



Mettle Business Account Terms

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1 Introduction

1.1 Your agreement with us

These Terms form part of the agreement between you and us.
In these Terms:

“**BACS**” means a service enabling organisations to make payments to an account which takes 3 business days for the funds to be cleared.

“**business day**” means any day Monday to Friday, excluding English bank holidays.

“**Faster Payment**” means a service allowing you to make and receive electronic payments in the UK which is received by the recipient bank normally within 2 hours provided that the receiving organisation or bank is part of Faster Payments Scheme.

“**Mettle app**” means a mobile application and/or online portal that allows you to have access to your Account.

“**Primary Owner**” means the owner listed in the application for your Mettle account.

“**We**” means National Westminster Bank plc trading as Mettle. We are a member of NatWest Group plc. We may also be referred to as “**Mettle**”, “**NatWest**”, “**us**” or “**our**”.

“**You**” are the organisation or person(s) named as the account holder. You may also be referred to as “**account holder**” or “**your**”.

The following also form part of our agreement:

- any mandate for your account;
- the charges tariff that applies to your account;
- the interest rate that applies to your account; and
- any other document we give you and tell you are additional terms and conditions.

Please ask if you need up-to-date copies of these Terms. You can also find them at <https://www.mettle.co.uk/docs/mettle-natwest-app-terms-and-conditions/3.0.pdf>
Our right to change the terms and conditions (see Section 14) applies to any of this information.

1.2 What your account is for

Your account must be used for business purposes only. Your account must not be used for an illegal purpose, which includes tax evasion, or for the deliberate exploitation of weaknesses in the tax laws that apply to you.

We do not provide tax advice and we are not liable for your taxes. Any statements we make concerning tax should be checked with your own tax adviser and not relied upon.

1.3 The law that applies to your account

If your registered business address is in Scotland, Scots law applies and the Scottish courts have exclusive jurisdiction over any disputes between us. If your registered business address is elsewhere, English law applies to your account and the English courts have exclusive jurisdiction over any disputes between us.

1.4 Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) can pay compensation to customers if they're eligible and a bank is unable to pay a claim against it, usually if the bank stops trading or is insolvent. Compensation limits apply depending on the type of claim. National Westminster Bank plc is a member of the FSCS and the Mettle account subject to these terms and conditions, which is provided by National Westminster Bank plc trading as Mettle, is covered by the FSCS. For further information about the compensation provided by FSCS, please visit [fscs.org.uk](https://www.fscs.org.uk).

2 Operating your account

2.1 Who can operate the account

Your account is intended to be operated by you mainly using our Mettle app. You may also be able to manage some aspects of your account using other channels, such as internet banking.

Only the Primary Owner may download the Mettle app onto a device operated solely by him/her. That person is then authorised to give us instructions and to operate your account, including setting up credentials to manage the account using other channels. So, when we are referring to "you" doing something, we mean that person too.

2.2. Business Days

When something is due to happen on your account on a non-working day, it will instead happen on the next business day. But if money is being transferred using Faster Payments, all days are business days.

2.3 Account Fees

Your Account is currently not subject to any fees. Fees may apply in the future subject to prior written notice from us to you. You will not have to pay any fees if you notify us in writing (by email) that you choose not to use the service before the date on which the fees come into effect.

2.4 Availability of Service

There may be times when the Mettle app or any part of it is unavailable for you to use due to maintenance, repairs or upgrades to our systems or the systems of any party we use to

provide mobile banking. We won't be liable to refund you for any losses caused by non-availability, but will notify you where possible in advance of any maintenance work. Please contact us if you're unable to use the Mettle app and we'll do our best to help.

3. Getting in touch with each other

3.1. How to contact us

You can contact us in any one of these ways:

- message us through the Mettle app.
- email us on support@mettle.co.uk.
- phone customer services on 0800 069 8380.

3.2 What to do if you think someone who's not authorised is trying to use your account

If you're worried someone else knows your security information or that money's been taken from your account without your permission, you should tell us by phoning us. You can inform us on 0800 069 8380 phone lines are open 8am - 8pm Monday - Friday and 9am - 5pm Weekends and Bank Holidays, or you can report via the Mettle app chat function at any time.

