

Coutts Bankline Terms



Coutts Bankline Terms

These Terms apply to the Bankline internet banking service (Bankline) provided by Coutts & Co. They form part of the Agreement made between the Client and the Bank by the application form which refers to them. The Bankline Agreement includes the Bankline Website through which the service is accessed (Website), all Bankline material and all associated Bankline software which the Bank may provide (Software). These terms are separate to but are supplementary to the Conditions of Use for Business Current Account, a copy of which can be provided by the Bank upon request.

1. Use of Coutts Bankline

- 1.1 Bankline enables the Client to access and give Instructions regarding the Client's Accounts and any third party's Accounts (Accounts), included in Bankline.
- 1.2 The Bank recommends the Client appoints two or more Administrators to manage Bankline.
- 1.3 The Client gives Administrators full power to administer and operate Bankline for the Client. In the case of Dual Administration, two Administrators must act together. Administrators are responsible for:
 - 1.3.1 Appointing other Administrators;
 - 1.3.2 Authorising, appointing, removing and supervising other individuals (Users) to access and use Bankline for the Client. Each Administrator will also be a User;
 - 1.3.3 Allocating the password controls and the levels of authority and access of each User (Privileges).
- 1.4 The Privileges are in place of any other mandate or authority held by the Bank for the operation of the Accounts.
- 1.5 The Bank will send to the Administrators any security devices (including Smartcards and readers) and information relating to Users and Bankline. The Bank will send any PINs and passwords direct to the Users.
- 1.6 The Bank may:
 - 1.6.1 Suspend or withdraw all or any part of Bankline to carry out maintenance work.
- 1.7 The Bank may suspend the Client's use of Bankline for security reasons, or where the Bank suspects unauthorised or fraudulent use of Bankline. Unless there is a security or other legal reason not to, the Bank will notify the Client either before it takes any action, or immediately after, and give the reasons for doing so.
- 1.8 The Bank does not guarantee the availability of Bankline and accepts no liability arising from non-availability. Where possible,

the Bank will notify the Client in advance of any suspension or withdrawal of Bankline.

- 1.9 The Bank will give notice of the availability of Bankline, any changes to the Terms, or of other matters, on the Website pre-login or login screen.
 - 1.10 These Terms are in addition to the Conditions of Use applicable to the Accounts themselves.
- ## 2. Client obligations
- 2.1 The Client will, and will ensure that Administrators and Users:
 - 2.1.1 control and monitor the use of Bankline to prevent unauthorised or erroneous Instructions and to minimise the risk of fraud;
 - 2.1.2 make no link or other connection between Bankline and any third party's website;
 - 2.1.3 comply with the rules, procedures and security measures and operate the security devices, as required by the Bank on the Website and in Bankline material;
 - 2.1.4 prevent the security measures and devices from becoming known to or accessible by any unauthorised person;
 - 2.1.5 keep secret and confidential the operation and details of Bankline, even after termination of the Agreement;
 - 2.1.6 back up the Client's data in case of any failure, suspension or withdrawal of Bankline;
 - 2.1.7 use a separate email address for each individual User and Administrator;
 - 2.1.8 use equipment and systems suitable for Bankline as specified by the Bank;
 - 2.1.9 maintain the Client's own hardware and software and take appropriate measures to prevent contamination by viruses or similar threats.

3. Instructions

- 3.1 Instructions given to the Bank through Bankline are treated as the Client's consent to make a payment or take other action. The Bank is under no obligation to allow an Instruction to be cancelled or amended once received and even if the Bank tries to reverse or revoke an action carrying out an Instruction, it may not be able to do so.
- 3.2 Receipt of Instructions by the Bank is not guaranteed by the use of Bankline.
- 3.3 The Bank may request additional authorisation or details for any Instruction.

