

# **Business Cash Card** **Pilot Terms & Business** **Cash Card Terms**



NatWest

TOMORROW BEGINS TODAY

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Thank you for agreeing to participate in the Business Cash Card pilot to enable withdrawal and deposit of cash using a cash card and PIN in Post Office, ATM and Cash and Deposit machines as described in clause 2 (the **Pilot**).

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# 1. Overview

- 1.1** In these Pilot Terms references to **we, us and our** means National Westminster Bank plc (the **Bank**) whereas **you and your** means the addressee stated above. You and the Bank are each a **party** and together the **parties**.
- 1.2** This letter sets out certain terms and conditions applicable to your participation in the Pilot (the **Pilot Terms**). These Pilot Terms supplement the Business Cash Card Terms and supplement the Business Account Terms in each case as issued to you by us and agreed to by you (as amended from time to time).
- 1.3** If there is any conflict or ambiguity between the documents that govern the Pilot Services (as defined below), the following order of priority shall apply whereby a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:
- (a) Pilot Terms;
  - (b) Business Cash Card Terms; and
  - (c) Business Account Terms.
- 1.4** Words and expressions defined in the Business Cash Card Terms have the same meaning in these Pilot Terms unless they otherwise defined in these Pilot Terms.

# 2. Business Cash Card Pilot

- 2.1** During the Pilot we shall provide you with access to an online portal which will allow your nominated Administrators to:
- (a) (i) manage, control and maintain the Cards issued by us to your nominated Cardholder;
  - (ii) monitor and view cash deposit and withdrawal transactions made using a Card, and
  - (iii) control cash withdrawal limits for each Cardholder; and
  - (b) have a holistic view of activity across Cardholders, in each case as described in any journey guides, manuals, technical specifications or similar documents (**User Guides**) which we make available (and update from time to time) (the **Pilot Services**).
- 2.2** During the Pilot the Bank allows individual Cardholders to register for the Portal. This will:
- (a) Allow Cardholders to activate their Cards;
  - (b) Report cards lost and stolen;
  - (c) View their PIN; and
  - (d) Order a replacement card if damaged.
- 2.3** Cardholders will be able to use their Card at:
- (a) The Post Office;
  - (b) ATM; and
  - (c) Cash deposit machines.

- 2.4** Any deposits or withdrawals made using a Card will be subject to:
- (a) Any limits which may apply to the Account from time to time;
  - (b) Any deposit and withdrawal limits set by the Post Office or cash availability in their branch;
  - (c) Any deposit limits set by the Cash deposit machine; and
  - (d) Any withdrawal limits set by the ATM.
- 2.5** Cardholders will not be able to use their Card at a NatWest Group Branch counter.
- 2.6** If you have an existing Open Credit instruction with the Bank, you can continue to use the NatWest Group Branch counter as you currently do.
- 2.7** The Pilot Services are offered in order to test them. You acknowledge and agree that, as the Pilot Services are in test form they may differ from any descriptions provided and may be subject to change.
- 2.8** You acknowledge that the Pilot Services may suffer changes, interruptions, delays or errors. We will not be liable for any loss that you suffer as a result of such changes, interruptions, delays or errors.

### **3. Duration of the Pilot**

- 3.1** We will make the Pilot Services available from the date of these Pilot Terms until (unless terminated earlier by you or us or extended by us, in accordance with these terms) 31/3/2024 (the **Pilot Period**). The Bank may extend the Pilot by providing written notice to you. If you do not wish to agree to the extension of the Pilot, you may terminate in accordance with Clause 5 below.
- 3.2** Unless terminated earlier in accordance with Clause 5 below, you and us agree:
- (a) the Pilot Services will be made available until the end of the Pilot Period; and
  - (b) the Business Cash Card Service Terms will automatically continue in full force and effect after the Pilot Period without any further acceptance necessary, and the Services will be made available by us to you in accordance with those terms.
- 3.3** The Bank will only make the Pilot Services available during the Pilot Period. The Bank is not obliged to continue providing all or part of the Pilot Services once the Pilot Period ends. The Bank makes no guarantee to the Customer that any or all of the Pilot Services will be made available to the Customer, or made available to the Customer on the same terms and conditions after the expiry of the Pilot Period.
- 3.4** The Bank is not responsible to the Customer for any failure to provide the Pilot Services due to scheduled or required downtime, or for any reason that is beyond the Bank's reasonable control. Examples of this include (but are not limited to) any technical failure of the Portal, any unavailability of any other bank or third party's ATM or cash deposit machine or technical issues at the Post Office.