3.3 How you can make a complaint

If you're not happy with something, please let us know. You can do this by contacting us using one of the methods detailed above. We take every complaint seriously and try to put things right as quickly as possible. We'll always try to resolve your complaint straight away but sometimes we need a bit longer.

3.4 What to do if you're still not happy

If you're unhappy with our response and want to take your complaint further, you may be able to ask the Financial Ombudsman Service to look at it. This is a free, independent service available to:

- a microenterprise, which is a business (or a group of businesses of which it forms part) whose annual turnover and/or balance sheet total does not exceed €2 million (or the equivalent in Sterling) and employs fewer than 10 people; and
- a charity whose annual income is less than £1 million.

You can find out more at [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service can be contacted at: Exchange Tower, London, E14 9SR on 0800 023 4567, (text relay (18002) 020 7964 1000) or you can visit their website [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

3.5 How we'll contact you

We'll contact you in one of these ways:

- by writing to you (by email, letter or text).
- by sending you a secure message, notice or push notification through the Mettle app.

And at any other time, we may also contact you by phone, by displaying the information in the Mettle app or on our website or in any other way that's appropriate.

3.6 Keeping us up to date with your contact details

If you change any of your name or contact details, such as your postal address, phone number or email address, please let us know straight away. If you don't, you might not receive important information about your account. You also risk confidential information being sent to your old address, where it might end up falling into the wrong hands.

4 Paying money into your account

4.1 Money can be paid into your account by electronic transfer.

4.2 If we receive an electronic transfer by 6pm on a business day, the money will be available for you to use and will start earning credit interest (if payable) on the same day. For transfers after 6pm it will be the next business day.

4.3 Cash can be paid in through the Post Office using a barcode generated from your Mettle app.

4.4 Cash deposited through the Post Office will be credited to your account and available to use, subject to our checks normally within two business days.

4.5 We limit the amount of cash you can pay into your account. Further details on limits can be found in our website FAQs.

4.6 We won't be responsible for any losses caused if we delay or refuse to process a cash payment into your account:

- as a result of checks carried out as part of the proper operation of our payment processing systems; or
- where we believe it's reasonable to do so in order to prevent a crime or comply with laws or regulations. We won't be responsible for any indirect loss.

5 Payment of interest

We won't pay interest on your Mettle account balance, but we will pay credit interest on any money transferred to Interest-bearing Pots, which are set out in more detail in the 'Additional Services' section below.

6 Taking money out of your account

6.1 How to take money out

You can take money out of your account:

- in cash using your card;
- by electronic transfer, using payment systems such as faster payments and BACs; and
- by using a card or some other payments device or software that has been securely set up on a device (such as a phone).

You can make a one-off payment, request a payment for a day in the future or set-up a recurring payment (except when you are withdrawing cash using your card). Standing orders are regular payments you ask us to make. You can also make regular internal transfers to another account held with us.

6.2 When you can take money out of your account

You can make payments or withdrawals if the available balance (taking into account credits and debits waiting to be processed) is sufficient.

Unless we have stated otherwise, we'll decide if your balance is sufficient to cover the payment at 2.30pm on each business day.

You can withdraw cash from cash machines up to the daily cash withdrawal limit. This limit applies to withdrawals inside and outside the UK and we may change it from time to time.

6.3 Giving us your instructions

If they're given to us in accordance with the authority we hold for your account, we'll act on your instructions.

A payment is authorised when you follow the procedures required for the payment type you are making. This will include:

- logging onto the Mettle app using security details you have set up with us (e.g. passcode, password, fingerprint, FaceID) and completing a payment in the way we ask you to (for example, by pressing a button to approve a payment in the Mettle app).
- you or an authorised user presenting your card and entering the card PIN (or in some cases signing).

- using an e-wallet security process (such as fingerprint, face or voice recognition) to release card details.
- holding a card or payment device near a contactless payment reader and following and required security process (such as clicking a button and completing fingerprint, face or voice recognition).
- providing your card to someone in order to make a payment or to authorise future payments in a way requested by them (e.g. online, by telephone, in writing).
- completing a Direct Debit form.
- following the instructions of an authorised third party provider you have asked to submit a payment instruction for you.

