

1. Definitions

We use the following defined terms throughout these Conditions:

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

Account – the account that You have applied for and opened with Us.

Account Operations Mandate – an authorisation signed by You in relation to the Account, as amended, updated or supplemented by You from time to time, which sets out the rules under which Your Authorised Signatories can give Us Payment Instructions on Your behalf in relation to the Account.

Account Summary – the document entitled "Account Summary" which was provided to You as part of the application pack for Your Account, and which sets out key information about Your Account such as details of restrictions on deposits and withdrawals and information about current interest rates and statements.

Agreement – Your agreement with Us for the Account, consisting of:

- (a) the Application Form;
- (b) these Conditions;
- (c) the Account Summary;
- (d) the sections in the About Your Account Leaflet which set out the standard charges applicable, the timing of payments into and out of the Account and the times by which We must receive Payment Instructions in order to process them on that Business Day;
- (e) the Account Operations Mandate; and
- (f) any other contractual documentation You agree relating to the Account from time to time.

Application Form – the application form You completed and signed in order to open the Account.

Authorised Signatory – any person nominated by You from time to time under an Account Operations Mandate.

Automated Payment – any automated payments to and from the Account including internal transfers between accounts held with Us, Bacs, CHAPS and payments using Our Client Banking and/or online service.

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

Client Banking Service – a service We make available to the Intermediary to enable the Intermediary to view information about the Account and to send instructions to Us in relation to the Account on Your behalf (including Payment Instructions) through a secure website, by telephone or by fax, subject to strict security procedures.

Intermediary – the person named as Intermediary in the Account Summary. This may be the Professional or Corporate Trustee, or another organisation. When the Intermediary gives Us instructions in relation to the Account (including Payment Instructions), the Intermediary is acting as Your agent and You are legally responsible for any instructions that are given by the Intermediary, its employees or agents.

Legal or Regulatory Requirement – any law, regulatory undertaking, code of practice or other provision that is binding on Us or that We usually observe in the course of Our business.

Lloyds Banking Group – Lloyds Banking Group plc, registered in Scotland number SC095000 and having its registered office at Henry Duncan House, 120 George Street, Edinburgh EH2 4LH, any direct or indirect subsidiary or holding company (as defined in the Companies Act 2006) and any direct or indirect subsidiary of any such holding company.

Payment Instruction - an instruction given in accordance with this Agreement and which authorises Us to pay money into or out of Your Account.

Professional or Corporate Trustee – the professional or corporate trustee of the Scheme (if any) named in Section 2 of the Application Form.

Scheme – the registered pension scheme named in Section 1 of the Application Form.

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

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

We, Our and Us – Bank of Scotland plc (company number SC327000), The Mound, Edinburgh EH1 1YZ and Our successors and assignees. Our main business is banking. We are authorised and regulated by the Financial Services Authority and our details are on the FSA Register (register number 169628). You can access the FSA Register via www.fsa.gov.uk/Pages/register/

You and Your – the trustee(s) of the Scheme who have applied to open the Account and who have entered into the Agreement with Us.

2. Eligibility and Purpose

- 2.1 The Account is only available if the Scheme:
- (a) is administered by the Professional or Corporate Trustee or by the Intermediary (or another company in the same group); and
 - (b) has registered status with HM Revenue & Customs.
- 2.2 You must only use the Account for Scheme purposes. You are responsible for ensuring that the Account is operated in accordance with Trust Deed and in accordance with HM Revenue & Customs requirements.
- 2.3 Any trustee who is an individual must be 18 or older.
- 2.4 We can decline to open an Account without giving any reason for Our decision.
- 2.5 We can ask You to provide references or a new Account Operations Mandate at any time.

3. Cancellation of the Account

- 3.1 If within fourteen days of opening the Account You decide that You no longer want it, You may terminate this Agreement and close the Account. We will refund any money paid into the Account and pay interest on the sum refunded. You should send a written cancellation instruction to Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE.
- 3.2 If you do not exercise Your right to cancel within the fourteen-day period, You can terminate this Agreement as explained in Condition 16.6 below.
- 3.3 The information set out in the Account Summary relating to interest rates is correct as at the date stated in the Account Summary. It may not be correct on the date You apply for the Account. If this is the case, We will endeavour to ensure that You are informed of any changes before We open Your Account and We will confirm the amended terms of the Account Summary to You as soon as possible after We open the Account. In this situation, You will not be bound by the terms of this Agreement until We confirm the updated information to You in writing (but subject to any cancellation right You have in the meantime).

