



# Bank of Ireland UK FXPay Special Terms and Conditions



## 1 Applicability

- 1.1 These Bank of Ireland UK FX PAY Special Terms and Conditions (“Special Terms and Conditions”) are subject to the Bank of Ireland (UK) Plc Terms and Conditions for Foreign Exchange (FX) (“Foreign Exchange Terms and Conditions” and, together with these Special Terms and Conditions, the “Terms of Use”) as each may be amended or replaced from time to time. To the extent that these Special Terms and Conditions are inconsistent with the Foreign Exchange (FX) Terms and Conditions, these Special Terms and Conditions will prevail. The most up-to-date version of the Foreign Exchange Contract (FX) Terms and Conditions can be found on our website at <http://www.bankofirelanduk.com/business/foreign-exchange-and-treasurydeposit-products/>.
- 1.2 The Terms of Use form the basis upon which we will deal with you in relation to Transactions entered into by you with Bank of Ireland Global Markets through Bank of Ireland UK FXPay.
- 1.3 These Terms of Use constitute a contractual agreement having legal effect which you accept by beginning or continuing to undertake business with us through Bank of Ireland UK FXPay. In particular, Clause 9 of the Foreign Exchange (FX) Terms and Conditions will apply.

## 2 Definitions and Interpretations

- 2.1 Any term not otherwise defined in these Special Terms and Conditions will have the meaning given to it in the Foreign Exchange Terms and Conditions.
- 2.2 For the purposes of these Special Terms and Conditions, the following terms will bear the following meanings:
- “Administrator”** means each person appointed by the Customer as an Administrator (as described by Condition 7) in respect of the Customer, and pursuant to the terms of Condition 10.
- “Application”** means the Mandate (including the Application Form relating to the provision of the Services) as executed by the Customer, and any reference to “Application” will incorporate a reference to any amendment, variation, replacement or substitution thereof from time to time.

**“Authorised User”** means each person appointed by the Customer as an Authorised User (as described by Condition 8) as same may be substituted pursuant to the terms of these Special Terms and Conditions.

**“Bank of Ireland FXPay Manual”** means the Bank of Ireland FXPay Manual, including any amendments or additions thereto from time to time issued to the Customer by the Bank, which describes the operation of the Services together with guidelines in respect of use by the Customer.

**“Bank of Ireland UK FXPay”** means the business name adopted for the provision of the Services by the Bank (which name may be changed by the Bank from time to time).

**“Close of Business”** means the completion of processing of all Transactions on any particular Business Day.

**“Cross Currency Payment”** means any payment with an FX conversion. E.g. GBP to EUR.

**“Customer”** means any person availing of the Services and will include sole traders, partnerships, trustees, incorporated and unincorporated bodies.

**“IBAN”** means the ‘International Bank Account Number’ or ‘IBAN’, the standard for quoting account numbers across Europe. The use of the IBAN and the Payee bank’s SWIFT address or BIC ensures the correct identification of the Payee’s bank account.

**“MiFID II”** means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, including any supplementing regulations, directives and standards;

**“MiFIR”** means Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012, including any supplementing regulations, directives and standards;

**“Originating Account”** means an Account or suspense account maintained with the Bank in the name of the Customer, whether in sole or joint names, which may be nominated by the Customer for access through the

Services and from which money may be withdrawn. The Originating Account is also known as the ‘pay from’ account.

**“Payee”** means the third party Payee (whether in sole or joint names) nominated by the Customer for the purposes of the Services or certain of them to which the Customer may transfer funds by debiting an Originating Account.

**“Payee Account”** means an account or accounts (whether maintained with the Bank or with another financial institution recognised by the Bank for the purposes of the Services, or certain of them) in the name of the Payee to which the Customer may transfer funds by debiting an Originating Account. The Payee Account is also known as the ‘payee account’ or ‘pay to’ account.

**“Payment Instruction”** means an Instruction to pay money or otherwise to debit or credit any of the Accounts with any amount.

**“Security Instrument”** means any number, code, digital certificate, password, token or other security measure we require you to use, and as further described in the Bank of Ireland FXPay Manual.