Sometimes the law requires us to ask for two separate forms of security checks before we can authorise a transaction. We may have to decline a transaction if you have not inputted them (for example, certain transactions may be declined if you try to use contactless payments and don't enter a PIN when asked).

6.4 Using third party providers

We will treat any instruction from a third party provider as if it was from you.

We may stop a third party provider from accessing your account for reasons related to unauthorised or fraudulent access to your accounts by that organisation.

We'll tell you about this using any of the contact details we hold for you unless this would compromise our reasonable security measures or would be unlawful. If you want to cancel the consent you have given to a third party provider to access your account you need to speak with them directly.

6.5 Information we need from you to make an electronic transfer

If you want to transfer money to another account, you'll need to give us the following information:

- the sort code and account number. Please make sure these are correct as we'll use them to make the transfer;
- the name of the person or organisation you're transferring money to;
- the amount; and
- a reference – so you can keep track of the transfer .

We may also need the name of the account holder so we can check if it seems to match the account you're paying and let you know so you can decide whether to continue to make the payment. You must make sure the details you provide are correct.

6.6 Delaying or refusing to act on your instructions

We'll always follow your instructions, unless:

- you don't have enough money in your account;

- we reasonably believe that you didn't give the instruction;
- we reasonably suspect the instruction is for an illegal purpose;
- we reasonably suspect your instruction is connected to a scam, fraud or any other crime, or we reasonably suspect that your instruction is of a type where there is a high risk of there being such a connection;
- your instructions are unclear or incomplete;
- we reasonably suspect that following your instruction may mean that we breach a law or regulation with which we must comply or may expose us to action from a government, regulator or law enforcement agency;
- a restriction which applies to your account prevents us from following your instruction (for example, the instruction exceeds the daily payment limits set on your account);
- we're told about a dispute between joint account holders (for example, partners on a partnership account) which means the account can't be used until the dispute is resolved;
- you've broken any term of our agreement in a serious way; or
- we believe it's appropriate to protect your account.

If you'd like to understand why we didn't follow your instruction you can call us on the number set out above. If we can, we'll explain why we didn't follow your instruction, unless there's a legal or security reason which means we can't provide an explanation.

6.7 Timescales for making electronic payments

Where you instruct us to make a payment, you authorise us to use any payment or clearing system or intermediary bank that we may reasonably select.

Type of payment	Cut-off time	When will the payment reach the payee's account following receipt of your instruction?
Faster Payment (to accounts held with National Westminster Bank plc or at other banks)	None	Up to two hours later
BACS Credits	N/A	By 9am on the payment date specified
Direct Debit	N/A	By 9am on the payment date specified
Standing order	23:59	Standing Orders must be set up at least one day before the first payment is due, so if you want the payment to go tomorrow then you have

		until midnight to set this up in order to guarantee that it goes the next day. Standing Orders will only be sent on banking calendar days so if you set up a payment that is due to go on a weekend or a bank holiday it will not be sent until the next working day.
One off Future dated payments (not single immediate payments)	23:59	Future dated payments must be set up at least one day before the payment is due, so if you want the payment to go tomorrow then you have until midnight to set this up in order to guarantee that it goes the next day.

In limited circumstances (for example, we suspect fraud) the payment may take longer to reach the payee's account.

We accept your instruction when you ask us to make the payment, however, payment instructions received after cut-off times will be treated as received the next business day and the payment will reach the payee account a business day later than set out in this table.

6.8 Cancellation of a payment

We can't stop a payment you've asked us to make unless it's made by a standing order, Direct Debit or future dated payment. To cancel a standing order, Direct Debit or future dated payment, you should contact Support via the Mettle app. To cancel these payments you must tell us at least one business day before the payment is due to be made.

If you have used a third party provider, you cannot normally cancel the payment once they have initiated a payment. You can cancel some payments to be made in the future.

We may cancel any standing order or Direct Debit on your account if it's unpaid on more than one occasion and we reasonably believe that the balance on your account is unlikely to be sufficient to meet future payments.

