

Bacstel-IP Bureau Terms and Conditions

Effective Date: 1 November 2009

Bacstel-IP Bureau Terms and Conditions

Effective Date: 1 November 2009

1. Introduction

These Terms and Conditions together with the Bacstel-IP Direct Submitter Bureau Application Form and the PKI Terms and Conditions (including the PKI Application Form) will constitute the terms and conditions between You and the Bank for the provision of Bacstel IP Services (the "**Bacstel-IP Services Bureau Terms and Conditions**").

These Bacstel-IP Services Bureau Terms and Conditions supplement the Bank's General Terms and Conditions - Business Accounts (the "**General Terms**"). Any defined terms in these Bacstel-IP Services Bureau Terms and Conditions will have the same meaning given in the General Terms unless stated otherwise. In the case of any conflict between the conditions set out in the General Terms and those in the Bacstel Terms and Conditions, then the terms of these Bacstel-IP Services Bureau Terms and Conditions shall prevail in relation to the provision of Bacstel-IP Services only.

If You have any queries in relation to the corporate opt-out, please contact Us.

2. Interpretation

2.1 In these terms and conditions:

2.1.1 "**Access Code**" means the access code associated with a Contact ID as issued by Bacs to the relevant Contact in connection with the use of ASM by that Contact or as subsequently changed by Bacs (whether at

its own instigation or at the request of the Bank or the Contact's Primary Security Contact) or the Contact himself as contemplated by these Bacstel-IP Bureau Terms and Conditions and the Customer Service User Guide;

2.1.2 "**Additional Contact**" means a person (who is not a Primary Security Contact) appointed by You as a Bureau who is permitted to access and use the Bacs System via Bacstel-IP (either using a PKI Service or ASM) on Your behalf and to whom a Contact ID and an Access Code have been issued by Bacs;

2.1.3 "**Applicable Requirement**" means any law, statute, regulation, order, rule, guidance, voluntary code or standard applicable to You (including, without limitation, all import and export controls and requirements);

2.1.4 "**ASM**" or "**Alternative Security Method**" means an alternative security method available from Bacs within Bacstel-IP which uses a combination of Contact IDs and Access Codes;

2.1.5 "**Authorised Bureau Instruction**" has the meaning given to it in clause 3.4 (and so includes for the avoidance of doubt any Oral Instruction);

2.1.6 "**Authorised User**" means any Person (including an individual) nominated as such by You in writing to the Bank from time to time (including any such person as stated in the Bacstel-IP Bureau Application Form) or any other person reasonably believed by the Bank to be such a nominated person;

2.1.7 "**BABS**" means the Bacs approved bureau service which is operated by Bacs, and

includes (where the context permits) the arrangement You have or will have entered into with Bacs with respect to Your acting as a Commercial Computer Bureau;

2.1.8 "**Bacs**" means Bacs Limited or, as the context may require, Bacs Payment Schemes Limited, and includes any entity which succeeds in whole or in part to the rights, obligations, functions and responsibilities ascribed to or contemplated as applicable to Bacs Limited or Bacs Payment Schemes Limited (as the case may be);

2.1.9 "**Bacs Approved Software Service**" means the process whereby Bacs assesses and evaluates:

- a) the capability of suppliers' software to generate Bacstel-IP Transmissions which would effect a payment from or to an account held by You or any of Your Group Companies with the Bank to Bacs using the PKI Service; and
- b) the software's ability to interface, and be interoperable, with Bacstel-IP and the Bacs payment clearing system, on the terms and subject to the conditions of the Agreement for Participation in Bacs Approved Software Service;

2.1.10 "**Bacs Confidential Information**" means all information of Bacs or any Member (including the Bank) that is disclosed or made available to You in connection with or for the purposes of Bacstel-IP and which:

- a) is by its nature confidential;
- b) is designated as confidential by the party who discloses it or to whom it relates; or

- c) You know or ought reasonably to know is confidential, including (without limitation);
 - d) information relating to any customer of the Bank or any Member, any Person to whom the Bank or any Member provides a PKI Service (or an alternative public key infrastructure service as the case may be) or ASM, or any customer of such a Person;
 - e) information relating to the operation, internal management, structure, personnel, policies or business strategies of Bacs, the Bank, any Member or Bacstel-IP; and
 - f) computer object or source codes and related documentation;
- 2.1.11 **"Bacs Payment Instruction"** means any Bacstel-IP Transmission which comprises a payment message;
- 2.1.12 **"Bacs System"** means the system relating to the automated clearing and settlement of payments between Members or, as the context may require, the processes and all that is comprised in them for the clearing of payments between Members in relation to that system, as administered and operated by Bacs;
- 2.1.13 **"Bacs System Rules"** means all the terms and conditions for the time being governing access to and use of the Bacs System, and (as the context may require) those applicable to the Bank as a Member or as a Bureau Authorising Member, as the case may be;
- 2.1.14 **"Bacstel-IP"** means the mechanism and processes adopted by Bacs to enable a user of the Bacs System, by using a public key infrastructure service provided by a Member or (in the case of (d) and (e) only) by using a public key infrastructure service or ASM:
- a) to authenticate and sign payment messages submitted to the Bacs System and to validate, confirm receipt and report on the processing of such payment messages;
 - b) to authenticate and sign certain other instructions, messages, files and other communications transmitted to the Bacs System, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;
 - c) to sign certain instructions, messages, files and other communications transmitted by the Bacs System (which may be authenticated by the recipients);
 - d) to monitor and retrieve reports on the processing of payment messages; and
 - e) to gain access to, or to make changes to, the Reference Database;
- 2.1.15 **"Bacstel-IP Bureau Application Form"** means the form of that name to be completed by You to which these Bacstel-IP Bureau Terms and Conditions apply or any other additional form that the Bank may decide to use as appropriate in relation to the provision of the Bacstel-IP Services to You;
- 2.1.16 **"Bacstel-IP Bureau Terms and Conditions"** means the Terms and Conditions contained in this document, (excluding for the avoidance of doubt the Terms and Conditions contained in the Bacstel-IP Bureau Application Form, the PKI Terms and Conditions and the provisions of the General Terms where relevant);
- 2.1.17 **"Bacstel-IP Materials"** means all documents, information and other materials, excluding any software, provided or made available to You or Your Personnel at any time by or on behalf of the Bank or Bacs in connection with the implementation and operation of Bacstel-IP, including (without limitation) the Service User Guide - Bacstel-IP;
- 2.1.18 **"Bacstel-IP Services"** means the services the Bank provides to You to enable You as a Bureau to access via Bacstel-IP and use the Bacs System, including (without limitation) the PKI Service;
- 2.1.19 **"Bacstel-IP Transmission"** means an instruction, message, file or other communication which is transmitted in electronic form by a Member or a Service User to the Bacs System or by the Bacs System to a Member or a Service User, via Bacstel-IP in connection with the Bacs System, including (without limitation) any such communication which allows access to, or changes to be made to, the Reference Database;
- 2.1.20 **"Bank"** means Northern Bank Limited registered in Northern Ireland with company number R658 whose registered office is at Donegal Square West, Belfast, BT1 6JS, and its successors and assigns;
- 2.1.21 **"Bank Bureau"** means the Bank when acting as a bureau for the purposes of making