**“Services”** means electronic trading of FX Contracts, Cross Currency Payments and associated banking services being provided by the Bank through the internet and authorised networks which the Bank has agreed to provide to the Customer from time to time and, for the avoidance of doubt, will include telephone Instructions related to Transactions initiated through or in connection with Bank of Ireland UK FXPay.

**“TPP”** means any third party payment service provider that provides a payment service to you or to someone else that concerns your account.

- 2.3 Unless the context will otherwise require, words importing the singular will include the plural, and words importing the masculine gender will include the feminine or neuter and vice versa.

## The Services

- 3 The Bank will provide the Bank of Ireland FXPay Manual to the Customer. It will be the responsibility of the Customer to arrange appropriate internet access to the Services.
- 4 The initial service level required by the Customer will be indicated in the Application; thereafter the Administrator may communicate amendments, in writing to the Bank, on the Customer's headed paper. The functionality of the Services and the provisions of the Bank of Ireland FXPay Manual may be amended from time to time by the Bank, at its sole discretion, including where required to take account of any technical or procedural alterations or enhancements.
- 5 Subject to Conditions 4 and 9 of these Special Terms and Conditions, messages sent through the internet and authorised networks will be treated as satisfying any legal requirement that a communication should be in writing. Each party waives any right it may have to challenge any such message on the basis that it was prepared and/or sent and/or received in electronic form.
- 6 The Bank will record Instructions received by way of the Services and in the event of any dispute arising in relation to any Instructions or alleged Instructions, the record so kept by the Bank will be prima facie proof of such Instructions or alleged Instructions for the purpose of determining such dispute.

## Administrator and Authorised User

- 7 (a) The Authorised Signatories of the Customer, as notified to the Bank in the Application, will be responsible for:
- ▶ providing the account details the subject of the Services;
  - ▶ appointing one or more Administrators;
  - ▶ setting up and removing Authorised Users;
  - ▶ managing, allocating and deleting Security Instruments; and
  - ▶ managing and setting access rights and authorisation limits.
- (b) It is the sole responsibility of the Customer to select and appoint Administrators and the Customer must

satisfy itself as to the suitability and integrity of the individuals chosen. Each Administrator appointed by the Customer fulfils a critical function in the overall security of the Services. The Administrator will be responsible for:

- ▶ regularly checking email notifications and the audit log of Transactions; and
  - ▶ temporarily restricting the access of Authorised Users to Bank of Ireland UK FXPay.
- 8 (a) Authorised Users will be set up by Authorised Signatories of the Customer by completing the appropriate Application and submitting it to the Bank. It will be the responsibility of each Authorised User to familiarise themselves with the terms of the Bank of Ireland FXPay Manual and the operation of the Services, to keep secret their Security Instruments, and to notify the Bank immediately, free of charge via the number listed on [www.bankofirelanduk.com](http://www.bankofirelanduk.com) if any Security Instrument is known or available, or suspected to have become known or available, to an unauthorised third party.
- (b) At your request, and at its discretion, the Bank may assist you with onboarding of Payee Accounts to Bank of Ireland UK FXPay, however the Bank will not be liable for any loss caused and it remains the sole responsibility of the Administrator to ensure that the details of all Payee Accounts are correct. It will be the responsibility of the Customer to verify and authorise each individual payee onboarded to Bank of Ireland UK FXPay through this process.
- 9 In case of a Corporate Customer, any change in the identity of an Administrator or Authorised User will be notified in writing and signed in accordance with the Mandate on your headed paper. Such notification will be treated as effective by the Bank from the time of its receipt.

## Account Balances and Payment Instructions

- 10 (a) The information available by means of the Services will not be taken as conclusive evidence as between the Bank and the Customer of the state of any relevant account and while the Bank will use its reasonable endeavours to ensure the accuracy and

completeness of all information, the Bank will not be liable for any loss incurred or damage suffered by the Customer by reason or in consequence of any such information.