7 Using your card

7.1 About your card

You can use your card to make payments in any currency anywhere in the world.

The card will display the name of the cardholder and may only be used by that person. We will disclose information we hold about the account to the cardholder.

If your card starts with the numbers 537312, you'll only be able to use the card to make payments at a retailer or supplier of services where they can authorise the payment with us at the time you make the payment. If this isn't possible (for example, payments made in flight), the payment will be declined.

When we send you a replacement card, we may issue it under a different card scheme (for example, Visa or MasterCard).

7.2 Charges for using your card

Sometimes we'll charge you fees for using your card in addition to any service charges that apply to the transaction. We've explained these fees and when they'll be charged below, but this doesn't include any fees a third party might charge you (for example, a cash machine fee).

Transaction Type	Charges
Cash withdrawals in a foreign currency; Inside the UK: <ul style="list-style-type: none">• from a cash machine Outside the UK: <ul style="list-style-type: none">• from a cash machine;• purchase of currency;• purchase of travellers' cheques. Inside or outside the UK: <ul style="list-style-type: none">• Payments made in a foreign currency For example, purchase of goods in a shop while you are travelling, and online/telephone purchases	Non-Sterling Transaction Fee of 0% of the value of the transaction. (If you ask for the transaction to be converted into pounds Sterling at the point of sale or withdrawal, we won't charge a Non-Sterling Transaction Fee however, the transaction handler may charge you a separate fee.)

Where a fee is shown as a percentage, this means a percentage of the value of the transaction in Sterling.

If you make a payment in a foreign currency, we'll convert it into pound Sterling using the Mastercard Payment Scheme Exchange Rate. To find out what these exchange rates are, just go to <https://www.mastercard.co.uk> and click on the Cardholders section.

If you'd like to view our currency conversion charge with reference to the daily rate which is issued by the European Central Bank (ECB), you can visit www.business.natwest.com/usingmycardabroad.

The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.

As you are a business customer, for each debit card linked to the same account we will not, after the payment is made, send you an electronic message with the above currency reference information. You are instead able to access currency reference rate information at www.business.natwest.com/usingmycardabroad.

7.3 Timescales for making card payments

We'll only take a card payment from your account when we receive the request from the payee's bank. This means there may be a delay between using your card to make a purchase and the payment being taken from your account. We'll take the payment from your account within one business day of receiving the request for payment.

If you claim a refund from a payee, we'll credit the amount of the refund to your account when we've been notified of the refund by the payee.

7.4 Paying charges from your account

Any charges you incur (including your service charge) will be taken directly from your account unless we agree otherwise.

8 Keeping your account safe and limiting the use of your account

8.1 What you need to do to keep your account safe

You and any authorised user must:

- take all reasonable steps to keep all your security details safe (including your card PIN and any passwords or log-in details). This means that you must not give these details to any person who is not authorised by you to view or access your account;
- sign your card as soon as you receive it;
- keep your card secure at all times and not let anyone else use it;
- when you're logged on to the Mettle app do not leave the device (for example, the mobile phone or tablet) you're using unattended and you must make sure that any information stored or displayed on your device is kept secure;
- keep the software on your phone up to date including any anti-virus software; and
- be aware that if you give your login details to a third party provider, we're not responsible for what they do with your details or account information.

Fraudsters use all kinds of scams to trick you into parting with your money. At Mettle we will never:

- ask you to give us or anyone else your full security details (including your log on details, debit card PIN, password or passcode);
- send someone to collect cash, your PIN or your debit card if you're a victim of fraud; or
- ask you to transfer money to a new account for fraud reasons.

Even if the person requesting your details is using our name and logo and appears to be genuine, you must not share your details with them.

Some third party providers might ask you for your online banking 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 your accounts.

8.2 What you need to do if you think someone knows your security details or you've lost your card

You must contact us via the chat function in the Mettle app or call us on 0800 069 8380:

- If your card is lost, stolen or misused and, you think that someone else might know your card or security details or if you suspect that someone may have used your account without your permission; or
- If you suspect that an unauthorised or incorrect payment has been made from your account.

