



# Bacstel-IP

## Customer Agreement for the Bacstel-IP Direct Service

### 1. Introduction

This agreement relates to the provision of the Bacstel-IP Service ('the Service'). AIB Group (UK) p.l.c. trading as Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct in Great Britain and First Trust Bank in Northern Ireland, your Bank, is responsible for your sponsorship into the Bacstel-IP service. Components of this service are provided by Bacs Payment Schemes Ltd (Bacs) and Royal Bank of Scotland plc (RBS) and/or their respective transferees, assigns and successors in title. Information about your application will be provided to Bacs and RBS to permit them to support such processes as necessary to fulfil your use of the Service.

**1.1** The terms and conditions governing your use of the Service are contained in:

- This Agreement;
- Electronic help texts and user guides (including those developed, distributed or used on behalf of VocaLink Ltd or Bacs from time to time) which set out the procedures you must follow when you use the Service (together with the 'User Guides');
- The Bacstel-IP Service User Application Form.
- The Business Customer Agreement for the TrustAssured Service and associated Policies

**1.2** In this Agreement 'you' and 'your' means the customer named in the Bacstel-IP Service User Application Form and, where appropriate in clauses 2 and 3, includes any person authorised to give instructions to us. 'Bureau' means any party (including without limitation any Bureau or Group company) which you notify us, your Bank, of and in respect of which we, your Bank, at your request and in our discretion, accept as being authorised by you to transmit and receive Bacstel-IP transmissions on your behalf and to which Bacs Scheme Member Banks have issued (a) Digital Certificate(s) in connection with their Public Key Infrastructure ('PKI') or (b) Alternative Security Methods ('ASM'). 'We', 'us' and 'our' means where stipulated:

- AIB Group (UK) p.l.c. – Your Bank
- Royal Bank of Scotland plc - the Public Key Infrastructure provider
- Bacs Payments Schemes Ltd – the service manager
- VocaLink Ltd – The service operator

**1.3** This Agreement only deals with the Service however when using the Service for any other application provided by Bacs you are agreeing to comply with all appropriate rules and guides produced by Bacs for that application.

### 2. Contacting each other

**2.1** We, your Bank, or RBS, or Bacs, may contact you and give you any notices in connection with this Agreement by post, telephone or Internet (which includes any form of electronic message made by any type of electronic device) using the latest address, telephone number or electronic mail ('email') address you have given us. If you want to prevent others from reading any emails we send you; you must ensure adequate security is set up on your computers. We will not be responsible if any unauthorised person gains access to your emails.

**2.2** You can contact us by post, email, telephone or facsimile, using the appropriate address, email address, telephone or facsimile number or other relevant contact details given to you by your Relationship Manager or contact Bacs by following the procedures set out in the User Guides. If you send an email you cannot assume it has been received until a message acknowledging receipt has been returned to you.

**2.3** Telephone calls with you may be recorded in order to verify dealings with you and ensure that service standards are met.

### 3. Giving us instructions

**3.1** We, your Bank, cannot change or stop an instruction you give using the Service or given by any Bureau acting or purporting to act on your behalf except in the limited circumstances set out in the User Guides.

**3.2** Before we, your Bank, RBS and Bacs can accept instructions given to us using the Service or in any other way described in the User Guides or given by any Bureau acting or purporting to act on your behalf we will agree security procedures with you. By 'security procedures' we mean the use of a password, security keys, card, personal identifier(s), personal digital certificates, codes, PINs or encryption device(s) any of which may be changed by agreement in the future. We, your Bank, RBS and Bacs may also agree security procedures with you before accepting instructions given to us by telephone. You must comply with the security procedures set out in the User Guides at all times when using the Service.

