

# Terms and Conditions – International Payment Service

Please read these Terms carefully. These Terms explain the Customer's rights and responsibilities and those of the Bank in respect of the use of the Bank's International Payments service. The International Payments service offered by the Bank is only available to Customers who hold an account with the Bank from which payments can be made. Nothing in these Terms affects the agreement governing the operation of the Customer's account(s) with the Bank (**Account Agreement**) which shall prevail in the event of a conflict between the two. These Terms, the Tariff, the associated guidance document and this payment form set out the Agreement that governs the use by the Customer of the Bank's International Payments service.

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1. In these Terms the following words and expressions shall have the following meanings:

**'Agents' Charges'** are the charges levied by the other financial institutions involved in the Payment;

**'Bank'** means National Westminster Bank Plc and its successors, transferees or assigns, who would also take subject to these terms;

**'Beneficiary'** means the intended payee of and as stated in Section 5 of the request form, the Payment;

**'Business Day'** means a day on which banks in the United Kingdom are generally open for business, other than weekends or local bank holidays;

**'BIC'** means the internationally recognised Business Identifier Code;

**'Customer'** means the association, company, individual, partnership, society or sole trader using the International Payments service offered by the Bank;

**'IBAN'** is the International Bank Account Number that is used to identify the Beneficiary's account;

**'Destination Country'** is the country in which the account of the Beneficiary is domiciled;

**'Europe'** means all European Union members (and associated territories) and from time to time European Economic Area (EEA) Member States (Iceland, Liechtenstein and Norway) as well as Monaco, San Marino and Switzerland;

**'Payment'** means the International Payment to be made on behalf of the Customer under the Bank's International Payment service as indicated by the Customer in the request form;

**'National Clearing Code'** is the code that identifies a particular bank and branch, e.g. BLZ;

**'SEPA'** means the Single Euro Payments Area in which you can make and receive non-urgent euro payments under the same basic conditions, rights and obligations regardless of your location in the European Union (EU) or European Economic Area (EEA); and

**'SWIFT'** means the Society for Worldwide Interbank Financial Telecommunications;

2. The Bank's responsibility –

2.1 Reasonable care will be exercised by the staff of the Bank. Should such care not be exercised then, subject and without prejudice to the limits on the liability of the Bank pursuant to the Account Agreement and Clause 7, the Bank will be responsible to the Customer only (not the Beneficiary or their banker) for any loss of a kind that would ordinarily be expected to occur. This includes interest but not loss of contracts or profits or other indirect or consequential loss.

2.2 An instruction to make a Payment as set out in the completed Payment form will be treated as the Customer's consent for the Bank to make that Payment.

2.3 The Bank undertakes to process the Payment on the date requested on this Payment form provided it is a Business Day. In either case, the instruction must be received by the cut-off time

specified in the guidance document "How to complete an International Payment Request Form" and otherwise subject to these Terms. Payment Instructions received on a non-Business Day or after the cut-off time on a Business Day will be processed on the next Business Day. The value date of the Payment will be no earlier than the date the Payment is debited to the account. If the date is left blank or the date requested has already passed when received by the Bank, the Payment will be processed on that Business Day if received before the cut-off time or on a non-Business Day. A Payment form in respect of a future dated Payment will be treated as received on the date for payment as specified by the Customer in the Payment form or, if this is not a Business Day, on the following Business Day.

3. Unless otherwise agreed between the Customer and the Bank, the Customer cannot cancel a Payment after the Bank has received the Payment form. In the case of future dated Payments, the Customer may cancel a Payment by notifying the Bank at least one Business Day before the Payment is due to be processed. The Customer will provide the name of the Beneficiary, Beneficiary's account number and bank details, Payment amount and Payment date. For SEPA Payments, only the IBAN is required, rather than BIC and IBAN.

4. The Customer is responsible for the accuracy of the Payment Instructions given on this Payment form and must ensure all Payment Instructions given on this form contain, as appropriate, the Beneficiary's name, account number, bank details and any National Clearing Code or SWIFT BIC as required by the Bank. For SEPA Payments only the IBAN is required, rather than BIC and IBAN. If this information is not provided, or is incorrect, incomplete or illegible, the Bank reserves the right to refuse to make the Payment and will notify the Customer of this in the manner set out in clause 5. Alternatively, the Bank may send the Payment Instruction using a different product, where different charging methods and Tariff will apply.

**The Customer must ensure all Payment instructions given on this Payment Form contain the correct account numbers or International Bank Account Number (IBAN) as required by the Bank to avoid the RISK TO THE CUSTOMER of Payment loss.**

The omission of a required account number, IBAN, SWIFT BIC or National Clearing Code, or inclusion of an incorrect account number, IBAN, SWIFT BIC or National Clearing Code may result in delay, loss or further Bank charges where the Bank seeks to recover the Payment. Details of these charges are set out in the Tariff. The Bank is not responsible for checking the Beneficiary name or any other details. The Bank will not be liable for acting on a Payment Instruction given on this form if it is ambiguous, incomplete or inaccurate.

5. If the Bank refuses to make the Payment, the Bank will notify the Customer by either letter, telephone, text message or any other form of communication agreed and, if possible, give the Bank's reasons for doing so. The Customer can obtain information about the refusal and, if possible, the Bank's reasons for refusing to make the Payment, along with information on how to correct any errors that led to the refusal, by contacting one of the Bank's branches in person or using telephone or internet banking (unless a legal reason or certain other limited circumstances beyond the Bank's control prevent the Bank from providing the Customer with this information).

6. If a Payment is returned, it will be re-credited to the originating Account. If the Payment is returned in a different currency from the currency of the Account, it will be converted at the exchange rate applicable at the date and time it is credited to the Account. This means that the Payment to the Account may be more or less than the original debit.