## 4. Fees

- 4.1** You will be charged for each transaction using a Card in accordance with your tariff (as set out in your Business Account Terms). The Bank will not charge you any additional fees for using the Business Cash Card Service.
- 4.2** However, you may be charged additional fees by a third party (for example, an ATM or cash deposit machine transaction fee for using a Card to withdraw or deposit cash). Please see our User Guides for further information.

## 5. Suspension and Termination

- 5.1** We may suspend the Pilot Services for any period of time and with immediate effect by giving written notice to you:
- (a) in order to perform maintenance on the Pilot Services; or
  - (b) as we consider necessary in light of our business requirements.
- 5.2** We may terminate the Pilot Services at any time by giving at least 7 (seven) days' written notice to you.
- 5.3** You may terminate the Pilot Services at any time during the Pilot Period by giving at least 2 (two) days' written notice to us at **businesscashcard@natwest.com**
- 5.4** If the Pilot Services are terminated by you or us in accordance with clause 5.2 or clause 5.3:
- (a) such termination notice shall confirm (in each instance the notice must be given in writing which may be via email):
    - (i) the date on which the Business Cash Card will no longer be available for you to withdraw or deposit cash using this service;
    - (ii) that you and your business should make alternative arrangements to either withdraw cash or make deposits to or from your Account; and
    - (iii) on behalf of us, the date on which your agreement with us for the use of any Cards and the Pilot Services will be terminated;
  - (b) these Pilot Terms shall automatically and immediately come to an end on the effective date of termination of the Pilot unless extended in writing by the Bank; and
  - (c) Notwithstanding any termination rights set out in the Business Cash Card Terms, the Business Cash Card Terms shall automatically and immediately come to an end on the same date of termination of the Pilot Terms.
- 5.5** You shall provide written confirmation of your compliance with the notification obligation in clause 5.4(a) promptly on request from us.

## **6. Confidentiality**

- 6.1** Any information that we disclose to you in relation to the Pilot must be treated as confidential information and be kept confidential in accordance with our privacy policy.
- 6.2** For full details about how we use the personal and financial information of our customers, please see our full Privacy Notice at website [www.natwest.com/privacy](http://www.natwest.com/privacy)

## **7. Pilot Feedback**

- 7.1** We will share your contact details (email address and name) with a third party research agent Human8, who will conduct online customer feedback surveys. Human8 will only use these details for the purpose of sharing the online survey with you.
- 7.2** Human8 will compensate you for providing feedback, up to the value of £50.
- 7.3** You shall respond to any of our reasonable requests for feedback in respect of the Pilot.
- 7.4** You shall, promptly following a request from us, contact each Cardholder and Administrator to ask:
- (a) for feedback for us in respect of the Pilot Services; and
  - (b) if the Cardholder and Administrator would be willing to participate in case studies or public relations opportunities organised by us to promote the Pilot Services.
- 7.5** You shall ensure that each Cardholder and Administrator is informed that they have the option to decline to provide feedback or participate in the promotional activities outlined in clause 7.4.

## **8. Governing Law and Jurisdiction**

- 8.1** English law applies to these Pilot Terms and the courts of England and Wales have exclusive jurisdiction to settle any claim arising out of or relating to these Pilot Terms, their subject matter or formation (including non-contractual disputes or claims).



These Terms and Conditions (“Terms”) apply to the Business Cash Card product (“Business Cash Card”) provided by National Westminster Bank Plc. These Terms form part of the “Business Cash Card Agreement” made between you and us. The following documents form part of your Business Cash Card Agreement with us:

- these Terms;
- the User Guide;
- your signed Application Form which incorporates these Terms.

These Terms are supplemental to the Account Agreement provided by us to you, and should be read together with the Account Agreement, and the other documents listed above. In the event of any inconsistency or conflict between the documents listed above, these Terms take precedence.

The Portal refers to the online platform through which the service is accessed. The Business Cash Card is only available to customers who hold a Business Current Account with us.