- 3.4 The Bank will act on an Instruction during the hours of operation on a Working Weekday and in accordance with the cut-off times advised by the Bank on the Website or in any Bankline material.
- 3.5 The Bank will act on an Instruction during the hours of operation on a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays (Working Weekday) and in accordance with the cut-off times advised by the Bank on the Website or in any Bankline material. The Client may, in some situations, use Bankline to give the Bank an Instruction to make a sterling payment within the UK outside of normal business hours. Where these Instructions can be accepted, the payee's bank will be credited with these funds on the same day.
- 3.6 The Client must ensure all Instructions contain the correct account numbers or International Bank Account Number (IBAN) as required by the Bank. The omission of a required number or IBAN or inclusion of an incorrect number or IBAN, may result in delay, or loss and the Bank is entitled to charge for the recovery of funds where the required number or IBAN is omitted or an incorrect number or IBAN is contained in the Instruction. The Bank is not responsible for checking the beneficiary name or other account details. The Bank will not be liable for acting on an Instruction even if it is ambiguous, incomplete or inaccurate. If the Bank refuses to make a payment, unless there is a security or other legal reason not to, the Bank will notify the Client on the Website or through the Client's commercial banker and, if possible give the Bank's reason for doing so.
- 3.7 Any confirmation that a payment should reach the beneficiary's bank by a certain date is no guarantee that the funds will be available to the beneficiary by that date.
- 3.8 The Client must ensure that any Instructions or operations affecting a third party's Accounts are done with the authority of the third party.
- 4. Security**
- 4.1 Reduced security risks for Bankline are achieved through the use of browser based encryption and various security measures described in Bankline material and on the Website. The Bank will use all reasonable endeavours to keep Bankline secure.
- 4.2 The Bank does not guarantee that Bankline is free from viruses or other security risks. The Bank will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 4.3 The Client will tell the Bank by telephoning the Bankline Support Team or their commercial banker immediately if the Client:
- 4.3.1 suspects or believes that:
- any security device is lost, misused or stolen;
 - any security measures may be known to a person other than an Administrator or relevant User;
 - there has been any unauthorised use of Bankline;
 - Bankline security measures may no longer be adequate;
- 4.3.2 wishes to change an Administrator;
- 4.3.3 knows or suspects there has been a failure or delay in the Bank receiving any Instruction or knows or suspects a programming or transmission error, defect or corruption in any Instruction. The Client will assist the Bank to remedy the problem;
- 4.3.4 discovers that any information on the Website is incorrect.
- 4.4 If the Client tells the Bank that there has been a breach of security, the Bank will promptly cancel the security measures and any security devices as necessary.
- 4.5 If information accessed or received through Bankline is not intended for the Client, the Client will:
- 4.5.1 immediately notify the Bank;
- 4.5.2 not access the information further and immediately delete it;
- 4.5.3 keep the information confidential.
- 5. Intellectual property**
- 5.1 Bankline, the Website, all Software and Bankline material are the property of the Bank and its suppliers and are protected by copyright and other intellectual property rights. The Bank grants the Client a non-transferable licence to use Bankline for the duration of the Agreement.
- 5.2 The Client will use the Software and any other equipment and materials supplied by the Bank solely for the purposes of operating Bankline.
- 6. Confidentiality**
- 6.1 The Bank will take reasonable care to maintain the confidentiality of information relating to the Client. The Client authorises the Bank to provide third parties with information the Bank believes is necessary, where it engages a third party (Third Party Supplier) in connection with Bankline, or to carry out an Instruction.
- 6.2 To carry out an Instruction, the Bank may be required to transfer personal information to third parties. This may mean personal information is transferred to countries which do not provide the same level of protection for personal information as the UK. By giving an Instruction, the Client agrees to this and confirms the Client is authorised to instruct the Bank to transfer personal information relating to others. Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.
- 7. Exclusions and indemnity**
- 7.1 The liability of the Bank under the Bankline Agreement is set out in the Account Agreement. A copy of the Account Agreement will be provided by the Bank at any time on request.
- 7.2 The Bank is not liable for any loss arising from any cause beyond the Bank's control or arising from any of the following, unless caused by the Bank's or its Third Party Supplier's negligence or wilful default:
- 7.2.1 unauthorised access to any confidential information accessible through Bankline;
- 7.2.2 disruptions to Bankline.
- 7.3 The Bank is not liable for:
- 7.3.1 loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- 7.3.2 any indirect or consequential loss.
- 7.4 The Bank does not guarantee that the Software is error free.
- 7.5 The Bank is not liable for any:

- 7.5.1 errors, failures or costs arising from any malfunction of the Client's equipment or provision of services from the Client's Internet Service Provider;
 - 7.5.2 security-related information or advice provided by the Bank.
- 7.6 The Client will indemnify the Bank against any claims, liabilities, costs, expenses, damages or losses (whether direct, indirect or consequential) that the Bank incurs from Instructions or operations affecting third party's Accounts or any third party claim arising out of or relating to the Client's use or failure to use Bankline.

8. Fees and charges

- 8.1 The Client will pay the Bank's fees and charges (plus VAT if applicable) detailed in the tariff available from the Bank. The Bank may vary the tariff by giving the Client 60 days' notice.
- 8.2 The Bank may apply all amounts due to an Account of the Client with the Bank, even if it causes that Account to be overdrawn or exceed any limit.

