

# *Application Form*

APPLICATION FORM AND  
TERMS & CONDITIONS

Cash Management

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Internet and  
Telephone Banking

 **BANK OF SCOTLAND**  
BUSINESS BANKING

## Guidance Notes for Completion

### Completion Instructions

Please read the Terms and Conditions on pages 10 and 11 carefully. Complete all sections on the form in block capitals or  where appropriate. Please return the completed form to:

**FREPOST BUSINESS BANKING, TEAM ITB, GROUND FLOOR, TEVIOT HOUSE,  
41 SOUTH GYLE CRESCENT, EDINBURGH, EH12 0BR**

### Business Details

Please note that a separate application form needs to be completed for each business wishing to apply for Internet and Telephone Banking.

If accounts belonging to different businesses are to be viewed together, please complete a separate application for each business and ensure that all the accounts are detailed in full on each application. Please help us by sending all applications to us together.

### Access to Accounts

Please list all accounts that you wish to access via Internet and Telephone Banking.

In addition to your Business Accounts you may include Personal Bank of Scotland and Halifax Accounts where these belong to the Business Proprietor/Partner(s)/Director(s). The Business Proprietor/Partner(s)/Director(s) whose Personal Account is included must sign the mandate on page 5 of this application form.

You will be able to access accounts held with Bank of Scotland and Halifax. You will not be able to access accounts held with other banks.

### Nominated Users

There are two types of Access which Nominated Users may have:

- **Full Access** will allow the Nominated User to instruct inter account transfers and payments, set up payment instructions, and instruct the withdrawal of cash from Business Current Accounts at Halifax branches in England and Wales, by telephone, under the cash out service.
- **View Only Access** will NOT allow the Nominated User to instruct inter account transfers or payments or set up payment instructions or instruct the withdrawal of cash from Business Current Accounts at Halifax branches in England and Wales, by telephone, under the cash out service.

**A Nominated User** will have **Full Access** unless you indicate that he or she is to have **View Only Access**. Otherwise all other aspects of the Service are available to all Nominated Users. Please note credit cards and currency accounts are 'view only' for all nominated users.

Please :

- to indicate which account(s) each Nominated User will have access to and/or
- to indicate that a Nominated User will have View Only Access

Please note that this instruction will supersede any previous instruction(s) given.

### IMPORTANT NOTE

Each Nominated User must complete and sign a **Nominated User Form** (see pages 6 to 9). It will NOT be possible to provide access to Internet and Telephone Banking until a **Nominated User Form** has been received.

### Signing the Form

Sole Traders, Partners and Director(s) should sign the form on page 5 and state their designation.

If the Application is in the name of a partnership please ensure that ALL PARTNERS sign the form. (A separate schedule may be used where there is insufficient room for all partners to sign the form.)

If the business is a Company, the Secretary should sign where indicated on page 5. Please also ensure that the Company Number is noted on the form.

In addition, each Nominated User must sign a Nominated User Form.

## Final Checklist

Before returning this form, please check that:

- You have fully completed all sections of the form
- You have indicated which Accounts each Nominated User will have access to
- You have indicated if a Nominated User is to have View Only Access
- You have enclosed a signed Nominated User Form for each Nominated User listed on page 4
- You have included personal details for each Nominated User.
- You have read and fully understood the Terms and Conditions on pages 10 and 11
- The form has been signed

**Thank you for your application.**

# Internet and Telephone Banking Application Form

Before making an application by post, please ensure that you have read and agreed to the Customer Declaration and Data Protection Act Declaration adjacent to the signature box on this application.

## Business Details

Name of Business

Business Address

  
  
  
  
  


Postcode

Business Contact Name

Business Telephone Number

Business E-Mail address

## Details of all Accounts to be accessed via the Service

Note: Only detail accounts to which you wish your Nominated User(s) to have access.

### Sterling Accounts

	Sort Code	and	Account Number	And/or	Roll Number	Account Type (B=Business P=Personal)	
						B	P
Account 1	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 2	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 3	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 4	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 5	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 6	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 7	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 8	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 9	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 10	<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Credit Cards

	Credit Card Number	Account Type (B=Business P=Personal)			Credit Card Number	Account Type (B=Business P=Personal)	
		B	P			B	P
Card 1	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	Card 3	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Card 2	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	Card 4	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Currency Accounts

	Account Number	Account Type (B=Business P=Personal)			Account Number	Account Type (B=Business P=Personal)	
		B	P			B	P
Account 1	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account 3	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>
Account 2	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	Account 4	<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>

e.g.      1 2 3 4 5 U S D 0 1

Please note, Credit Cards and Currency Accounts are 'view only' for all nominated users.