8.3 Limiting the use of your account or our services

We may suspend or restrict the use of your account or certain services (such as your card or online banking) if:

- we reasonably believe that your security details or card details haven't been kept safe;
- we reasonably suspect that your security details or your card have been used fraudulently or without your permission;
- we reasonably believe it's appropriate in order to protect your account;
- you've broken in a serious way any term of this agreement or any other agreement you have with us;
- you give us any false or materially misleading information;
- we reasonably suspect that your account or any other account you hold with us (or another member of the NatWest Group) has been, is being or is likely to be used for an illegal purpose;
- we reasonably suspect you're involved in fraud or other criminal activity; or
- we reasonably believe that continuing to provide access to your account or to certain services would mean that we breach a law or regulation that we must comply with.

You're responsible for ensuring that your device is capable of operating the Mettle app (which we'll update from time to time). We can't guarantee that we'll continue to support the operating system used by your device.

We will explain our reasons for taking any of these steps, unless we're unable to contact you or there's a legal or security reason which means we can't provide an explanation.

8.4 Payment Limits

We may apply limits to payments to and from your account – for example, to the amount of cash you can pay in or withdraw, the maximum balance on your account, or to payment types where there is a high risk of fraud, scams or other crimes. We monitor these limits, may change them over time and will make information on them available to you in our website FAQs, unless there is a security reason that prevents us from doing so.

8.5 Notifying you of concerns

We'll do our best to contact you if we have any concerns about the activity on your account (such as any unusual transactions that we notice).

8.6 If we suspect or become aware that your account may be subject to fraud or security threats, we'll contact you via the most recent details we hold on record for you.

This may include your mobile number (unless we think it may have been compromised), landline number, postal address or email address. We'll never:

- Phone you to ask for your four-digit card PIN or your online banking 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's in your name.
- Send someone to your premises to collect your cash, PIN, payment card or cheque book if you're a victim of fraud.
- Ask you to purchase goods using your card and then hand them over for safe-keeping.

9 Information about payments into and out of your account

You can find out about payments into and out of your account by viewing them in the Mettle app.

We'll make a statement for you available every month. You can download, save and print them yourself any time you want. Just click on the 'Account' tab in the Mettle app and then select 'Transactions and Statements'. We will send you an email to the main email address

registered with your account when one is ready to view. It's good to get into the habit of checking your statements regularly.

If there's ever a transaction you don't recognise, let us know right away.

10 What happens when something goes wrong?

10.1 What to do if an incorrect or unauthorised payment is taken from your account

If there's a payment in your list of transactions you don't recognise, either because it's for the wrong amount, or you don't recognise the payee (a payee is the individual, retailer or organisation the payment has been made to) you must contact us as soon as possible via the chat function in the Mettle app or calling 0800 069 8380.

If you don't contact us within 13 months of the payment being taken from your account, you may not be entitled to a refund.

10.2 What we'll do if you tell us about an incorrect or late payment

If it's our mistake

If we make a mistake in processing your payments, we'll refund you (including any charges or interest which you've paid as a result of the payment being taken). If we make or credit a payment later than we said we would, then we'll put your account back in the position it would have been had we not made the error. You can also ask us to contact the other bank and ask them to correct the amount of interest on their customer's account.

If an error is made in a Sterling Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information, please see [directdebit.co.uk](https://www.directdebit.co.uk)

If it's your mistake

The sort code and account number of an account identifies it, not the name of the account. If you give us incorrect payment details (for example, the wrong sort code or account number) then, once you've told us, we'll make reasonable efforts to recover your money back for you but we may not be able to recover the payment and we may charge you a fee for trying to recover it.

If we can't, we won't refund you. However, if you ask us to, we will ask the payee's bank for the payee's contact details so you can try to get the money back.

10.3 If money is paid into your account by mistake

If someone makes a payment to you by mistake and their bank gets in touch with us to let us know, then we need to take the money from your account and hold it. We'll then contact you

to tell you what has happened. If you agree it was a mistake, or if we don't hear back from you within 15 days after contacting you, we'll return the money to the bank that contacted us about the payment.