- submissions to and/or receiving output from the Bacs System on behalf of any Service User (other than a Bureau) sponsored by the Bank;
- 2.1.22 **"Bureau"** means any Bank Bureau, Commercial Computer Bureau or In-House Bureau;
- 2.1.23 **"Bureau Authorising Member"** means the Member or, if more than one, any Member which, for the purposes of the Bacs System Rules, has authorised a Bureau to act as such and which has entered into or will enter into an arrangement with the Bureau with respect to such Bureau's use of the Bacs System;
- 2.1.24 **"Business Day"** means a day other than Saturdays, Sundays or UK Bank and public holidays on which the Bank is open for business in Northern Ireland to provide services of the kind contemplated in these Bacstel-IP Bureau Terms and Conditions and also on which the Bacs System is fully open and operational;
- 2.1.25 **"Certification Authority"** has the meaning given to it in the PKI Terms and Conditions;
- 2.1.26 **"Commercial Computer Bureau"** means:
- a) any Person (other than a Member) which is authorised by 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 a Member (which may not be the Member giving such authorisation) is responsible for the payments of that Person with respect to the Bacs System;
 - b) any Member which acts as a bureau for the purpose of making submissions to and/or receiving output from the Bacs System on behalf of any other Person (other than any Service User (excluding any Bureau) sponsored by that Member) with respect to whom that Member is responsible as set out in paragraph (a) above when acting in its capacity as such; or
 - c) any service department, division, office or unit within a Local Authority which makes submissions to and/or receives output from the Bacs System on behalf of any other Local Authority, and excludes any Bank Bureau or In-House Bureau;
- 2.1.27 **"Contact"** means each Primary Security Contact and any Additional Contact appointed by You as a Service User;
- 2.1.28 **"Contact ID"** means the unique reference contact ID issued by Bacs for each Contact;
- 2.1.29 **"Customer"** means any customer of Yours on behalf of whom You submit a Bacstel-IP Transmission to Bacs or who otherwise relies on services provided by You as a Bureau in relation to their use of the Bacs System;
- 2.1.30 **"Customer Service User Guide"** means the document(s) (by whatever name called) issued by the Bank to You setting out the Bank's requirements for providing Bacs support, including but not limited to the Service User Guide - Bacstel-IP;
- 2.1.31 **"Digital Certificate"** means an electronic attestation which links a Public Key to the person for whom the corresponding Private Key was generated and confirms the identity of that person;
- 2.1.32 **"Digital Signature"** has the meaning given to it in the PKI Terms and Conditions;
- 2.1.33 **"Digital Transmission"** has the meaning given to it in the PKI Terms and Conditions;
- 2.1.34 **"DPA"** means the Data Protection Act 1998;
- 2.1.35 **"General Terms"** means the Bank's Business Banking General Terms and Conditions as amended from time to time;
- 2.1.36 **"Good Response"** means a response that indicates that the Digital Certificate in question:
- a) was issued by or on behalf of the Bank; and
 - b) is valid, and has not expired, been revoked or suspended, and is not unknown;
- 2.1.37 **"Group Companies"** means, in relation to a party to which these Bacstel-IP Services Bureau Terms and Conditions apply, that company or other body corporate and all of its associates, subsidiary companies and holding companies and all other associates, subsidiary companies of any such holding company, for the time being (within the meaning of the Companies Act 2006 (as amended from time to time).)
- 2.1.38 **"IdenTrust"** means IdenTrust, Inc., a corporation established in the state of Delaware, USA, operating digital integrity or identity validation services (the "§");
- 2.1.39 **"IdenTrust Participant"** means an entity that has entered into an agreement with

- IdenTrust for the provision of the IdenTrust Service, or an entity that offers the IdenTrust Service;
- 2.1.40 “**Instruction**” means any Authorised Bureau Instruction or Bacs Payment Instruction;
- 2.1.41 “**In-House Bureau**” means any service department or office within the same legal entity (or a Group Company) which makes submissions to and/or receives output from the Bacs System via Bacstel-IP on behalf of that legal entity, and excludes any service department or office within a Local Authority which makes submissions to and/or receives output from the Bacs System via Bacstel-IP on behalf of any other Local Authority;
- 2.1.42 “**Insolvency Event**” means in relation to You (or for the purposes of an insolvency event, in relation to any of Your Group Companies, any of which will also be included in “You”), any of the following:
- a) that You are unable or admit You are unable to pay Your debts as they fall due within the meaning of Article 103 of the Insolvency (Northern Ireland) Order 1989 [the “**Order**”] (other than by reason of the service of a written demand pursuant to Article 103[1][a] of the Order where You contest such demand in good faith);
 - b) an order is made by a court of competent jurisdiction, or a resolution is passed, for Your winding up;
 - c) the presentation of a petition for Your winding up where such petition is not restrained from being advertised or is not dismissed within 28 days of its presentation;
 - d) any individual comprising the Service User has a petition for a bankruptcy order presented against him;
 - e) a seizure order, order appointing a receiver, attachment, sequestration, execution or other legal process is levied or enforced against all or a material part of Your property or assets and is not fully paid or discharged within 28 days unless and for so long as the same is being contested in good faith;
 - f) any legal proceedings or other procedure or step is taken in relation to:
 - i) a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), other than a solvent liquidation or reorganisation;
 - ii) a composition, assignment or arrangement with any of Your creditors; or
 - iii) a liquidator is appointed (other than in respect of a solvent liquidation of Your business or undertaking), or a provisional liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer is appointed in respect of or over all or a material part of Your undertaking or assets; or
 - g) if any event analogous to (a) to (f) of this definition shall occur in any other jurisdiction to which You are subject;
- 2.1.43 “**Intellectual Property Rights**” means all intellectual rights in any part of the world and shall include (without limitation): patents (including, without limitation, supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, unregistered rights in designs, copyrights and neighbouring rights, database rights, rights in trade secrets, know how and other confidential information, and in each case rights of a similar or corresponding character and all applications and rights to apply for or for the protection of any of the foregoing;
- 2.1.44 “**Local Authority**” has the meaning given to a Council in the Local Government Act (NI) 1972;
- 2.1.45 “**Member**” means any institution that is a Member of the Bacs System from time to time;
- 2.1.46 “**Oral Instruction**” has the meaning given to it in clause 13.5;
- 2.1.47 “**Person**” means (but is not limited to) any company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality, but excluding any individual except as expressly stated in these Bacstel-IP Bureau Terms and Conditions;