**Details of Nominated User(s) and Account Access**

**Nominated User(s)**

Nominated User(s) will have access to all Accounts detailed below. Unless you indicate that he/she should have View Only Access by ticking the box below, each Nominated User will have Full Access which means that he/she will be able to transact between these Accounts, will be able to send payments from these Accounts to the accounts of third parties, including third parties nominated by him/her, and instruct the withdrawal of cash from Business Current Accounts at Halifax branches in England and Wales, by telephone, under the cash out service. If Personal Accounts are detailed, Nominated User(s) must have authority to operate the account. Please note, Credit Cards and Currency Accounts are 'view only' for all nominated users.

\* Tick box if Nominated User should have View Only Access

*Tick boxes of accounts or credit cards to be accessed by each Nominated User, e.g. All or 1, 3 and 5*

<p><b>Nominated User 1</b></p> <p>* <input type="checkbox"/> View Only Access</p>	<p>Surname <input type="text"/></p> <p>First Name(s) <input type="text"/></p> <p>Position <input type="text"/></p>	<p>Sterling Accounts</p> <p>Credit Cards</p> <p>Currency Accounts</p>	<table border="1"> <tr><td>All</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </table>	All	1	2	3	4	5	6	7	8	9	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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**Note: For Security purposes please do not leave any blank sections. Please score through sections not required.**

**Mandates – Business Users**

Words and expressions defined in the Internet Banking Terms and Conditions set out after this Application Form have, when used in this Declaration and Mandate, the same meaning as they have in the Internet Banking Terms and Conditions.

I/We have read and accept the Internet Banking Terms and Conditions and wish to use the Service.

I/We agree that the Internet Banking Terms and Conditions supersede the conditions applying to any of the Bank's telephone banking services which we may previously have used.

I/We wish to nominate the persons named above to operate on the Accounts detailed above, except as set out above, via the Service.

For transactions which are instructed via the Service, I/we confirm that the terms of this mandate (and any account mandate specifically referring to the Internet Banking Service) will supersede any other mandates that I/We have given in relation to my/our Accounts.

I/We want to make transfers from time to time (i) to and from my/our Accounts and (ii) to the account(s) of third parties (wherever these are held); and

I/We have requested the Bank (and the Bank has agreed) to act on all such instructions effected via the Service.

I/We confirm that **except where I/we have expressly indicated above that they should have View Only Access**, in relation to each Account detailed above the Nominated Users entitled to access it may:

- (a) receive information on the Account;
- (b) transfer sums of any amount between my/our Accounts;
- (c) make payments to third parties;
- (d) instruct the withdrawal of cash from Business Current Accounts at Halifax branches in England and Wales, by telephone, under the cash out service.

I/We authorise the Bank to debit the Account in accordance with instructions given by a Nominated User even if that has the effect of overdrawing the Account;

I/We acknowledge that instructions accepted by the Bank from a Nominated User are accepted solely at my/our risk and that the Bank is not liable for instructions acted on in terms of this declaration and mandate.

I/We acknowledge my/our liability as account holder for any overdraft together with interest, charges and expenses.

I/We confirm that the information given in this form is true, accurate and complete.

I/We hereby indemnify the Bank, keep it free and hold it harmless from and against all and any charges, claims, costs, damages, demands, expenses, liability or loss ("Claims") which may be raised against it and/or incurred by it as a result of it so acting provided that such Claims do not arise from the negligence or wilful default of the Bank, its servants or agents.

These authorities will subsist until (and to the extent) recalled in writing.

**Please sign this form**

*Note: If the Customer is a partnership all partners should sign. A separate schedule may be used where there is insufficient room for all partners to sign the form.*

Signed _____	Date _____
Print Name _____	Designation _____
Signed _____	Date _____
Print Name _____	Designation _____
Signed _____	Date _____
Print Name _____	Designation _____
Signed _____	Date _____
Print Name _____	Designation _____

*Please also complete this section if the customer is a company:-*

To Bank of Scotland:  
 I, Secretary of \_\_\_\_\_ (insert company name)  
 \_\_\_\_\_ (insert company number)

("the Company") certify that:  
 the Board of the Company has duly authorised its Directors/Officers/Authorised signatories to execute the mandate given above and an Application Form for the Service. The resolution giving that authority was validly passed at a properly convened meeting and is in full force and effect.