If you tell us that the payment was not sent to you incorrectly then we'll return the money to your account but we may have to pass your contact details on to the with the bank that contacted us about the payment.

In cases where funds have been received by you due to a system error (for example, duplication of payment), then we'll have an automatic right to debit your account.

10.4 What we'll do if you tell us about a payment made without your permission

If someone has made a payment without your consent you should tell us as soon as possible. We will take the action set out below.

What's happened	What we'll do
Unauthorised payments have been made by using your card, card details, security device or security details before you have received them.	We'll refund you for any unauthorised payments.
Your card, card details, security device or security details are lost, stolen or misused.	We'll refund you for any unauthorised payments but we may hold you responsible for up to £35 in relation to any losses you incur If you were not able to detect the loss, theft or misuse prior to the unauthorised payment, or if the unauthorised payment was our fault, you will not be liable for any loss.
You've authorised another person to use your account.	We'll only refund you for unauthorised payments made after you contact us.
You've failed to use your card, card details, security device or security details in accordance with these Terms (for example, keep your card safe).	If your account is overdrawn and you're a sole trader or partnership of three or less partners, we'll refund you for all unauthorised payments.
You've failed to tell us as soon as you became aware that your card, card details, security device or security details were lost, stolen or misused or an unauthorised payment was made on your account.	Otherwise, if you've acted intentionally or with gross negligence we'll only refund you for unauthorised payments made after you contact us.

You've acted fraudulently.

We won't refund you for any unauthorised payments.

If you're entitled to a refund, we'll normally put the money back into your account as soon as reasonably practicable and by no later than the end of the next business day. If we reasonably suspect that you're not entitled to a refund, we may need to investigate your claim before offering a refund and we may need additional time and information from you to help our investigation.

10.5 Payments processed without you agreeing the amount

Where a payment is requested by or through the payee (for example, a card payment or a Direct Debit) and you authorise it without knowing how much the final payment will be (for example, when hiring a car or booking a hotel room), then you can ask for a refund provided:

- you didn't know the exact amount of the payment when you authorised it;
- the amount of the payment exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
- the payment was made in the UK if it was a Direct Debit, or in the EEA if the payment was by card; and
- you ask for a refund within eight weeks of the date the payment left your account.

We may ask you for additional information to decide whether you should be refunded. We'll refund you, or explain why we're refusing the refund, within 10 business days of your request for a refund or (if we've asked you for additional information) within 10 business days of us receiving that information.

We won't be able to refund you if you agreed to the payment directly with us and at least four weeks in advance:

- we or the payee (the individual, retailer or organisation you're making a payment to) provided you with information about the payment; or
- we gave you information about the payment in the Mettle app.

10.6 Loss not caused by an incorrect payment, unauthorised payment or payment processed without you agreeing the amount

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

We won't be responsible for any losses caused if we delay or refuse to process a payment:

- as a result of checks carried out as part of the proper operation of our payment processing systems; or

- where we reasonably believe it's prudent to do so in order to prevent a crime or comply with laws or regulations. We won't be responsible for any indirect loss.

If you ask a third party provider to request a payment and they don't do this, we won't be responsible for your payment not being made.

If you were told when making a payment that the sort code and account number you provided matched the payee's name, and this was wrong, you may be entitled to recover any loss. In those circumstances, please contact us.

11 Using money in your account to pay us or others

11.1 Paying charges relating to your account

Any fees or charges you need to pay will be taken directly from your account. See your charges tariff for details of applicable fees or charges.

Charges will be taken from your account on the last business day of the month following the month in which the fees were incurred.

We'll tell you at least 14 days before we take a service charge from your account. Please note, for payments received from outside of the UK or in a currency other than Sterling, the fee for each transaction will be deducted immediately from the amount that we pay into your account.

There may be other charges for additional services not covered in this agreement, but we'll always tell you about these charges before you sign up for those services.

11.2 Tax

If you owe tax (or other charges) to an authority in connection with your account, we may take this payment from your account.