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7. The Bank does not accept liability for any loss arising from any cause beyond the Bank's control or for any delay in transit or for any failure in the Payment reaching the intended Beneficiary's account, unless such delay or failure is caused by the negligence or wilful default of the Bank.

The liability of the Bank under this Clause 7 shall be limited to that provided for in the Account Agreement and Clause 2. Notwithstanding any other provision of these Terms the Bank shall have no liability for, and may delay or refuse to process or proceed with processing any Payment, without giving notice or reason to the Customer or the Beneficiary if:

- (i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or following advice from any governmental or regulatory (in each case either domestic or international) authority; or
  - (ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.
8. The Customer may provide a maximum of 105 characters including spaces (140 characters for SEPA payments) to describe the Payment (e.g. Invoice no.12345). The Bank will not be responsible for any loss resulting if the number of characters must be reduced within the maximum number.
9. Except where otherwise agreed with the customer, the actual exchange rate that will be applied in foreign currency conversion will be the Bank's prevailing rate at the date and time the payment is processed by the Bank. Prior to giving the Bank instructions for a payment, the Customer may request confirmation of the actual exchange rate to be applied to the payment from the Bank, and where possible, the Bank shall do so. In all other cases, the Bank will inform the customer of the actual exchange rate applied as soon as reasonably practicable after the payment is processed. Reference Exchange Rates are published at [www.rbs.co.uk](http://www.rbs.co.uk) and can be found by searching "Commercial Exchange Rates" using the site search engine or are available from the Bank. The Reference Exchange Rates are indicative only and are made available by the Bank solely for reference purposes.
10. The Customer will pay the Bank's fees and charges for use of the Bank's International Payment service. The charges are detailed in the Tariff, available from the Bank at any time on request.
11. Unless otherwise agreed, the charges to be paid by the Customer will be debited to the account from which the Payment is being made and shown on the next statement or advice provided on the account. Charges will be debited at the time the Payment is made.

12. When sending Payments outside of Europe by International Transfers the Customer may choose to (a) pay the Bank's charges and the Beneficiary will pay their own banks charge(s), (b) have all fees paid by the beneficiary or (c) pay all the charges for the Payment. Details about Agents' Charges can be found in the "How to Complete an International Payment Request Form" accompanying this form. All Agents' Charges are subject to change and those applicable at the time of the transfer will be charged and, unless otherwise agreed, will be debited to the Account from which the Payment is being made.

When sending Payments across Europe, the Customer will pay the Bank's charges and the Beneficiary will pay their own banks charge(s). The Bank reserves the right to send the Payment using an alternative Payment method which may incur additional charges, if the BIC or IBAN are not quoted or quoted incorrectly in the Beneficiary details. Details of those additional charges are available from the Bank. For SEPA Payments only IBAN is required, rather than BIC and IBAN.

13. **IMPORTANT – The Bank will normally send all Payments to the beneficiary in the local currency of the destination country UNLESS expressly instructed by you otherwise when making the Payment instruction. If a conversion is required to complete a transaction, the Bank's chosen bank, or the beneficiary bank, may convert the payment at their market rate into local currency. Please be aware that some currencies are restricted, and that in some instances the payment may be sent in the preferred currency of the destination country, e.g. GBP, EUR or US\$. Any currency conversion will be undertaken in the manner set out in the Account agreement. In order to make a payment the Bank may use any payment or clearing system or intermediary bank it reasonably selects. The Bank will act in accordance with the rules and regulations from time to time of such payment or clearing system.**

14. Confirmation of faxed payment instructions is not required, where the Customer has a valid Letter of Authority or Relationship Authority in operation with the Bank. In the event that confirmations are sent, then they must be clearly marked 'Confirmation of fax', otherwise the Bank cannot be held responsible should a duplicate Payment be made.
15. In order to make payment through the banking payments system the Bank may require to transfer relevant personal information to third parties. This may mean that such personal information will be transferred to countries which do not provide the same level of protection for your personal information as the UK. By completing this Payment form the Customer agrees to this and confirms they are authorised to instruct the Bank to transfer personal information relating to other individuals named. Information transferred to these 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.
16. All Notices and other communications in relation to this Agreement must be in English and in writing.
17. If your account is at a branch in Scotland, Scots law applies to these Terms and Scottish Courts have exclusive jurisdiction. If your account is elsewhere, English law applies to these Terms and English Courts have exclusive jurisdiction.
18. Pricing and Cut off times as below:

Service	Destination	Indicative Timescale for funds to arrive	Cut-off time	Tariff
International Transfers*	Rest of the World or Europe (non euro or without valid BIC & IBAN)	Same Day or 1-2 days depending on the destination country	2pm	£30.00
SEPA	For SEPA Payments only IBAN is required.	Next Business Day	1.30pm	£10.00

\* Agents' Charges may also apply to these transactions

19. **The terms below apply to business and corporate customers. Payments in Renminbi ("CNY") can only be made via Bankline.**

- One of the purpose codes required by the Bank must be provided with the instruction by the Customer. The payment must be for that purpose only.
- It is recommended that the payment information contain an invoice or purchase order number for the transaction.
- Payments must only be made to companies and not individuals.
- We do not have any control over the Receiving bank decision in accepting or rejecting the CNY payment.

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- All information must be in English.
  - The Customer should retain documentary evidence of the underlying invoice for 6 years and it is a requirement to provide documentation if requested by the Bank.
  - If any of this information is not provided (mandatory or recommended) the payment may be delayed or returned and the Bank accepts no liability resulting from that.
20. If you raise an Investigation, the fees applied are below plus any applicable overseas bank charges and Foreign Exchange.

Less than 6 months	£25
6–12 months	£50
Over 1 year	£100