Date \_\_\_\_\_ Secretary \_\_\_\_\_

**Nominated User 1**

**Internet and Telephone Banking Nominated User Form - You must be entitled to disclose personal information**

**Completion Instructions**

- \* Carefully read the Internet Banking Terms and Conditions
- \* Complete all white sections of the form in block capitals or delete as appropriate

Before completing this form, please ensure that you have read and agreed to the Data Protection Act Declaration and the Customer Declaration above the signature box on this form.

<b>BANK USE ONLY</b>
CIF ID

Return the completed form to **FREEPOST Business Banking, Team ITB, Ground Floor, Teviot House, 41 South Gyle Crescent, Edinburgh, EH12 oBR**

**Details of Business**

Name of Business

Business Address

Postcode

**Details of Nominated User**

Title (Mr/Mrs/Miss/Ms/Other)

Full Name

Nationality

Country of Residence

Home Address

Postcode

Previous Address (please complete if you have lived at your home address for less than 3 years)

Postcode

Existing Bank of Scotland/Halifax connection?

Sort Code:	Account No./Roll No.
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**Additional Personal Information to enable us to verify and safeguard account information**

Date of Birth

Date:	Month:	Year:
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Place of Birth

Mother's Maiden Surname

Name of First School Attended

**Declarations**

**Data Protection Act Declaration**

By signing this document

- I understand that all my personal data will be treated confidentially.
- I agree that any memorable data provided will only be processed in order to provide for administration of the service requested and to verify and safeguard account information.
- I authorise you to search and record information at Credit Reference agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

**Customer Declaration**

Words and expressions defined in the Internet Banking Terms and Conditions set out after this Application Form have, when used in this Declaration and Mandate, the same meaning as they have in the Internet Banking Terms and Conditions.

**I have read and accept the Internet Banking Terms and Conditions.**

**I confirm that the information given on this form is true, accurate and complete.**

**I wish to use the Service on behalf of the business detailed above.**

Please sign this form

Signed

Date

Please photocopy and continue on a separate sheet if necessary

## Nominated User 2

### Internet and Telephone Banking Nominated User Form - You must be entitled to disclose personal information

#### Completion Instructions

- \* Carefully read the Internet Banking Terms and Conditions
- \* Complete all white sections of the form in block capitals or delete as appropriate

Before completing this form, please ensure that you have read and agreed to the Data Protection Act Declaration and the Customer Declaration above the signature box on this form.

BANK USE ONLY

CIF ID

Return the completed form to FREEPOST Business Banking, Team ITB, Ground Floor, Teviot House, 41 South Gyle Crescent, Edinburgh, EH12 oBR

#### Details of Business

Name of Business

Business Address

  
  
  
Postcode

#### Details of Nominated User

Title (Mr/Mrs/Miss/Ms/Other)

Full Name

Nationality

Country of Residence

Home Address

  
  
  
Postcode

Previous Address (please complete if you have lived at your home address for less than 3 years)

  
  
  
Postcode

Existing Bank of Scotland/Halifax connection?

Sort Code:  Account No./Roll No.

#### Additional Personal Information to enable us to verify and safeguard account information

Date of Birth

Date:  Month:  Year:

Place of Birth

Mother's Maiden Surname

Name of First School Attended

#### Declarations

Data Protection Act Declaration

By signing this document

- I understand that all my personal data will be treated confidentially.
- I agree that any memorable data provided will only be processed in order to provide for administration of the service requested and to verify and safeguard account information.
- I authorise you to search and record information at Credit Reference agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

Customer Declaration

Words and expressions defined in the Internet Banking Terms and Conditions set out after this Application Form have, when used in this Declaration and Mandate, the same meaning as they have in the Internet Banking Terms and Conditions.

**I have read and accept the Internet Banking Terms and Conditions.**

**I confirm that the information given on this form is true, accurate and complete.**

**I wish to use the Service on behalf of the business detailed above.**

Please sign this form

Signed

Date

Please photocopy and continue on a separate sheet if necessary

### Nominated User 3

#### Internet and Telephone Banking Nominated User Form - You must be entitled to disclose personal information

##### Completion Instructions

- \* Carefully read the Internet Banking Terms and Conditions
- \* Complete all white sections of the form in block capitals or delete as appropriate

Before completing this form, please ensure that you have read and agreed to the Data Protection Act Declaration and the Customer Declaration above the signature box on this form.