- 3.3** You must do all that is reasonably possible at all times to make sure that the security procedures are kept secret and any security-related device is kept physically secure. This includes making sure that security details are not kept in any form (including by browser or any other software) in such a way that an unauthorised person using the same work station can access or use the security procedures using stored details.
- 3.4** You must tell us, your Bank, as soon as possible if any unauthorised person may know any security procedures or may have or has had access to any security related device used to access the service. Until you have notified us you will be responsible for all instructions that are received and acted on, even if the instructions were not given by you.
- 3.5** You will provide to us, your Bank, all the information you have about the misuse of security procedures and security-related devices, as well as any material breach of the User Guides or fraud affecting the Service. This information may be passed to the police and Bacs.
- 3.6** We, your Bank, RBS and Bacs, can act on instructions given using the Service (including instructions to make or collect payments from or into your account) as long as security procedures have been followed correctly, whether or not the instruction was given by you.
- 3.7** Where instructions have been followed correctly, we, your Bank can deduct the amount of any payment from your account. You agree that we, your Bank may rely on any account number quoted in an instruction as the correct account to be debited or credited.
- 3.8** We, your Bank, RBS and Bacs, can refuse to act on any instruction if:
- We have a good reason to believe that you or any Bureau acting or purporting to act on your behalf did not give us the instruction; or
  - The instruction is not clear; or
  - We believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;
  - We reasonably believe that carrying out the instruction may damage our reputation;
  - We believe any limit mentioned in 3.9 may be exceeded.
  - Bacs has suspended or withdrawn its authorisation for the Service.
- 3.9** We, your Bank will agree maximum file limits with you and we will tell you (under condition 2.1) what these limits are. We will not be liable to authorise files in excess of agreed limits. If a limit is exceeded without prior approval from us this may delay the processing of your files and result in you incurring additional charges. Any request for a change in limit should be made in writing to us, your Bank, for approval at least 10 working days before submitting your files to Bacs.

If Bacs receive instructions before the relevant cut-off time on any working day those instructions will be processed on that day or on the date specified in

If Bacs receive instructions before the relevant cut-off time on any working day those instructions will be processed on that day or on the date specified in your instructions. Instructions received after the cut-off time or for a non working day will be processed in accordance with the relevant conditions of the User Guides.

You cannot challenge the legal effect, validity or enforceability of a transaction pursuant to your instructions solely on the basis that it is in electronic rather than in a written form or you did not review the contents of a transmission before signing it or no direct human instigation or intervention was involved or that it constitutes a breach by you of this Agreement or any agreement you may have with a third party.

#### **4. The Bank's liability to you and your liability to the Bank**

- 4.1** We, your Bank, will not be liable to you for any loss, injury, damage or delay in carrying out your instructions other than such losses which arise as a direct result of our gross negligence or wilful misconduct but our liability will be limited to the lower of:
- The amount of such loss, injury or damage; and
  - The amount of any interest you do not receive or any interest you have to pay as a result of such failure, delay or error
- 4.2** We will not be liable to you if we do not act on your instructions for any reason under conditions 3.8 or 3.9 or if we cannot carry out our responsibilities under this Agreement as a result of anything that we cannot reasonably control. This includes, amongst other things, any machine failing to work, complete or partial closure of any Bacs or VocaLink systems, industrial disputes and any act, omission or delay of any agent, correspondent or paying bank or any third party. We are not liable for transactions or Bacstel-IP transmissions made with certificates which should have been revoked or which were used outside the authority levels ascribed to their holder.
- 4.3** We will not be liable to you in any circumstances for:
- Loss of business, loss of reputation, loss of opportunity, loss of profit; and
  - Any type of special, consequential or indirect loss whatsoever.
- 4.4** If you wish to make a claim on us, your Bank, under this Agreement you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any case within 13 months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you.
- 4.5** You will reimburse us for any costs incurred, loss, damage or liability we suffer in acting upon your instructions or resulting from the effect of any local laws or regulations on payments made in accordance with your instructions.
- 4.6** For the avoidance of doubt RBS and Bacs shall not be liable to you in any circumstances whatsoever.

## 5. Confidentiality

- 5.1 You will keep all information, including the User Guides, confidential at all times.
- 5.2 If you cease to use the Service you shall not be entitled to retain any confidential information given to you including the User Guides.

## 6. Data Protection Notice AIB Group (UK) plc Effective 25 May 2018

We respect your trust in us to use, store and share your information. In this notice, we explain how we collect personal information about you, how we use it and how you can interact with us about it.

We try to keep this notice as simple as possible but if you are unfamiliar with our terms, or want more detail on any of the information here, please see our

website's Frequently Asked Questions section or our contact details at

[www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You can also ask for more details at your local branch.

### 6.1 Who we are

In this notice, 'we', 'us' and 'our' refers to AIB Group (UK) p.l.c. which includes First Trust Bank, Allied Irish Bank (GB) and Allied Irish Bank (GB) Savings Direct, and AIB Group which refers to Allied Irish Banks, p.l.c., its subsidiaries, affiliates and their respective parent and subsidiary companies. For more information about our group of companies, please visit [www.aibgroup.com](http://www.aibgroup.com).