- 2.1.48 **“Personnel”** means any of Your agents, contractors and employees, or those of the Bank, or any of Your Authorised Users, as the context requires;
- 2.1.49 **“PKI Application Form”** means the form of that name to be completed by You to which the PKI Terms and Conditions apply;
- 2.1.50 **“PKI Service”** means the public key infrastructure service (consisting of a certification authority, registration authority and certificate validation authority that in combination are able to issue, manage and certify digital certificates to enable the authentication and encryption of digital communications) provided to You by or on behalf of the Bank;
- 2.1.51 **“PKI Terms and Conditions”** means the document of that name which apply to the PKI Application Form and which form a constituent part of these Bacstel-IP Bureau Terms and Conditions;
- 2.1.52 **“Primary Security Contact”** means each or all (as the context requires) of the two or more Persons appointed by You as a Service User:
- who is authorised or permitted (as appropriate) to access via Bacstel-IP and use the Bacs System (either using a PKI Service or ASM) on Your behalf;
 - to whom a Contact ID and an Access Code have been issued by Bacs; and
 - who is authorised by You to perform certain functions including [without limitation] to set up and maintain Additional Contacts;
- 2.1.53 **“Private Key”** has the meaning given to it in the PKI Terms and Conditions;
- 2.1.54 **“Public Key”** has the meaning given to it in the PKI Terms and Conditions;
- 2.1.55 **“Reference Database”** means the database held by Bacs which records details input by Bacs, You and the Bank, as the case may be, about You, including (without limitation) the levels of authorisation and permission in relation to Bacstel-IP Transmissions submitted to Bacs by You as part of Bacstel-IP;
- 2.1.56 **“Service User”** means any entity sponsored or authorised by the Bank (or by a party that has been sponsored or authorised by the Bank) and which has or will have entered into an arrangement with the Bank or such other party (as appropriate) with respect to accessing the Bacs System by using the PKI Service or ASM;
- 2.1.57 **“Service User Guide - Bacstel-IP”** means the document entitled “Service User Guide - Bacstel-IP”, as such is amended from time to time;
- 2.1.58 **“Sign”** means the use of a Person’s Private Key and associated Digital Certificate to create a Digital Signature on or for a Bacstel-IP Transmission, and **“Signed”** and **“Signing”** shall be construed accordingly;
- 2.1.59 **“Virus”** means any virus, worm, trojan horse, malicious code, locking or destructive mechanism or any thing or things similar to any of the foregoing or analogous to them;
- 2.1.60 **“You”, “Your”** and **“Yourself”** refers to the customer set out in the Bacstel-IP Bureau Application Form who applies to use the Bacstel-IP Services, and where more than one Person (including an individual) comprises the customer, **“You”** means all of them jointly and each of them severally, and shall include Your successors and assigns. Where the context demands, **“You”** also includes any Contact, Primary Security Contact, Additional Contact or Authorised User who the customer has authorised to make Payment Transaction on its behalf; and
- 2.1.61 **“Your Agreement”** means the agreement [comprising the signed Bacstel-IP Bureau Application Form] to which these Bacstel-IP Bureau Terms and Conditions apply.
- 2.2 Although the Bacstel-IP Services shall be provided to You by the Bank and the Bank is responsible accordingly, You acknowledge that the Bank may use a third party to perform certain of the Bank’s obligations in relation to the provision to You of Bacstel-IP Services (of which the PKI Service forms part). Unless the context otherwise requires, references to the Bank also include a reference to any such third party.
- 3. Appointment of Bank as Bureau Authorising Member**
- 3.1 You appoint and authorise the Bank to act as Your Bureau Authorising Member for all purposes connected with the Bacs System, subject to and in accordance with these Bacstel-IP Bureau Terms and Conditions.
- 3.2 The Bank agrees to act as Your Bureau Authorising Member and to permit You in the

- capacity of a Bank Bureau, Commercial Computer Bureau or In-House Bureau as stated in the Bacstel-IP Bureau Application Form to access via Bacstel-IP and use the Bacs System subject always to You maintaining at all times a bank account with the Bank or any Group Company of the Bank unless the Bank has specifically waived this requirement in writing.
- 3.3 You irrevocably and unconditionally authorise and request the Bank to do all such acts and things and execute all such documents as may be required or expected of it pursuant to the Bacs System Rules or by Bacs as Your Bureau Authorising Member or to enable the Bank fully to observe and perform its obligations under these Bacstel-IP Bureau Terms and Conditions.
- 3.4 Without prejudice to the generality of clause 3.3, subject to and in accordance with Your instructions (if any) and, in the case of 3.4.3, clause 16.5, You authorise and request the Bank to take any action You deem necessary or appropriate (including instructing Bacs) with respect to or to give effect to:
- 3.4.1 Your registration as a Bureau and the allocation to You of a Bureau number;
- 3.4.2 any referrals by the Bacs System relating to Bacstel-IP Transmissions submitted by You;
- 3.4.3 any extractions or reversals requested by You of any Bacstel-IP Transmissions submitted by you; and
- 3.4.4 any changes requested by You to the Reference Database, the instructions referred to in sub-clauses 3.4.2 to 3.4.4 each being an “**Authorised Bureau Instruction**”.
- 3.5 The Bank’s appointment as Your Bureau Authorising Member is not exclusive: the Bank may authorise others to act as a Bureau, and You may appoint another Member or Members to act as Your Bureau Authorising Member.
- 4. Use of the Bacstel-IP Services**
- 4.1 You shall only use Bacstel-IP Services for submitting Bacstel-IP Transmissions directly to, or for receiving communications or collecting reports from the Bacs System via Bacstel-IP (either using a PKI Service or ASM) in accordance with clauses 5 and 6 provided that at all times you:
- 4.1.1 comply with any restrictions or prohibitions that the Bank may from time to time specify by written notice to You as to:
- a) the persons, or class or classes of persons on whose behalf You may act under Your authorisation by the Bank as a Bureau; or
- b) Your use of the Bacstel-IP Services, if and when it is necessary or appropriate to reflect a change in the Bank’s products or services or in the facilities the Bank offers or a change in the Bacs System Rules or BABS;
- 4.1.2 comply with such documentation relating to the use of the Bacstel-IP Services as is applicable from time to time, including (without limitation) the Service User Guide - Bacstel-IP; and
- 4.1.3 comply with the provisions of any existing contractual arrangement between You and the Bank.
- 4.2 You hereby irrevocably and unconditionally authorise and request the Bank to do all such acts and things and execute all such documents as may be required to enable the Bank fully to observe and perform its obligations under these Bacstel-IP Bureau Terms and Conditions.
- 4.3 You shall at all times comply with the PKI Terms and Conditions when using the PKI Service in connection with the use of Bacstel-IP Services, including (without limitation) when Signing any Bacstel-IP Transmission.
- 4.4 You shall notify the Bank immediately if You become aware of or suspect:
- 4.4.1 any material breach by You of, or any material non-compliance with, these Bacstel-IP Bureau Terms and Conditions; or
- 4.4.2 any fraud in or affecting Bacstel-IP giving reasonable details of the circumstances.
- 4.5 Any notification required to be made by You under clause 4.4 shall be made in accordance with clause 13.4. Where such notification is made by telephone or fax, the Bank may require the notification to be confirmed in writing before taking any action in relation thereto.
- 4.6 You represent to the Bank that all acts and things done by You on behalf of a Customer (even where such acts or things were not authorised by the Customer) in connection with the Bacs System are within the scope of Your authority from that Customer.

