



BACSTEL-IP Bureau Services

Bureau Terms and Conditions

1. Introduction

These terms and conditions together with the BACSTEL-IP Bureau Application Form and the PKI Terms and Conditions (including the PKI Application Form) constitute the **"Terms and Conditions"** between you and the Bank. References in these terms and conditions to these **"Terms and Conditions"** should be read accordingly.

2. Definitions and Interpretation

In these Terms and Conditions:

"Access Code" means the access code associated with a Contact ID as issued by BACS to the relevant Contact in connection with the use of ASM by that Contact or as subsequently changed by BACS (whether at its own instigation or at the request of the Bank or the Contact's Primary Security Contact) or the Contact himself as contemplated by these Terms and Conditions and the Customer Service User Guide;

"Additional Contact" means a person (who is not a Primary Security Contact) appointed by a Service User who is permitted to access and use the BACS System via BACSTEL-IP (either using a PKI Service or ASM) on behalf of that Service User and to whom a Contact ID and an Access Code have been issued by BACS;

"Applicable Requirements" means any law, statute, regulation, order, rule, guidance, voluntary code or standard applicable to you (including, without limitation, all import and export controls and requirements);

"ASM" or **"Alternative Security Method"** means an alternative security method available from BACS within BACSTEL-IP which uses a combination of Contact IDs and Access Codes;

"Authorised Bureau Instruction" has the meaning given to it in clauses 3.4 and 3.5 (and so includes for the avoidance of doubt any Oral Instruction);

"Authorised User" means any person (including an individual) nominated as such by you in writing to the Bank from time to time (including any such person as stated in the BACSTEL-IP Bureau Application Form) or any other person reasonably believed by the Bank to be such a nominated person;

"BABS" means the BACS approved bureau service which is operated by BACS, and includes (where the context permits) the arrangement you have or will have entered into with BACS with respect to your acting as a Commercial Computer Bureau;

"BACS" means VocaLink Ltd or, as the context may require, BACS Payment Schemes Limited, and includes any entity which succeeds in whole or in part to the rights, obligations, functions and responsibilities ascribed to or contemplated as applicable to VocaLink Ltd or BACS Payment Schemes Limited (as the case may be);

"BACS Approved Software Service" means the process whereby BACS assesses and evaluates:

- the capability of suppliers' software to generate BACSTEL-IP Transmissions which would effect a payment from or to an account held by you or any of your Group Companies with the Bank to BACS using the PKI Service; and
- the software's ability to interface, and be interoperable, with BACSTEL-IP and the BACS System, on the terms and subject to the conditions of the Agreement for Participation in BACS Approved Software Service;

"BACS Confidential Information" means all information of BACS and any Member (including the Bank) which is disclosed or made available to you in connection with or for the purposes of BACSTEL-IP and which:

- is by its nature confidential;
- is designated as confidential by the party who discloses it or to whom it relates; or
- you know or ought reasonably to know is confidential, including (without limitation):
 - information relating to any customer of the Bank or any Member, any person to whom the Bank or any Member provides a public key infrastructure service or ASM, or any customer of such a person;
 - information relating to the operation, internal management, structure, personnel, policies or business strategies of BACS, the Bank, any Member or BACSTEL-IP; and
 - computer object or source codes and related documentation relating to the BACS System and/or public key infrastructure service and/or ASM;

"BACS Payment Instruction" means any BACSTEL-IP Transmission which comprises a payment message (including, without limitation, a recall instruction);

"BACS System" means the system relating to the automated clearing and settlement of payments between Members or, as the context may require, the processes and all that is comprised in them for clearing of payments between Members in relation to that system, as administered and operated by BACS;

"BACS System Rules" means all the terms and conditions for the time being governing access to and use of the BACS System, and (as the context may require) those applicable to the Bank as a Member or as a Bureau Authorising Member, as the case may be;

"BACSTEL-IP" means the mechanism and processes adopted by BACS to enable a user of the BACS System, by using a public key infrastructure service

provided by a Member or (in the case of (d) and (e) only) by either using a public key infrastructure service or ASM:

- to authenticate and sign payment messages submitted to the BACS System and to validate, confirm receipt and report on the processing of such payment messages;
- to authenticate and sign certain other instructions, messages, files and other communications transmitted to the BACS System, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;
- to sign certain instructions, messages, files and other communications transmitted by the BACS System (which may be authenticated by the recipients);
- to monitor and retrieve reports on the processing of payment messages; and
- to gain access to, or to make changes to, the Reference Database;

"BACSTEL-IP Bureau Application Form" means the form of that name to be completed by you as a constituent part of these Terms and Conditions or any other additional form that the Bank may decide to use as appropriate in relation to the provision of the BACSTEL-IP Services to you, including without limitation those relating to migration;

"BACSTEL-IP Materials" means all documents, information and other materials (excluding any software) provided or made available to you or your Personnel at any time by or on behalf of the Bank or BACS in connection with the implementation and operation of BACSTEL-IP, including (without limitation) the Service User Guide – BACSTEL-IP;

"BACSTEL-IP Services" means the services the Bank provides to you to enable you as a Bureau to access via BACSTEL-IP and use the BACS System, including (without limitation) the provision of a PKI Service;

"BACSTEL-IP Transmission" means an instruction, message, file or other communication which is transmitted in electronic form by a Member or a Service User to the BACS System or by the BACS System to a Member or a Service User, via BACSTEL-IP in connection with the BACS System, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;

"Bank" means Clydesdale Bank PLC (including Yorkshire Bank which is a trading name of Clydesdale Bank PLC). Clydesdale Bank PLC registered in Scotland with company number SC001111 whose registered office is at 30 St Vincent Place, Glasgow G1 2HL, and its successors and assigns;

"Bank Bureau" means the Bank when acting as a bureau for the purposes of making submissions to and/or receiving output from the BACS System on behalf of any of its own sponsored Service Users (other than a Bureau);

"Bureau" means any Bank Bureau, Commercial Computer Bureau or In-House Bureau;

"Bureau Authorising Member" means the Member or, if more than one, any Member which, for the purposes of the BACS System Rules, has authorised a Bureau to act as such and which has entered into or will enter into an arrangement with the Bureau with respect to such Bureau's use of the BACS System;

"Business Day" means a day on which the Bank is ordinarily open to provide services of the kind contemplated in these Terms and Conditions or on which the BACS System is fully open and operational;

"Certificate" has the meaning given to it in the PKI Terms and Conditions;

"Certification Authority" has the meaning given to it in the PKI Terms and Conditions;

"Commercial Computer Bureau" means:

