

Autopay Online

Terms

These Terms (“Terms”) apply to the Autopay Online internet service (“Autopay”) provided by National Westminster Bank Plc (the “Bank”). Autopay Online is only available to Customers who hold a Business Current Account with the Bank. These Terms are supplemental to the Business Current Account terms.

Some of the provisions in these Terms apply only if the Customer is a “Protected Customer”. A Protected Customer for these purposes is a consumer, a Micro-enterprise or, a charity whose annual income is less than £1million. A “Micro-enterprise” means, at the time at which the 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 €2 million (or sterling equivalent).

1. USE OF AUTOPAY ONLINE

- 1.1 Autopay Online enables the Customer to access and give instructions (“**Instructions**”) regarding the Customer’s Accounts included in Autopay Online.
- 1.2 The Bank recommends the Customer appoints one or more administrators (“**Administrators**”) to manage Autopay Online.
- 1.3 **The Customer gives the Primary Administrator full power to administer and operate Autopay Online for the Customer.** The Primary Administrator is responsible for:
 - 1.3.1 appointing other Administrators. Administrators can authorise, appoint and remove other Administrators including the Primary Administrator.
 - 1.3.2 authorising, appointing, removing and supervising other individuals who the Administrators have registered to use Autopay Online (“**Users**”) to access and use Autopay Online for the Customer. Each Administrator will also be a User.
 - 1.3.3 allocating the levels of authority and access of each User (“**Privileges**”).
 - 1.3.4 **The Customer is responsible for regularly reviewing the appointment of Administrators and Users.**
- 1.4 The Privileges are in place of any other bank account mandate or authority held by the Bank for the operation of the Accounts.
- 1.5 The Bank is authorised to set, monitor and revise payment limits and to act upon payment messages submitted by or for the Customer.
- 1.6 The Bank will provide to the Administrators and Users physical or digital security devices (“**Security Devices**”). The Bank will send physical security devices and information relating to Users and Autopay Online to the customer address held on the Bank’s records. The Bank will send passwords and information relating to digital security applications direct to the Administrators and Users via the designated email address.
- 1.7 The Bank may suspend or withdraw all or any part of Autopay Online to carry out maintenance work for reasonable periods.
- 1.8 The Bank does not guarantee the availability of Autopay Online and accepts no liability arising from non-availability. Where possible, the Bank will notify the Customer in advance of any suspension or withdrawal of Autopay Online.
- 1.9 The Bank may suspend or cancel an Administrator’s or User’s use of Autopay Online. Unless there is a legal or security reason not to, the Bank will inform the Customer in advance and give the Bank’s reasons for doing so. In other cases, the Bank will notify the Customer immediately after.
- 1.10 The Bank reserves the right to appoint from time to time a service provider of the Bank for the purposes of receiving payment Instructions and for the operation of Autopay Online.



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2. CUSTOMER OBLIGATIONS

- 2.1 The Customer will:
 - 2.1.1 comply with the Bank's reasonable instructions, guidance, procedures and requirements;
 - 2.1.2 comply with all rules, orders, voluntary codes, standards, laws and regulations in any jurisdiction relating to the use of the Autopay Online;
 - 2.1.3 obtain and maintain all licences, consents, permissions and authorisations necessary for it to use Autopay Online;
 - 2.1.4 control and monitor the use of Autopay Online to prevent unauthorised or erroneous Instructions and to minimise the risk of fraud.
 - 2.1.5 prevent the security details and Security Devices from becoming known to or accessible by any unauthorised person.
 - 2.1.6 keep safe the password and other Security Details;
 - 2.1.7 use a separate email address for each individual User and Administrator.
 - 2.1.8 maintain the Customer's own up-to-date hardware and software and take appropriate measures to prevent contamination by viruses or similar threats in accordance with good practice.
- 2.2 Only authorised Users may use Autopay Online.
Only authorised Users may use the log-in password registered to them and may not transfer them to any other person (including any other registered User). Authorised Users must not allow anyone else to use their Security Device.
 - The Bank will never ask Customers for their password or Security Device Response codes over the telephone or via email in any circumstances.
- 2.3 BACS Reports contain important information about the processing of your payments and will be made available for you to download from the Autopay Online service. **It is the Customer responsibility to check and action these reports.**

