right. You can write or speak to your Lloyds Bank Relationship Manager or customer services centre (or anyone in their teams). You can find details of what will happen next and how we will handle your complaint on our Website.

If you are dissatisfied with the outcome of a complaint you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to do so, please speak to the FOS directly or refer to its website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

29. Notices

You can contact us by post or by delivering notices by hand, in each case addressed to your Lloyds Bank Relationship Manager or Lloyds Bank Card Services PO Box 6061, Milton Keynes, MK7 8LE.

The Agreement may specify we'll contact you in a particular way or the law may say we must do so in a particular way for a specific type of notice. Otherwise, we can contact you by post, telephone or e-mail (in each case using the details you gave us on the Business Application or the Cardholder Application (if applicable) or updated details you have given us since then); through a broadcast message on an online service that we provide to you; or by posting a notice on our Website.

If we are sending a copy of a notice to you, we'll only send one copy even if the Agreement is with two or more of you.

The Agreement is in English and communications and notices between us will be in English.

You must tell us if your contact details change by giving us seven days' written notice.

We'll use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident that may affect you.

30. Intellectual property and data protection

You acknowledge that we or our licensors (or both) own all intellectual property rights (whether registered or unregistered) in the Services (but not information uploaded into the Services by you or your affiliates) including any copyright, database rights, trade secrets, trade names and trade marks. You can only use them to the extent necessary for accessing and using the Services. You have no right to grant a sub-licence to any third party.

You grant an irrevocable right to use all information you give, but solely for the purpose of supplying the Services. You must ensure that any person you authorise to access and use the Services permits us to use the information about them for the purpose of supplying the Services.

We may provide any information which we receive relating to you, including any information regarding employees, Cardholders or agents of yours, or Cardholders (from you or a third party) to the Introducer for the purposes of managing the Services. We and the Introducer may each carry out such checks we consider necessary on the identity of anyone who is authorised to hold a Card.

31. Assignment

Unless we agree in writing, you may not transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person.

We may transfer any of our rights and obligations under the Agreement, or sub-contract any of our obligations, to another person without your consent. You agree that you'll promptly execute all documents that we reasonably require to make a transfer effective.

32. Third party rights

Nothing in the Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms except that the Introducer will have the right to enforce the rights given to it in the Agreement.

33. Force majeure

You and we won't be responsible if either of us (or our sub-contractors or agents) cannot perform any obligations under the Agreement, or if there is a delay in doing so, due to abnormal and unforeseeable circumstances beyond our control as long as the consequences were unavoidable despite all efforts to the contrary.

Examples Here are some examples of circumstances that may be beyond your or our control: industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or telecommunications networks, or failure of any of our equipment, software, data processing systems or transmission links.

We also won't be responsible if we cannot perform any of our obligations under the Agreement or we are delayed in doing so, because we must act in a certain way for legal or regulatory reasons.

We or a Lloyds Banking Group member may be subject to sanctions or embargoes imposed by the international community including the UK, EU, UN and the USA. We may refuse Transactions or refuse to make any payment if it would result, or in our reasonable opinion is likely to result, in a breach by us or a Lloyds Banking Group member or any of our or their employees of any sanction or embargo whether or not imposed in the UK. We are not liable for any loss, damage, cost or expense for any of the reasons listed in the 'examples' above. We may disclose to the relevant authorities such information regarding any Transaction or payment (or both) as may be required.

34. Severability

Each of the terms in the Agreement operates separately. If any court or relevant authority decides any of the terms is unlawful, the rest will remain in full force and effect. Any unlawful terms will apply with whatever modification is needed to give effect to your and our commercial intentions.

35. Governing law and jurisdiction

The Agreement and any non-contractual obligations that arise out of it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement, including as regards any non-contractual obligations.

However, if you are:

- a company or other incorporated body and your registered office is in Scotland;
- a sole trader and your business operates from Scotland;
- an unincorporated body and your central management and control is exercised from Scotland; or
- a charity based in Scotland,

then the Agreement and any non-contractual obligations that arise out of it are governed by the law of Scotland. The courts of Scotland have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement, including as regards any non-contractual obligations.

36. Use of personal data

You give us your explicit consent (or have obtained the relevant individual's explicit consent) for us to access, process and keep any personal information you give us for the purposes of providing the Services to you. This won't affect any rights you or we have under data protection legislation. You can withdraw your consent by ending the Agreement.

Corporate Purchasing Card

Part B - Product Conditions

In these terms and conditions, we use headings to make them easier to read. They do not affect how the terms and conditions are interpreted.

Our Agreement with you

We will provide the Product that these Product Conditions (Part B) are specific to.