Some of the provisions in these Terms apply only if you are a “Protected Customer”. A Protected Customer for these purposes is a consumer, a “Microenterprise” or a charity whose annual income is less than £1million. A “Microenterprise” means, at the time at which the Account Agreement is entered into, a business or group of businesses of which it forms part, and which employs fewer than 10 persons and whose annual turnover and/or balance sheet total does not exceed €2million (or sterling equivalent).

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# 1. Definitions

words and expressions defined in the Account Agreement have the same meaning in this Agreement unless they have the meaning set out at the end of these Terms.

## 2. Business Cash Card Service

### 2.1 What happens when you apply for the Business Cash Card Service?

- a) When we accept your completed Application Form and you enter into the Business Cash Card Agreement with us, we'll:
  - i. invite you to join the Portal; and
  - ii. subject to Clause 2.1(c), issue Cards to the person(s) named in the Application Form; and
  - iii. make available on the Portal PIN(s) under each Card for those Cardholders.
- b) You can ask us to issue a Card and PIN to other people via the Portal as explained in Clause 3 below.
- c) There may be certain reasons why we decide not to issue a Card and, if we do this, we'll explain the reason for this decision to you if possible.

### 2.2 Authorising Cardholders

- a) Where we do issue a Card to a Cardholder at your request, you are confirming that such Cardholder is authorised to make Transactions on your behalf which you are liable for.
- b) A Card can only be used by the named Cardholder. You will be liable for the actions of Cardholders subject to the terms of the Business Cash Card Agreement.
- c) You need to tell us immediately if your details or a Cardholder's details change or you can make the relevant update within the Portal.

Where a Cardholder is no longer permitted to use a Card, you must destroy the Card in a secure manner and update the card status within the Portal.

### 2.3 Ways we can take instructions

- a) You can give us instructions through the Portal.
- b) If you are unable to give us instructions through the Portal, you can give us instructions in a number of different ways including in writing, by ATM, by telephone, online, by visiting any of our branches or by any other means we tell you are available in the Account Agreement.
- c) Cardholders, ask us to amend a Cardholder Withdrawal Limit, gain access to or make changes to an Account, appoint or remove Cardholders or Administrators or ask us to issue Cards.

### 2.4 Additional features and benefits

Unless we tell you otherwise, additional features or benefits which we make available to you or any Cardholder do not form part of the Business Cash Card Agreement and we can withdraw them at any time. If the change will be disadvantageous to you, we will provide reasonable notice to you before the change takes effect.

## 3. Portal

### 3.1. General

- a) The Portal enables you to manage digitally the list of Cardholders and each Cardholder Withdrawal Limit and to see other information relating to the Business Cash Card Service.
- b) As set out in the User Guide, we will issue to each Portal User an email with instructions of how to access the Portal and to create an individual password.
- c) Each Cardholder will be able to view their PIN once they have access to the Portal.

### 3.2 Administrators

- a) We recommend you appoint two or more administrators (each, an “**Administrator**”) to manage the Portal but a minimum of one Administrator is always required.
- b) You shall ensure, and shall procure that each Administrator ensures, all details used to access, and found within, the Portal (including, without limitation, any contact details) are up to date and accurate at all times.
- c) You give each Administrator full power to administer and operate the Portal for you and to be responsible for:
  - i. appointing other Administrators;
  - ii. adding and removing Cardholders;
  - iii. locking and unlocking Cards;
  - iv. amending the Cardholder Withdrawal Limit of any Cards;
  - v. updating the details of Cardholders;
  - vi. requesting replacement Cards;
  - vii. updating account hierarchy information.

### 3.3 Use of Portal and security

- a) We may suspend or withdraw all or any part of the Portal to carry out maintenance work. We will send you written notice of any such maintenance work as soon as reasonably practicable.
- b) We may suspend your use of the Portal for security reasons, or where the Bank suspects unauthorised or fraudulent use of the Portal. Unless there is a security or other legal reason not to, the Bank will notify you either before it takes any action, or immediately after, and give the reasons for doing so.
- c) We do not guarantee the availability of the Portal and accept no liability arising from nonavailability. Where possible, the Bank will notify you in advance of any suspension or withdrawal of the Portal.
- d) We may suspend or cancel a Portal User’s use of the Portal. Unless there is a legal or security reason not to, we will inform you in advance and give our reasons for doing so. In other cases, we will notify you immediately after.
- e) You will, and will ensure each Portal User will:
  - i. control and monitor the use of the Portal to prevent unauthorised or erroneous instructions and to minimise the risk of fraud;
  - ii. comply with the rules, procedures and security measures as required by the Bank on the Portal and the User Guide;