4. Payment Instructions

- 4.1 We will only accept Payment Instructions given:
- (a) through the Intermediary using the Client Banking Service. You will be treated as having given Your consent to any Payment Instruction We receive from the Intermediary, unless You have told Us beforehand that We are no longer to accept Payment Instructions from the Intermediary;
 - (b) if We allow You to set up a direct debit or standing order on the Account (please check the Account Summary to see if We allow this), You will be treated as having consented to each debit or transfer by completing and signing the relevant form setting up the direct debit or standing order. This consent will remain in place until You cancel Your Payment Instruction; or
 - (c) by letter to Us at Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE or by fax to 0845 602 5422. You will be treated as having given Your consent to a Payment Instruction if Your postal or fax Payment Instructions appear to Us to have been signed by You or by Your Authorised Signatory/ies in accordance with Your Account Operations Mandate. Notwithstanding this, where We receive a Payment Instruction We may (but do not have to) call You or an Authorised Signatory for confirmation before processing the Payment Instruction.

Where there is more than one of You, We have authority to debit the Account on Payment Instructions given by any of You, unless Your Account Operations Mandate says otherwise.

- 4.2 We will not accept Payment Instructions given by any other means (for example, telephone or e-mail).
- 4.3 In this Agreement, when We refer to You giving Us instructions (including Payment Instructions), or withdrawing, revoking or cancelling those instructions, We are referring either to You giving or withdrawing, revoking or cancelling those instructions, or to the Intermediary or an Authorised Signatory doing so on Your behalf. In the normal course of business We expect that most instructions given by You will be given to Us by the Intermediary. It is Your responsibility to ensure that the Intermediary and each of Your Authorised Signatories is aware of Your obligations under this Agreement and complies with them.
- 4.4 Each time You give Us a Payment Instruction You must give Us the account number and sort code of the account to which the funds are to be transferred. Without this information We cannot deposit or transfer the money correctly.
- 4.5 We have cut-off times for receipt of Payment Instructions. These are set out in the About Your Account Leaflet. If We do not receive Your Payment Instruction before the relevant cut-off time, it will not be treated as being received by Us until the next Business Day. This means, for example, that if You give Us a Payment Instruction through the Intermediary, You must ensure that the Intermediary sends the Payment Instruction to Us before the cut-off time on that Business Day if You want Us to receive and process Your Payment Instruction on that Business Day.
- 4.6 You must ensure that the Payment Instructions You give Us are complete, correct and in accordance with the Account Operations Mandate. You must also ensure You do not send Us duplicate Payment Instructions. If We receive duplicate Payment Instructions, We can act on them both without checking with You and We will not be liable to You if We do this.
- 4.7 You must inform Us as quickly as possible if You believe that any Payment Instruction You have given Us is incomplete, incorrect or not given in accordance with the Account Operations Mandate.
- 4.8 You cannot withdraw or cancel a Payment Instruction after the time the Payment Instruction has been received by Us. However, You can withdraw or cancel a Payment Instruction for future dated transactions if You give Us notice no later than close of business on the Business Day before the day on which the transaction is due to occur. Unless Your

instructions specifically state otherwise, if You withdraw or cancel a Payment Instruction for future dated transactions (such as a standing order or recurring direct debit) You will be treated as cancelling the Payment Instruction as a whole.

- 4.9 You must pay Us for all losses, costs, claims, damages and expenses that We suffer or incur as a result of acting on any instructions (including Payment Instructions) given by You or on Your behalf in accordance with this Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party. This Condition does not affect the limitations on liability set out in this Agreement or in any other related agreement between You and Us from time to time.

5. Our Right to Refuse to Act on Instructions

- 5.1 We can refuse to act on any instruction You give Us, including any Payment Instruction, where:

- (a) We reasonably believe the instructions are unclear or incomplete, or do not appear to be given in accordance with the Account Operations Mandate;
- (b) We reasonably believe that valid consent has not been given;
- (c) We suspect that You or someone else is using the Account illegally or fraudulently or outside the terms of this Agreement;
- (d) the payment seems unusual compared with the way You normally use Your Account;
- (e) processing the instruction would cause You to be in breach of this Agreement;
- (f) You are already in breach of this Agreement;
- (g) We have suspended operations on the Account in accordance with Our rights under this Agreement;
- (h) We are required to do so due to a Legal or Regulatory Requirement, or We reasonably believe that processing the instruction might cause Us (or another company in the Lloyds Banking Group) to breach any Legal or Regulatory Requirement or might expose Us (or another company in the Lloyds Banking Group) to action from any government or regulator;
- (i) in the case of payments out of the Account, You have insufficient funds in the Account to make the payment and/or to pay any charge payable; or
- (j) the terms of the payee's account prevent completion of the transaction;
- (k) there are technical issues which prevent Us from executing the transaction; or
- (l) circumstances beyond Our reasonable control prevent Us from offering a normal service (such as computer failure or industrial action).