**BANK USE ONLY**

CIF ID

Return the completed form to FREEPOST Business Banking, Team ITB, Ground Floor, Teviot House, 41 South Gyle Crescent, Edinburgh, EH12 0BR

##### Details of Business

Name of Business

Business Address

Postcode

##### Details of Nominated User

Title (Mr/Mrs/Miss/Ms/Other)

Full Name

Nationality

Country of Residence

Home Address

Postcode

Previous Address (please complete if you have lived at your home address for less than 3 years)

Postcode

Existing Bank of Scotland/Halifax connection?

Sort Code:	Account No./Roll No.
------------	----------------------

##### Additional Personal Information to enable us to verify and safeguard account information

Date of Birth

Date:	Month:	Year:
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Place of Birth

Mother's Maiden Surname

Name of First School Attended

##### Declarations

Data Protection Act Declaration

By signing this document

- I understand that all my personal data will be treated confidentially.
- I agree that any memorable data provided will only be processed in order to provide for administration of the service requested and to verify and safeguard account information.
- I authorise you to search and record information at Credit Reference agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

Customer Declaration

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**I have read and accept the Internet Banking Terms and Conditions.**

**I confirm that the information given on this form is true, accurate and complete.**

**I wish to use the Service on behalf of the business detailed above.**

Please sign this form

Signed

Date

Please photocopy and continue on a separate sheet if necessary



Nominated User 4

Internet and Telephone Banking Nominated User Form - You must be entitled to disclose personal information

Completion Instructions

- \* Carefully read the Internet Banking Terms and Conditions
\* Complete all white sections of the form in block capitals or delete as appropriate

Before completing this form, please ensure that you have read and agreed to the Data Protection Act Declaration and the Customer Declaration above the signature box on this form.

BANK USE ONLY
CIF ID

Return the completed form to FREEPOST Business Banking, Team ITB, Ground Floor, Teviot House, 41 South Gyle Crescent, Edinburgh, EH12 oBR

Details of Business

Name of Business
Business Address
Postcode

Details of Nominated User

Title (Mr/Mrs/Miss/Ms/Other)
Full Name
Nationality
Country of Residence
Home Address
Postcode
Previous Address (please complete if you have lived at your home address for less than 3 years)
Postcode

Existing Bank of Scotland/Halifax connection?
Sort Code:
Account No./Roll No.

Additional Personal Information to enable us to verify and safeguard account information

Date of Birth
Date: Month: Year:
Place of Birth
Mother's Maiden Surname
Name of First School Attended

Declarations

Data Protection Act Declaration
By signing this document
I understand that all my personal data will be treated confidentially.
I agree that any memorable data provided will only be processed in order to provide for administration of the service requested and to verify and safeguard account information.
I authorise you to search and record information at Credit Reference agencies for the purpose of checking my identity for the prevention of money laundering and fraud.

Customer Declaration
Words and expressions defined in the Internet Banking Terms and Conditions set out after this Application Form have, when used in this Declaration and Mandate, the same meaning as they have in the Internet Banking Terms and Conditions.
I have read and accept the Internet Banking Terms and Conditions.
I confirm that the information given on this form is true, accurate and complete.
I wish to use the Service on behalf of the business detailed above.

Please sign this form
Signed
Date

Please photocopy and continue on a separate sheet if necessary

## Internet Banking Terms and Conditions

### 1. Definitions

In these terms and conditions which shall be governed by Scots law:-

'Account' means any account(s) held by the Bank in the name of the Customer, whether in single or joint names other than specific types of accounts that cannot be used in conjunction with the Service details of which the Bank will provide to the Customer on request.

'Application' means the application in respect of Internet Banking available from the Websites or (as the case may be) the application form overleaf.

'Bank' means the Governor and Company of the Bank of Scotland and its successors and assignees and/or as applicable Bank of Scotland Offshore Limited and its successors and assignees.

'Customer' means an individual, partnership, company, local authority, or other body corporate, trust or unincorporated association or entity which has accepted these terms and conditions for the provision of the Service. Where the Customer is more than one person or entity the liability of each to the Bank shall be joint and several.

'Nominated User' means a person or persons permitted to use the Service on behalf of the Customer which shall be:

- the person or persons so named in the Application; and
- any person or persons notified to the Bank pursuant to Clause 5 below; and
- such other person or persons who may replace the persons referred to in (a) and (b) above from time to time at the sole discretion of the Customer, subject to the Customer notifying the Bank in writing prior to the replacement.

'Offshore Customer' means Customers with Accounts held by Bank of Scotland branches in Jersey and/or Isle of Man.

'On-Line Help' means the help files accessed from the Websites that assist users in the use of the Service, as amended from time to time by the Bank.