9. Termination

- 9.1 The Client may terminate the Bankline Agreement by giving the Bank 30 days' notice.
- 9.2 The Bank may terminate the Bankline Agreement by giving the Client not less than 60 days' notice.
- 9.3 The Bank may terminate the Bankline Agreement and with immediate effect, or suspend or limit the Client's or any Administrator's or User's use of Bankline if:
 - 9.3.1 the Bank's licence for any Software is terminated or suspended;
 - 9.3.2 the Client breaches the Bankline Agreement;
 - 9.3.3 the Client proposes a voluntary arrangement with its creditors;
 - 9.3.4 there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Client in any jurisdiction, except as part of a re-organisation agreed by the Bank;
 - 9.3.5 any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Client;
 - 9.3.6 there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Client.
- 9.4 Bankline will terminate automatically if the Account on which Bankline is set up is closed unless the Client nominates an alternative Account.

10. Consequences of termination

- 10.1 On termination of the Bankline Agreement:
 - 10.1.1 the Bank may act on Instructions received before the date of termination;
 - 10.1.2 the Client will within 14 days, return to the Bank all Software and Bankline material;
 - 10.1.3 the Client will immediately delete the Software from the Client's equipment.
- 10.2 Termination of the Bankline Agreement will not affect any rights of either party accrued to the date of termination.

11. Transfers

- 11.1 The Bank may give to anyone any information about the Client or the Bankline Agreement in connection with any proposed transfer of, or financial arrangement by reference to, the Bankline Agreement. The Bank may allow any person to take over any of its rights and duties under the Bankline Agreement. References to the Bank in the Bankline Agreement include its successors.
- 11.2 The Client may not transfer the benefit of the Bankline Agreement.

12. Waiver

If the Bank waives any of its rights under the Bankline Agreement, it does not mean the Bank will waive that right in the future.

13. Severability

If any of the Terms are determined to be unlawful or unenforceable, the Term will be severed from the remaining Terms which will continue in full effect.

14. Entire Agreement

- 14.1 This Bankline Agreement forms the entire agreement between the parties in relation to Bankline. To the maximum extent permitted by law, all implied terms in relation to the Client's use of Bankline are excluded.
- 14.2 Except as set out in the Bankline Agreement, the parties do not have any rights against each other in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before the date of the Bankline Agreement in relation to Bankline. Nothing in the Bankline Agreement excludes liability for fraudulent misrepresentation, death or personal injury.
- 14.3 Save as amended or supplemented by this Bankline Agreement, the Account Agreement will continue in full force and effect. This Bankline Agreement relates solely to the provision and operation of Bankline and does not otherwise affect the Account Agreement or other agreements between the Bank and the Client, each of which will apply.
- 14.4 In the event of any conflict between the Bankline Agreement and the Account Agreement, the terms of the Bankline Agreement will prevail in so far as the conflict relates to the specific subject matter covered in the Bankline Agreement. In all other circumstances, the terms of the Account Agreement will prevail.

15. Changes

- 15.1 The Bank may change any of these Terms. If the change is to the Client's advantage, the Bank may make the change and will notify the Client either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' advance notice of the changes made. Revised Terms will be available online or from the Bank.
- 15.2 The Bank may change the Bankline material, Website and Software at any time.

16. Communications

- 16.1 All notices and other communications must be in writing.
- 16.2 The Bank may deliver a notice or communication to the Client by the Website, at the contact details last known to the Bank or the Client's Registered Office.
- 16.3 A notice or communication by the Bank will be effective at the time a message is posted on the Website; at the time of personal delivery; on the second Working Weekday after posting; or, if by fax, at the time of sending, if sent before 6.00pm on a Working Weekday, or otherwise on the next Working Weekday.
- 16.4 A notice from the Client to the Bank must be addressed to the Client's commercial banker and will be effective on receipt.

17. Law and jurisdiction

- 17.1 English law applies to the Agreement and the English Courts have exclusive jurisdiction.
- 17.2 For the benefit of the Bank, the Client irrevocably submits to the jurisdiction of the relevant courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with the Bankline Agreement in those courts will be conclusive and binding on the Client and may be enforced against the Client in the courts of any other jurisdiction.

18. Your information

We will use your information in accordance with the clause headed 'Your information' which forms part of the Conditions of Use of your existing Business Current Account agreement with us and which can be identified by the above symbol. If you require a copy of that clause, please ask your commercial banker.

Coutts & Co is authorised and regulated by the Financial Services Authority.
Coutts & Co Registered in England No 36695
Registered Office 440 Strand London WC2R 0QS

www.coutts.com



COU90674 (09/09)