- 4.7 The Bank shall not be liable to You for any loss suffered by any Customer as a result of any act or omission by You when acting on behalf of that or any other Customer.
- 5. Use of PKI Service**
- 5.1 Where You are authorised by the Bank to act in the capacity of a Commercial Computer Bureau:
- 5.1.1 You shall only use the PKI Service in connection with the Bacs System for submitting Bacstel-IP Transmissions directly to the Bacs System or for receiving communications or collecting reports from the Bacs System via Bacstel-IP on behalf of a Customer; and
- 5.1.2 You may process on behalf of any Customer Bacstel-IP Transmissions submitted to You using the PKI Service provided to You by the Bank.
- 5.2 Where You are authorised by the Bank to act in the capacity of an In-House Bureau, You shall only use the PKI Service in connection with the Bacs System for submitting Bacstel-IP Transmissions directly to the Bacs System or for receiving communication or collecting reports from the Bacs System via Bacstel-IP for Your own account or on behalf of any of Your Group Companies which either:
- 5.2.1 specifies an account maintained by You or such Group Company with the Bank as the account to be debited or, as the case may be, credited; or
- 5.2.2 makes any changes to the details held on the Reference Database regarding or associated with any such account or provides access to any other information held by the Bacs System relating to that account (including, without limitation, any information relating to the processing of payments made or to be made to or from that account).
- 5.3 Without prejudice to the generality of clauses 5.1 and 5.2, You shall not use the PKI Service in connection with Bacs for submitting Bacstel-IP Transmissions to Bacs via Bacstel-IP for any other purpose or in any other capacity and must not hold Yourself out as capable of sponsoring or authorising any person with respect to the use of the Bacs System.
- 6. Use of ASM**
- 6.1 Subject to and in accordance with these Bacstel-IP Bureau Terms and Conditions, You shall be entitled to use ASM for accessing via Bacstel-IP and using the Bacs System if You have been sponsored by the Bank as a Service User and have been authorised by the Bank to use ASM (pursuant to the relevant provisions of the Service User Guide - Bacstel-IP) for accessing the Bacs System via Bacstel-IP.
- 6.2 You shall not be permitted to use ASM except via a Contact who is permitted to use ASM.
- 7. Use of Bacs Approved Software**
- 7.1 Subject to any specific waiver granted in writing from time to time by the Bank, when submitting a Bacstel-IP Transmission on behalf of any Customer or any Group Company of such Customer to the Bacs System using the PKI Service, You shall:
- 7.1.1 only use software which at the relevant time is Bacs Approved Software;
- 7.1.2 act in accordance with any instructions, guidance or procedures provided to You by the Bank; and
- 7.1.3 comply with the provisions of the Service User Guide - Bacstel-IP.
- 8. Membership of BABS**
- 8.1 Where You are authorised by the Bank to act in the capacity of a Commercial Computer Bureau, You:
- 8.1.1 acknowledge that notwithstanding Your authorisation by the Bank as a Bureau, You may only act as a Commercial Computer Bureau in accordance with and subject to the terms from time to time of BABS and for so long only as You are permitted by Bacs pursuant thereto to act as such; and
- 8.1.2 undertake to the Bank to comply with the terms from time to time of BABS at all relevant times.
- 8.2 Where You are authorised by the Bank to act in the capacity of a Commercial Computer Bureau, if You:
- 8.2.1 receive an unsatisfactory rating in any category from any inspection conducted by or on behalf of BABS; or
- 8.2.2 receive a less than adequate rating in any category from any 2 consecutive inspections and/or re-inspections; and
- 8.2.3 cease to be permitted by Bacs pursuant to BABS to act as a Commercial Computer

Bureau, such event shall constitute a material breach of Your obligations under these Bacstel-IP Bureau Terms and Conditions for the purposes of clause 22.1.1 which is not capable of remedy.

9. Confidentiality

9.1 You shall keep any Bacs Confidential Information which You receive confidential at all times, and shall not:

9.1.1 use such Bacs Confidential Information or any part of it for any purpose other than Your participation in Bacstel-IP or any payment, clearing or other scheme run by Bacs; nor

9.1.2 disclose such Bacs Confidential Information or any part of it to any Person (including an individual) other than to Your Personnel, any of Your Group Companies or to any Customer to whom disclosure is necessary for the participation of You or Your Customer in Bacstel-IP or any payment, clearing or other scheme run by Bacs, provided that You ensure that such persons to whom Bacs Confidential Information is disclosed are at all times subject to and maintain this obligation of confidentiality.

9.2 Notwithstanding clause 9.1, You are entitled to disclose the Bacs Confidential Information:

9.2.1 to the extent necessary to comply with these Bacstel-IP Bureau Terms and Conditions; and/or

9.2.2 to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental authority

or regulatory authority or that a disclosure is legally required, provided that in the case of paragraph 9.2.2 above, where You are able to do so without breaching any legal or regulatory requirements, You give the owner of the Bacs Confidential Information in question written notice as soon as reasonably practicable of the intended disclosure.

9.3 The obligations set out in clause 9.1 do not apply to information which:

9.3.1 You can show You knew before You received such information (or learnt of the same) under or in connection with Bacstel-IP or any payment, clearing or other scheme run by Bacs and had not previously been obtained under an obligation of confidence;

9.3.2 is in or comes into the public domain, and has not come into the public domain through a breach of this clause 9 or any other confidentiality obligation;

9.3.3 You can show was independently developed by You;

9.3.4 is disclosed to You without restrictions and without breach of any obligation of confidentiality by a third party who has the right to make such disclosure; or

9.3.5 is required to be disclosed by any Applicable Requirement (but only to the extent and for the purpose of that disclosure).

9.4 Where You cease to participate in Bacstel-IP or any payment, clearing or other scheme run by Bacs, You shall not be entitled to keep any Bacs Confidential Information except to the extent that You are required to do so in

order to comply with any Applicable Requirement or to maintain a record of Bacstel-IP Transmissions or any other materials relating to Your participation in Bacstel-IP. The provisions of this clause 9 shall continue to apply to You for so long as You retain any such Bacs Confidential Information.

9.5 The provisions set out in this clause 9 are in addition to (and not in substitution for) all other confidentiality obligations between You and the Bank, Bacs and/or any Member.

10. Refusal of Payment Instructions

10.1 You may not give a Bacs Payment Instruction, whether for sums to be credited to or debited from a Customer's account if:

10.1.1 The Bacs Payment Instruction is illegal or for an illegal purpose;

10.1.2 You are aware that an Insolvency Event has occurred in respect of the Customer;

10.1.3 You are aware that there are insufficient funds and/or undrawn credit facilities freely available to the Customer on whose behalf You are submitting the Bacs Payment Instruction, to enable the Customer to discharge its obligations to the Bank; or

10.1.4 You are in breach of any other condition of these Bacstel-IP Services Bureau Terms and Conditions, the General Conditions, the PKI Terms and Conditions or the conditions of any other agreement You have with the Bank.

10.2 The Bank may refuse to carry out any Bacs Payment Instruction where any of these Bacstel-IP Services Bureau Terms and

- Conditions, the General Terms or any condition of any other agreement You have with the Bank has not been complied with, or where it would be unlawful for the Bank to do so.
- 10.3 The Bank may stop the use of the Bacstel-IP Service if it reasonably believes that:
- 10.3.1 Any security provision relating to Your use of the Bacstel-IP Service has been breached;
- 10.3.2 There may have been an unauthorised or fraudulent transaction made using the Bacstel-IP Service; or
- 10.3.3 We have to do so under an applicable law or regulation or order of a court or other regulatory body.
- 10.4 Where the Bank has taken action under this Clause 10, unless it terminates the agreement as a result, it will allow the normal use of the Bacstel-IP Service to resume as soon as practicable once the Bank's reasons for taking such action cease to exist.
- 10.5 Upon any suspension in accordance with clause 10.2 and/or 10.3:
- 10.5.1 You shall not (and shall ensure that Your Personnel shall not) Sign or submit any Bacstel-IP Transmissions using the PKI Service or ASM after such suspension or withdrawal unless and until, in the case of a suspension, such suspension is lifted by the Bank giving written notice to that effect to You: and
- 10.5.2 the Bank shall provide reasonable assistance to You on the basis set out in clause 16.6 if You wish to extract or recall any Bacs Payment Instruction.
- 10.6 You may request that the provision of the Bacstel-IP Services to You by Bacs shall be suspended or revoked on '30 days' written notice to the Bank.
- 10.7 The Bank may from time to time notify You of the days or portions of days on which the Bacstel-IP Services may not be available.
- 11. Data Protection**
- 11.1 You and the Bank 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.
- 11.2 Where personal data is provided or disclosed to the Bank or Bacs by You, You shall ensure that all necessary consents have been obtained from the relevant data subjects to allow the Bank and its data processors (including Bacs) to receive such personal data and to use and process it in order to validate and process Bacstel-IP Transmissions submitted by You or on Your behalf.
- 11.3 For the purposes of this clause 10, the terms "personal data", "data subjects" and "data processors" shall have the meaning given to them by the DPA.
- 12. Intellectual Property Rights**
- 12.1 All right, title, interest and Intellectual Property Rights in the Bacstel-IP Materials shall vest in the Bank or the Bank's licensors and, except to the extent set out in clause 12.2, You shall obtain no right, title or interest in the Bacstel-IP Materials or in any Intellectual Property Rights therein.
- 12.2 The Bank hereby grants You:
- 12.2.1 a licence to use and copy (but not to sub-licence) the Bacstel-IP Materials and the Intellectual Property Rights therein but only to the extent necessary to enable You:
- to participate in Bacstel-IP and for use only in connection with the Bacs System; and
 - to sub-licence the Bacstel-IP Materials pursuant to clause (b); and
 - the right to sub-licence the Bacstel-IP Materials (other than any documents, information and other materials relating to the Bacs Approved Software Service) to a Customer or any other Member, but only to the extent necessary to enable such Service User to participate in Bacstel-IP in connection with the Bacs System.
- 12.3 The Bank gives no warranty that the Bacstel-IP Materials licensed to You shall not infringe the Intellectual Property Rights of any third party.
- 12.4 The licence set out in this clause 12 shall terminate automatically on the earlier of:
- 12.4.1 any termination or suspension under clause 10 or 22;
- 12.4.2 the Bank ceasing to participate in Bacstel-IP. In this event, the Bank will notify You as soon as practicable that it will no longer be participating in Bacstel-IP;
- 12.4.3 You ceasing to maintain an account with the Bank or any of its Group Companies; or