We share your information within AIB Group to help us provide our services, comply with regulatory and legal requirements, and improve our products.

### 6.2 Data Protection Officer

Our Data Protection Officer oversees how we collect, use, share and protect your information to ensure your rights are fulfilled. You can contact our Data Protection Officer at [UKDPO@aib.ie](mailto:UKDPO@aib.ie) or by writing to them at: Data Protection Officer, AIB Group (UK) p.l.c., First Trust Centre, 92 Ann Street, Belfast, BT1 3HH.

### 6.3 How we collect information about you

We collect personal information from you, for example when you open an account; make a deposit; apply for products and services; use your credit or debit card; complete transactions; or look for advice. We also collect information through our website, apps, social media, discussion forums, market research and CCTV footage. We will sometimes record phone conversations and we will always let you know when we do this.

We may collect information to identify you through voice, facial or fingerprint (biometric data) recognition technology. We always ask for your consent to do this.

Our websites use 'cookie' technology. A cookie is a little piece of text that our server places on your device when you visit any of our websites or apps. They help us make the sites work better for you.

When you apply to us for products and services, and during the time you use these, we carry out information searches and verify your identity. We do this by sending and receiving information about you to and from third parties including credit reference agencies and fraud prevention agencies. We and these agencies may keep records of our searches whether or not the product or service goes ahead.

### 6.4 How we keep your information safe

We protect your information with security measures under the laws that apply and we meet international standards. We keep our computers, files and buildings secure.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information

### 6.5 How long we keep your information

To meet our legal and regulatory obligations, we hold your information while you are a customer and for a period of time after that. We do not hold it for longer than necessary.

### Meeting our legal and regulatory obligations

To use your information lawfully, we rely on one or more of the following legal bases:

- performance of a contract;
- legal obligation;
- protecting the vital interests of you or others;
- public interest;
- our legitimate interests; and
- your consent.

To meet our regulatory and legal obligations, we collect some of your personal information, verify it, keep it up to date through regular checks, and delete it once we no longer have to keep it. We may also gather information about you from third parties to help us meet our obligations. If you do not provide the information we need, or help us keep it up to date, we may not be able to provide you with our products and services.

### 6.7 Consent

Sometimes we need your consent to use your personal information. With direct marketing for example, we need your consent to make you aware of products and services which may be of interest to you. We may do this by phone, post, email, text or through other digital media.

You can decide how much direct marketing you want to accept when you apply for new products and services. If we ever contact you to get your feedback on ways to improve our products and services, you have the choice to opt out.

When we use sensitive personal information about you, such as medical or biometric data, we ask for your consent. Before you give your consent, we tell you what information we collect and what we use it for. You can remove your consent at any time by contacting us.

## 6.8 How we use your information

We use information about you to:

- provide relevant products and services;
- identify ways we can improve our products and services;
- maintain and monitor your products and services;
- protect both our interests;
- meet our legal and regulatory obligations; and
- decide and recommend how our products and services might be suitable for you.

To provide our products and services under the terms and conditions we agree between us, we need to collect and use personal information about you. If you do not provide this personal information, we may not be able to provide you with our products and services.

We analyse the information that we collect on you through your use of our products and services and on our social media, apps and websites. This helps us understand your financial behaviour, how we interact with you and our position in a market place. Examples of how we use this information includes helping protect you and others from financial crime, offering you products and services and personalising your experience.

We may report trends we see to third parties. These trend reports may include information about activity on devices, for example mobile phones, ATMs and self-service kiosks, or card spend in particular regions or industries. When we prepare these reports, we group customers' information and remove any names. We do not share information in these reports that can identify you as a customer, such as your name, or account details.

We sometimes use technology to help us make decisions automatically. For example, when you apply for a loan online. Before we make a decision, we automatically score the information you give us, any information we already hold about you, and any information we may get from other sources.

## 6.9 Your information and third parties

Sometimes we share your information with third parties.

For example to:

- provide products, services and information;
- analyse information;
- research your experiences dealing with us;
- collect debts;
- sell your debts;
- sell whole or part of our business;
- prevent financial crime;
- help trace, investigate and recover funds on your behalf;
- trace information; and
- protect both our interests.

In order to process your application we will supply your personal information to credit reference agencies (CRAs) and they will give us information about you, such as about your financial history.

We do this to assess creditworthiness and product suitability, check your identity, manage your account, trace and recover debts and prevent criminal activity.

We will also continue to exchange information about you with CRAs on an ongoing basis, including about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates.