- any person (other than a Member) which is authorised by a Member to act as a bureau for the purposes of making submissions to and/or receiving output from the BACS System on behalf of any other person with respect to whom a Member (which may not be the Member giving such authorisation) is responsible for the payments of that person with respect to the BACS System;
- any Member which acts as a bureau for the purpose of making submissions to and/or receiving output from the BACS System on behalf of any other person (other than any Service User (excluding any Bureau) sponsored by that Member) with respect to whom that Member is responsible as set out in paragraph (a) above when acting in its capacity as such; or
- any service department, division, office or unit within a Local Authority which makes submissions to and/or receives output from the BACS System on behalf of any other Local Authority, and excludes any Bank Bureau or In-House Bureau;

"Contact" means each Primary Security Contact and any Additional Contacts appointed by a Service User;

"Contact ID" means the unique reference identification code issued by BACS for each Contact;

"Customer" means any customer of yours on behalf of whom you submit a BACSTEL-IP Transmission to BACS or who otherwise relies on services provided by you as a Bureau in relation to their use of the BACS System;

“Customer Service User Guide” means the document(s) (by whatever name called) issued by the Bank to a Service User setting out the Bank’s requirements for providing BACS support, including but not limited to the Service User Guide – BACSTEL-IP;

“Data Protection Laws” means all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals including, without limitation, the Data Protection Act 1998, European Commission Directive 95/46/EC, the General Data Protection Regulation (EU) 2016/679 and all laws implementing them, in each case as may be replaced, extended or amended;

“Digital Signature” has the meaning given to it in the PKI Terms and Conditions;

“Digital Transmission” has the meaning given to it in the PKI Terms and Conditions;

“Good Response” means a response that indicates that the Certificate in question was issued by or on behalf of the Bank, is valid, has not expired, been revoked or suspended, and is not unknown;

“Group Companies” means, in relation to a party to these Terms and Conditions, any group undertaking (as such term is defined in the Companies Act 2006, as amended from time to time) for the time being and from time to time;

“Instruction” means any Authorised Bureau Instruction or BACS Payment Instruction;

“In-House Bureau” means any service department or office within the same legal entity (or a Group Company) which makes submissions to and/or receives output from the BACS System via BACSTEL-IP on behalf of that legal entity, and excludes any service department or office within a Local Authority which makes submissions to and/or receives output from the BACS System via BACSTEL-IP on behalf of any other Local Authority;

“Insolvency Event” means in relation to you (or for the purposes of an insolvency event, in relation to any of your Group Companies, any of which will also be included in “you”), any of the following:

- (a) that you are unable or admit you are unable to pay your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986 (the “Act”) (other than by reason of the service of a written demand pursuant to section 123(1)(1) of the Act where you contest such demand in good faith);
- (b) an order is made by a court of competent jurisdiction, or a resolution is passed, for your winding up;
- (c) the presentation of a petition for your winding up where such petition is not restrained from being advertised or is dismissed within 28 days of its presentation;
- (d) distress, attachment, sequestration, execution or other legal process is levied or enforced against all or a material part of your property or assets and is not fully paid or discharged within 28 days unless and for so long as the same is being contested in good faith;
- (e) any legal proceedings or other procedure or step is taken in relation to:
 - (i) the commencement of a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), other than a solvent liquidation or reorganisation;
 - (ii) a composition, assignment or arrangement with any of your creditors; or
 - (iii) the appointment of a liquidator (other than in respect of a solvent liquidation of your business or undertaking), or a provisional liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer is appointed in respect of or over all or a material part of your undertaking or assets; or
- (f) if any event analogous to (a) to (e) of this definition shall occur in any other jurisdiction to which you are subject;

“Intellectual Property Rights” means all intellectual property rights in any part of the world and shall include (without limitation): patents (including, without limitation, supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in design, copyrights and neighbouring rights, database rights, rights in know-how, and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing;

“Local Authority” has the meaning given to it in the Local Government Act 1992;

“Member” means any institution which is a member of the BACS System from time to time;

“Oral Instruction” has the meaning given to it in clause 13.5;

“Person” means (but is not limited to) any company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality, but excluding any individual except as expressly stated in the Terms and Conditions;

“Personal Notice” means any notice we send to you by post or using any form of messaging using a secure address or contact number which is notified to us by you or which is provided by us (including without limitation email and SMS);

“Personnel” means any of your agents, contractors and employees, or those of the Bank, or any of your Authorised Users, as the context requires;

“PKI Application Form” means the form of that name to be completed by you as a constituent part of the PKI Terms and Conditions;

“PKI Service” means a public key infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications) provided to you by or on behalf of the Bank;

“PKI Terms and Conditions” means the document of that name which includes as part of it the PKI Application Form that forms a constituent part of these Terms and Conditions;

“Primary Security Contact” means each or all (as the context requires) of the two or more persons appointed by you as a Service User:

- (a) who are authorised or permitted (as appropriate) to access via BACSTEL-IP and use the BACS System (either using a PKI Service or ASM) on behalf of that Service User;
- (b) to whom a Contact ID and an Access Code have been issued by BACS; and who is authorised by that Service User to perform certain functions including (without limitation) to set up and maintain Additional Contacts;

“Private Key” has the meaning given to it in the PKI Terms and Conditions;

“Public Key” has the meaning given to it in the PKI Terms and Conditions;

“Reference Database” means the database held by BACS which records details input by BACS, you and the Bank, as the case may be, about you, including

(without limitation) the levels of authorisation and permission in relation to BACSTEL-IP Transmissions submitted to BACS by you as part of BACSTEL-IP;

“Service User” means any entity sponsored or authorised by the Bank (or by a party that has been sponsored or authorised by the Bank) and which has or will have entered into an arrangement with the Bank or such other party (as appropriate) with respect to accessing the BACS System by using the PKI Service or ASM;

“Service User Guide – BACSTEL-IP” means the document entitled “Service User Guide – BACSTEL-IP”, as such is amended from time to time;

“Sign” means the use of a person’s Private Key and associated Certificate to create a Digital Signature on or for a BACSTEL-IP Transmission, and **“Signed”** and **“Signing”** shall be construed accordingly;

“Terms and Conditions” means the terms and conditions governing the relationship between you and the Bank in relation to the BACSTEL-IP Services as set out in this document, the BACSTEL-IP Bureau Application Form and the PKI Terms and Conditions;

“Viruses” means viruses, worms, Trojan horses, malicious code, locking or destructive mechanisms or anything similar to any of the foregoing or analogous to them; and

“you” and **“your”** refers to the customer(s) set out in the BACSTEL-IP Bureau Application Form who apply to use the BACSTEL-IP Services, and where there is more than one customer, **“you”** means all of them jointly and each of them severally, and shall include your successors and assigns.