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

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

- 5.4 If We refuse to act on a Payment Instruction, We will inform You through the Intermediary and We will give You Our reasons for refusing and how to rectify any factual errors that led to Our refusal, unless We are prohibited from doing so due to Legal or Regulatory Requirements. We will inform You as quickly as possible, and in any event no later than the time by which We would have completed the transaction requested in the Payment Instruction.

- 5.5 You can also contact Us to find out (unless Legal or Regulatory Requirements prevent Us from telling You) why We have refused to act on Your Payment Instruction and how You can correct any factual errors that led to Our refusal.

6. Deposits

- 6.1 You can only make deposits into the Account in the way(s) set out in the Account Summary. All deposits must be in the currency in which the Account is denominated.

- 6.2 We may limit the amount You or someone else can pay into Your Account if We think this is necessary to comply with a Legal or Regulatory Requirement or due to system constraints.

- 6.3 Please see the About Your Account Leaflet for information about when payments into Your Account will start earning interest and will be available for withdrawal.

7. Interest

- 7.1 The rates of interest that apply to the Account and the application of that interest are explained in the Account Summary.

- 7.2 Where the interest rate applicable to the Account is linked to a Reference Interest Rate and due to a fall in the Reference Interest Rate the interest rate applicable to the Account falls below 0%, We may change the interest rate so that it remains above 0%. This replacement interest rate will apply until the Reference Interest Rate increases and the usual interest rate applicable to the Account at that time rises above 0% again. When this happens, the usual interest rate will then apply again.

8. Withdrawals

- 8.1 You can make withdrawals from the Account in the way(s) set out in the Account Summary. All withdrawals must be in the currency in which the Account is denominated.
- 8.2 Withdrawals from the Account will be paid within specified timescales set out in the About Your Account Leaflet.
- 8.3 You are not allowed to overdraw the Account.

9. Cheques

- 9.1 This Condition applies where We provide You with a chequebook to use with the Account.
- 9.2 If You put a future date on a cheque, We can still pay it before the date of the cheque. If this happens We will not pay You for any loss that You suffer as a result.
- 9.3 Unused cheques belong to Us. You must return them to Us (or to someone acting for Us) if We ask You to do so.
- 9.4 A cheque written by You may be stopped if You tell Us before We are asked to pay it.
- 9.5 Further details about payments by cheque and Our cheque clearance procedures can be found in the About Your Account Leaflet.

10. Account Information and Notices

- 10.1 We will send You regular statements for the Account. The frequency of these statements will be monthly unless otherwise agreed with Us. We will send statements to the principal contact name specified on the Application Form (or as selected by You from time to time). We will send all other notices to the Professional or Corporate Trustee or (if there is no Professional or Corporate Trustee) to the principal contact name specified in the Application Form or selected by You from time to time.
- 10.2 Where You have opted to receive a statement at intervals greater than monthly, You can request and We will provide You with the following information on any transaction:
 - (a) details of the transaction (into or out of the Account) including a reference enabling You to identify the transaction;
 - (b) the amount of the transaction;
 - (c) any charges applied to the Account in relation to the transaction; and
 - (d) in the case of a payment out of the Account, the date of receipt of the Payment Instruction, or in the case of a payment into the Account, the date of payment of those funds into the Account.
- 10.3 We will only send one copy of each statement or notice. We can send duplicate statements and copy notices subject to the charge set out in the About Your Account Leaflet.
- 10.4 Any notice You send to Us must be sent to the following address: Bank of Scotland, Corporate Operations, Citymark, 150 Fountainbridge, Edinburgh EH3 9PE.

