

BACSTEL-IP bureau user terms and conditions

1. Definitions

In these terms and conditions:

- **Agreement or agreement** means these terms and conditions;
- **ASM or Alternative Security Method** means an alternative security method available from the Bank with BACSTEL-IP which uses a combination of Contact IDs and Access Codes;
- **Authorised Signatory** means that (or those) individual(s) that is (are) authorised by the Customer, and accepted by The Co-operative Bank p.l.c. from time to time to sign the Business User application form and to authorise instructions to The Co-operative Bank p.l.c.
- **BACS System** means the system relating to the automated clearing and settlement of payments between each entity that has been admitted to participate in such system, administered and operated by BACS Limited (company number 1023742) and such corporate entities as may be contractually obliged, with the agreement of the members of the BACS System, from time to time to perform such functions;
- **BACSTEL-IP** means the mechanism and processes adopted by the BACS System whereby the Trust Service will be used in connection with the BACS System:
 - (a) to authenticate and sign payment messages submitted to the BACS System;
 - (b) to authenticate and sign certain other instructions, messages, files and other communications transmitted to or from the BACS System, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;
 - (c) to collect reports from the BACS System;
- **BACSTEL-IP Transmission** means an instruction, message, file or other communication which is transmitted in electronic form by the Customer to the BACS System, or by the BACS System to the Customer, using the Trust Service or ASM as part of BACSTEL-IP, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;
- **Bank** means The Co-operative Bank p.l.c. and any organisation to which the Bank may transfer its rights and/or obligations;
- **Commercial Computer Bureau or Bureau** means:
 - (a) any person (other than a member of the BACS System) which is authorised or permitted by such 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 such a member (which may not be the member giving such authorisation or permission) is responsible under the Settlement Agreement for the payments of that person with respect to the BACS System; or
 - (b) any person (other than a member of the BACS System) which is authorised or permitted by such a member to act as a Bureau for the purposes of collecting reports on behalf of any of its customers; and excludes any Bank Bureau and In-House Bureau;
- **Customer or Bureau User** means you, the person(s) or corporate body sponsored into the BACS System by the Bank;
- **DPA** means the Data Protection Act 1998;
- **Holding Company** has the meaning given to it in the Companies Act 1985;
- **Insolvency Event** means any event where:
 - (a) the Customer at any time ceases or suspends payment of its debts or is deemed unable to pay its debts; or
 - (b) any step, application or proceeding is taken by the Customer or taken against it, for the dissolution, winding up or bankruptcy or the appointment of a receiver, administrative receiver, administrator or similar officer to the Customer or over all or any part of the Customer's assets or undertaking;
 - (c) the Customer is a partnership, and such partnership is dissolved or joins or amalgamates with any other partnership;
 - (d) the Customer commences negotiations with any of its creditors with a view to the general readjustment of rescheduling of its indebtedness, makes a proposal for a voluntary arrangement or enters into an arrangement for the benefit for any of the Customer's creditors;
 - (e) the Customer suspends or ceases or threatens to suspend or cease all or a substantial part of its operation; or if any event occurs which, under the applicable law of any jurisdiction has an analogous or equivalent effect to any of the events mentioned above.
- **Related Company** means, in relation to a company, any Holding Company or any Subsidiary of that company or any Subsidiary of any such Holding Company;
- **Trust Service** means a PKI Service which has been certified by the Bank or another participant bank in the BACS System (as the case may be) as complying in all respects with the Trust Service Code of Conduct, which certification has been accepted by BACS Limited and has been issued with a certificate of compliance by the Bank or such other bank (as appropriate) which has not expired, being withdrawn by the Bank or such other bank concerned (as appropriate) or suspended or terminated by the BACS System;
- **User Number** means the number allocated by the Bank to the Customer to facilitate the Customer's use of the BACS System via the Customer's chosen Bureau.

2. Obligations of the Bank

- 2.1 The Bank agrees to:
- (i) sponsor the Customer for the purpose of using the BACS System and will issue to the Customer a User Number which the Customer will notify to the Bureau, which the Customer instructs, to submit BACSTEL-IP Transmissions on behalf of the Customer
 - (ii) settle payments associated with BACSTEL-IP Transmissions submitted on behalf of the Customer by a Bureau (providing the Customer has sufficient cleared funds held in its business account(s) with the Bank at the time when settlement is required) where that Bureau uses a Trust Service, and where the account specified in any such BACSTEL-IP Transmission is maintained by the Customer or such Related Company with the Bank.