- (b) It is the Customer's responsibility to ensure that Transaction reports which may be available from Bank of Ireland UKFXPay are viewed in a safe and private place and that the confidentiality of information contained within any such reports downloaded to the Customer's systems is maintained. Upon termination of the Services the reports will no longer be available and the Customer is advised to download or print any such reports that may be required prior to terminating the Services.
- 11 The Customer accepts that information available from the Services will be subject to change before the Close of Business each day and further accepts that the Bank's acknowledgment of a message containing a payment request cannot be treated as evidence of the Bank having paid or agreed to pay the sum so requested and that it is the sole responsibility of the Customer to regularly check the Transaction status.
- 12 The Customer agrees that the Bank will in no circumstances be liable for any loss or damage arising from delayed receipt of international payments from the Customer where the date of receipt (or following days) are not business days in the recipient jurisdiction.
- 13 The Customer may only use Bank of Ireland UK FXPay in connection with FX Contracts and/or Cross-Currency Payments. The Customer agrees that no payment Instructions will be given by any Authorised User to make payments in same currency and the Customer acknowledges and agrees that the Bank reserves the right not to process any such Instructions.
- 14 Customers may add payment instructions in bulk but will be required to provide the bank with an additional annex detailing the authorised users' permissions and authority in advance of this functionality being made available.

## Security

- 15 All Security Instruments issued by the Bank will be used in accordance with the Bank of Ireland FXPay Manual. Once Security Instruments have been allocated by the Bank, it is the sole responsibility of the Customer, Administrator and Authorised User to keep all Security Instruments confidential to itself and to take all security measures to prevent any unauthorised person from gaining access to any Security Instruments, whether issued by the Bank or generated by the Customer. Authorised Users are not permitted to share, and the Customer shall ensure that Authorised Users do not share, any Security Instrument with any other person or with multiple users on a network. The Customer acknowledges that the Bank has no duty or power to supervise the use of any Security Instruments by the Customer. The Bank will not be responsible for any consequence arising from the unauthorised use of Security Instruments whether issued by the Bank or generated by the Customer.
- 16 Should the Customer, Administrator or any Authorised User either suspect or become aware that any Security Instruments have become known or available to an unauthorised person, the Administrator will immediately cancel and replace such compromised Security Instrument(s) and will carefully review the audit log of Transactions effected since the Security Instrument(s) may have become known or available to an unauthorised third party. The Customer also agrees that all Administrators and Authorised Users will read and abide by the security and confidentiality provisions contained within the Bank of Ireland FXPay Manual.
- 17 A security inactivity time out is in place on the system if a customer remains inactive for five minutes. The system will automatically log out and the customer will need to log on again in order to gain access.

## Processing of Instructions

- 18 The Customer irrevocably authorises the Bank to act upon all Instructions received in connection with the Services which have been, or appear to the Bank to have been, transmitted using the Security Instrument(s) without taking any further steps to authenticate such Instructions.

The Bank will not be required to verify or check that Instructions given to the Bank through use of the Services have been given and remain in force in respect of any debits or any other Instructions to be carried out.

19 By acceptance of these Terms of Use:

- a) the Customer hereby agrees with and to the Bank that the Customer is authorised from time to time to use the Services;
- b) the Customer hereby confirms to the Bank that the Customer has the requisite capacity and authority to enter into the Transactions contemplated by the Services; and
- c) the Customer agrees to be liable for all monies due and liabilities incurred arising from Instructions given under these Terms of Use. The Customer agrees further that it will not create an overdraft or extend an expressly agreed overdraft beyond an authorised limit approved by the Bank on any Originating Account through the Services except with the prior written consent of the Bank. The Customer acknowledges that the Bank will not implement an Instruction to debit an Originating Account effected through the Services if such debit would cause an unauthorised overdraft or extend an authorised limit in respect of an expressly agreed overdraft. Any implied limit will not be recognised or taken into account where an Originating Account is being debited through use of the Services.

20 In respect of any Transaction, the amount of any Payment Instruction received by the Bank on any Business Day from an Authorised User will not exceed the limit agreed between the Bank and the Customer from time to time. Any such Instructions received on a non-Business Day or after Cut-off time on a Business Day will be dealt with on the next Business Day. It is the Customer's sole responsibility to ensure that each Authorised User is aware of and adheres to any maximum aggregate trading limits relating to that Authorised User as prescribed by the Customer, and, for the avoidance of doubt, the Bank shall have no liability in respect of breach of such aggregate limits by any Authorised User.