1. Additional obligations

1.1 You must ensure that:

- 1) the Programme Administrator provides any Payment Devices to relevant Cardholders on receipt together with a Website link to the Conditions of Use, and notifies Cardholders every time the Conditions of Use are updated;
- 2) all Programme Administrators, Cardholders and Users (if applicable) comply with the Conditions of Use at all times;
- 3) no Programme Administrator, Cardholder or User is on any list of asset-freeze targets published by the UN, the EU or the UK, or maintained by HM Treasury;
- 4) the Programme Administrator tells each Cardholder their Cardholder Limit;
- 5) any changes to the Programme Administrators are notified in writing to us by an authorised signatory;
- 6) all Cards are immediately signed and activated when received by Cardholders; and
- 7) a Cardholder with an Embedded Payment Solution only passes its details to Suppliers for use.

1.2 You must ensure that you and all Programme Administrators and Cardholders (and Users where applicable):

- 1) use any Payment Devices, security details and Embedded Payment Solution details (as applicable) in line with the Conditions of Use, any security procedures and instructions we provide, and keep them safe;
- 2) do not give or disclose details relating to any Cardholder Account, Business Account, Payment Device, security details or Embedded Payment Solution (as applicable) to anyone else or allow anyone else to use them;
- 3) store all information relating to any Cardholder Account, Business Account, Payment Device, security details or Embedded Payment Solution (as applicable) safely and dispose of any information securely and permanently;
- 4) do not choose a PIN or any security details that are easy for someone else to guess;
- 5) protect any PIN or security details by (a) memorising them and destroying the written notification containing them as soon as possible; and (b) not writing them down in a recognisable way or keeping them with a Payment Device or other financial documents; and
- 6) inform us as soon as possible if a Business Statement, Cardholder Statement or any other financial information expected from us is not received.

2. Using a Payment Device

All Non-Currency Transactions will be converted to the Currency and debited to the relevant Cardholder Account at the Payment Scheme Exchange Rate. Our website says more about the Payment Scheme Exchange Rate and how to compare it with other exchange rates. Depending on which Payment Scheme applies, the Transaction may be converted when it is made or added to the Cardholder Account (or Business Account). You can ask us at what point the Transaction will be converted. Exchange rates may change, so the exchange rate we use to convert the Transaction may differ from the exchange rate on the Transaction date. The exchange rate we use will appear on your Business Statement and relevant Cardholder Statement.

The Non-Currency Transaction fee set out in the Product Charges is added to the converted Currency amount. The Non-Currency Transaction fee is a fee for currency conversion. This fee and the converted Currency amount will be shown on the Business Statement and relevant Cardholder Statement. You agree to exclude provisions of law that can be disappplied for business customers. This means we will not send you certain information, such as electronic messages after each Non-Currency Transaction, which might be sent to personal customers.

Any cash advances will be subject to a cash advance fee. If non-Currency cash is withdrawn or purchased, it will also be subject to the Non-Currency Transaction fee.

3. Security

Each Cardholder will be given their own PIN to use with their Card. The Cardholder can change their PIN through our ATMs and should keep their PIN secret to protect it from unauthorised use.

We may issue Cardholders with additional security details or require them to comply with additional security measures for the Authorisation of payments made via Suppliers' websites. Where we do this, we will send details to the Programme Administrator for distribution or directly to Cardholders, together with any additional terms and conditions that apply.

You must ensure that each Cardholder uses any additional security details or complies with any additional security measures we issue or require under this clause in line with any additional terms and conditions that apply.

4. Authorisation of a Transaction

A Transaction (including a single Transaction, a series of recurring Transactions or a future Transaction) will be regarded as authorised by you and a Cardholder if a Cardholder or User (as applicable):

- (1) uses a Card or Payment Device together with any security details and where appropriate uses any "proceed" or similar key;
- (2) waves or swipes a Card or Payment Device over a contactless card reader;
- (3) signs a sales voucher;
- (4) uses an Embedded Payment Solution to make a purchase through a Supplier; or
- (5) follows any other method we tell you about.

A Supplier may contact us or an agent acting for us to confirm Authorisation regarding a single Transaction, a series of recurring Transactions or pre-authorising a future Transaction that a Cardholder wants to make. Therefore there may be a delay before the Supplier processes a Transaction.

When we authorise a Transaction, it will immediately reduce the available funds in the relevant Cardholder Limit and the Scheme Limit.

You, a Cardholder, or a User (if applicable) will usually find out we have refused to authorise a Transaction if a Supplier asks for payment by another method or the ATM will not dispense cash. However, a Supplier may be unable to immediately tell you we have refused a Transaction. If any Transaction is declined, you may contact us. If we have declined the Transaction, we will, where reasonably possible, tell you why. We are not responsible for any loss if a Supplier refuses to accept a Card or Payment Device or we refuse to authorise a Transaction, or delay doing so.

If you authorise a future Transaction and its amount is not known, we may reserve funds in the relevant Cardholder Account and the Business Account if you or the Cardholder consent to an exact amount of funds being reserved. We will release reserved funds when we know the Transaction amount.

5. Embedded Payment Solution

If we can no longer provide Embedded Payment Solution for legal, regulatory or technical reasons, we will withdraw it. We may not be able to give you notice of withdrawal immediately but will otherwise give you reasonable notice. All other parts of your Product will remain the same. The Agreement will continue in effect until it is ended in line with the General Conditions.