11.3 Using money in your account to repay money you owe us

If you owe us money and the money is overdue for payment, we may take money from your account to repay some or all of the money you owe us (including any fees or interest). This is called "set-off". We may also do this even if you don't have enough money in your account and it becomes overdrawn as a result. We'll never set off a debt on your account against money held in an account that you hold with someone else. We may set off any money we owe you (for example, as a refund or compensation or to settle a complaint you've made against us) to repay or reduce any money you owe us which is overdue for payment.

12 Unpaid transactions

12.1 Overrunning

Sometimes, some retailers or service providers may accept payments you make using your card without checking with us first to see if you have enough money in your account. We can't stop these payments leaving your account, so you may go overdrawn as a result. If this happens, we will ask you to pay money into your account to clear the debit balance immediately.

12.2 Other costs

You're responsible for paying any costs we reasonably incur to obtain repayment of your overdrawn balance (for example, court fees).

13 Unclaimed assets scheme

We take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act. If there has been no activity on your account for 15 years (or other period specified by Law in the UK), we may transfer any money in your account to the unclaimed assets scheme. You'll still have the right to your money and you can contact us at any time for information about how to get your money back.

14 Making changes to our agreement

14.1 Reasons for changes to the agreement

We may change these Terms where we have a valid reason to do so (for example, to reflect changes in how much it costs us to provide our services, to reflect changes in the law, changes to our systems or to make this agreement clearer to you).

14.2 Notification of changes to the agreement

If we introduce a new service (such as a new feature in the Mettle app), increase an interest rate or lower or remove a fee, we can change these terms and conditions straight away. If we do this, we'll let you know via the Mettle app within 30 days.

We will let you know about all other changes at least 60 days in advance.

If you don't agree with the changes we have made, you have the right to close your account during the notice period; otherwise we'll assume you have agreed to the changes.

14.3 Converting your account

We can convert your account to another account in our range which we reasonably believe is appropriate for you. We can do this if:

- we decide to no longer offer that particular type of account;
- you're no longer eligible for the account (for example, your turnover exceeds the threshold set for your account type); or
- you're paying for an account you no longer or rarely use.

14.4 Transferring your account to another provider

We don't think it's likely, but we reserve the right to transfer your account (and your and our rights and responsibilities) to another provider in the future. This could happen if we decide to sell the business, or if we merge with another business, or a change in the law means we have to. We will only make a transfer like this if we believe you'll be treated in a similar way afterwards to the way we've treated you as one of our customers.

15 Closing your account

15.1 How to close your account

If you're unhappy with your account, you may cancel it up to 14 days after it's opened. On cancellation, we'll close the account, return the money in the account and any interest it has earned and no termination fees will be payable. We won't charge you any extra fees unless we've supplied you with any services before you cancel your account.

If you do not cancel as set out above, unless otherwise stated, you can also close your account at any time. If you'd like to close your account, just transfer any money from your account into another account and then contact our Support team on 0800 069 8380.

15.2 When we can close your account

We can close your account at any time as long as we give you at least 60 days' notice. We can also close your account immediately if:

- we reasonably suspect that you've given us false information when you opened your account;
- we reasonably suspect that your account (or any other account you hold with us) has been used, is being used or is likely to be used for an illegal purpose;
- you behave in an offensive, threatening or violent manner, which includes any racist or other discriminatory conduct, towards our staff
- we're required to do so by law or regulation;
- keeping your account open may expose us to action from a government, regulator or law enforcement agency; or
- we reasonably suspect that by continuing to provide you with banking facilities, we might breach a law or regulation that we must comply with.

We will explain our reasons for closing your account unless there's a legal or security reason which means we can't provide an explanation. There may, however, be situations where it might not be appropriate or permissible for us to engage with you to explain our reasoning.

15.3 When your account is closed

If your account is closed (either by us or on your instruction), you'll have to pay any charges for services you've used before your account closes (for example, if you've used an arranged overdraft, in addition to any overdrawn balance you'll need to pay any interest due for using the overdraft). We'll forward any remaining credit balance in your account to you after you repay any money you owe us.

Additional services

Additional services may not always be available and may be added to or withdrawn from time to time.

16. Pots

You can take money from your Mettle account and set it aside by moving it from your main balance into a 'Pot'.