- 20.1 When calculating the usage of the maximum aggregate trading limit referred to above, any forward value Instructions due for processing on that Business Day, Instructions received on any previous non-Business Day, or after Cut-off Time on any Business Day to be effected no later than Close of Business on the next Business Day will be taken into account. Upon receipt of Payment Instructions through the Services the Bank will effect the relevant payment(s) in the manner set out in the Bank of Ireland FXPay Manual.
- 20.2 The Bank will have no liability to the Customer in respect of any payment made by the Bank on foot of any forward value Instruction where the notification to cancel was not received by the Bank by Close of Business on the Business Day prior to the scheduled date of payment of such forward value Instruction
- 20.3 The Customer will be responsible for ensuring the correctness and accuracy of all Payment Instructions and the Bank will have no obligation to check whether the name of the Payee or other information provided with the Payment Instruction is correct. Where an account number, Sort Code, IBAN or BIC is incorrectly stated on a Payment Instruction, the Bank will have no liability for the non-execution or defective execution of the payment order to the Account.
- 20.4 Without liability, the Bank may refuse to act on any Payment Instruction if the Payment Instruction does not contain the BIC and IBAN, or Sort Code and account number, or any other necessary unique identifier of the Payee. In the event that the Bank refuses to process any such Payment Instruction, for this or any other reason, the Bank will advise the Customer accordingly.
- 20.5 In accordance with the Foreign Exchange (FX) Terms and Conditions, the Bank will provide or make available to the Customer a Confirmation setting out details of Transactions effected using the Services. In addition, the Bank will send email notifications to the Administrator(s) and the relevant Authorised User(s) upon the occurrence of certain events, such as receipt of Instructions by the Bank or submission of the Transaction for payment processing. It is the responsibility of the recipients of such notifications to check that the details are correct and to promptly contact the Bank in the event of any inaccuracy.

- 20.6 Bank of Ireland UK FXPay will notify you how frequently the foreign exchange rate quoted will change. The foreign exchange rate that you select will be the foreign exchange rate agreed between you and the Bank under the FX Contract.
- 20.7 The Services include market-related foreign exchange rates. Due to the automation of this Service, errors in quoted rates may occur on limited occasions under some circumstances. In such cases the Bank may, in its sole discretion, decline to complete Transactions based on such erroneous rates and will notify you as soon as possible.
- 20.8 If the Customer gives an advance Instruction to the Bank to enter into an FX Contract only on condition that the Bank of Ireland UK FXPay rate is at a rate specified by the Customer prior to a specified date, the Customer acknowledges that the Bank will, and hereby authorises the Bank to, proceed with any such Instruction unless, before the Bank has so proceeded, the Bank acknowledges receipt of a further Instruction from the Customer cancelling the Transaction. Any such advance Instruction will automatically terminate on any expiry date specified in the relevant Instruction.
- 20.9 At the discretion of the Bank, a minimum transfer value of any Payment Instruction may be set from time to time.
- 20.10 The Customer acknowledges and agrees that the Bank may take telephone Instructions from, or purported to be by, any Authorised User or Administrator relating to any Transactions initiated through or in connection with Bank of Ireland UK FX PAY. For the avoidance of doubt, the Customer agrees to indemnify the Bank from all claims, demands, liabilities, losses, fees (including legal fees on a full indemnity basis), actions and proceedings whatsoever arising in connection with Bank of Ireland UK FX PAY which the Bank may incur or suffer by reason of its acting on any Instructions however sent or received, and may debit any Account in the Customer's name with any sums payable by it.

## Bank of Ireland FXPay Manual

- 21 The Customer undertakes to comply with the provisions of the Bank of Ireland FXPay Manual which are designed to provide safeguards against unauthorised use and further undertakes to ensure that every Authorised User complies therewith and with the Terms of Use. The Bank of Ireland FXPay Manual will be treated as being incorporated into the Terms of Use. In the event of any conflict or inconsistency between the Bank of Ireland FXPay Manual and the Terms of Use, the Terms of Use will prevail.