- 12.4.4 You ceasing to be permitted to use the PKI Service and/or ASM and/or the Bacs System.
- 12.5 On such termination, You are required to return to the Bank or destroy (at the Bank's option) all copies of the Bacstel-IP Materials provided to You or which are otherwise in Your possession, custody or power.
- 13. Your Obligations**
- 13.1 You shall:
- 13.1.1 comply at all times with each Applicable Requirement;
- 13.1.2 obtain and maintain at all times all licences, consents, permissions and authorisations necessary to participate in Bacstel-IP (including, without limitation, those relating to the import or export of any equipment, software or technology);
- 13.1.3 use all reasonable care (including, without limitation, the use of up to date Virus checking software) to prevent the introduction of any Virus into, or any Virus contamination (including cross-contamination) of:
- a) any Bacstel-IP Transmission;
 - b) any public key infrastructure service used by any other participant in Bacstel-IP;
 - c) any Bacstel-IP related hardware or software;
 - d) the PKI Service; or
 - e) ASM; and
- 13.1.4 provide such information regarding Your Customers as the Bank may reasonably request from time to time.
- 13.2 If You are sponsored by the Bank to act as a Service User authorised to use ASM, You shall contractually require that each Contact acting on Your behalf (whether or not employed by You):
- 13.2.1 complies with all the relevant procedures for obtaining and safekeeping his Contact ID and Access Code;
- 13.2.2 complies with the Customer Service User Guide;
- 13.2.3 changes his Access Code as required from time to time by the Bacs System;
- 13.2.4 changes his Access Code if such Contact suspects that the security of the Access Code has been compromised, including (without limitation) where the Bank suspects that the Access Code has been used by a Person (including an individual) who is not a Contact; and
- 13.2.5 notifies You as soon as such Contact suspects that the security of the Access Code has been compromised as referred to in clause 13.2.4.
- 13.2.6 notifies You as soon as the Contact knows or suspects that any of Your Account details or other items allowing access to Your Account (including but not limited to any Access Code, Digital Signature, Private Key Contact Id and/or Private Key) has been lost, stolen or misappropriated, or the security has been otherwise compromised or that there has been an unauthorised transaction on Your Account.
- 13.3 Subject to any constraints imposed by law or regulations, You shall notify the Bank immediately upon any of the circumstances specified in clause 10.1.2 and on Your receipt of a notification pursuant to clause 13.2.5 or 13.2.6.
- 13.4 Subject to clause 13.5, any Authorised Bureau Instruction, or any notification required to be made by You under clause 13.3, shall be advised and made in writing to:
- Northern Bank
Bacs Customer Service Group
PO Box 183
Mezzanine Floor
Donegall Square West
Belfast
BT1 6JS
Telephone Number: 0845 6034615
Fax number: 028 9004 9712
and signed by any Authorised User on Your behalf
- 13.5 The Bank may at its sole discretion elect to accept and act upon an Authorised Bureau Instruction from You made orally (an "Oral Instruction") provided that if the Bank so elects:
- 13.5.1 the Bank's understanding of any such Oral Instruction shall prevail; and
- 13.5.2 You confirm any such Oral Instruction in writing to the Bank as soon as possible thereafter.
- 13.6 You shall use all reasonable endeavours to ensure that any Instruction transmitted to the Bank pursuant to these Bacstel-IP Bureau Terms and Conditions is correct and complete. In the absence of manifest error, any Instruction shall be conclusively deemed

- to be a valid Instruction from You to the Bank for the purposes of these Bacstel-IP Bureau Terms and Conditions. The Bank may in its sole discretion decline to act upon any Instruction which is insufficient or incomplete or is not received by the Bank in sufficient time for the Bank to act upon it.
- 13.7 You shall not do (or permit to be done by or on Your behalf) anything in connection with the Bacs System via Bacstel-IP outside the United Kingdom, the Channel Islands or the Isle of Man which You are or ought reasonably to be aware would result in Bacs or the Bank being in breach of any applicable laws or regulations outside the United Kingdom, the Channel Islands or the Isle of Man.
- 13.8 You will at any time and from time to time on reasonable notice from the Bank (except in an emergency) demonstrate to the Bank's satisfaction full compliance with Your obligations under these Bacstel-IP Bureau Terms and Conditions and, in default, shall allow access for the Bank or its agents to Your premises, Personnel, records and systems to enable the Bank or its agents to check such compliance and will pay the Bank's costs of so doing.
- 14. Bank Obligations**
- 14.1 The Bank shall use reasonable care and skill in:
- 14.1.1 its authorisation of You to act as a Bureau;
- 14.1.2 the provision by it of the Bacstel-IP Services to You under these Bacstel-IP Bureau Terms and Conditions; and
- 14.1.3 its authorising Your use of ASM in connection with Bacstel-IP.
- 14.2 The Bank shall use its reasonable endeavours to act upon any Authorised Bureau Instruction or Bacs Payment Instruction that it receives from an Authorised User.
- 14.3 The Bank, in the process of and as a result of authorising the use of ASM in connection with Bacstel-IP, shall use its reasonable endeavours to:
- 14.3.1 perform such obligations as are required to enable a Contact to become authorised to use ASM; and
- 14.3.2 initiate the process to reset the Access Code of a Contact when a change of the Access Code of that Contact is requested.
- 15. Legal Effectiveness and Admissibility of Electronic Signatures and Certificates**
- 15.1 All Bacstel-IP Transmissions Signed by or on behalf of You using a Private Key and Digital Certificate issued by the PKI Service to You shall have the same legal effect, validity and enforceability as if such Bacstel-IP Transmission had been in writing signed by or on behalf of You, provided that:
- 15.1.1 the Digital Certificate is within its validity period; and
- 15.1.2 the recipient of the Bacstel-IP Transmission requests a validation of such Digital Certificate and the response received to such validation request is a Good Response.
- 15.2 You shall not challenge the legal effect, validity or enforceability of a Bacstel-IP Transmission (including, in relation to this clause 15.2, any transmission that purports to be a Bacstel-IP Transmission) on the basis that:
- 15.2.1 such Bacstel-IP Transmission is in electronic rather than written form;
- 15.2.2 You or the holder of the Digital Certificate did not see, check or review the contents of the Bacstel-IP Transmission before or when Signing it;
- 15.2.3 the Bacstel-IP Transmission was Signed automatically or without direct human instigation or intervention (whether by a hardware security module or otherwise); or
- 15.2.4 the Bacstel-IP Transmission, or the Signing, transmission and processing of the Bacstel-IP Transmission, constitutes a breach by You of these Bacstel-IP Bureau Terms and Conditions or of the provisions or terms of use of any relevant third party provider or third party trust scheme.
- 15.3 The Bank shall be entitled to rely on, and You shall accept full liability for, any Bacstel-IP Transmission Signed using a Private Key and Certificate issued by the PKI Service to You or any Authorised User on Your behalf, provided that:
- 15.3.1 the period of notice relating to a notice to suspend or revoke the Bacstel-IP Services requested by the Customer in accordance with clause 22 has not expired;
- 15.3.2 the Digital Certificate used to Sign such Bacstel-IP Transmission is valid, has not expired, has not been revoked or suspended and You have not requested (in accordance with clause 22) that it be revoked or