'Secured Input' means the procedures which the Bank may advise the Customer or any Nominated User of from time to time to enable use of the Service which shall include without limitation a user identification code.

'Service' means the Internet Banking service provided by the Bank that enables the Customer to obtain access to information and give instructions to the Bank via the Websites or via telephone and thereby:-

- obtain information on any Account including transactions and standing instructions;
  - transfer funds to and from any Account (subject to any account restrictions agreed separately with the Customer);
  - instruct transfers to third parties' accounts; and
  - use the other facilities which the Bank may from time to time incorporate into the Service;
- all to the extent that the Service permits from time to time.

'Websites' means the websites through which the Service may be accessed as notified to the Customer from time to time, which may constitute computer server equipment and programs owned and operated by the Bank and or the Bank's business partners.

### 2. Terms and Conditions

These terms and conditions are subject to the operating terms and conditions relating to the Account(s) as previously notified by the Bank. Subject to Clause 4 below, in the event of a conflict, the operating terms and conditions relating to the Accounts will apply. The Bank may vary these terms and conditions at any time by giving to the Customer not less than 30 days notice of any change to these terms and conditions, save where the change needs to be made sooner to protect the security of the Service or the Account or where the change is dictated by circumstances beyond the Bank's control. If the change is clearly to the detriment of the Customer the Bank will notify the Customer personally and ignore the 30 days' notice period which applies to termination of the Service. Changes to these terms and conditions will be made to:

- reflect a change in market conditions, good banking practice or legislation;
- reflect a development or change in the services or facilities the Bank provides; or
- to ensure the good management or competitiveness of the Bank's business.

Changes may be notified either in writing or by way of a broadcast message appearing on the Service noticeboard or posted on the Bank's public website or by e-mail to the most recent e-mail address held on the Bank's records (if held).

By accessing the Service, Customers and Nominated Users are deemed to accept the Terms and Conditions applicable from time to time to the Service.

### 3. Telephone

By accepting these terms and conditions the Customer and any Nominated User will be able to access the Service via one of the Bank's designated telephone banking services. The Bank may record telephone calls made by the Customer or any Nominated User to the Bank so that the Bank has a record of instructions given to it. The Bank may also listen to such calls to help it improve the quality of its service.

### 4. Joint Accounts

The Service may be used in connection with joint Accounts provided that all Account holders consent to operation of the Account via the Service (whether or not any of them wish to take advantage of the Service themselves) by a single Account holder and that any single Account holder to a joint Account may validly give instructions via the Service to the Bank in accordance with Clause 5. Any consent given pursuant to this Clause 4 shall supersede any other existing arrangements that may apply to the operation of such joint Account.

### 5. Security

To enable the Customer to use the Service the Bank will notify the Customer or any Nominated User from time to time of its Secured Input.

A Customer may inform the Bank, in writing, of the name(s) of any additional persons that are to become Nominated Users and, as appropriate, the relevant authority levels for each of those persons. The Bank will then notify that Nominated User of any changes to the Secured Input that may be necessary.

A Customer may by informing the Bank set new or replacement authority levels for any Nominated User acting on its behalf and may set different authority levels for different Nominated Users. The Customer must notify the Bank in writing of the removal of any Nominated User's authority.

Neither the Customer nor any Nominated User shall disclose to nor allow anyone else use of or access to its Secured Input. The Customer shall take all reasonable precautions (including where appropriate implementing and maintaining adequate security measures) to ensure that the Secured Input remains secret and confidential to the Customer and any Nominated User and that the Secured Input is not disclosed to anyone else. Should the Customer suspect that the Secured Input has become known to an unauthorised person or suspects any misuse of or breach of confidentiality or secrecy in respect of the Secured Input the Customer shall immediately contact the Bank. In any event the Secured Input passwords shall be changed at least once every twelve consecutive calendar months.

The Customer and any Nominated User shall comply promptly with all changes or requests for changes to its Secured Input whenever so notified or requested by the Bank.

### 6. Acting on Customer Instructions

The Bank is irrevocably and unconditionally authorised by the Customer to act on all instructions (in whatever form) received in respect of the Customer's Account via the Service and to debit and credit the relevant Account with the amount of all transactions initiated through the Service.