3. Appointment of Bank as Bureau Authorising Member

- 3.1 You appoint and authorise the Bank to act as your Bureau Authorising Member for all purposes connected with the BACS System, subject to and in accordance with these Terms and Conditions.
- 3.2 The Bank agrees to act as your Bureau Authorising Member and to permit you in the capacity of a Bank Bureau, Commercial Computer Bureau or In-House Bureau as stated in the Application Form to access via BACSTEL-IP and use the BACS System subject always to you maintaining at all times a bank account with the Bank or any Group Company of the Bank unless the Bank has specifically waived this requirement in writing.
- 3.3 You irrevocably and unconditionally authorise and request the Bank to do all such acts and things and execute all such documents as may be required or expected of it pursuant to the BACS System Rules or by BACS as your Bureau Authorising Member or to enable the Bank fully to observe and perform its obligations under these Terms and Conditions.
- 3.4 Without prejudice to the generality of clause 3.3, subject to and in accordance with your instructions (if any) and, in the case of (c) and clause 16.6, you authorise and request the Bank to take any action you deem necessary or appropriate (including instructing BACS) with respect to or to give effect to:
 - (a) your registration as a Bureau and the allocation to you of a Bureau number;
 - (b) any referrals by the BACS System relating to BACSTEL-IP Transmissions submitted by you;
 - (c) any extractions, recalls or reversals requested by you of any BACSTEL-IP Transmissions submitted by you; and
 - (d) any changes requested by you to the Reference Database, the instructions referred to in sub-clauses (b) to (d), each being an **“Authorised Bureau Instruction”**.
- 3.5 The Bank’s appointment as your Bureau Authorising Member is not exclusive. The Bank may authorise others to act as a Bureau, and you may appoint another Member or Members to act as your Bureau Authorising Member.

4. Use of the BACSTEL-IP Services

- 4.1 You shall only use BACSTEL-IP Services for submitting BACSTEL-IP Transmissions directly to, or for receiving communications or collecting reports from the BACS System via BACSTEL-IP (either using a PKI Service or ASM) in accordance with clauses 5 and 6 provided that at all times you:
 - (a) comply with any restrictions or prohibitions that the Bank may from time to time specify by written notice to you as to:
 - (i) the persons, or class or classes of persons on whose behalf you may act under your authorisation by the Bank as a Bureau; or
 - (ii) your use of the BACSTEL-IP Services,
 - (iii) if and when it is necessary or appropriate to reflect a change in the Bank’s products or services or in the facilities the Bank offers or a change in the BACS System Rules or BABS;
 - (b) comply with such documentation relating to the use of the BACSTEL-IP Services as is applicable from time to time, including (without limitation) the Service User Guide – BACSTEL-IP; and
 - (c) comply with the provisions of any existing contractual arrangement between you and the Bank.
 - 4.2 You hereby irrevocably and unconditionally authorise and request the Bank to do all such acts and things and execute all such documents as may be required to enable the Bank fully to observe and perform its obligations under these Terms and Conditions.
 - 4.3 You shall at all times comply with the PKI Terms and Conditions when using the PKI Service in connection with the use of BACSTEL-IP Services, including (without limitation) when Signing any BACSTEL-IP Transmission.
 - 4.4 You shall notify the Bank immediately if you become aware of or suspect:
 - (a) any material breach by you of, or any material non-compliance with, these Terms and Conditions; or
 - (b) any fraud in or affecting BACSTEL-IP giving reasonable details of the circumstances.
 - 4.5 Any notification required to be made by you under clause 4.4 shall be made in accordance with clause 13.4. Where such notification is made by telephone, fax or e-mail, the Bank may require the notification to be confirmed in writing before taking any action in relation thereto.
 - 4.6 You represent to the Bank that all acts and things done by you on behalf of a Customer (even where such acts or things were not authorised by the Customer) in connection with the BACS System are within the scope of your authority from that Customer.
 - 4.7 The Bank shall not be liable to you for any loss suffered by any Customer as a result of any act or omission by you when acting on behalf of that or any other Customer.
- ### 5. Use of PKI Service
- 5.1 Where you are authorised by the Bank to act in the capacity of a Commercial Computer Bureau:
 - (a) you shall only use the PKI Service in connection with the BACS System for submitting BACSTEL-IP Transmissions directly to the BACS System or for receiving communications or collecting reports from the BACS System via