3. Obligations of the Customer

- 3.1 The Customer agrees:
- (i) that, subject to Condition 2.1, the Bank has no responsibility or involvement whatsoever in the Customer's use of, or submissions to, the BACS System using BACSTEL-IP and that the Bank will not, nor has it been requested to, provide a Trust Service or any other service relating to BACSTEL-IP
 - (ii) that it will instruct a Bureau of its choice which will be responsible for submitting BACSTEL-IP Transmissions on behalf of the Customer
 - (iii) that, in association with the Bureau instructed to make BACSTEL-IP Transmissions on behalf of the Customer, the Customer will be responsible for all payment transactions within any of its own BACSTEL-IP submissions.
- 3.2 The Customer shall not do (or permit to be done) by or on its behalf anything in connection with the BACS System via BACSTEL-IP outside of the United Kingdom, the Channel Islands or the Isle of Man which would or is reasonably likely to result in the BACS System, or the Bank, being in breach of any applicable laws or regulations outside of the United Kingdom, the Channel Islands or the Isle of Man.

4. Liability and Recourse

- 4.1 The Bank shall have no liability to the Customer (or to the Customer's Bureau) in relation to any BACSTEL-IP Transmissions submitted to the BACS System by, or on behalf of, the Customer.
- 4.2 The Customer agrees that its only recourse in connection with its submissions to the BACS System in the event of (without limitation) any error, omission, difficulty, problem, claim or otherwise lies with the Bureau which the Customer instructed. The Customer has no recourse to the Bank.

5. Data Protection

- 5.1  The Bank and the Customer shall at all times comply with the DPA and any regulations or other legislation made under the DPA, and in particular with the Data Protection Principles set out in the DPA.
- 5.2 For the purposes of this Condition 5, the terms of "personal data", "data subjects" and "data processors" shall have the meaning given to them by the DPA.

6. Charges

- 6.1 You agree to pay the applicable charges for the issue of a User Number and any other associated charges relating to the issue, levied from time to time. These Charges are contained in the standard tariff relating to your business account. Please contact your Relationship Manager for further details.

7. Notice

- 7.1 Notices served by the Customer under these terms and conditions must be made in writing to The Co-operative Bank p.l.c., BACS Liaison Department, 4th Floor, 9 Prescott Street, London E1 8BE and be signed in accordance with the Customer's business account mandate.
- 7.2 Notices to be served by the Bank under these terms and conditions shall be given to the primary contact specified on the Bureau User application form to the address set out therein.
- 7.3 You may change your Authorised Signatory or primary contacts (or any of their details) at any time by notice in writing, which change shall take effect upon approval thereof by the Bank. Unless otherwise specified in these terms and conditions, notices shall be sent by post or fax.

8. Termination

- 8.1 Either party may terminate this Agreement by giving the other 30 days' notice in accordance with Condition 7.
- 8.2 The Bank may terminate this Agreement forthwith on written notice if:
 - (i) the Customer is subject to an Insolvency Event
 - (ii) the Customer commits a material breach of this Agreement which is incapable of remedy
 - (iii) the Customer closes the business current account with the Bank.
- 8.3 Upon termination of this Agreement by either party, the Customer must immediately pay to the Bank any outstanding charges due under this Agreement.

9. Transfer of rights

- 9.1 The Customer is not entitled to assign, sub-licence or otherwise transfer any of its rights under this Agreement.
- 9.2 The Bank may assign, sub-licence or otherwise transfer any of its rights under this Agreement.

10. Variation and third party rights

- 10.1 The Bank reserves the right to vary these terms and conditions on 30 days' advance direct notice if the variation is to the Customer's disadvantage. Any other change can be effected immediately and the Customer will be notified within 30 days of the change.
- 10.2 Non-parties to this Agreement have no rights to enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

11. Waiver and entire agreement

- 11.1 No act, omission or delay by the Bank shall be a waiver of the Bank's rights or remedies under these terms and conditions unless the Bank agrees otherwise in writing.
- 11.2 These terms and conditions constitute the entire Agreement between The Co-operative Bank p.l.c. and the Customer relating to the issue of a User Number and supersedes any previous Agreements in relation to the same. All terms which may be implied by law into this Agreement are hereby excluded.
- 11.3 If any term of this Agreement is held to be invalid, the remaining terms of this Agreement shall continue to be valid to the fullest extent permitted by law.

12. Applicable law

- 12.1 The terms and conditions of this Agreement will be construed in accordance with English Law and will be subject to the non-exclusive jurisdiction of the English Courts.

13. Monitoring and recording

- 13.1 Communications between the Bank and the Customer may be monitored and/or recorded for security and/or training purposes.

Part of The **co-operative** financial services

Please call 08457 654 654 if you would like to receive this information in an alternative format such as large print or Braille.

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The Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number 29379R.

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