11. Charges

- 11.1 Please refer to the About Your Account Leaflet for information about the charges we make for transactions on the Account.
- 11.2 Where You are in breach of this Agreement or a situation set out in Condition 16.1 arises, We can charge You for all costs and losses We incur in connection with suspending or withdrawing the Account, or reversing or recalling any transfer or payment. Please see the About Your Account Leaflet for details of Our charges.
- 11.3 In the event of a disagreement with You as to the level of fees or charges applicable to the Account, the fees and charges set out in the About Your Account Leaflet (as varied from time to time in accordance with the terms of this Agreement) will apply.
- 11.4 Other taxes and costs may be incurred by You in connection with using the Account which are not imposed by Us or paid through Us.

12. Refunds

- 12.1 You may be entitled to claim a refund in relation to an Automated Payment paid out of the Account where:
 - 12.1.1 the transaction was not authorised under this Agreement;
 - 12.1.2 We are responsible for a transaction which has been incorrectly executed and You have notified Us in accordance with Condition 12.3; or
 - 12.1.3 a pre-authorised transaction (excluding a direct debit) did not specify the exact amount at the time of its authorisation and the amount charged by a supplier is more than You could reasonably have expected taking into account normal spending patterns on the Account or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if You have consented to the transaction; or the amount of the transaction was made available to You at least four weeks before the transaction date; or the refund request is made more than eight weeks after the transaction is debited to the Account.
- 12.2 Direct debit refunds will be made in accordance with the Direct Debit Scheme rules.
- 12.3 If You become aware of a transaction which has not been properly authorised or has been incorrectly executed on the Account You must notify Us by calling Us on the number on Your statement. This notification must be provided as soon as You become aware of the error and in any event within thirteen months of the date of the transaction. If You do not notify Us within these timescales You are not entitled to a refund under this Condition 12.
- 12.4 We may make such reasonable investigations and enquires as are necessary to establish whether or not the transaction has been properly authorised or correctly executed.

12.5 If You are entitled to a refund We will also reimburse You for any interest and charges You have incurred as a result of the incorrect execution. We will not be responsible for any indirect or consequential loss resulting from the incorrect execution of the transaction.

13. Changes to Your Information

13.1 You must notify Us promptly in writing (not by fax), in such format as We may require from time to time, of any change in the information You have given Us, such as Your name, address, contact details, officers, Authorised Signatories or Account Operations Mandate. We may ask You to provide evidence of any change.

13.2 Where You appoint a new Authorised Signatory, You must complete a new Signing Authority Mandate. We must be satisfied with Our identification and other checks in relation to the new Authorised Signatory before We will be prepared to accept Instructions from that person.

13.3 Where you appoint a new trustee, We must be satisfied with Our identification and other checks in relation to the new trustee before We will be prepared to accept instructions from that person. The new trustee must agree to the terms of this Agreement.

13.4 For practical reasons, it normally takes Us seven Business Days to process notice of any changes to an Account Operations Mandate. Until We have processed Your notice, We can continue to rely on Your existing Account Operations Mandate.

14. Death

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

- (a) the remaining trustee(s), if there are any. This would include any "Additional Trustees" or "Reserve Trustees" who have been appointed to act on the death of the current trustee under the terms of the Trust Deed, provided they agree to be bound by the terms of this Agreement; or
- (b) if there are no trustees remaining, the "Plan Trustee" (if any) appointed under the Trust Deed, failing which the personal representatives of the deceased trustee.

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

15. Changes to this Agreement, Interest Rates and Charges

15.1 We can vary this Agreement, the charges and the interest rates applicable to the Account at any time. We will only vary this Agreement or change interest rates and charges for one of the following reasons:

- (a) to make the terms clearer or more favourable to You;
- (b) to reflect changes to systems, services, processes or facilities;
- (c) to reflect a change or expected change in market conditions, general banking practice or Our actual costs in providing services to Our customers;
- (d) to harmonise Our terms, interest and/or charging rates with other members of the Lloyds Banking Group;
- (e) to comply with or anticipate changes in Legal or Regulatory Requirements; or
- (f) to correct any mistake that is discovered in this Agreement.

15.2 We will only vary this Agreement, the charges or interest rates by giving You at least two months' notice. Where We give You notice of a change the change will take effect upon expiry of the notice period and You will be taken to have accepted the change unless You notify Us that You do not agree to the change as soon as possible and in any event by the end of the two month period. If You notify Us that You do not agree to the change, We will take this as notification that You wish to close the Account immediately.

15.3 Where We vary this Agreement, We will send You written notice at the last address known to Us.

15.4 Condition 15.2 does not apply to any change in the interest rate applied to the Account where:

- (a) the change is to Your advantage; or
- (b) the interest rate applied to the Account is linked to a Reference Interest Rate and the change is made to reflect exactly the amount of any change in the Reference Interest Rate.

