

Terms & Conditions and Guidance for Sending a CHAPS

Please read the Terms and Conditions carefully. These Terms and Conditions explain the Sender's rights and responsibilities and those of the Bank in respect of the use of the Bank's CHAPS Payment (GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man)

1. In these Terms and Conditions the following words and expressions shall have the following meanings: 'Bank' means The Royal Bank of Scotland International Ltd;
'Beneficiary' means the association, company, individual, partnership, society, trust, sole trader or any other legal entity to whom the Sender is sending the payment;
'Payment' means the payment to be made on behalf of the Sender under the Bank's CHAPS Payment service as indicated by the CHAPS Payment (GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man) request form; 'Sender' means the association, company, individual, partnership, society, trust, or sole trader or any other legal entity using the CHAPS Payment (GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man) service offered by the Bank to make a transfer;
2. The Bank's responsibility – Reasonable care will be exercised by the staff of the Bank in making the Payment. Should such care not be exercised, the Sender accepts that the Bank will only be responsible for loss of interest in respect of the Payment. The Sender agrees that they shall not be entitled to claim against the Bank for loss of contracts or profits, or any other consequential loss, whether of a financial nature or not, following a failure by the Bank to make the Payment, whether such failure results from the Bank not exercising reasonable care or from any other fact or matter.
3. The Sender is solely responsible for the accuracy of all the information detailed in the Payment instructions, including the Beneficiary's account number, sort code, full name and branch of the Beneficiary's bank.
 - If the value date stated has already passed when received by the Bank, or if it is a bank holiday, the Payment will be processed for next available value. The Bank is not able to guarantee the payment will reach the Beneficiary by a given time and will not be held liable for any delay in the payment reaching the Beneficiary.
4. The Bank does not accept liability for any delay in transit or for any failure in the Payment reaching the intended Beneficiary's account, unless such a delay or failure is caused directly by the negligence of the Bank. The liability of the Bank under this clause 5 shall be limited to that provided for in clause 2. Notwithstanding the foregoing, the Bank shall have no liability for, and may delay or refuse to process or proceed with processing any Payment, without giving notice or reason to the Sender or the Beneficiary, if,
 - (i) in its reasonable opinion, it is prudent to do so in the interests of crime prevention or following advice from any governmental or regulatory (in each case either domestic or international) authority, or
 - (ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's Payment processing systems.
5. Unless otherwise stated in section "Amount of payment", in the case of foreign exchange transaction, the rate of exchange applied to the Payment will be the Bank's prevailing rate at the time the Payment is made.
6. The Sender may provide a maximum of 125 characters including spaces, to describe the Payment (e.g. invoice no 12345). The Bank will not be liable for any loss resulting if the number of characters must be reduced to within the maximum number with the result that essential information is not included.
7. Unless indicated in section "Payment Charge(s)", charges to be paid by the Sender will be debited to the account from which the Payment is being made at the time the Payment is made.
8. Faxed Instructions – where you have a valid fax indemnity with the Bank you may send this Payment instruction by fax. Please do not send in the original, otherwise the Bank shall not be responsible for duplicate payments or any losses following therefrom. The Bank will not act on any faxed instruction where a valid fax indemnity is not held. The Sender acknowledges that the quality of faxes are not always clear and the Bank shall be entitled to use its reasonable judgement in the interpretation of such faxes and shall not be liable for any errors made as a result of unclear transmissions.
9. In order to make this payment through the banking payments system the Bank may transfer relevant personal information, including your address, to third parties. This may mean that such personal information will be transferred to countries which do not provide the same level of protection for your personal information as us. Information transferred to these third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

When to complete the CHAPS Payment (GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man) form

Use this form when you need to send domestic GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man. Used to transfer sterling to other bank accounts in the United Kingdom, Channel Islands, Gibraltar and Isle of Man.

You are able to send these transfers from currency accounts.

How to complete the CHAPS Payment (GBP payment within the UK, Channel Islands, Gibraltar and Isle of Man) form

Signal number (if used)

- If you have a signal number, please quote it in the space provided

Value Date

- Please input today's date if you want us to send the payment at the first available time after receiving your instruction
- If the payment needs to be sent on a certain date in the future (e.g. if you are debiting a fixed deposit on its maturity date) – you must ensure that there are sufficient funds in your account at that time to meet the request. If there are insufficient funds the Bank has the right to refuse the payment due to lack of funds

Section – Details of account to be debited

- Please complete this section with the details of the account from which you will be sending the payment
- You are able to provide a reference (max 15 characters) that will appear on your statement, which can make it easier to identify what the item is

Section – Amount of payment

- When completing the amount of the payment, you are only required to complete one of the amount boxes depending on the currencies involved. Please do not complete both
- If there is a foreign exchange requirement, this will be met at the Bank's prevailing rate at the time that the payment is processed
- An example of how to complete this section for a more complex payment is detailed below
- You must complete the 'Currency of account to be debited' box (some of our accounts are multi-currency, so please specify which currency line to take the payment from). Failure to do so will mean a delay in your payment being made

Example 1 – if wanting to send £5,000 from a Japanese Yen account, the form should be completed as follows:

Currency of account to be debited

JPY - JAPANESE YEN

EITHER amount of currency above to be debited

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Currency to be sent

GBP - GREAT BRITISH POUND

OR amount of currency above to be sent

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Example 2 – if the payment requires an amount of 2,000,000 Japanese Yen to be sent in Sterling the form should be completed as follows:

Currency of account to be debited

JPY - JAPANESE YEN

EITHER amount of currency above to be debited

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Currency to be sent

GBP - GREAT BRITISH POUND

OR amount of currency above to be sent

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Section – Beneficiary details

- In order to make the payment, we will need the Beneficiary Account Name, Account Number, Sort Code, Bank and Branch Name
- Please note you are able to provide a message to the beneficiary (e.g. Invoice 12345)

Section – Payment charges

- You have the option to choose whether the charge is debited to you as a separate item, or if it is to be deducted from the amount being sent – note if you do not complete this you will be debited the charge in addition to the amount of the payment
- Please note that you are able to have the charges debited to a separate account, but this must be in the same name as the account from which the payment is being sent
- If selecting the option to debit charges to another account, please ensure that you complete the currency of the account, as the Bank can convert the charge

Section – Authorisation

- You must sign the form in accordance with the signing instruction on your account (i.e. any one / two authorised signatories etc)