- BACSTEL-IP on behalf of a Customer; and
- (b) you may process on behalf of any Customer BACSTEL-IP Transmissions submitted to you using the PKI Service provided to you by the Bank.
- 5.2 Where you are authorised by the Bank to act in the capacity of an In-House Bureau, you shall only use the PKI Service in connection with the BACS System for submitting BACSTEL-IP Transmissions directly to the BACS System or for receiving communication or collecting reports from the BACS System via BACSTEL-IP for your own account or on behalf of any of your Group Companies which either:
- (a) specifies an account maintained by you or such Group Company with the Bank as the account to be debited or, as the case may be, credited; or
- (b) makes any changes to the details held on the Reference Database regarding or associated with any such account or provides access to any other information held by the BACS System relating to that account (including, without limitation, any information relating to the processing of payments made or to be made to or from that account).
- 5.3 You shall not do (or permit to be done) by or on your behalf anything in connection with the BACS System via BACSTEL-IP outside the United Kingdom, the Channel Islands or the Isle of Man which would or is reasonably likely to result in BACS or the Bank being in breach of any applicable laws or regulations outside the United Kingdom, the Channel Islands or the Isle of Man.
- 5.4 Without prejudice to the generality of clauses 5.1 and 5.2, you shall not use the PKI Service in connection with BACS for submitting BACSTEL-IP Transmissions to BACS via BACSTEL-IP for any other purpose or in any other capacity and must not hold yourself out as capable of sponsoring or authorising any person with respect to the use of the BACS System.
- 6. Use of ASM**
- 6.1 Subject to and in accordance with these Terms and Conditions, you shall be entitled to use ASM for accessing BACSTEL-IP and using the BACS System if you have been sponsored by the Bank as a Service User and have been authorised by the Bank to use ASM (pursuant to the relevant provisions of the Service User Guide – BACSTEL-IP) for accessing the BACS System via BACSTEL-IP.
- 6.2 You shall not use ASM except via a Contact who is permitted to use ASM.
- 7. Use of BACS Approved Software**
- 7.1 Subject to any specific waiver granted in writing from time to time by the Bank, when submitting a BACSTEL-IP Transmission on behalf of any Customer or any Group Company of such Customer to the BACS System using the PKI Service, you shall:
- (a) only use software which at the relevant time is BACS Approved Software;
- (b) act in accordance with any instructions, guidance or procedures provided to you by the Bank; and
- (c) comply with the provisions of the Service User Guide – BACSTEL-IP.
- 8. Membership of BABS**
- 8.1 Where you are authorised by the Bank to act in the capacity of a Commercial Computer Bureau, you:
- (a) acknowledge that notwithstanding your authorisation by the Bank as a Bureau, you may only act as a Commercial Computer Bureau in accordance with and subject to the terms from time to time of BABS and for so long only as you are permitted by BACS pursuant thereto to act as such; and undertake to the Bank to comply with the terms from time to time of BABS at all relevant times.
- 8.2 Where you are authorised by the Bank to act in the capacity of a Commercial Computer Bureau, if you:
- (a) receive an unsatisfactory rating in any category from any inspection conducted by or on behalf of BABS; or
- (b) receive a less than adequate rating in any category for any 2 consecutive inspections and/or re-inspections; and
- (c) ceases to be permitted by BACS pursuant to BABS to act as a Commercial Computer Bureau,
- such event shall constitute a material breach of your obligations under these terms and conditions for the purposes of clause 21.1(a) which is not capable of remedy.
- 9. Confidentiality**
- 9.1 You shall keep any BACS Confidential Information which you receive confidential at all times, and shall not:
- (a) use such BACS Confidential Information or any part of it for any purpose other than your participation in BACSTEL-IP or any payment, clearing or other scheme run by BACS; nor
- (b) disclose such BACS Confidential Information or any part of it to any person (including an individual) other than to your Personnel, any of your Group Companies or to any Customer to whom disclosure is necessary for the participation of you or your Customer in BACSTEL-IP or any payment, clearing or other scheme run by BACS, provided that you ensure that such persons to whom BACS Confidential Information is disclosed are at all times subject to and maintain this obligation of confidentiality.
- 9.2 Notwithstanding clause 9.1, you are entitled to disclose the BACS Confidential Information:
- (a) to the extent necessary to comply with these Terms and Conditions; and/or
- (b) to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental authority or regulatory authority or that a disclosure is legally required,
- provided that in the case of paragraph (b) above, where you are able to do so without breaching any legal or regulatory requirements, you give the owner of the BACS Confidential Information in question written notice as soon as reasonably practicable of the intended disclosure.
- 9.3 The obligations set out in clause 9.1 do not apply to information which:
- (a) you can show you knew before you received such information (or learnt of the same) under or in connection with BACSTEL-IP or any payment, clearing or other scheme run by BACS and had not previously been obtained under an obligation of confidence;
- (b) is in or comes into the public domain, and has not come into the public domain through a breach of this clause 9 or any other confidentiality obligation;
- (c) you can show was independently developed by you; or
- (d) is disclosed to you without restrictions and without breach of any obligation of confidentiality by a third party who has the right to make such disclosure.
- 9.4 Where you cease to participate in BACSTEL-IP or any payment, clearing or other scheme run by BACS, you shall not be entitled to keep any BACS Confidential Information except to the extent that you are required to do so in order to comply with any Applicable Requirements or to maintain a record of BACSTEL-IP Transmissions or any other materials relating to your participation in BACSTEL-IP. The provisions of this clause 9 shall continue to apply to you for so long as you retain any such BACS Confidential
- Information. The provisions set out in this clause 9 are in addition to (and not in substitution for) all other confidentiality obligations between you and the Bank, BACS and/or any Member.
- 10. Suspension/withdrawal of the BACSTEL-IP Services**
- 10.1 The Bank may suspend or terminate, or withdraw or cease to provide the BACSTEL-IP Services to you:
- (a) on 2 months written notice to you; or
- (b) with immediate effect in any of the following circumstances:
- (i) if BACS decides for whatever reason not to validate BACSTEL-IP Transmissions from you;
- (ii) if BACS suspends or revokes the Bank's right to use the PKI Service or ASM in relation to BACSTEL-IP;
- (iii) where the Bank considers it appropriate to do so in order to protect the security, integrity or reputation of BACSTEL-IP;
- (iv) where, in the opinion of the Bank, you are in breach of any provision of these Terms and Conditions (including, without limitation, any breach of the PKI Terms and Conditions); or
- (v) on the occurrence of an Insolvency Event in relation to you.
- 10.2 Upon any suspension or withdrawal in accordance with clause 10.1:
- (a) you shall not (and shall ensure that your Personnel shall not) Sign or submit any BACSTEL-IP Transmissions using the PKI Service or ASM after such suspension or withdrawal unless and until, in the case of a suspension, such suspension is lifted by the Bank giving written notice to that effect to you; and
- (b) the Bank shall use its reasonable endeavours to extract or recall any BACSTEL-IP Transmission that the Bank has validated but which is not yet irrevocable.
- 10.3 You may request that the provision of the BACSTEL-IP Services to you by BACS or your authorisation by the Bank to act as a Bureau shall be terminated on 30 days written notice to the Bank.
- 11. Data protection**
- 11.1 You and the Bank shall at all times comply with the Data Protection Laws and any regulations or other legislation made under the Data Protection Laws, and in particular with the data protection principles set out in the Data Protection Laws.
- 11.2 When the Bank gathers personal information from you, or Authorised Users to make BACSTEL-IP Services available, the Bank is acting as a data controller. All of the up to date information about how we will gather, create, share and look after any personal information in providing the BACSTEL-IP Services can be found in the **Fair Processing Notice** at: www.cbonline.co.uk/privacy or www.ybonline.co.uk/privacy. Where we need consent to use personal information we will highlight this to you in the application process and ask for consent separately.
- 11.3 You agree to provide our Fair Processing Notice at: www.cbonline.co.uk/privacy or www.ybonline.co.uk/privacy to your Authorised Users, and anyone else whose personal information you pass to the Bank to make the BACSTEL-IP Services available.
- 11.4 You and the Bank will each at all times comply with Data Protection Laws when using personal information.
- 11.5 For the purposes of this Clause 11, "personal information" means personal data provided or otherwise made available to the Bank for the purpose of the BACSTEL-IP Services, and "data controller" and "personal data" have the meaning given to them in the Data Protection Laws.
- 12. Intellectual Property Rights**
- 12.1 All right, title, interest and Intellectual Property Rights in the BACSTEL-IP Materials shall vest in the Bank or the Bank's licensors and, except to the extent set out in clause 12.2, you shall obtain no right, title or interest in the BACSTEL-IP Materials or in any Intellectual Property Rights therein.
- 12.2 The Bank hereby grants you:
- (a) a licence to use and copy (but not to sub-license) the BACSTEL-IP Materials and the Intellectual Property Rights therein but only to the extent necessary to enable you:
- (i) to participate in BACSTEL-IP and for use only in connection with the BACS System; and
- (ii) to sub-license the BACSTEL-IP Materials pursuant to clause 12.2(b); and
- (b) the right to sub-license the BACSTEL-IP Materials (other than any documents, information and other materials relating to the BACS Approved Software Service) to a Customer or any other Member, but only to the extent necessary to enable such Service User to participate in BACSTEL-IP in connection with the BACS System.
- 12.3 The Bank gives no warranty that the BACSTEL-IP Materials licensed to you shall not infringe the Intellectual Property Rights of any third party.
- 12.4 The licence set out in this clause 12 shall terminate automatically on the earlier of:
- (a) any termination or suspension under clause 10;
- (b) the Bank ceasing to participate in BACSTEL-IP;
- (c) you ceasing to maintain an account with the Bank or any of its Group Companies; or
- (d) you ceasing to be authorised or permitted (as appropriate) to use the BACS System.
- 12.5 On such termination, you are required to return to the Bank or destroy (at the Bank's option) all copies of the BACSTEL-IP Materials provided to you or which are otherwise in your possession, custody or power.
- 13. Your obligations**
- 13.1 You shall:
- (a) comply at all times with all Applicable Requirements;
- (b) obtain and maintain at all times all licences, consents, permissions and authorisations necessary to participate in BACSTEL-IP (including, without limitation, those relating to the import or export of any equipment, software or technology);
- (c) use all reasonable care (including, without limitation, the use of up to date Virus checking software) to prevent the introduction of any Viruses into, or any Virus contamination (including cross-contamination) of:
- (i) any BACSTEL-IP Transmissions;
- (ii) any public key infrastructure service used by any other participant in BACSTEL-IP;
- (iii) any BACSTEL-IP related hardware or software;
- (iv) the PKI Service; or
- (v) ASM; and
- (d) provide such information regarding your Customers as the Bank may reasonably request from time to time.
- 13.2 If you are sponsored by the Bank to act as a Service User authorised to