- suspended following the procedure set out in clause 8.5 of the PKI Terms and Conditions; and
- 15.3.3 the Bacstel-IP Transmission does not contravene the levels of authorisation and permission set out in the Reference Database in relation to the holder of the Digital Certificate used to Sign such Bacstel-IP Transmission.
- 16. Liability**
- 16.1 Subject to clause 16.2, the Bank shall not be liable to You either in contract, tort (including negligence) or otherwise for:
- 16.1.1 any loss or damage that You suffer as a result of You being authorised by the Bank to act as a Bureau or Your use of the Bacstel-IP Services except to the extent that such loss or damage is caused directly by the Bank's negligence, wilful default or fraud or by a breach of these Bacstel-IP Bureau Terms and Conditions by the Bank;
- 16.1.2 any direct or indirect loss of profit, goodwill, business or anticipated savings nor for any indirect, special or consequential loss or damage that You suffer as a result of You being authorised by the Bank to act as a Bureau or Your use of the Bacstel-IP Services whether or not the possibility of such loss occurring was foreseeable, foreseen or known by the Bank or if the Bank had been advised of the possibility of such loss in advance;
- 16.1.3 any losses resulting from third party services outside the Bank's reasonable control (including, but not limited to, clearing services provided by Bacs and settlement services provided by the Bank of England);
- 16.1.4 any loss caused by delay by the Bank in performing, or failure to perform, the Bank's obligations under these Bacstel-IP Bureau Terms and Conditions if the delay or failure results from events or circumstances outside the Bank's reasonable control. Such delay or failure will not constitute a breach of these Bacstel-IP Bureau Terms and Conditions; or
- 16.1.5 any act or omission to act by the Bank to the extent that such act or omission to act is in accordance with a request from You.
- 16.2 Nothing in these Bacstel-IP Bureau Terms and Conditions shall limit either party's liability to the other under these Bacstel-IP Bureau Terms and Conditions for:
- 16.2.1 fraud, fraudulent misrepresentations or dishonesty; and
- 16.2.2 death or personal injury, caused by its negligence, including that of its Personnel's negligence.
- 16.3 The Bank expressly disclaims any liability:
- 16.3.1 for any acts or omissions of Bacs, any other Member (including, but not limited to, for its settlement obligations) and the Bank of England;
- 16.3.2 to any Contact directly;
- 16.3.3 in relation to or respect of any software approved under the Bacs Approved Software Service (including any approvals granted by Bacs thereunder);
- 16.3.4 for the accuracy of any data, information or other material provided to You by the Bank provided that such data, information or material is passed on as received by the Bank from Bacs;
- 16.3.5 for the suitability and fitness for purpose of the Bacstel-IP Materials and any technical information or specifications made available (or confirmed) by Bacs; and
- 16.3.6 to any Customers on whose behalf You act or any Service User, including (without limitation) in connection with the Bacs System and the collection of reports by You on behalf of any Customers or any Service User.
- 16.4 Subject to clause 16.2, the Bank's maximum liability to You howsoever arising (whether for breach of contract, negligence, misrepresentation or otherwise) shall be limited to and in no event exceed, in the case of any claim made directly arising from any particular Bacs Payment Instruction, the amount to be paid as set out in that Bacs Payment Instruction, and, in any other case, the total amount of the fees and charges paid by You to the Bank under these Bacstel-IP Bureau Terms and Conditions in the one year period preceding the relevant event.
- 16.5 If the Bank recovers from a third party any sum which is referable to any loss or damage that You suffer as a result of Your authorisation by the Bank to act as a Bureau or Your use of the Bacstel-IP Services, the Bank will pay that sum (or an appropriate part) to You.
- 16.6 Upon request and at Your cost, the Bank will provide reasonable assistance to You if You

- wish to extract a Bacs Payment Instruction which You have submitted on behalf of a Customer. If You submit a Bacs Payment Instruction on a Business Day which is a Monday the Cut-off time is 10.30 pm on Monday. The Bank cannot accept a request to extract a Bacs Payment Instruction (being the entire file submitted) after the Cut-off time. You cannot recall a Bacs Payment Instruction (being an individual payment within a file that You have submitted). You acknowledge that:
- 16.6.1 a Bacs Payment Instruction shall become irrevocable at 10.30pm on the Business Day that it is submitted; and
- 16.6.2 once the Bacs Payment Instruction has become irrevocable:
- a) the Bank shall not be liable to You for any loss or damage that You suffer as a result of the Bacs Payment Instruction becoming irrevocable;
 - b) You shall not attempt to revoke the Bacs Payment Instruction; and
 - c) You shall not act, or omit to act, in any way that may affect the ability of the Bank to comply with the Bank's obligations under clause 3.4.
- 16.7 You agree that each act or omission of each of Your Authorised Users and Contacts shall for all purposes of these Bacstel-IP Bureau Terms and Conditions be deemed to be an act or omission of You.
- 17. Indemnity**
- 17.1 Save to any extent caused by negligence, wilful default, fraud or breach of these Bacstel-IP Bureau Terms and Conditions by the Bank or its Personnel, You agree to indemnify the Bank, its Group Companies and their Personnel, against all or any liability, loss, damage, claims, proceedings, charges, costs and expenses incurred by the Bank, its Group Companies or their Personnel directly or indirectly (including as a result of the Bank acting as Your agent in relation to the Bacstel-IP Services) in connection with or arising out of:
- 17.1.1 any payment made or received (or not made or received) by the Bank pursuant to these Bacstel-IP Bureau Terms and Conditions for You;
 - 17.1.2 any error in or malfunction, suspension or termination of the Bacstel-IP Services resulting from any negligence, wilful default or fraud on Your part or any of Your Personnel (whether or not authorised by You) or Authorised Users;
 - 17.1.3 any breach of these Bacstel-IP Bureau Terms and Conditions, any negligence, wilful default or fraud on Your part or any of Your employees or agents (whether or not authorised by You) or Authorised Users;
 - 17.1.4 any error or malfunction in any Bacs Approved Software provided to You for use in connection with the Bacstel-IP Services;
 - 17.1.5 any Oral Instruction received from You which:
 - a) has not been subsequently confirmed in writing pursuant to clause 13.5.2; or
 - b) if it has been subsequently confirmed in writing, conflicts or is inconsistent with such written confirmation;
 - 17.1.6 any act or omission committed outside the United Kingdom, the Channel Islands or the Isle of Man by You or any of Your employees or agents (whether or not authorised by You) or Authorised Users which would result in the Bank being in breach of any applicable laws or regulations;
 - 17.1.7 Your use of the Bacstel-IP Services in breach of any Applicable Requirement; and
 - 17.1.8 any claim or alleged claim made by Bacs, a Customer or any other Member or user of the Bacs System against the Bank relating to any Bacstel-IP Transmission submitted by You.
- 18. Recourse**
- 18.1 You agree that Your only recourse in connection with the Bacstel-IP Services, including with respect to claims arising out of the negligence of any Person, is to the Bank, and only to the extent provided for in these Bacstel-IP Bureau Terms and Conditions.
- 18.2 In particular, if the Bank elects to provide any aspect of the Bacstel-IP Services through a third party as referred to in clause 2.2, You agree that no such third party will have any liability to You and that You will not be entitled to make any claim against them.
- 18.3 You recognise and agree that You have no recourse in this regard to IdenTrust, any IdenTrust Participant, the Bank's Certification Authority or any other person except for the Bank, in connection with the Bacstel-IP Services, but may have recourse