The Customer acknowledges that the supply of the Secured Input when contacting the Bank via the Service is sufficient evidence for the Bank to assume that it is dealing with the Customer without the Bank being required to make any further enquiry or need to verify such authority or instruction and the Bank may act on such authority or instruction or purported authority or purported instruction accordingly. Once the Customer has told the Bank of any misuse of or breach of confidentiality or secrecy in respect of the Secured Input the Bank will take steps to prevent the Secured Input being used to access any Account. Until the Bank has been told of this, the Customer will be responsible for any authority or instruction given using the Customer's Secured Input, even if it was not given by the Customer or a Nominated User. The Bank will not be liable for having acted on such instructions. Normally, the Bank will pay back into the appropriate Account the amount of any payments the Bank makes after the Customer or a Nominated User has informed it of any security problems. However, if the Bank can show that the Customer or a Nominated User has acted fraudulently or has been grossly negligent the Customer may be responsible for all payments made by the Bank and all losses on the Account.

Instructions received via the Service will only be accepted by the Bank when the Customer has the right to use the Service and this has not been withdrawn or suspended for any reason. Provision of the Service will not entitle the Customer to overdraw any Account if borrowing arrangements have not been made with the Bank or to overdraw in excess of any limit agreed by the Bank.

The Customer acknowledges that notwithstanding anything stated in this Clause 6, the Bank reserves the right to withdraw the Service if it has any suspicion that the Secured Input has or may have been disclosed to any unauthorised person or if it has reasonable grounds to believe that the Service is being used illegally or fraudulently. The Customer further acknowledges that in exceptional circumstances the Bank may at any time until further notice withdraw or suspend the operation of the Service but will promptly notify the Customer of any such withdrawal or suspension.

### 7. Customer Obligations

When using the Service the Customer shall at its own expense provide and maintain facilities suitable for gaining access to the Service and shall be responsible for ensuring that these meet any requirements specified by the Bank from time to time. If the Customer is using the Service for business purposes, it shall make suitable contingency arrangements including back up procedures in accordance with any good industry practice applicable to the Customer to cover system or operating failures or suspension or withdrawal of the Service. The Customer shall comply with the requirements and directions of the On-Line Help, use the Service only for the purposes specified in the On-Line Help, and ensure that all instructions given are clear, correct and complete.

The Customer shall let the Bank know immediately if it becomes aware of any failure to receive or delay in receiving any authorisations or instructions through the Service, or any payment or transfer of funds made or to be made pursuant to such authorisations or instructions, or any known or suspected error or fraud in or affecting the sending or receiving of any such authorisations or instructions or payment or transfer of funds, or any known or suspected error affecting the user data, or any programming error, defect or corruption of any such authorisations or instructions. A Customer shall use its reasonable endeavours to assist the Bank in any remedial steps proposed by the Bank in relation to any such failure, delay, error, defect or corruption.

The Customer shall not delete, amend or alter in any way any proprietary notices, trademarks or service marks appearing on any materials furnished to it in connection with these terms and conditions or the Service.

It is up to the Customer to check the Service and the Bank's public website regularly for any notices applicable to the Customer.

## Terms and Conditions (cont'd)

### 8. Financial Information available via the Service

The financial information available by means of this Service is for reference purposes only as all transactions may not have been updated in the Bank's books. The timing of processing may vary depending on whether the transactions are processed manually or electronically and some transactions will be updated immediately while others will not be processed until after the close of business. This may result in the information available to Customers via the Service not reflecting transactions in the Bank's hands which have yet to be processed. Similarly, items showing on screen may not yet have been checked for validity or approved for payment and may not be credited or debited to the Account on the subsequent completion of the Bank's checking procedures. Whilst the Bank shall use reasonable endeavours to ensure that all financial information available through the Service is regularly reviewed and is accurate, the Bank shall not be liable for any loss incurred or damage suffered by the Customer by reason or in consequence of any such financial information not being complete, accurate or up to date. In view of the contents of this Clause 8 and without prejudice to these terms and conditions the Bank reserves the right and is hereby authorised (where in its reasonable opinion it is necessary or appropriate to do so for the proper management of the Accounts) to reverse any transaction entry (including in respect of unpaid cheques) and make the necessary adjustments to the Accounts.

The records that the Bank from time to time maintains of authorisations and instructions received and payments and transfers of funds and any transactions effected by the Customer or any of its Nominated Users or the Bank in connection with the Service shall, to the extent of such records and in the absence of mistake, error or oversight, be conclusive proof and evidence of such authorisation, instructions, payments, transfers and transactions and their respective constituents and the times at which they were sent, received or effected.

### 9. Charges

The Bank reserves the right to charge the Customer a fee for the right to use the Service. The Bank may introduce such fee or vary the basis of any existing fee by giving to the Customer not less than 30 days personal notice.