Pots can be set up to put money aside within your account. You may want to do this to segregate funds that you want to use for a specific purpose (e.g. a purchase or for VAT). If you do this the funds assigned to a Pot will no longer appear within your main balance. This means:

- you won't be able to spend those funds (unless you move the money back into your main balance);
- when you see your main balance, this won't include any money in your Pot (these segregated funds will be viewable separately); and
- if you don't have enough money in your main balance to make a withdrawal or payment, we'll refuse the transaction (even if you have money in a Pot).

There are limits on the amount of money you can move into your Pots, and we reserve the right to change these limits from time to time. Check our website FAQs for further details.

17. Interest-bearing Pots

We will pay credit interest on certain Pots ('Interest-bearing Pots'). The applicable interest rate will be advised to you upon the opening of the Interest-bearing Pot.

Interest will be calculated daily, usually based on a 365-day year. It will be applied directly to the Interest-bearing Pot on the first day of the following month including Bank Holidays and

weekends (for example, for any interest accrued in the month of December, the interest will be applied to the account on 1 January).

We reserve the right to amend the interest rate at any time, including to charge you a negative rate of interest. If we amend the interest rate, including charging negative interest, we'll always give you notice of the new rate and the date from which it will apply in accordance with these terms. You can request details of your current interest rate at any time.

The terms applicable to Pots (see clause 16 above) are also applicable to Interest-bearing Pots.

18. FreeAgent

FreeAgent is an online accounting software package, owned by NatWest Group Plc. The core FreeAgent accounting software package (as described in the FreeAgent Terms of Service) is made available free of charge to all customers with an active Mettle Account, where applicable. Free access to FreeAgent's online accounting software is contingent upon you making at least one transaction a month to or from your Mettle Account.

Certain additional features and services within FreeAgent may incur a cost which is payable to FreeAgent or a third party. Such features and services are optional and can be accessed once you have activated your account.

In order to use FreeAgent, you must accept the FreeAgent Terms of Service and Privacy Policy, which will be made available to you when you set up your FreeAgent account. If you close your Mettle Account, you will no longer be eligible for the core FreeAgent accounting software package free of charge. You will need to pay for FreeAgent, or your FreeAgent account will be suspended.

How we use your information

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.

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 at <https://www.mettle.co.uk/docs/mettle-natwest-privacy-notice/2.0.pdf>

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 at <https://www.mettle.co.uk/docs/mettle-natwest-privacy-notice/2.0.pdf> 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.

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

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We will not share your information with anyone outside the wider NatWest group except:

a) where we have your permission;

b) where required, whether directly or indirectly, for your product or service, which could include in relation to your welfare or accessibility requirements;

c) with law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory or trade bodies around the world;

d) with other banks and third parties in relation to fraud or financial crime or criminal activities; or in the event of suspected fraud or financial crime or criminal activities; or the monitoring, prevention and investigation of the same; with other banks and third parties to help recover funds that have entered your account as a result of a misdirected payment by such a third party;

e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, agents and sub-contractors acting on our behalf, such as the companies which print our cards, where advice or services are required or requested in connection with the bank's legal, regulatory or contractual rights or obligations relating to products or services provided to you;

f) where we have your permission, with social media companies (in a secure format) or other third party advertisers so they can display relevant messages to you and others about our products and services on our behalf. Third party advertisers may also use information about your previous web activity to tailor adverts which are displayed to you;

g) with credit reference agencies and with third parties in relation to debt collection and related activities;

h) where required for a proposed or actual sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business where such data is shared with a third party it is done so under strict duties of confidentiality;

i) in anonymised form as part of statistics or other aggregated data shared with third parties;
or

j) 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.

About us

We are National Westminster Bank plc trading as Mettle. Registered in England and Wales (Registered Number 929027), Registered Office: 250 Bishopsgate, London EC2M 4AA. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority. National Westminster Bank plc is entered on the Financial Services Register and its Register number is 121878. The Financial Services Register can be accessed at www.fca.org.uk/register. We are a member of NatWest Group plc. More information about the NatWest group can be found at NatWestGroup.com by clicking on 'About Us'.