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.

Further details of the CRA's and fraud prevention agencies, and how they process your information can be found at our websites.

We expect these third parties to have the same levels of information protection that we have.

We also have to share information with third parties to meet any applicable law, regulation or lawful request. When we believe we have been given false or misleading information, or we suspect criminal activity we must record this and tell law enforcement agencies, which may be either in or outside the UK.

## 6.10 International transfers of data

We may transfer your personal information outside of the European Economic Area (EEA) to help us provide your products and services. We expect the same standard of data protection is applied outside of the EEA to these transfers and the use of the information, to ensure your rights are protected.

## 6.11 Your personal information rights

You will find information about your rights, when they apply and our responsibility to you on our website's Frequently Asked Questions section.

You can exercise your rights by calling into a branch, using our social media channels, phoning or writing to us. Further information and our contact details are available on our websites at

[www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection)

We can help you with:

*Accessing your personal information:* You can ask us for a copy of the personal information we hold. You can ask us about how we collect, share and use your personal information.

*Updating and correcting your personal details.*

*Removing consent:* You can change your mind wherever you give us your consent, such as for direct marketing, or using your sensitive information, such as medical or biometric data.

*Restricting and objecting:* You may have the right to restrict or object to us using your personal information or using automated decision making.

*Deleting your information (your right to be forgotten).* You may ask us to delete your personal information.

*Moving your information (your right to Portability).* Where possible we can share a digital copy of your information directly with you or another organisation.

When you contact us to ask about your information, we may ask you to identify yourself. This is to help protect your information.

We generally do not charge you when you contact us to ask about your information

## 6.12 Making a complaint

If you have a complaint about the use of your personal information, please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated. You can register a complaint through our contact centre, our branches, our Website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly.

You can also contact the Information Commissioner's Office at [www.ico.org.uk](http://www.ico.org.uk)

## 6.13 Updates to this notice

We will make changes to this notice from time to time, particularly when we change how we use your information, and change our technology and products.

You can always find an up-to-date version of this notice on our website at

[www.firsttrustbank.co.uk/data-protection](http://www.firsttrustbank.co.uk/data-protection) or [www.aibgb.co.uk/Data-protection](http://www.aibgb.co.uk/Data-protection). You will also find a copy on display at your local branch, or you can ask us for a copy.

## 7. Special Terms relating to using The Service

### 7.1 You must:

- Use the Service in accordance with, and subject to, the procedures contained in the User Guides;
- Ensure all your computer equipment is in safe and efficient operating order and complies with the standards and requirements as amended from time to time;
- Make your own contingency arrangements to cover system or operating failures or suspension;
- **Carry out your own virus checks and firewall protection and use all reasonable care to prevent the introduction of any viruses;**

- Not change, copy or reverse engineer or allow any third party to use, change, copy or reverse engineer any software or any other

**7.2** You will not use any of our services covered by this Agreement outside the Republic of Ireland, UK, Channel Islands or Isle of Man. The software and security-related devices provided with the Service contain cryptographic routines and are subject to import and export regulations and usage restrictions in some countries. In any event you will not (or permit to be done by or on your behalf) do anything in connection with the use of the BACSTEL-IP Service outside the UK, the Channel Islands or the Isle of Man which you are or ought reasonably to be aware of would result in us, your Bank, RBS, Bacs or VocaLink being in breach of any applicable local laws or regulations.

**7.3** You acknowledge that the copyright and all other rights in the User Guides and in the software supplied to you by RBS and or Bacs, is owned by them or their agents or by the licensor of such software. You shall obtain no right, title or interest in any such materials or any intellectual property rights therein.

**7.4** The records RBS or Bacs maintain of any instructions you give will be conclusive evidence of your instructions and of the time they are given except where there is an obvious mistake.

**7.5** Any software or security-related devices provided by us, your Bank or RBS, is licensed to you and you must use it exclusively in connection with this Agreement and as described in the User Guides. The licence is a non exclusive licence to use and copy (but not sub-licence) the materials to the extent necessary to enable you to sign, submit and receive Bacstel-IP transmissions. The licence will terminate automatically on the earlier of any suspension of the Service for whatever reason, us ceasing to offer the Service or you ceasing to maintain an account with us.

**7.6** You, or any Bureau acting or purporting to act on your behalf, will only use submission software which at the relevant time is Bacs approved and act in accordance with any instructions, guidance or procedures provided to you by us, your Bank, RBS or Bacs and comply with the provisions of the User Guides.