- use ASM, you shall contractually require that each Contact acting on your behalf (whether or not employed by you):
- (a) complies with all the relevant procedures for obtaining and safekeeping his Contact ID and Access Code;
 - (b) complies with the Customer Service User Guide (including but not limited to the Service User Guide – BACSTEL-IP);
 - (c) changes his Access Code as required from time to time by the BACS System;
 - (d) changes his Access Code if such Contact suspects that the security of the Access Code has been compromised, including (without limitation) where the Bank suspects that the Access Code has been used by a person (including an individual) who is not a Contact; and
 - (e) notifies you as soon as such Contact suspects that the security of the Access Code has been compromised as referred to in clause 13.2(d).
- 13.3 Subject to any constraints imposed by law or regulations, you shall notify the Bank immediately upon any of the circumstances specified in clause 10.1(b)(v) occurring in relation to you and on your receipt of a notification pursuant to clause 13.2(e).
- 13.4 Subject to clause 13.5, any Authorised Bureau Instruction, or any notification required to be made by you under clause 13.3, shall be made in writing (including by post, facsimile or other electronic transmission) to:
- BACSLiaisonHelpdesk
2nd Floor, Payments
Customer Support Centre
40 St Vincent Place Glasgow
G1 2HL
Fax: 0141 221 4642
Email: bacs.liaison@cybg.com
- (or to such other address or using such other contact details as the Bank may notify you of from time to time. For security purposes and to maintain a high standard of service, calls to the telephone number quoted may be recorded or monitored) and signed by any Authorised User on your behalf. Any other communications may be made orally by calling the Bank's BACS Liaison Helpdesk on 0141 242 3120, or such other number as the Bank may notify you of from time to time.
- 13.5 The Bank may at its sole discretion elect to accept and act upon an Authorised Bureau Instruction from you made orally (an "Oral Instruction") provided that if the Bank so elects:
- (a) the Bank's understanding of any such Oral Instruction shall prevail; and
 - (b) you confirm any such Oral Instruction in writing to the Bank as soon as possible thereafter.
- 13.6 You shall use all reasonable endeavours to ensure that any Instruction transmitted to the Bank pursuant to these Terms and Conditions is correct and complete. In the absence of manifest error, any Instruction shall be conclusively deemed to be a valid Instruction from you to the Bank for the purposes of these Terms and Conditions. The Bank may in its sole discretion decline to act upon any Instruction which is insufficient or incomplete or is not received by the Bank in sufficient time for the Bank to act upon it.
- 13.7 You shall not do (or permit to be done by or on your behalf) anything in connection with the BACS System via BACSTEL-IP outside the United Kingdom, the Channel Islands or the Isle of Man which you are or ought reasonably to be aware would result in BACS or the Bank being in breach of any applicable laws or regulations outside the United Kingdom, the Channel Islands or the Isle of Man.
- 14. Bank obligations**
- 14.1 The Bank shall use reasonable care and skill in:
- (a) its authorisation of you to act as a Bureau;
 - (b) the provision by it of the BACSTEL-IP Services to you under these Terms and Conditions; and
 - (c) its authorising your use of ASM in connection with BACSTEL-IP.
- 14.2 The Bank shall use its reasonable endeavours to act upon any Authorised Bureau Instruction or BACS Payment Instruction that it receives from an Authorised User.
- 14.3 The Bank, in the process of and as a result of authorising the use of ASM in connection with BACSTEL-IP, shall use its reasonable endeavours to:
- (a) perform such obligations as are required to enable a Contact to become authorised to use ASM; and
 - (b) initiate the process to reset the Access Code of a Contact when a change of the Access Code of that Contact is requested.
- 15. Legal effectiveness and admissibility of electronic Signatures and certificates**
- 15.1 All BACSTEL-IP Transmissions Signed by or on behalf of you using a Private Key and Certificate issued by the PKI Service to you shall have the same legal effect, validity and enforceability as if such BACSTEL-IP Transmission had been in writing signed by or on behalf of you, provided that:
- (a) the Certificate is within its validity period; and
 - (b) the recipient of the BACSTEL-IP Transmission requests a validation of such Certificate and the response received to such validation request is a Good Response.
- 15.2 You shall not challenge the legal effect, validity or enforceability of a BACSTEL-IP Transmission (including, in relation to this clause 15.2, any transmission that purports to be a BACSTEL-IP Transmission) on the basis that:
- (a) such BACSTEL-IP Transmission is in electronic rather than written form;
 - (b) you or the holder of the Certificate did not see, check or review the contents of the BACSTEL-IP Transmission before or
 - (c) when Signing it;
 - (d) the BACSTEL-IP Transmission was Signed automatically or without direct human instigation or intervention (whether by a hardware security module or otherwise); or
 - (e) the BACSTEL-IP Transmission, or the Signing, transmission and processing of the BACSTEL-IP Transmission, constitutes a breach by you of these Terms and Conditions or of the provisions or terms of use of any relevant third party provider or third party trust scheme.
- 15.3 The Bank shall be entitled to rely on, and you shall accept full liability for, any BACSTEL-IP Transmission Signed using a Private Key and Certificate issued by the PKI Service to you or any Authorised User on your behalf, provided that:
- (a) the period of notice relating to a notice to suspend or revoke the BACSTEL-IP Services requested by the Customer in accordance with clause 10.3 has not expired;
 - (b) the Certificate used to Sign such BACSTEL-IP Transmission is valid, has not expired, has not been revoked or suspended; and
- (c) the BACSTEL-IP Transmission does not contravene the levels of authorisation and permission set out in the Reference Database in relation to the holder of the Certificate used to Sign such BACSTEL-IP Transmission.
- 16. Liability**