15.5 Where We make a change to the interest rate applied to the Account under Condition 15.4 the change will take effect immediately and You will be notified by letter, statement insert or message as soon as possible after the change has taken effect. Information about the change will also be available on Our website.

15.6 The addition of new services to this Agreement, which do not change any existing terms or conditions of this Agreement or any other terms or conditions relating to any existing service, will not be treated as a change for the purposes of this Condition 15.

16. Suspension and Termination

16.1 We can suspend operations on the Account at any time and/or reverse or recall any transfer or payment if:

- (a) the Account is being operated outside the terms of this Agreement; or
- (b) We have reasonable grounds to believe that the Account may be being operated negligently, illegally or fraudulently, or that if We continue to make the Account available We might be in breach of any Legal or Regulatory Requirement; or
- (c) the Account is in Your sole name and You die; or

- (d) We are informed that steps have been taken in connection with Your insolvency, bankruptcy, liquidation, receivership or administration, or that You are subject to any other insolvency process, or We reasonably believe that any of these events is likely to happen;
 - (e) We become aware of any court process against You or any other claim affecting the Account, such as a dispute about the ownership of or entitlement to money in the Account;
 - (f) the relationship between You and Us has irretrievably broken down;
 - (f) (if the Account is a joint Account) We become aware of any dispute among the Account holders;
 - (g) We become aware of a dispute between You and the Intermediary concerning the Intermediary's ability to give Us instructions relating to the Account; or
 - (h) there is any question as to the validity of the Account Operations Mandate or any person's authority to instruct Us in relation to the Account; or
 - (i) We believe or have been informed that an unauthorised person has accessed the Client Banking Service and/or Your Account information; or
 - (j) We believe that the security of Our systems may be compromised.
- 16.2 We can suspend the Intermediary's access to and use of the Client Banking Service to give Us instructions in relation to the Account where We have been informed or have reasonable grounds to believe that an unauthorised person has accessed the Client Banking Service using any of the security information used by the Intermediary or its employees or agents, or We have concerns regarding the security of the Client Banking Service, or We suspect fraud.
- 16.3 Unless We cannot do so due to Legal or Regulatory Requirements, We will inform You of Our intention to suspend operations on the Account and/or the Intermediary's use of the Client Banking Service before We do so and We will tell You why We have done this. If We cannot tell You in advance, We will inform You as quickly as possible after We do this.
- 16.4 Where We suspend the Account and/or the Intermediary's use of the Client Banking Service, We will lift the suspension as soon as the circumstances which caused Us to suspend cease to exist, or We receive a court order instructing Us to do so. Interest will continue to accrue on the Account while it is suspended. Please note that where We suspend the Intermediary's use of the Client Banking Service, You will still be able to give Us instructions by post or fax.
- 16.5 We can terminate Our Agreement with You for the Account with immediate effect and without giving any reason for Our decision at any time where:
- (a) You are in breach of the Agreement;
 - (b) We suspect fraud;
 - (c) any information given to Us by You or on Your behalf either in Your application for the Account or at any time during the term of this Agreement turns out to be fraudulent or misleading;
 - (d) We are informed that steps have been taken in connection with Your insolvency, bankruptcy, liquidation, receivership or administration, or that You are subject to any other insolvency process;
 - (e) We are obliged to in order to comply with Legal or Regulatory Requirements or the requirements of any court, government or regulator; or
 - (f) We reasonably believe that by continuing the Agreement We (or another company in the Lloyds Banking Group) may be exposed to action from any government or regulator.

In all other circumstances We can only terminate Our Agreement with You by giving You at least two months' prior written notice.

- 16.6 You can terminate Your Agreement with Us for the Account at any time by giving Us written notice. All of You must sign the written notice.
- 16.7 If there is more than one of You and one of the trustees resigns or is removed as trustee, We will ask for instructions from all of the remaining trustee(s). Provided We receive clear instructions from all of the remaining trustee(s) agreeing to this and We received evidence satisfactory to Us of the resignation or removal of the trustee, We will remove the trustee who has resigned or been removed from the Account and the Account will continue in the name(s) of the remaining trustee(s).
- 16.8 On termination of this Agreement You must return all cheque books and pay Us any balance You owe on the Account.
- 16.9 You will be liable for all obligations, costs and charges incurred before, during and after closure of the Account.