## Appropriate Facilities

- 22 The Customer will, at its own expense:
- provide and maintain facilities suitable for gaining access to the Services and will be responsible for ensuring that these meet any requirements specified by the Bank from time to time; and
  - ensure that any facilities, systems, computers or devices used in connection with the Services are adequately protected by up-to-date software (e.g. anti-virus, anti-spyware and anti-malware software) to prevent detect and remove malicious software.

## Alterations and Enhancements

- 23.1 The Bank reserves the right at all times to introduce new Terms of Use and to vary or amend the existing Terms of Use. In relation to any amendments that may materially affect the rights of the Customer, the Bank shall give two months' notice thereof to the Customer by whatever means the Bank, in its discretion, deems appropriate, however, where the variation is to the benefit of the Customer or does not materially affect the Customer's rights, the Bank may implement such variation with immediate effect and notify the Customer thereafter.
- 23.2 The Bank reserves the right at all times to introduce new service fees or charges or to vary any and all existing service fees or charges by giving two months' notice thereof to the Customer by whatever means the Bank, in its discretion deems appropriate, save where the variation is to the benefit of the Customer in which circumstances the Bank may implement such variation with immediate effect and notify the Customer thereafter.

- 23.3 The two months' notice periods referred to in 23.1 and 23.2 above will apply only to Customers who are banking customers. For all other Customers, the Bank reserves the right to implement any such changes immediately and without any prior notice to the Customer.

## Provision of Services

- 24 Forward foreign transactions can be subject to MiFID II / MiFIR requirements. In order for the Bank to assess whether your Transaction is reportable or not, you are required to inform the Bank in accordance with the Foreign Exchange Terms and Conditions of the purpose for entering into the Transaction. Should you require to enter into forward foreign exchange contracts that are subject to MiFID II / MiFIR, please contact the dealing desk to discuss your requirements. The Bank will not provide the Services for the aforementioned transactions via FXPay.
- 25 The Bank will not be obliged to provide the Services at all times or during any particular hours and may withdraw, suspend or restrict any or all of the Services temporarily without prior notice. Where the Bank is of the view that the market is experiencing a period of currency volatility, the Bank reserves the right to restrict trading in certain currencies from time to time. In the event of the occurrence of a technical fault or other reason whereby payment cannot be made due to failure to achieve the Cut-off Time for payments, such payment (in the absence of contrary Instructions from the Customer) will automatically be made on the next Business Day, in the case of domestic payments, and on the next day on which the recipient financial institution is open for business in the case of non-domestic payments.
- 26 Acknowledgement by the Bank of receipt of Instructions or notification that Transactions have been submitted for payment processing does not constitute confirmation of the effecting of those Instructions, which are subject (inter alia) to available account balance. It is the responsibility of the Customer to log-in or otherwise access the Services to ascertain whether, and if so, when, such payment(s) has/have been made.



## Force Majeure and Limitations of Liability

27 In addition to the restrictions on our liability to you set out in Clause 14 of the Foreign Exchange (FX) Terms and Conditions, the Bank will not be liable in contract or tort for any loss or damage claimed to have arisen as a result of the non-availability, non-functioning or malfunctioning of the Services, any third party service required in connection therewith or any bank. Without prejudice to the generality of the foregoing, the Bank will have no liability whatsoever or howsoever arising if there is any delay in accessing, interruption or inability by the Customer to access the Services by means of the internet and authorised networks, nor for any losses, costs, damages, actions or expenses arising or occurring on the part of the Customer as a result of information being transmitted through the internet and authorised networks becoming known to an unauthorised person by any means whatsoever unless any such losses, costs, damages, actions or expenses arise due to the gross negligence of the Bank.