- 16.1 Subject to clause 16.2, the Bank shall not be liable to you either in contract, tort (including negligence) or otherwise for:
- (a) any loss or damage that you suffer as a result of you being authorised by the Bank to act as a Bureau or your use of the BACSTEL-IP Services except to the extent that such loss or damage is caused directly by the Bank's negligence, wilful default or fraud or by a breach of these Terms and Conditions by the Bank;
 - (b) any (i) loss of profit, (ii) loss of goodwill, (iii) loss of business (iv) loss of anticipated savings or (v) any other loss that you suffer connected with you being authorised by the Bank to act as a Bureau or your use of the BACSTEL-IP Services or that is not foreseeable. A loss is foreseeable if it is an obvious consequence of your being authorised by the Bank to act as a Bureau or your use of the BACSTEL-IP Services or if it was contemplated by you and the Bank at the time you agreed to be bound by these Terms and Conditions.
 - (c) any losses resulting from third party services outside the Bank's reasonable control (including, but not limited to, clearing services provided by BACS and settlement services provided by the Bank of England);
 - (d) any loss caused by delay by the Bank in performing, or failure to perform, the Bank's obligations under these Terms and Conditions if the delay or failure results from events or circumstances outside the Bank's reasonable control. Such delay or failure will not constitute a breach of these Terms and Conditions; or
 - (e) any act or omission to act by the Bank to the extent that such act or omission to act is in accordance with a request from you.
- 16.2 Nothing in these Terms and Conditions shall limit either party's liability to the other under these Terms and Conditions for:
- (a) fraud, fraudulent misrepresentations or dishonesty; and
 - (b) death or personal injury, caused by its negligence, including that of its Personnel's negligence.
- 16.3 The Bank expressly disclaims any liability:
- (a) for any acts or omissions of BACS, any other Member (including, but not limited to, for its settlement obligations) and the Bank of England;
 - (b) to any Contact directly;
 - (c) in relation to or respect of any software approved under the BACS Approved Software Service (including any approvals granted by BACS thereunder);
 - (d) for the accuracy of any data, information or other material provided to you by the Bank Provided that such data, information or material is passed on as received by the Bank from BACS;
 - (e) for the suitability and fitness for purpose of the BACSTEL-IP Materials and any technical information or specifications made available (or confirmed) by BACS; and
 - (f) to any Customers on whose behalf you act or any Service User, including (without limitation) in connection with the BACS System and the collection of reports by you on behalf of any Customers or any Service User.
- 16.4 Subject to clause 16.2, the Bank's maximum liability to you howsoever arising from or in connection with these Terms and Conditions (whether for breach of contract, negligence, misrepresentation or otherwise) shall be limited to and in no event exceed, in the case of any claim made directly arising from any particular BACS Payment Instruction, the amount to be paid as set out in that BACS Payment Instruction, and, in any other case, the total amount of the fees and charges paid by you to the Bank under these Terms and Conditions in the one year period preceding the relevant event.
- 16.5 If the Bank recovers from a third party any sum which is referable to any loss or damage that you suffer as a result of your authorisation by the Bank to act as a Bureau or your use of the BACSTEL-IP Services, the Bank will pay that sum (or an appropriate part) to you.
- 16.6 Upon request and at your cost, the Bank will provide reasonable assistance to you if you wish to extract or recall a BACS Payment Instruction you have submitted to BACS. Requests to extract or recall a BACS Payment Instruction which are received by the Bank outside its normal business hours as in force for the time being from time to time, shall not be deemed to have been received until their receipt has been acknowledged to you by the Bank the next Business Day. You acknowledge that:
- (a) a BACS Payment Instruction shall become irrevocable immediately following the security and validation checks undertaken by BACS including, for the avoidance of doubt, where the checks are undertaken outside the Bank's normal business hours before an extraction or recall request is made or, where made, deemed to be received by the Bank; and
 - (b) once the BACS Payment Instruction has become irrevocable:
 - (i) the Bank shall not be liable to you for any loss or damage that you suffer as a result of the BACS Payment Instruction becoming irrevocable;
 - (ii) you shall not attempt to revoke the BACS Payment Instruction; and
 - (iii) you shall not act, or omit to act, in any way that may affect the ability of the Bank to comply with the Bank's obligations under clause 3.4.
- 17. Indemnity**
- 17.1 Save to any extent caused by negligence, wilful default, fraud or breach of these Terms and Conditions by the Bank or its employees and agents, you agree to indemnify the Bank, its employees and agents, against all or any liability, loss, damage, claims, proceedings, charges, costs and expenses incurred by the Bank or its employees and agents directly or indirectly (including as a result of the Bank acting as your agent in relation to the BACSTEL-IP Services) (except where a different level of liability is imposed by law) in connection with or arising out of:
- (a) any payment made or received (or not made or received) by the Bank pursuant to these Terms and Conditions for you;
 - (b) any error in or malfunction, suspension or termination of the BACSTEL-IP Services resulting from any negligence, wilful default or fraud on your part or any of your employees or agents (whether or not authorised by you) or Authorised Users;
 - (c) any breach of these Terms and Conditions, any negligence, wilful default or fraud on your part or any of your employees or agents (whether or not authorised by you) or Authorised Users;
 - (d) any error or malfunction in any BACS Approved Software provided to you for use in connection with the BACSTEL-IP Services;
 - (e) any BACS Payment Instruction received from you (or which on the face of it

