

Lloyds Banking Group and your business information

For Corporate customers (Web version)



Lloyds TSB | Corporate Markets

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As a customer of Lloyds TSB Bank plc or Lloyds TSB Scotland plc, We will store information about You and Your Group and We will use and share this information across Our Group to manage and develop our mutual relationship, including for the purposes of introducing and providing products and services suitable for Your Group's needs. What information We will hold and how We will use it is explained below.

Terms used in this letter:

"We/Us/Our" means Lloyds TSB Bank plc or Lloyds TSB Scotland plc and their successors and assigns.

"Our Group" means the Lloyds Banking Group which includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com. For these purposes, "associated companies" includes Lloyds Banking Group plc and any subsidiary, affiliate or other firm directly or indirectly controlled from time to time by either Lloyds Banking Group plc or Us.

"You/Your" means your business, whether it be a company, limited liability partnership, partnership or other entity such as a special purpose vehicle, club, charity or trust.

"Your Group" means You, Your holding company (if any) and any subsidiary, affiliate or associated companies or other associated entities of You or Your holding company, such as a special purpose vehicle, club, charity or trust.

"Key Account Parties" means individuals who are partners, directors, company secretaries, members or beneficial owners, trustees or other controlling officials within Your Group.

When You or any member of Your Group banks with Us, We will acquire information about You and Your Group. This includes but is not limited to:

- details You or any such member of Your Group give Us on application forms;
- give Us during meetings and interviews and through correspondence (written or verbal) or other forms of communication;
- any analysis We may make of the banking and/or financial service transactions of any member of Your Group; and
- information We acquire from operating the accounts of any member of Your Group.

We will use information about Your Group when storing and updating the information on Our Group database(s) so that companies in Our Group may:

- identify and contact You and any other member of Your Group about products and services available from Our Group and from selected companies outside Our Group which we believe may interest or benefit You or any member of Your Group, unless You tell Us by contacting Your Relationship Manager that You or any member of Your Group do not want to receive this information. Other companies in Our Group will not make direct marketing approaches to You or any member of Your Group without Your consent;
- assess the lending and other risks of any member of Your Group;
- recover debt from members of Your Group;
- manage Your and any member of Your Group's relationship with Our Group;
- prevent and detect fraud and money laundering;
- prepare research and statistical analysis with the aim of improving Our services.

This data or information is confidential and will remain so even after You or any part of Your Group cease to be Our customer. We will not reveal this information outside of Our Group except in the following circumstances, where we are allowed to do so by law:

- where the law or any competent authority requires Us or any part of Our Group to give the information;
- where We or any part of Our Group have a duty to the public to reveal the information;
- where it is in Our or any part of Our Group's interests to do so (for example, to prevent fraud);
- if You or any member of Your Group ask Us or any part of Our Group to reveal the information, or You or any member of Your Group give Us or any part of Our Group permission to do so.

Additionally, We may in certain circumstances need to provide information to others to help Us to manage Your and any member of Your Group's relationship with Our Group and run Your and any member of Your Group's accounts. For example, We may need to provide information to professionals and agents acting on Our Group's behalf such as (but not limited to) Our Group's auditors, solicitors, accountants, surveyors and consultants.

We may make checks of Key Account Parties at credit reference agencies and fraud prevention agencies. Before doing so We will seek their consent. Such searches may be recorded. If any Key Account Party asks Us, We will give him/her details of the agencies so he/she may get a copy of his/her details. Credit reference agencies may form a link between any previous or subsequent names that Key Account Parties use in the records they hold about them. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

We may monitor and record telephone calls to check that We have carried out Your or any member of Your Group's instructions correctly and to help improve Our quality of service.

If We decide to administer any of Your or any member of Your Group's accounts and provide other services from centres in countries outside the European Economic Area (EEA) We will ensure that the information of the business is adequately protected.

If We or any of Our Group wish to sell or transfer all or part of Our business and assets or any associated rights or interests or acquire a business or enter into a merger, We may disclose any personal data We hold about individuals and confidential business information to any potential buyer, transferee, merger partner or seller and its advisers and any other persons We may reasonably decide, provided that each person to whom information is disclosed undertakes to keep it confidential. If the sale or transfer is completed, the buyer, transferee or merger partner may continue to use and disclose the information subject to the same provisions set out here.

Data Protection

Information that We hold about individuals such as Key Account Parties is protected by the Data Protection Act. If We do hold any personal information We will, on request by the relevant individual, and on payment of a fee which is currently £10, provide that individual with a copy of the personal information that We hold, which may include personal records connected with Your Group. If You or any member of Your Group's accounts are administered or other services are provided from outside the EEA, We will remain bound by Our obligations under the Data Protection Act if any personal information is processed outside the EEA.

Default

If You or any member of Your Group do not repay borrowing with Us as agreed, and We make demand for repayment which is not met with satisfactory proposals, We may notify credit reference agencies who will record the debt. This information could affect credit decisions other organisations make about You and members of Your Group. If We intend to do this We will give You at least 28 days notice.

Status Enquiries

We may be asked to respond to a status enquiry about You or any member of Your Group. If so, We will seek Your or the relevant member of Your Group's written consent to respond. There may be a charge for this service.

Your Agreement

By continuing to maintain a relationship with Us, You agree for and on behalf of Yourself and other members of Your Group that We and other members of Our Group may use Your and other members of Your Group's information for the purposes explained in this notification and that We may contact You and other members of Your Group about products and services available from Our Group and from selected companies outside Our Group which we believe may interest or benefit You or any member of Your Group.

If You have any queries in relation to this notification, please contact Your Relationship Manager.