- iii. prevent the Security Details from becoming known to or accessible by any unauthorised person noting that the Bank will never ask for your password or log in details or PIN (or any part of them) over the phone or by any other means;
  - iv. keep safe the Security Details and keep confidential the operation and details of the Portal, even after termination of this Agreement;
  - v. use a separate email address for each individual Portal User;
  - vi. use systems suitable for the Portal as specified in the User Guide or by the Bank from time to time; and
  - vii. maintain your own up-to-date hardware and software and take appropriate measures to prevent contamination by viruses or similar threats in accordance with good practice.
- f) Only an authorised Portal User may use the Portal. Only an authorised Portal User may use the Security Details registered to it and may not transfer them to any other person (including any other registered Portal User). An authorised Portal User must not allow anyone else to use its Security Details.
- g) Reduced security risks for the Portal are achieved through the use of various security measures. The Bank will use all reasonable endeavours to keep the Portal secure.
- h) The Bank will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- i) You will tell the Bank immediately if you know or suspect or believe that:
- i. Security Details are lost, misused or stolen;
  - ii. any Security Details may be known to a person other than an Administrator or relevant other Portal User;
  - iii. there has been any unauthorised use of the Portal;
  - iv. the Portal security measures may no longer be adequate;
  - v. there has been a failure or delay in the Bank receiving any instruction or know or suspect programming or transmission error, defect or corruption in any instruction. You will assist the Bank to remedy the problem;
  - vi. that any information on the Portal is incorrect.
- j) If you tell the Bank that there has been a breach of security, the Bank will promptly cancel the Security Details as necessary.
- k) If information accessed or received through the Portal is not intended for you or a Portal User, you will:
- i. immediately notify the Bank;
  - ii. not access the information further and immediately delete it; and
  - iii. keep the information confidential.
- l) Some third-party providers might ask you for your log in details and password to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on the Portal.

## 4. Using Cards

### 4.1 How Cardholders can authorise Transactions

- a) A Transaction is authorised where a Cardholder uses a Card and PIN to make a Cash Withdrawal or a Cash Deposit in accordance with the Business Cash Card Agreement.
- b) Authorisation covers a single Transaction.
- c) You agree to meet all charges, fees and interest, incurred on the Account (unless you're lawfully due a refund). This includes where any Cardholder has continued to use a Card after it has been suspended or cancelled, the Business Cash Card Agreement has ended or where the use of a Card causes you to breach the Business Cash Card Agreement.
- d) We don't guarantee that the Cards will be accepted on all occasions.
- e) We're not responsible if any branch machine, Post Office® machine, CDM or ATM fails to let a Cardholder deposit or withdraw cash or where we can't provide any part of our service for a reason beyond our control.

### 4.2 Timescales for processing Transactions

We will process Transactions on the timescales set out in the Account Agreement.

### 4.3 Limits

- a) You must ensure that each Cardholder does not exceed any applicable Limit.
- b) You must also ensure that any Transaction made by a Cardholder does not exceed any applicable Limit.
- c) You or an Administrator can change a Cardholder Withdrawal Limit or Branch Withdrawal Limit at any time through the Portal or, if you are unable to make the change through the Portal, you or an Administrator can ask us through the Portal for help.
- d) If we authorise a Transaction that results in a Cardholder exceeding a Limit, this does not mean that we've agreed to an increase in that Limit.
- e) Any Transaction made by a Cardholder using their Card and PIN will immediately reduce the total amount that Cardholder can withdraw or deposit under any applicable Limit.

### 4.4 When we can refuse a Transaction

- a) We might refuse a Transaction if:
  - i. any of the reasons in clause 5.3(a) occur;
  - ii. it causes you to exceed any applicable Limit (taking account of any amounts yet to be applied);
  - iii. we've experienced systems or software failures or errors or payment processors or payment schemes refuse a Transaction or experience failures or errors;
  - iv. we suspect the Card has been lost, stolen or misused or we think the Transaction is potentially suspicious or illegal.
- b) If we refuse a Transaction, where possible we'll give you the reason for the refusal and you may be able to correct any information which led to it. We may also tell you orally or in writing on the Portal.

