



Cash Management

Conditions

These Terms and Conditions are for products supplied by Corporate Markets to customers with an annual turnover of £15m or more. If you have any queries please contact your relationship manager.

1 Service Specific Conditions

1.1 The following Service Specific Conditions apply to the supply of the Cash Management Service (a description of which is in the Cash Management User Guide) in addition to the General Conditions.

2 Cash Management Service

2.1 The Cash Management Service is provided by the Bank via the Corporate Markets website and allows the Customer to view balances and statements of accounts and to transfer funds between accounts of the Customer held with the Bank.

2.2 Except as otherwise stated in the agreement, the operating hours of the Cash Management Service will be as follows:

2.2.1 The Customer may submit Instructions to the Cash Management Service at any time via the Corporate Markets website;

2.2.2 The Bank will act on the Customer's Instructions on Business Days during the operating hours of the Cash Management Service specified in the Cash Management Service User Guide or as otherwise notified by the Bank to the Customer from time to time, provided that those instructions are received prior to the relevant cut-off time specified in the schedule of cut-off times available on the Corporate Markets website (as may be amended from time to time). If an instruction is received by the Bank after the relevant cut-off time, unless the instruction is rejected, it will be deemed to have been received on the first Business Day thereafter.

3 Responsibilities for input data

3.1 If any of the accounts accessible via the Cash Management Service includes accounts held with financial institutions other than the Bank, the Customer will be responsible for:

3.1.1 the preparation and transmission of input data by those financial institutions; and

3.1.2 ensuring that such input data is transmitted to the Bank as soon as it becomes available, in order that the Cash Management Service can operate efficiently.

The Bank will provide reasonable assistance with a view to expediting arrangements for the availability of such input data.

3.2 The Cash Management Service output will take account only of information received by the Bank via the Cash Management Service prior to the commencement of the output.

4 Instructions to make payments from account(s)

4.1 The Bank will debit the sum specified in an Instruction from the account identified in that Instruction.

4.2 Notwithstanding clause 4.1 above, the Bank will be under no obligation whatsoever to make a transfer in accordance with an Instruction unless:

4.2.1 there are sufficient cleared funds in the account in question; or

4.2.2 the Customer has already been authorised by the Bank to overdraw money on the account in question sufficient to make the payment.

4.3 If the Bank elects to treat an Instruction as ineffective, unless such notification would be unlawful, it shall promptly notify the Customer and/or the User either in writing or by telephone giving reasons therefor, and, if appropriate the procedure for rectifying any errors.

4.4 If an instruction to transfer funds from an account is received by the Bank, the terms and conditions relating to the operation of that account will apply to the transaction. The Customer acknowledges that the Cash Management Service is unable to recognise any withdrawal notice periods required under the terms of any account. Thus, for example, any transfers from an interest bearing account subject to a specified withdrawal notice period by the Customer using the Cash Management Service will be treated as having been made in breach of such notice period and the relevant terms covering the loss of interest will apply.

4.5 The Customer will examine all information and data provided to the Customer via the Cash Management Service promptly following receipt and will promptly advise the Bank of any apparent mistake or discrepancy. Delay in notification may make correcting the error difficult.

4.6 If the Customer wishes to cancel or to modify an Instruction for payment it may do so at any time by reversing the transaction or otherwise by appropriate Instruction to the Bank via the Cash Management Service subject to the effect of any other instruction in respect of a relevant account of the Customer.

4.7 In any case where an Instruction for a transfer of funds involves a foreign currency exchange the Bank will apply the relevant exchange rate for the time being in force. The current exchange rate is available by telephoning the Payments Helpdesk at the number shown in the Cash Management Service User Guide. If the transaction is for the equivalent of £25,000 or more, a rate may not be agreed unless the Customer utilises the Payments Service for the transaction. In that case rates may be agreed by calling the Payments Helpdesk or by using MarketsLink online at www.lloydstsbcorporatemarkets.com/lloydslinkonline/marketslink.asp.

5 Charges

5.1 The Bank will invoice the Customer in respect of the Charges and the Customer hereby authorises the Bank to debit the amount of the Charges shown on the invoice from the account identified in the Cash Management Service registration form. Where applicable the Customer will set up a Direct Debit Authority in favour of the Bank. The Bank will debit the account in the relevant amount not less than 14 days after the date of the invoice.

5.2 If a Direct Debit Authority referred to in Clause 5.1 above is cancelled or if no new Direct Debit Authority is set up in its place, the Bank will be entitled to suspend the Cash Management Service or terminate the agreement.

www.lloydstsbcorporatemarkets.com

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

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