## 8. Changing the Terms of This Agreement

**8.1** We, your Bank, may change the terms of this Agreement (including our charges) and we may introduce changes to our service(s) at any time by telling you about the change.

**8.2** We, your Bank, will tell you about any changes by:

- Sending you written notice; or
- Sending you an electronic message

**8.3** We, your Bank, will normally give you at least two months' notice of any changes. However, we may introduce changes as soon as we give you notice if we consider we can improve the Service by introducing technical or procedural amendments.

## 9. Withdrawal, suspension, closure and termination

- 9.1** In exceptional circumstances we, your Bank may at any time suspend your access to the Service but we will promptly notify you of any such suspension.
- 9.2** We, your Bank, may withdraw the provision of the Service without terminating this Agreement by giving you two months' prior notice in writing. You will continue to be liable in respect of all liabilities outstanding or arising after the Service is withdrawn which relate to the period before withdrawal
- 9.3** The provision of the Service will terminate with immediate effect if Bacs has suspended or withdrawn its authorisation for the service.

Upon suspension or withdrawal you shall not (and shall ensure that your employees, contractors and agents shall not) sign or submit any transactions using the Service after such suspension or withdrawal unless and until, in the case of a suspension, such suspension is lifted by us giving you written notice to that effect.

## 10. Liability for Bureaux and other members

- 10.1** You will be bound by, responsible for and liable in respect of all actions or omissions (including without limitation Bacstel-IP Transmissions) carried out or made (or purporting to be carried out or made) by any Bureau on your behalf and for any breach(es) by such Bureau of any agreement in place from time to time between any Scheme member Bank and such bureau which is connected with any such actions or omissions
- 10.2** You will be bound by, responsible for and liable as described in clause 10.1 above regardless of whether such actions or omissions reflect fully or at all your instructions to the Bureau
- 10.3** Neither we, your Bank, nor RBS shall have any liability or responsibility to you in respect of any actions or omissions of any other Scheme member Bank or any Bureau, whether in connection with any authorisation or sponsorship of such Bureau or other member or otherwise

## 11. General provisions

- 11.1** We, your Bank, will tell you about the charges for the Service. These will normally be debited to your account. Some of the fees for our services may be charged in advance and we will tell you before you take up the service.
- 11.2** Any waiver of a breach of any term of this Agreement shall not affect our rights in the future in respect of any further breach of that or any other term.
- 11.3** This Agreement contains the entire agreement with you in respect of the Service. No warranty shall be implied or have any effect unless specifically included in this Agreement and in any changes subsequently notified.

- 11.4** If any part of this Agreement is unenforceable, unlawful or void in any jurisdiction then that part shall be separated from the rest of the Agreement which shall continue to be valid and enforceable.

## 12. Governing Law

This Agreement is governed by English law.

## 13. Making a Complaint

If at any time you are dissatisfied with our service please let a member of staff in your branch (or service outlet) know, giving them the opportunity to put things right as quickly as possible. If you wish to make a complaint you may do so in person, by telephone, in writing and by email. Please be assured that all complaints received will be fully investigated.

You can register a complaint through our contact centre, our branches, our website, by phone, by email or in person at your branch. We ask that you supply as much information as possible to help our staff resolve your complaint quickly. We ask that you provide the following information:

- your name, address, Sort Code and Account Number.
- a summary of your complaint.
- if feasible, any relevant documentation.

We value your feedback and will try to resolve your complaint as soon as possible.

In the event that your complaint cannot be resolved to your satisfaction you may have the right to refer the matter to the Financial Ombudsman Service. You must refer your complaint to the Financial Ombudsman Service within six months from the date of our final response letter.

**You can contact them at:**

**Financial Ombudsman Service**  
**Exchange Tower**  
**London E14 9SR**  
**Telephones: 0800 023 4567**  
**+44 20 7964 1000 (for calls from outside the UK)**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**  
**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

If you need this brochure in Braille, in large print or on audio, ring 0345 600 5204<sup>†</sup> or ask your relationship manager. Customers with hearing difficulties can use our Text Relay Service by dialling 18001 0345 600 5204<sup>†</sup>.

<sup>†</sup> Calls may be recorded. Call charges may vary - refer to your service provider. Call into any business centre | Phone 0345 600 5204<sup>†</sup> | [www.aibgb.co.uk](http://www.aibgb.co.uk)



Information correct as at May 2018

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