## Payment Charges

- 28
- (a) In advance of using the Services, the Bank will notify you of any charges that apply. The Bank reserves the right to waive any fees and charges associated with Bank of Ireland UK FX PAY from time to time.
  - (b) The Customer accepts that (i) it will be liable and responsible for payment of charges incurred in respect of its accessing the Services via the internet and authorised networks, and (ii) any charges that apply in the normal course of business to any Originating Account and/or Payee Account will continue to apply.
  - (c) The Customer hereby authorises the Bank to debit the Originating Account with all and any charges, fees and other sums whatsoever arising due or payable to the Bank by the Customer in relation to the Services.
  - (d) The Bank will not be liable to the Customer for any loss caused by the application of fees or charges by any intermediary or receiving bank.

## Termination

- 29 In addition to our rights under Clause 17 of the Foreign Exchange (FX) Terms and Conditions, the following will apply:
- (a) You may terminate these Special Terms and Conditions and cancel the Services at any time by written notice to us. The Services will not be cancelled until you have completed all outstanding Transactions and paid any outstanding interest and Fees. Until such time as the Services are cancelled, these Special Terms and Conditions will apply.
  - (b) Notwithstanding the bankruptcy, death, insolvency, administration or incapacity of the Customer, or receipt by the Bank of written notice of termination of the Services, all payments made by the Bank by debiting an Originating Account will be valid and binding upon the Customer if made prior to receipt by the Bank of written notice of such bankruptcy, death, insolvency, administration or incapacity or prior to the expiry of any notice from you to terminate the Services. Any such termination will be without prejudice to the accrued rights of the Bank and obligations and liabilities of the Customer to the Bank as of the date of termination; and
  - (c) Upon termination of the Services, the Customer will promptly deliver to the Bank any and all documentation, Security Instruments or other material issued by the Bank to the Customer in relation to the Services upon request by the Bank.

## Complaints

- 30
- (a) If you are not satisfied with any aspect of our service or products please contact your Account manager directly who will be pleased to help you and explain our complaints procedure in more detail. A copy of our customer dispute resolution, complaints and error handling procedures is available on request.
  - (b) However, if you are not satisfied with the action being taken or the explanation provided by your Account manager, you can also refer your

complaint in writing to:  
Group Customer Complaints,  
Bank of Ireland Group; PO Box 27,  
1 Temple Quay, Bristol, BS1 6DX.

When we receive your complaint, we will do the following.

- (a) We will try to resolve your complaint as quickly as possible. If we are able to resolve your complaint with you directly within three business days of receipt we will follow this up with written confirmation & at this point we will also provide you with details of how you may refer to the Financial Ombudsman Service should you wish to do so. If we cannot resolve your complaint with you within three business days, we will write to you within five Business Days to confirm that we have received your complaint and that the issues being raised are to be investigated.
- (b) We will always deal with your complaint as quickly as we can. However, if we have not been able to settle your complaint within four weeks of receiving it, we will write to you with an update on our investigation and when we aim to send you a final response.
- (c) If we are unable to fully respond to your complaint within eight weeks of receiving it, we will write to you and explain why, and tell you when we expect to be able to do so. At this point we will also provide you with details of how you may refer to the Financial Ombudsman Service should you wish to do so.

If you do not agree with our final response, or we cannot respond within eight weeks and you do not accept our explanations and the date we tell you we will give you a final response, you can refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service can help solve or settle disputes between banks and their customers. They are entirely independent and their services are free to you.

Ask us for a leaflet, or contact the Financial Ombudsman Service for more information including eligibility to refer your complaint via the contact options set out below.

(c) Financial Ombudsman Service

Bank of Ireland UK is covered by the Financial Ombudsman Service.

You can contact the Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Tel: 0800 023 4567.

Calls to this number are free from mobiles and landlines.

Tel: 0300 123 9 123.

Calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs.

Outside UK Tel: +44 20 7964 0500

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Jurisdiction

- 31 These Special Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. For the benefit of the Bank, the Customer hereby submits to the jurisdiction of the Courts of England and Wales in relation to any claim or proceedings under the Special Terms and Conditions, save that the Bank may take proceedings against the Customer in any other court of competent jurisdiction and the Customer further irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objection to any claim that any suit, action or proceedings have been brought in any inconvenient forum.

## **Belfast**

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