3. INSTRUCTIONS

- 3.1 Instructions given to the Bank through Autopay Online are treated as the Customer's consent to make a payment.
- 3.2 The Bank will act on an Instruction during the hours of operation on a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays ("**Business Day**").
- 3.3 The Customer must ensure all Instructions contain the correct account number and sort code. The Bank is not responsible for checking the beneficiary name or other account details. The Bank will not be liable for acting on an Instruction if it is ambiguous, incomplete or inaccurate. If the Bank refuses to make a payment, unless there is a security or other legal reason not to, the Bank will notify the Customer by letter, telephone or other form of communication agreed and, if possible, give the Bank's reasons for doing so.
- 3.4 Payment Instructions must be received by the Bank at least 2 Business Days in advance of the payment date by the cut-off time specified on the Autopay Online website or guidance.
- 3.5 The Bank will provide reasonable assistance to recall a Payment sent by the Customer. If the Customer wants to recall a payment, the Customer will notify the Bank in accordance with the process and cut off times advised by the Bank. *The Customer must provide the sender name, sender sort code & account number, beneficiary's name, account number and sort code, the amount, the date on which the Beneficiary's account is due to be credited, the payroll reference and the building society reference number (if required).* A charge will be made for recalling each automated credit, details of which are set out in the Bank's tariff. Once payment instructions, including forward dated instructions, have been committed in Autopay Online and security/validation checks undertaken by Bacs they will be irrevocable, this includes the total file or individual payments.
- 3.6 All customers using Autopay Online will have a payment limit also known as a settlement limit, which will be displayed on the Autopay Online website. It is the sole responsibility of the customer to manage their payment limit and should not exceed the limit without prior consent from the Bank at least 10 working days before the increased limit is required.

4. SECURITY

- 4.1 The Customer will tell the Bank immediately if the Customer suspects or believes that:
 - 4.1.1 any Security Device or security details are lost, misused or stolen;
 - 4.1.2 there is a material breach of these Terms;
 - 4.1.3 there is any fraud in or affecting Autopay Online;
- 4.2 The Bank will use all reasonable care to keep Autopay Online secure.
- 4.3 The Bank will monitor computer security threats and take appropriate action, exercising the care reasonably expected of a bank providing similar services.
- 4.4 The Customer will tell the Bank immediately if the Customer knows or suspects there has been a failure or delay in the Bank receiving any Instruction or knows or suspects a programming or transmission error, defect or corruption in any Instruction. The Customer will use reasonable efforts to assist the Bank to remedy the problem.
- 4.5 If the Customer tells the Bank that there has been a breach of security, the Bank will promptly cancel the impacted security details and any Security Devices as necessary.

5. INTELLECTUAL PROPERTY

- 5.1 Autopay Online and the Autopay Online website, all software owned or licensed by the Bank and Autopay Online material are the property of the Bank and its suppliers and are protected by copyright and other intellectual property rights. The Bank grants the Customer a non-transferable licence to use Autopay Online for the purpose of receiving the services only.
- 5.2 The Customer will use the equipment and materials supplied by the Bank solely for the purposes of operating Autopay Online.