### 10. Proprietary Information

The documentation and information supplied to the Customer and any Nominated User in connection with the Service, including without limit the Secure Input (the "Proprietary Information") is the confidential information of the Bank. The copyright, service marks, trade marks and all other intellectual property rights in the Proprietary Information wherever in the world enforceable shall at all times remain vested in the Bank or, if the terms of any contract the Bank has with any licensor otherwise specify, in such licensor. The Customer shall take all reasonable steps to protect the Proprietary Information and shall notify the Bank if it becomes aware of any breach of any of the Bank's intellectual property rights in the Proprietary Information. The Customer acknowledges that it does not own any right of copyright or other intellectual property rights in the Proprietary Information.

The Customer shall not take copies, transfer, sell, lease, rent, make available to third parties or charge or otherwise deal with the Proprietary Information.

If the Customer accesses the Service from a country outside the United Kingdom, the Customer shall be responsible for complying with the laws and regulations of that country.

### 11. No warranty

The Bank does not warrant that the use of the Services will meet the Customer's requirements or that the operation of Service will be uninterrupted or error free.

If the Customer is a company or otherwise acting for the purposes of its trade, business or profession, then except as expressly set out in these Terms and Conditions all conditions, warranties, terms and undertakings express or implied, statutory or otherwise, in respect of the provision of the Service or otherwise are hereby excluded.

### 12. Liability

Subject to any terms implied by law or by the rules of any regulatory body and which cannot be excluded, the Bank shall not be liable in contract, tort (including negligence), delict or otherwise:

- for the fraud of the Customer or Nominated User;
- for any downtime, unavailability, failure, malfunction, distortion or interruption to the Service, whether caused by a failure in the Websites, or any communications means or otherwise;
- for any omission, error, discrepancy, ambiguity in any Customer or Nominated User instructions, for any failure by the Customer or Nominated User to use the Service in accordance with these terms and conditions, the On-Line Help or any other instructions provided by the Bank from time to time (whether in writing, electronically or orally) or any misuse or abuse of the Service by the Customer or any neglect or default by the Customer or any loss or damage caused or suffered by the Customer's equipment as a result of being connected to the Service;
- for indirect or consequential loss or damage or loss of profit, opportunity, goodwill, or for loss of or damage to data or for secondary or indirect loss or damage or for damage to for loss of anticipated savings;
- for force majeure, including, without limitation, industrial disputes, any act or omission by any third party or the revocation of any licence held by the Bank in connection with the Service or any other act or omission outside of the Bank's control; and
- for any loss or damage incurred by the Customer through use of financial information available through the Service, whether or not such information is current.

Nothing in these Conditions shall limit the Bank's liability to the Customer for fraud by the Bank or for death or personal injury resulting from its negligence or that of its employees or agents.

The Customer shall be responsible for any such loss which may be incurred by the Bank as a consequence of any material breach by the Customer of these terms and conditions and the Customer will indemnify the Bank against any claims made against the Bank for recompense for such loss and any costs incurred by the Bank in connection with such claim.

### 13. Termination

These terms and conditions between the Bank and the Customer may be terminated by either party giving to the other not less than 30 days' prior written notice at any time.

The Bank may terminate access to the Service immediately by written notice in the event that:-

- the Customer or any third party takes steps to wind up, dissolve or submit a petition for bankruptcy relating to the Customer; or
- the Customer is insolvent or makes any arrangement or composition with its creditors; or
- a liquidator, trustee, receiver, administrator, administrative receiver or similar officer is appointed over the undertaking or assets of the Customer; or
- any creditor executes diligence against the Customer, whether effectual or not, or any distress or execution is levied or enforced against the Customer or any garnishee order is made and served; or
- the Customer materially breaches these terms and conditions.

Termination shall be without prejudice to all accrued rights, remedies and obligations and to the provisions of Clauses 10 and 12 which shall continue in full force and effect.

### 14. General

These terms and conditions are personal to the Customer and none of the rights, benefits or obligations hereunder may be assigned or sub-contracted either in whole or in part by the Customer.

The waiver by the Bank of a breach or default of any of the provisions of these terms and conditions by the Customer shall not be construed as a waiver of any succeeding breach of the same or any other provisions nor shall any delay or omission on the part of the Bank to exercise or avail itself of any right, power or privilege that it has or may have under these terms and conditions operate as a waiver of any breach or default by the Customer.