- purports to have been sent by you) which is inaccurate, forged or unauthorised;
- (f) any Oral Instruction received from you which:
- (i) has not been subsequently confirmed in writing pursuant to clause 13.5(b); or
 - (ii) if it has been subsequently confirmed in writing, conflicts or is inconsistent with such written confirmation;
- (g) any act or omission committed outside the United Kingdom, the Channel Islands or the Isle of Man by you or any of your employees or agents (whether or not authorised by you) or Authorised Users which would result in the Bank being in breach of any applicable laws or regulations;
- (h) your use of the BACSTEL-IP Services in breach of applicable law, court order or requirement of any regulatory or governmental authority or body; and
- (i) any claim or alleged claim made by BACS, a Customer or any other Member or user of the BACS System against the Bank relating to any BACSTEL-IP Transmission submitted by you.

18. Force Majeure

18.1 The Bank will not be liable if it is unable to perform its obligations under these Terms and Conditions due (directly or indirectly) to:

- (a) abnormal and unforeseeable circumstances, including (but not limited to) shortages in the availability of personnel caused by epidemic, or the failure of any machine, data processing system or transmission link, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- (b) the Bank's compliance with a requirement of UK or European Community law or as a result of any local laws in any other jurisdiction which prevent or restrict its ability to perform its obligations.

18.2 In the event of the Bank becoming aware of any major difficulty, failure or delay affecting the BACSTEL-IP Services, the Bank will use reasonable endeavours to notify you as soon as practicable, advising you of such difficulty, failure or delay but shall not be liable for failure so to do.

19. Charges

The Bank is hereby irrevocably authorised from time to time to debit the account nominated by you in the BACSTEL-IP Bureau Application Form, or such other account as you may nominate, with the charges set out in the Business Banking Tariff and notified to you from time to time. In the event that there are insufficient funds in such nominated account, or such nominated account has been closed, the Bank is hereby irrevocably authorised to debit such charges from any other account that you hold with the Bank.

20. Warranties

20.1 You warrant to and undertake with the Bank that:

- (a) you are duly incorporated and validly existing under the laws of the jurisdiction in which you have been registered, and have full power and authority to enter into and perform your obligations under these Terms and Conditions;
- (b) all acts, conditions and things required to be done, fulfilled or to have happened prior to the signing of these Terms and Conditions (including the obtaining of all necessary consents, whether governmental, regulatory or otherwise) in order to enable you lawfully to enter into and perform all your obligations under these Terms and Conditions and to constitute all such obligations as valid, binding and enforceable in accordance with their respective terms and make these Terms and Conditions admissible in evidence have been done, performed and have happened and a copy of every necessary consent has been delivered to the Bank;
- (c) all your obligations under these Terms and Conditions are valid, binding and enforceable in accordance with their respective terms;
- (d) your entry into these Terms and Conditions and your performance of your obligations hereunder do not and will not violate any law or regulation to which you are subject nor any of the documents constituting you nor any agreement to which you are a party or which is binding on you or any of your assets; and
- (e) all information given to the Bank by you or on your behalf prior to the signing of these Terms and Conditions is, and all information provided hereafter will be, true, complete and accurate in all material respects.

20.2 Each of the warranties in clause 20.1 will be correct and complied with in all respects at all times as long as these Terms and Conditions remain in force as if repeated then by reference to the circumstances existing at that time.

21. Termination

21.1 In addition to the circumstances set out in clause 10, either you or the Bank may terminate their agreement to be bound by these Terms and Conditions forthwith upon written notice to the other if:

- (a) the other party commits a material breach of its obligations under these Terms and Conditions and (if remediable) fails within thirty days of written notice to remedy the same; or
- (b) an Insolvency Event occurs in relation to the other party.

21.2 Upon termination by any party to these Terms and Conditions of their agreement to be bound by these Terms and Conditions, you shall promptly return to the Bank all data, materials and other properties of the Bank held by you or any of your employees, agents and Authorised Users and you shall no longer be entitled to use the BACSTEL-IP Services.

21.3 Upon termination by you of your agreement to be bound by these Terms and Conditions:

- (a) you shall:
 - (i) provide all necessary assistance to each Customer to enable them to identify an appropriate alternative provider of bureau services equivalent to those provided by you to such Customer in connection with the submission of payment messages to and/or the receipt of output from the BACS System; and
 - (ii) ensure that each Customer is migrated within three months of termination to such an alternative provider of bureau services; and
- (b) the Bank shall take all reasonable steps for a period of three months following termination to assist each Customer (as identified to the Bank by you at that time) to migrate to the alternative provider identified pursuant to sub-clause (a)(i) above and you shall reimburse the Bank for reasonable costs that the Bank incurs in providing such assistance.

21.4 The Bank may terminate your authorisation to act as a Bureau (granted pursuant to clause 3.2 above) at any time on three months' written notice. Upon any such termination, you shall no longer be entitled to use the BACSTEL-IP Services.

22. Suspension

22.1 If you fail to perform your obligations under these Terms and Conditions in

accordance with its terms, the Bank shall have the right at its discretion to suspend all or part of its authorisation of your use via BACSTEL-IP of the BACS System under these Terms and Conditions to you until you have fully performed all such obligations to the satisfaction of the Bank at which time the Bank shall reinstate its authorisation of your use of the BACSTEL-IP Services.

22.2 Nothing in these Terms and Conditions shall prejudice the Bank's entitlement:

- (a) to decline to make any payment pursuant to a BACS Payment Instruction unless and until it is satisfied that:
 - (i) sufficient funds and/or undrawn credit facilities are or will be freely available to any Customer on whose behalf you are submitting a BACS Payment Instruction, to enable the Customer to discharge its obligations to the Bank;
 - (ii) such payment is lawful; and
 - (iii) such payment is not in excess of any financial limit set by the Bank in relation to such Customer from time to time; or
- (b) to settle any payment pursuant to a BACS Payment Instruction submitted by you on or prior to termination or suspension even if such BACS Payment Instruction will be settled after termination or suspension.