## **5. Keeping your cards safe and limiting the use of your cards**

### **5.1 What you need to do to keep your Cards safe**

- a) You and any Cardholder (as appropriate and where relevant) must:
  - i. sign the Card when it's received;
  - ii. memorise the PIN;
  - iii. keep passwords and PINs safe and take all reasonable precautions to prevent them becoming known to an unauthorised person and prevent their unauthorised use;
  - iv. not disclose Card Details to any person except for the purpose of a Transaction, when contacting us to discuss an Account, or to someone who is authorised by you;
  - v. be aware that if you or a Cardholder give your password and log in details to a third party provider, we're not responsible for what they do with your details or account information;
  - vi. only use a Card for business purposes;
  - vii. maintain an internal policy or other guidance requiring Cardholders to use a Card for business purposes only;
  - viii. keep Cards secure;
  - ix. tell us if a Cardholder is no longer authorised by you; and
  - x. regularly monitor and review the use of all Cards, notify us as soon as reasonably practicable or update the card status on the Portal, if any Cards are no longer required and destroy such Cards in a secure manner; and
  - xi. you must also destroy in a secure manner all Cards issued to a Cardholder if they're no longer authorised by you.
- b) You and any Cardholder (as appropriate and where relevant) must not:
  - i. use Cards after they have expired or been closed or cancelled;
  - ii. use a Card before the Cardholder is authorised; or
  - iii. use a Card for illegal purposes.
- c) We'll never ask you or a Cardholder to disclose full and/or complete Security Details to us or to any other person or organisation. Even if the person requesting your details is using our name and logo and appears to be genuine, those details must not be shared with them.

### **5.2 What you need to do if you think an unauthorised person knows your security details or a Card has been lost or stolen**

Please tell us without undue delay (and within a maximum of 13 months of you becoming aware) by an Administrator making a report on the Portal if:

- i. any Card is lost, stolen or misused or if a PIN or password become known to any unauthorised person;
- ii. you suspect that an unauthorised or incorrect Transaction has been made with a Card.

## 5.3 Limiting the use of a Card or our services

- a) We may suspend, restrict or stop access to a Card or to certain services, reduce any Limit or terminate your Business Cash Card Agreement with us if:
  - i. we reasonably believe that an Account or a Card hasn't been kept safe;
  - ii. we reasonably suspect an Account or Cards have been used fraudulently or without your permission;
  - iii. as a result of a change in the way you operate an Account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments under the Business Cash Card Agreement; or
  - iv. you breach any term of the Business Cash Card Agreement.
- b) We may also restrict the amount that a Cardholder can deposit or withdraw during a particular day or other period of time.
- c) We'll tell you before we take any of these steps and we'll explain why we've done so unless we're unable to contact you or there's a legal reason or other circumstance beyond our control that stops us from doing so. If we can't get hold of you beforehand, we'll (where possible) tell you and explain our reasons afterwards.
- d) If any of the circumstances listed in Clause 5.3(a)(i) cease to exist then we will reinstate your access to your Cards, certain services or your Limits.
- e) If we suspect or become aware that an Account may be subject to fraud or security threats, we will contact you via the most recent contact details we hold on record for you.

## 6. Communications

### 6.1 How we'll contact you

- a) We will contact you and provide notices and information to you (including notices of changes to these Terms) by:
  - post;
  - phone;
  - email to the email address you gave us;
  - the Portal; or
  - text message to the mobile phone number you gave us.
- b) Any documentation we send you by email or secure message may be sent as an electronic attachment (for example, as a PDF or other similar electronic attachment). You should ensure that your electronic device(s) are set up to receive our communications (for example, they have the correct hardware, software, operating system and browser).
- c) If any of your contact details change, you must tell us promptly to ensure you receive all communications. If you don't tell us we'll continue to use your old contact details.
- d) All communications between us will be in English.



- e) We will never:
- Phone you to ask for your PIN or your online Portal password, even by tapping them into the telephone keypad.
  - Ask you to withdraw money to hand over to us for safe keeping.
  - Ask you to transfer money to a new account for fraud reasons, even if we say it is in your name.
  - Send someone to your premises to collect your cash, PIN or Card if you are a victim of fraud.

## 6.2 How you can contact us

Webchat: [natwest.com/business/cashcard](https://natwest.com/business/cashcard) (Mon to Fri: 9.00am to 5.00pm)

Email: [businesscashcard@natwest.com](mailto:businesscashcard@natwest.com)

Or Write to: NatWest Business Cash Card, Specialist Products Team,  
1 Spinningfields Square, Manchester M3 3AP.