### 15. Notices

All notices given to the Bank in connection with these terms and conditions must be in writing and sent to the Customer's Account holding Branch marked for the attention of the manager or to eCommerce, Citymark, 150 Fountainbridge, Edinburgh, EH3 9PE, by ordinary (first class) post or facsimile transmission. Any notice, which is sent (a) by ordinary (first class) post, shall be deemed to have been served 2 working days after the time of posting or (b) by facsimile transmission, shall be deemed to have been served when transmitted, if transmitted during working hours and otherwise on the next working day after transmission.

All notices given to the Customer by the Bank in connection with these terms and conditions (save as expressly stated otherwise in these terms and conditions) shall be in writing or sent by e-mail to the most recent e-mail address held on the Bank's records (if held) or by way of a broadcast message appearing on the Service noticeboard or posted on the Bank's public website. Any notice sent in writing shall be sent to the Customer at the latest address held on the Bank's records by ordinary (first class) post. Any notice sent in writing shall be deemed to have been served 2 working days after the time of posting. Any notice given to the Customer by the Bank by e-mail shall be deemed served when it has left the Bank's premises. Any notice given to the Customer by way of a broadcast message appearing on the broadcast noticeboard or posted on the Bank's public website shall be deemed served at the time it appears or (as the case may be) is posted.

If you are an Offshore Customer please see the notice to Offshore Customers below.

### 16. Unenforceable provisions

In the event that any provision of these terms and conditions is held unenforceable, it will not affect the validity and enforceability of the remaining provisions and will be replaced by the enforceable provision that comes the closest to the intention underlying the unenforceable provision.

### 17. Jurisdiction

The parties hereby accept the non-exclusive Jurisdiction of the Court of Session in Scotland.

### Notice to Offshore Customers

The Governor & Company of the Bank of Scotland (Bank of Scotland) was constituted in Edinburgh, Scotland, UK in 1695 by an Act of Parliament with its Head Office at The Mound, Edinburgh, EH1 1YZ. Bank of Scotland is registered with the Jersey Financial Services Commission for Banking Business and with the Isle of Man Financial Supervision Commission for Banking and Investment Business. Copies of the latest Report and Accounts of Bank of Scotland is available on request from Bank of Scotland, Head Office, The Mound, Edinburgh, EH1 1YZ, Scotland, UK and PO Box 588, 4 Don Road, St. Helier, Jersey JE4 8XU, Channel Islands. Deposits made with Bank of Scotland, Isle of Man branch and Bank of Scotland Offshore Limited, are subject to the Isle of Man Banking Business (Compensation of Depositors) Regulations 1991 but are not covered by the Financial Services Compensation Scheme established under the Financial Services and Markets Act.

# Would you like more information?

For more information please telephone us on:

# 0845 300 2924†

(Lines are open 24 hours a day, 7 days a week)

You can also find us at:

[www.bankofscotlandbusiness.co.uk](http://www.bankofscotlandbusiness.co.uk)

Bank of Scotland is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. The Scheme was set up mainly to assist private individuals, although small businesses are also covered. Larger businesses are generally excluded. Where a customer has made deposits in a savings or bank account, payments under the scheme are limited to 100% of the first £2,000 and 90% of the next £33,000 of the total deposits subject to a maximum payment to any one depositor of £31,700. Most deposits denominated in sterling and other European Economic Area currencies and euros made with offices of the bank within the European Economic Area are covered. There are different levels of protection for other investments Covered by the Financial Services Compensation Scheme. Further details of the scheme are available on request.

Bank of Scotland subscribes to the Statement of Principles "Banks and Businesses – Working Together When you Borrow", and the Business Banking Code, copies of which are available on request.

† Telephone calls may be recorded for security purposes and may be monitored under our quality control procedures.

Information is available in large print, audio and Braille on request; please call for details. You may contact us using Type Talk.

## For Bank Use Only:

Date Application received	<input type="text"/>
Verification Procedure complete	<input type="text"/>
Main CIF ID	<input type="text"/>
2nd CIF ID	<input type="text"/>
3rd CIF ID	<input type="text"/>
4th CIF ID	<input type="text"/>
Nominated User A CIF ID	<input type="text"/>
Nominated User B CIF ID	<input type="text"/>
Nominated User C CIF ID	<input type="text"/>
Nominated User D CIF ID	<input type="text"/>
Branch Contact	<input type="text"/>
Branch Telephone Number	<input type="text"/>

Memorable  
Data

  
  
  

Agreement  
set up

  
  
  

Welcome Letter  
generated

  
  
  

Place Branch Stamp in space below

Form No. 4001436

LJM-02/12/2004

 **BANK OF SCOTLAND**  
**BUSINESS BANKING**