23. Survival

23.1 Termination or suspension of these Terms and Conditions shall be without prejudice to:

- (a) all rights and obligations accrued up to the date of such termination or suspension; and
- (b) clauses 9 (Confidentiality), 16 (Liability), 17 (Indemnity), 18.1 (Force Majeure) and 25 (Waiver) in these Terms and Conditions and clauses 12 (Fees), 14 (Intellectual Property Rights Indemnity), 16 (Liability) and 24 (Confidentiality) in the PKI Terms and Conditions which shall continue in full force and effect after and notwithstanding such termination or suspension.

24. Variation

24.1 The Bank or its agent may vary these Terms and Conditions (including the Bank's charges), and add to, withdraw features of and introduce changes to, the BACSTEL-IP Services. Any such variation may be made only prospectively, and no retrospective amendments will be made. The Bank will, to the extent possible, give you reasonable notice of any such variation (to be no less than two months) by giving you Personal Notice and you will be treated as accepting the change on the date the change is to come into effect unless, before then you tell us you do not accept the change. If you do not accept a variation either you can terminate the BACSTEL-IP Services without charge before the date the Bank tells you the change will come into effect or the Bank's notice of the change will be deemed to be our notice to terminate under clause 10.1.

24.2 The Bank will incorporate any such variation into a new version of these Terms and Conditions. The date and time at which the new version becomes effective will be indicated on the first page of such version. The most recent effective copy of these Terms and Conditions will supersede all previous versions and be binding upon you in respect of your use of the BACSTEL-IP Services.

24.3 The Bank reserves the right to alter any of these Terms and Conditions without altering any terms and conditions entered into by the Bank with any other customer of the Bank.

25. Waiver

The rights of the Bank under these Terms and Conditions shall not be prejudiced or restricted by any time, indulgence or forbearance extended to you and no waiver by the Bank in respect of any breach shall operate as a waiver in respect of any subsequent or other breach.

26. This agreement and other documents

26.1 Your contractual rights and obligations in connection with your authorisation by the Bank to act as a Bureau and your use of the BACSTEL-IP Services, and any duty of care owed to or by you, shall be exclusively regulated by these Terms and Conditions and the agreement between the parties in relation to the fees and charges of the Bank. No other warranty, condition, term or representation on the part of the Bank, express or implied, is given or shall have legal effect, whether contained in any material or documentation or information produced or given by the Bank or its agent or contractor to you or otherwise howsoever.

26.2 In the event of any inconsistency between the provisions of any of the following documents that comprise these Terms and Conditions, then to the extent necessary to resolve that inconsistency, the following order of precedences shall apply:

- (a) the Terms and Conditions contained in this document; over
- (b) the PKI Terms and Conditions; over
- (c) the BACSTEL-IP Bureau Application Form,

except for the following clauses in the PKI Terms and Conditions which, in the event of an inconsistency, will have precedence over any equivalent clauses in any other document referred to in this clause: clause 13 (Intellectual Property Rights), clause 14 (Intellectual Property Rights Indemnity), clause 15 (Data Protection), clause 16 (Liability), clause 22 (Legal Effectiveness of Certificates), clause 23 (Termination), clause 24 (Confidentiality) and clause 27 (Notices).

27. Communications and electronic records

27.1 BACS and the Bank may record communications with you, your Personnel (including, but not limited to, BACSTEL-IP Transmissions) for any purpose connected with BACSTEL-IP which BACS or the Bank (as the case may be) consider appropriate.

27.2 Records and audit logs held by the Bank or BACS in relation to the PKI Service, any BACSTEL-IP Transmission or BACSTEL-IP shall be deemed to be accurate until the contrary is proven and the burden of proof that they are inaccurate shall lie with the person claiming that they are inaccurate.

28. Assignment and third party rights

28.1 Neither you, the Bank nor any third party who may have any right to enforce or to any remedy under these Terms and Conditions may transfer or assign any of its rights, benefits or obligations under these Terms and Conditions.

28.2 The Bank shall not, save as required by law, recognise the interest of any person other than you or (pursuant to clause 27) BACS in these Terms and Conditions.

28.3 No person other than you, the Bank or (pursuant to clause 27) BACS shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of these Terms and Conditions, but this is without prejudice to any right or remedy of a third party which may exist or be available apart from that Act.

29. Severability

If any provision of these Terms and Conditions or any part of any such provision shall be held to be invalid, unlawful or unenforceable, such provision or part thereof (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability, without rendering invalid, unlawful or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision of these Terms and Conditions.

30. Notices

- 30.1 Other than as set out in Clause 22, any notice to be given under or in connection with these Terms and Conditions shall be in writing by facsimile, email or by prepaid first class letter sent or addressed in the case of:
- (a) the Bank, in accordance with clause 13.4; or
 - (b) you, in accordance with the latest postal address, email address or facsimile number shown on the BACS reference database, as amended from time to time. You shall notify the Bank promptly of any change to any such contact details held on the BACS reference database.
- 30.2 Any such notice shall be deemed to have been made or delivered when sent (if by facsimile and in such case, subject to proof of actual receipt) or two Business Days after posting (if by letter) or when it enters the computer of the relevant recipient whether or not any person is aware of its receipt (if delivered by email) or when delivered to that address (if delivered by hand). Either party may alter its address for the service of notices by not less than seven days' written notice to the other.
- 30.3 The language of these Terms and Conditions is English and communications and notices between you and us shall be in English. If you require a further copy of these Terms and Conditions you can obtain a copy from the Bank by contacting Your Branch or Relationship Manager or

online at www.cbonline.co.uk or www.ybonline.co.uk.

31. Dispute Resolution

If you are not happy with any aspect of the Bank's service, please request a copy of our internal complaint handling procedures from any branch or from your Relationship Manager.

Our aim is to resolve complaints to the satisfaction of our customers. However, if, having followed our published complaint procedures, you disagree with the final decision we have made, you may be eligible to refer the matter to the Financial Ombudsman Service. Details are available on request from any branch or your Relationship Manager or from www.financial-ombudsman.org.uk. Please note that due to the Financial Ombudsman Service's eligibility criteria not all customers will be covered by this service.

32. Governing law and jurisdiction

- 32.1 These Terms and Conditions and the transactions contemplated by these Terms and Conditions are governed by and construed in accordance with the law of the country in which the branch of the Bank holding your main business banking connection is situated and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that country.

33. Good Banking

- 33.1 We are fully committed to high standards of service, treating our customers fairly, helping our customers understand how their accounts operate and giving them a better understanding of banking services and maintaining confidence in the security and integrity of banks. For further information please refer to our website or contact Your Branch or Relationship Manager.

This document is available in large print, Braille and audio. Please speak to a member of staff for details.

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DU590 (02/18)