## 7. Charges

- a) We will not charge you any setup fees or charges for the Business Cash Card Service.
- b) You must however continue to pay the transactional charges set out in your tariff, together with any tax, duty or other charge required to be paid to any authority, which will be applied to an Account. However, you may be charged additional fees by a third party (for example, a cash machine fee).
- c) You must also pay any reasonable costs we incur in enforcing payment, after as well as before any court order, including the cost of finding you if you change your address but don't tell us.

## 8. What happens when something goes wrong?

### 8.1 What to do if an unauthorised Transaction takes place

If you, an Administrator or a Cardholder suspect that an unauthorised Transaction has been made with a Card, please contact us without undue delay (and within a maximum of 13 months after the date the Transaction is debited to or credited from an Account) by making a report on the Portal.

### 8.2 What we'll do if you notify us of an unauthorised Transaction

- a) If you have notified us of an unauthorised Transaction made with a Card, you may be entitled to a refund and this will depend on a number of factors which are explained in more detail in the Account Agreement. If you are entitled to a refund we'll refund such unauthorised Transaction in accordance with the Account Agreement.
- b) Unless you're a Protected Customer, if you've any claim against an Administrator or against a Cardholder arising from their use of a Card or the Portal then you agree that you will pursue this without recourse to us. You agree to fully indemnify us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of the Business Cash Card Agreement by an Administrator or a Cardholder, even where such breach is a result of, or been made possible by, us breaching the Business Cash Card Agreement.

- c) You and/or Administrators/Cardholders agree that you will help us, or any person acting on our behalf, investigate any unauthorised Transactions.
- d) Once you've told us a Card has been lost, stolen or misused by someone else, we'll cancel it and you won't be responsible for any further Transactions made with it. If you find the Card, you mustn't use it. To help prevent fraud, destroy it in a secure manner.

### **8.3 Loss not caused by an incorrect Transaction, late Transaction, unauthorised Transaction or Transaction processed without you agreeing the amount**

We won't be liable to refund you for any losses caused by circumstances beyond our control (i.e., the situation was abnormal or unforeseeable), for example, due to extreme weather, terrorist activity or industrial action.

## **9. Intellectual Property**

- a) The Business Cash Card Service, the Portal and its original content (excluding content provided by users), features and functionality are and will remain the exclusive property of us or our suppliers and are protected by copyright and other intellectual property rights.
- b) We grant you a non-transferable, non-exclusive licence to use the Portal for the purpose of using the Business Cash Card Service only provided you agree to the following:
  - i. you will use the Portal solely for the purposes of accessing the Business Cash Card Service;
  - ii. the right to use the Portal is given only to you and you must not give any rights of use or any other rights in respect of the Portal to any other person or organisation;
  - iii. you must not copy, reproduce, alter, modify, duplicate, adapt, analyse, create derivative works from, frame, mirror, republish, download, display, transmit, reverse compile, disassemble, reverse engineer all or any portion of the Portal;
  - iv. you must not analyse or reverse engineer the Portal or any part of it;
  - v. you must not access, store, distribute or transmit any material using the Portal that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or in a manner that is otherwise illegal or causes damage or injury to any person or property;
  - vi. you must not remove or tamper with any copyright notice attached to or contained within the Portal and you agree that all ownership of the Portal, including all relevant intellectual property rights, remains with us and/or our suppliers; and
  - vii. if this Business Cash Card Agreement is terminated all rights given to you in respect of the Portal will end immediately.
- c) If any third party claims that the Portal infringes their intellectual property rights, we will be solely responsible for dealing with the claim.

## 10. Things we're not responsible for

**10.1** Our liability to you under the Agreement is as set out in this Clause 10 and shall be in addition to the liability provisions in the Account Agreement.

**10.2** We are not liable for any loss arising:

- a) From your or a Portal User's access to or use of or inability to access or use the Business Cash Card Service;
- b) Unless you're a Protected Customer, where we do not act on a payment instruction for any reason set out in the Business Cash Card Agreement;
- c) from abnormal or unforeseen circumstances which were out with our control and which we couldn't have avoided despite all efforts to do so;
- d) from our compliance with legal or regulatory requirements;
- e) from loss or corruption of data unless this was caused by our negligence or willful default;
- f) because the details in a payment instruction or request for authorisation were incorrect;
- g) any conduct or content of any third party on the Business Cash Card Service;
- h) any content obtained from the Business Cash Card Service; and/or
- i) from any indirect or consequential loss (including without limitation for business interruption, loss of revenue, goodwill, loss of opportunity and/or anticipated savings).