- or liability to other Customers, or customers of other IdenTrust Participants, that are the counter-parties to Bacstel-IP Transmissions sent or received by You.
- 18.4 Nothing in this clause 18 shall be construed to exclude liability for gross negligence or wilful misconduct, or for any other liability that cannot be excluded by law.
- 19. Force Majeure**
- 19.1 The Bank shall not be liable for or in respect of:
- 19.1.1 any loss, injury or damage or any failure to comply, or delay in complying, with its obligations hereunder;
- 19.1.2 any other obligations in respect of, or in connection with You being authorised by the Bank to act as a Bureau or the Bacstel-IP Services; or
- 19.1.3 any failure to make, receive, credit or debit, or delay or error in making, receiving, crediting or debiting any payment, which is caused directly or indirectly by:
- 19.1.4 any suspension, unavailability for use, breakdown, failure or damage (however caused) of or to the Bacs System;
- 19.1.5 any computer, communications or other service system owned or controlled by whomsoever;
- 19.1.6 any interruption, cessation, failure or shortage of power, services or communications, equipment malfunction, complete or partial system closure or suspension;
- 19.1.7 any error or failure in any facility or service provided by Bacs, or error in relation to information supplied by other information providers; or
- 19.1.8 any intervention, act or omission of any third party, fraud of any Person (including an individual other than an employee of the Bank), force majeure, act of God, war, hostilities, act of terrorism, political unrest, governmental action, strike, boycott, embargo, industrial dispute or disturbance, suspension of payments by or insolvency, receivership, administration, bankruptcy or liquidation of any Person (including an individual) (including, without limitation, You or any other such Person having access via Bacstel-IP to the Bacs System), fire, flood, explosion, adverse weather or atmospheric conditions, abnormal operating conditions, shortage of Personnel at Bacs, accident, or any cause, event, or circumstance whatsoever beyond the Bank's reasonable control.
- 19.2 In the event of the Bank becoming aware of any major difficulty, failure or delay affecting the Bacstel-IP Services, the Bank will use reasonable endeavours to notify You as soon as practicable, advising You of such difficulty, failure or delay but shall not be liable for failure so to do.
- 20. Charges**
- The Bank is hereby irrevocably authorised from time to time to debit the account nominated by You in the Bacstel-IP Bureau Application Form, or such other account as You may nominate, with the charges notified from time to time. In the event that there are insufficient funds in such nominated account, or such nominated account has been closed, the Bank is hereby irrevocably authorised to debit such charges from any other account that You hold with the Bank.
- 21. Warranties**
- 21.1 You warrant to and undertake with the Bank that:
- 21.1.1 You are duly incorporated and validly existing under the laws of the jurisdiction in which You have been registered, and have full power and authority to enter into and perform Your Agreement and Your obligations under these Bacstel-IP Bureau Terms and Conditions;
- 21.1.2 all acts, conditions and things required to be done, fulfilled or to have happened prior to the signing of Your Agreement (including the obtaining of all necessary consents, whether governmental, regulatory or otherwise) in order to enable You lawfully to enter into and perform all Your obligations under Your Agreement and these Bacstel-IP Bureau Terms and Conditions and to constitute all such obligations as valid, binding and enforceable in accordance with their respective terms and make these Bacstel-IP Bureau Terms and Conditions admissible in evidence have been done, performed and have happened and a copy of every necessary consent has been delivered to the Bank;
- 21.1.3 All Your obligations under Your Agreement and these Bacstel-IP Bureau Terms and

- Conditions are valid, binding and enforceable in accordance with their respective terms;
- 21.1.4 Your entry into Your Agreement and Your performance of Your obligations under these Bacstel-IP Bureau Terms and Conditions do not and will not violate any Applicable Requirement nor any of the documents constituting You nor any agreement to which You are a party or which is binding on You or any of Your assets; and
- 21.1.5 all information given to the Bank by You or on Your behalf prior to the signing of Your Agreement is, and all information provided hereafter will be, true, complete and accurate in all material respects.
- 21.2 Each of the warranties in clause 21.1 will be correct and complied with in all respects at all times as long as these Bacstel-IP Bureau Terms and Conditions remain in force as if repeated then by reference to the circumstances existing at that time.
- 22. Termination and Suspension**
- 22.1 Termination
- 22.1.1 This Agreement will continue until terminated by either party (or until the General Terms are Terminated).
- 22.1.2 You may terminate Your Agreement by giving the Bank one month's written notice.
- 22.1.3 The Bank may Your Agreement:
- a) on one month's days written notice to You; or
 - b) with immediate effect in any of the following circumstances:
 - i) if Bacs has suspended or withdrawn its authorisation for the Service or ASM to be used in connection with Bacstel-IP Services; or
 - ii) where the Bank considers it appropriate to do so in order to protect the security, integrity or reputation of Bacstel-IP Services; or
 - iii) where, in the Bank's opinion, You are in breach of any provision of these Bacstel-IP Services Bureau Terms and Conditions or the General Terms; or
 - iv) where an Insolvency Event has occurred
- Upon termination of Your Agreement by any party, You shall promptly return to the Bank all data, materials and other properties of the Bank held by You or any of Your Personnel and Authorised Users and You shall no longer be entitled to use the Bacstel-IP Services.
- 22.2 Survival
- Termination of Your Agreement or suspension under clauses 10.2, 10.3 or 22.1 shall be without prejudice to:
- 22.2.1 all rights and obligations accrued up to the date of such termination or suspension; and
- 22.2.2 clauses 9 (Confidentiality), 16 (Liability), 17 (Indemnity), 18 (Recourse), 19 (Force Majeure), 20 (Charges), 22.1.1 (Termination), 23 (Dispute Resolution Procedures) and 25 (Waiver) in these Terms and Conditions and clauses 13 (Fees), 15 (Intellectual Property Rights Indemnity), 17 (Liability), 18 (Financial Responsibility), 22 (Recourse) and 25 (Confidentiality) in the PKI Terms and Conditions which shall continue in full force and effect after and notwithstanding such termination or suspension.
- 22.3 Upon termination by You of Your Agreement:
- 22.3.1 You shall:
- a) provide all necessary assistance to each Customer to enable them to identify an appropriate alternative provider of bureau services equivalent to those provided by You to such Customer in connection with the submission of payment messages to and/or the receipt of output from the Bacs System; and
 - b) ensure that each Customer is migrated within three months of termination to such an alternative provider of bureau services; and
- 22.3.2 The Bank shall take all reasonable steps for a period of three months following termination to assist each Customer (as identified to the Bank by You at that time) to migrate to the alternative provider identified pursuant to sub-clause 22.3.1(a) above and You shall reimburse the Bank for any reasonable costs that the Bank incurs in providing such assistance.
- 22.4 The Bank may terminate Your authorisation to act as a Bureau (granted pursuant to clause 3.1 above) at any time on three months' written notice. Upon any such termination, You shall no longer be entitled to use the Bacstel-IP Services.