17. Complaints

If You have a complaint about the Account, You should contact Us in writing, by fax or telephone. Alternatively, You can contact the Intermediary, who will then contact Us on Your behalf. A copy of Our complaints procedure is available on our website at <http://www.bankofscotland.co.uk/corporate/contact/complaints/procedure.html>. If You are not satisfied with the way We deal with Your complaint You may be entitled to refer this to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

18. Liability

- 18.1 Where a transaction is properly authorised in accordance with the terms of this Agreement, We are responsible for the correct execution of Automated Payments into and out of the Account unless We can prove that the error in the execution of the Automated Payment was due to the fault of the payee's or payer's bank or building society (as the case may be).
- 18.2 Where We are liable for an incorrectly executed transaction out of the Account, We will restore Your Account to the state in which it would have been had the defective payment not taken place.
- 18.3 Where We are liable for the misallocation of funds or the failure to collect funds into Your Account, We will restore Your Account to the state it would have been in if the payment had been correctly made.

- 18.4 Where You wrongly identify the person and/or account (including account number and sort code) to which a payment should be made, We will make reasonable efforts to recover the payment made, but We will not be liable for any losses which may be incurred by You. Our charge for tracing the payment is set out in the About Your Account Leaflet.
- 18.5 Under Our contract with the Intermediary for the Client Banking Service, We impose strict security obligations on the Intermediary in terms of its use of the Client Banking Service. These include obligations to keep login and other security information secure and not to disclose this to any unauthorised person. If the Intermediary fails to comply with these security obligations and this causes You loss, Your loss will be limited to £50 unless You and the Intermediary (or the person who accessed the Client Banking Service without authorisation) collaborated in a fraud, or You were aware of the Intermediary's negligence and You allowed this to continue without informing Us. In these circumstances, You will be liable for the full amount of Your loss and for any losses We incur as a result. You will not be liable for:
- (a) any losses after either You or the Intermediary notify Us of any unauthorised activity on Your Account;
 - (b) any losses if You or the Intermediary are unable to inform Us because We have failed to make a notification process available and that failure was not due to circumstances beyond Our reasonable control; or
 - (c) where the unauthorised use of the Client Banking Service occurred in connection with a distance contract other than an excepted contract, as those terms are defined by the Consumer Protection (Distance Selling) Regulations 2000.

Please note that this Condition does not limit any claims You may have against the Intermediary in these circumstances. We will only be liable to You for unauthorised transactions arising from use of the Client Banking Service after You or the Intermediary have notified Us of the unauthorised access.

- 18.6 We will not be liable for any losses (including indirect and consequential losses), costs, claims, damages and expenses suffered or incurred by You where You have been grossly negligent or where We are unable to perform Our obligations under this Agreement due to abnormal or unforeseeable circumstances beyond Our reasonable control. This Condition does not exclude or restrict any liability that the law says We cannot exclude or restrict.
- 18.7 Where You are a Professional or Corporate Trustee, Your liability to Us will not exceed the value of the assets of the Scheme.
- 18.8 Where there is more than one of You, each of You will be jointly and severally liable. This means that any, some or all of You may be liable to pay any amount owed to Us, and not just a proportion of that amount.

19. General

- 19.1 This Agreement is personal to You and You cannot assign or transfer any of Your rights or obligations under this Agreement. You cannot grant any security over the Account.
- 19.2 We can assign, novate or transfer any of Our rights and obligations under this Agreement, either wholly or in part, to any other person. You agree that You will promptly execute all documents that We reasonably need in order to make that assignment/assignation, novation or transfer effective.
- 19.3 Telephone calls to or from Us may be recorded for security purposes and monitored under Our quality control procedures.
- 19.4 If We fail or delay in exercising or applying any term of this Agreement, this does not mean that We have waived that term.
- 19.5 If, by mistake, We do not display a notice or information about the Reference Interest Rate in all branches, the notice will still be valid.
- 19.6 You can request a copy of this Agreement or any part of it at any time.
- 19.7 This Agreement as well as Our dealings with You which led to this Agreement are governed by Scottish law where, at the time of application, the Scheme is established and controlled in Scotland and in those circumstances You and We agree to submit to the non-exclusive jurisdiction of the Scottish courts. In all other cases this Agreement and Our prior dealings with You are governed by English law and in those circumstances You and We agree to submit to the non-exclusive jurisdiction of the English courts.
- 19.8 This Agreement is in English and all communications between You and Us will be in English.