**10.3** We do not guarantee that the software used in the provision of the Business Cash Card Service or Portal is error free and are not liable for any disruptions to the Portal.

**10.4** Nothing in these Terms shall limit either party's liability in respect of any claims:

- a) for death or personal injury caused by the negligence of such party or that of its employees or agents; and
- b) for which liability may not otherwise lawfully be limited or excluded.

## 11. Changes to the Terms

**11.1** We reserve the right at all times to supplement, to delete from or otherwise vary any or all the terms of the Business Cash Card Agreement. We will notify you of the change in accordance with the timescales set out in the Account Agreement.

**11.2** If you are unhappy with any changes made to the Business Cash Card Agreement, you may give notice to us to terminate at any time prior to those changes coming into effect.

**11.3** You will be able to request a revised Business Cash Card Agreement from us.

## **12. Ending your agreement with us**

### **12.1 How to terminate the Business Cash Card Agreement**

- a) The Business Cash Card Agreement will start when we accept your Application Form and will continue indefinitely unless it's terminated by either of us in accordance with Clauses 11.2 and 12.2.
- b) If you are a Protected Customer, subject to Clause 11, you can terminate the Business Cash Card Agreement at any time by giving us at least 14 days' written notice.
- c) If you are not a Protected Customer, subject to Clause 11, you will need to give us at least one month's written notice that you want to do this.

### **12.2 When we can terminate the Business Cash Card Agreement**

- a) We can terminate the Business Cash Card Agreement for any reason, including for convenience or legal or regulatory reasons, by giving you two months' written notice. We may also terminate the Business Cash Card Agreement on a shorter notice period where, in our determination or in the determination of any of our regulators, we are required to do so to comply with the relevant law or regulation.
- b) We can also terminate the Business Cash Card Agreement immediately if you or we close your Account in accordance with the Account Agreement. This is because you must have an active Account with us to have access to the Business Cash Card Service.

### **12.3 What happens when the Business Cash Card Agreement is terminated**

- a) All Cards will be closed, cancelled and/or withdrawn.
- b) You agree to destroy securely all issued Cards.
- c) You're responsible for all Transactions which took place before termination and also for any which were applied afterwards due to being in flight at the time of termination.
- d) Termination won't affect any terms that apply to the rights or liabilities of either party until the date of termination.

## **13. General**

**13.1** We may allow any person to take over any of our rights and duties under the Business Cash Card Agreement. If we do this we'll give you two months' notice and send you the transferee's contact details for communications to replace our details in Clause 6.

**13.2** If we do this, you agree that we may give to anyone any information about you or the Business Cash Card Agreement in connection with any proposed transfer and any transferee can rely on the truth and accuracy of any information provided by you.

**13.3** References to us in the Business Cash Card Agreement include our successors.

**13.4** You may not transfer or assign any of your rights, duties or obligations under this Business Cash Card Agreement.

**13.5** If any of the terms of the Business Cash Card Agreement are found to be unlawful or unenforceable, we may sever them from the rest of the Business Cash Card Agreement and the remainder of the Business Cash Card Agreement will still continue in force between us.

**13.6** If we waive any of our rights, it doesn't mean that we'll waive those rights again in future.

## **14. Governing law and jurisdiction**

**14.1** If the address provided in the Application Form is in Scotland, Scots law applies to the Business Cash Card Agreement and we both agree to use the non-exclusive jurisdiction of the Scottish courts to settle any dispute between us. If the address provided was elsewhere, English law applies and we both agree to use the non-exclusive jurisdiction of the English courts to settle any dispute between us.

**14.2** We have a complaints handling procedure you can use to resolve any issues. You can find details of this in your Account Agreement.

## **15. Confidentiality and data protection**

**15.1** We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest Group companies and third parties.

**15.2** For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our "**Privacy Notice**") provided on our website [www.natwest.com/privacy](http://www.natwest.com/privacy)

**15.3** We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

**15.4** Each party shall comply with its obligations under the Data Protection Act 2018 ("DPA") and the General Data Protection Regulations 2018 (the "GDPR") and any other applicable Privacy Laws.