23. Dispute Resolution Procedures

The dispute resolution procedures set out in clause 26 of the PKI Terms and Conditions shall apply to the Bacstel-IP Services (as well as the PKI Service) as if set out in full in these Bacstel-IP Bureau Terms and Conditions.

24. Variation

- 24.1 The Bank or its agent may vary these Bacstel-IP Services Bureau Terms and Conditions (including the Bank's charges), in accordance with the variation provisions set out in the General Terms. Any such variation may be made only prospectively, and no retrospective amendments will be made. The Bank will, to the extent possible, give You reasonable notice of any such variation (to be no less than 30 days) where it takes the view that the variation will have a material impact on You.
- 24.2 The Bank will incorporate any such variation into a new version of these Bacstel-IP Bureau Terms and Conditions. The date and time at which the new version becomes effective will be indicated on the first page of such version. The most recent effective copy of these Bacstel-IP Bureau Terms and Conditions will supersede all previous versions and be binding upon You in respect of Your use of the Bacstel-IP Services.
- 24.3 The Bank reserves the right to alter any of these Bacstel-IP Bureau Terms and Conditions without altering any terms and conditions entered into by the Bank with any other customer of the Bank.

25. Waiver

The rights of the Bank under these Bacstel-IP Bureau Terms and Conditions shall not be prejudiced or restricted by any time, indulgence or forbearance extended to You and no waiver by the Bank in respect of any breach shall operate as a waiver in respect of any subsequent or other breach.

26. Your Agreement and Other Documents

- 26.1 Your contractual rights and obligations in connection with Your authorisation by the Bank to act as a Bureau and Your use of the Bacstel-IP Services, and any duty of care owed to or by You, shall be exclusively regulated by these Bacstel-IP Bureau Terms and Conditions and the agreement between the parties in relation to the fees and charges of the Bank. Save as otherwise indicated in these Bacstel-IP Bureau Terms and Conditions, no other warranty, condition, term or representation on the part of the Bank, express or implied, is given or shall have legal effect, whether contained in any material or documentation or information produced or given by the Bank or its agent or contractor to You or otherwise howsoever.
- 26.2 In the event of any inconsistency between the provisions of any of the following documents that comprise Your Agreement, then to the extent necessary to resolve that inconsistency, the following order of precedence shall apply:
- 26.2.1 the Bacstel-IP Bureau Terms and Conditions; over

- 26.2.2 the PKI Terms and Conditions; over
- 26.2.3 the Bacstel-IP Bureau Application Form, except for the following clauses in the PKI Terms and Conditions which, in the event of an inconsistency, will have precedence over any equivalent clauses in any other document referred to in this clause: clause 14 (Intellectual Property Rights), clause 15 (Intellectual Property Rights Indemnity), clause 16 (Data Protection), clause 17 (Liability), clause 23 (Legal Effectiveness of Certificates), clause 24 (Termination), clause 25 (Confidentiality) and clause 28 (Notices).

27. Communications and Electronic Records

- 27.1 Bacs and the Bank may record communications with You, Your Personnel (including, but not limited to, Bacstel-IP Transmissions) for any purpose connected with Bacstel-IP which Bacs or the Bank (as the case may be) consider appropriate.
- 27.2 Records and audit logs held by the Bank or Bacs in relation to the PKI Service, any Bacstel-IP Transmission or Bacstel-IP shall be deemed to be accurate until the contrary is proven and the burden of proof that they are inaccurate shall lie with the person claiming that they are inaccurate.

28. Assignment and Third Party Rights

- 28.1 You may not transfer or assign any of Your rights, interests, benefits or obligations under Your Agreement without the prior written consent of the Bank.

- 28.2 The Bank may assign any of its rights, interests, benefits and obligations under Your Agreement, without Your consent.
- 28.3 The Bank shall not, save as required by law, recognise the interest of any person other than You or Bacs (pursuant to clause 26) under Your Agreement.
- 28.4 No Person other than You, the Bank or (pursuant to clause 26) Bacs shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of Your Agreement or these Bacstel-IP Bureau Terms and Conditions, but this is without prejudice to any right or remedy of a third party which may exist or be available apart from that Act.
- 29. Severability**
If any provision of these Bacstel-IP Bureau Terms and Conditions or any part of any such provision shall be held to be invalid, unlawful or unenforceable, such provision or part thereof (as the case may be) shall be ineffective only to the extent of such invalidity, unlawfulness or unenforceability, without rendering invalid, unlawful or unenforceable or otherwise prejudicing or affecting the remainder of such provision or any other provision of these Bacstel-IP Bureau Terms and Conditions.
- 30. Notices**
- 30.1 Any notice, request, approval or other communication to be given by You to the Bank under or in connection with these Bacstel-IP Services Bureau Terms and Conditions shall be in writing and delivered or sent by facsimile, or prepaid first class letter addressed in accordance with clause 13.4.
- 30.2 Any notice, request, approval or other communication to be given by the Bank to You under or in connection with these Bacstel-IP Services Bureau Terms and Conditions shall be in writing and delivered or sent by email, facsimile, or prepaid first class letter addressed in accordance with the latest email, postal address, or facsimile number shown on the Reference Database, as amended from time to time. You shall notify the Bank promptly of any change to any such contact details held on the Reference Database.
- 30.3 The Bank is hereby authorised to accept, and act upon on Your behalf, any such communication received by the Bank in accordance with clause 13.4 which purports to have been despatched from You, acting by an Authorised User or a Person who appears to be an Authorised User, irrespective of whether the communication was despatched by an Authorised User.
- 30.4 A communication by You is deemed to be received on the date of actual receipt by the Bank and is deemed to take effect from 5pm on the Business Day after the date of actual receipt.
- 30.5 A communication to You is deemed to be received by You when sent by the Bank or, if posted, on the next Business Day after posting and is deemed to take effect from that date or the effective date appearing on the communication even if none of Your Personnel is aware of its receipt.
- 31. Governing Law and Jurisdiction**
- 31.1 Your Agreement and the transactions contemplated by these Bacstel-IP Bureau Terms and Conditions are governed by and construed in accordance with the laws of Northern Ireland and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Northern Ireland.
- The Bank is authorised and regulated by the Financial Services Authority and comply with its requirements to pay due regard to customers' interests and to treat customers fairly.

This publication is also available in Braille, in large print on tape and on disk. Speak to a member of staff for details.

You can also read this publication on our website at www.northernbank.co.uk.

Northern Bank is a trading name of Northern Bank Limited and is authorised and regulated by the Financial Services Authority (FSA) (reference number 122261). Credit facilities other than regulated mortgages are not regulated by the FSA. We hold a consumer credit licence issued by the Office of Fair Trading and our licence number is 006351.

Northern Bank Limited

Registered in Northern Ireland number R568

Registered office:

Donegall Square West

Belfast

BT1 6JS

Northern Bank is a member of Danske Bank Group.