**15.5** You acknowledge that we will act as data controller with respect to the personal data provided to us by you in the applicable Application Forms. Words and phrases defined in the GDPR and used in this Clause shall have the same meanings in this Clause.

**15.6** Your information may be shared with and used by other NatWest Group companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.

- 15.7** We will not share your information with anyone outside NatWest Group except:
- i. where we have your permission;
  - ii. where required for your product or service;
  - iii. where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - iv. with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - v. with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and subcontractors acting on our behalf, such as the companies which print our account statements;
  - vi. with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - vii. with debt collection agencies;
  - viii. with credit reference and fraud prevention agencies;
  - ix. with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - x. where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
  - xi. in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - xii. where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.

**15.8** If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you're allowing that third party to access information relating to your account. We're not responsible for any such third party's use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.

**15.9** In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.

**15.10** NatWest will not share your information with third parties for their own marketing purposes without your permission.

**15.11** We may transfer your information to organisations in other countries (including to other NatWest Group companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

# Definitions

**Account** – a business current account held with us and referenced in the Application Form.

**Account Agreement** – the terms and conditions which apply to an Account.

**Administrator** – the person(s) nominated by you from time to time to have the rights, and perform the functions, set out in clause 3.2(c).

**Application Form** – the form/forms which is/are completed and sent by you to us in relation to your application for the Business Cash Card Service.

**Branch** – Sometimes referred to as a Business Store, Site, Premise or Location. You can assign cardholders into branches and set a Branch Withdrawal Limit.

**Branch Withdrawal Limit** – the maximum amount which a Branch is allowed to withdraw using any of the Cards linked to that Branch as agreed between you and us from time to time via the Portal.

**Business Cash Card Agreement** – the agreement between you and us for access to the Business Cash Card Service which includes the Application Form and these Terms, as amended and replaced from time to time.

**Business Cash Card Service** – a cash card provided to agents or non-signatories of a business to allow withdrawal and deposit transactions at our branches, Post Office and ATM/CDM channels.

**Business Day** – a day on which the banks in the United Kingdom are generally open for business other than weekends and local Bank Holidays.

**Card** – The chip and PIN card issued under the Business Cash Card Service which can be used to make Transactions on your Account.

**Card Details** – the numbers or details unique to a particular Card that enable a Cardholder to make a Transaction.

**Cardholder** – your officer or employee or other person authorised by you to use a Card to make Transactions which are debited from or credit to an Account.

**Cardholder Withdrawal Limit** – the maximum amount which a Cardholder is allowed to withdraw, subject to the overall Customer Withdrawal Limit, using their Card as agreed between you and us from time to time via the Portal.

**Cash Deposit** – the use of a Card to deposit cash to a cash deposit machine (CDM) or over a branch counter or Post Office counter.

**Cheque Deposit** – the use of a Card to deposit a cheque to a cash deposit machine (CDM), ATM or over a branch counter or Post Office counter.

**Cash Withdrawal** – the use of a Card to withdraw cash from ATMs (Automated Teller Machines) or over a branch counter or Post Office counter.

**Customer Withdrawal Limit** – the maximum amount which you are allowed to withdraw using any of the Cards as agreed between you and us from time to time via the Portal.

**Limit(s)** – any of Cardholder Withdrawal Limit, Branch Withdrawal Limit, Customer Limit or any other limit which may apply to an Account from time to time.

**PIN(s)** – the personal identification number used by a Cardholder to authorise a Transaction.

**Portal** – our online platform for the Business Cash Card Service, which will be used by Administrators to manage the Business Cash Card Service (e.g. request cards for new Cardholders, increase Cardholder Withdrawal Limits) Cardholders will use the Portal to activate their card and View PIN.

**Portal User** – means you, any Administrator or any Cardholder that is registered to use the Portal.

**Security Details** – means:

- the email address provided for a Portal User either on the Application Form or via the Portal; and
- the password that will be created by you or a Portal User in relation to accessing the Portal.

**Transactions** – Cash Withdrawals and Cash Deposits.

**User Guide** – the guides that will be available for both Administrators and Cardholders, which will provide support when using the Portal.

**We, us or our** – National Westminster Bank Plc.

**You or your** – any customer who enters into a Business Cash Card Agreement with us.