6. CONFIDENTIALITY

- 6.1 The Bank will take reasonable care to maintain the confidentiality of information relating to the Customer. The Customer authorises the Bank to provide third parties with information the Bank believes is necessary, where it engages a third party (Third Party Supplier) in connection with Autopay Online, or to carry out an Instruction.
- 6.2 To carry out an Instruction, the Bank may be required to transfer personal information to third parties. This may mean personal information is transferred to countries which do not provide the same level of protection for personal information as the UK provided that the Bank shall ensure the information has adequate protection. By giving an Instruction, the Customer agrees to this and confirms the Customer is authorised to instruct the Bank to transfer personal information relating to others. Information transferred to third parties may subsequently be accessed and used by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

7. EXCLUSIONS, LIABILITY AND REIMBURSEMENT

- 7.1 The Bank shall have no liability for, and may delay or refuse to process or proceed with processing any payment if (i) in its reasonable opinion it is prudent to do so in the interests of crime prevention or compliance with laws including sanctions laws or regulations, or (ii) such delay or refusal is a consequence of checks carried out as part of the proper operation of the Bank's payment processing systems.
- 7.2 The Bank is not liable for any loss arising from a cause beyond the Bank's control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.
- 7.3 The Bank is not liable for any indirect or consequential loss.
 - 7.3.1 The Bank is not liable for loss or corruption of data, injury to reputation, business interruption, loss of revenue, goodwill, opportunity or anticipated savings.
- 7.4 The Bank does not guarantee that the software used in provision of the service is error free and is not liable for any disruptions to Autopay Online.
- 7.5 The Bank is not liable for any:
 - 7.5.1 errors, failures or costs arising from any malfunction of the Customer's equipment or provision of services from the Customer's internet service provider.
 - 7.5.2 security-related information or advice provided by the Bank.
- 7.6 This clause is subject to clause 7.11 and 7.12 below. The Bank is responsible for executing payments sent from and received to the Account correctly. If a payment is unauthorised the Bank will refund the payment immediately. If the Bank incorrectly executes a payment, it will refund the payment, interest and charges and/or pay any interest which the Customer should have received as soon as reasonably practicable. In the case of a Protected Customer the correction will be made immediately.
- 7.7 If the Customer is not a Protected Customer, the Bank's records as to the authentication, evidence, consent received from a Customer and technical operability will, in the absence of obvious error, be conclusive evidence.
- 7.8 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without undue delay and no later than 13 months after the payment was debited.
- 7.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps to prevent their security details or Security Device from becoming known to or accessible by any unauthorised person.
- 7.10 The Customer is not liable for any losses from the use of security details or Security Devices arising before they come into the possession of the Customer or after the Customer has notified the Bank that they have been lost or stolen.

IMPORTANT NOTICE

- 7.11 This clause 7.11 applies to Customers which are not Protected Customers. To the extent permitted, the Payment Service Regulations 2017 apply only to the extent provided below. The Customer is liable for all unauthorised payments arising:
 - 7.11.1 if the Customer has acted fraudulently; or
 - 7.11.2 if the Customer fails to notify the Bank without undue delay of: (a) the loss or theft of their Security Details or Security Device and/or (b) of their Security Details becoming known to an unauthorised person; or
 - 7.11.3 where the Customer has failed to follow the security measures required by the Bank or failed to take all reasonable steps to keep its Security Details safe and in accordance with the Bank's security requirements; or
 - 7.11.4 where the Customer has not taken all reasonable steps to comply with the anti-virus terms of use in clause 2 above.

IMPORTANT NOTICE

7.12 Customers which are Protected Customers

This Clause 7.12 applies to Protected Customers instead of clause 7.11.

7.12.1 Protected Customers will be liable up to a maximum of £35 for any losses incurred in respect of unauthorised payments from their account arising:

(a) from the use of lost or stolen Security Details or Security Device; or

(b) where the Protected Customer has failed to keep its Security Details or Security Device safe,

Except for:

(a) losses where the Protected Customer has acted fraudulently; or

(b) losses where the Protected Customer has failed, intentionally or with gross negligence (i) to comply with any of this Agreement relating to the issue or use of Security Details or Security Devices or (ii) to take all reasonable steps to comply with the anti-virus terms of use

7.12.2 Unless the Protected Customer has acted fraudulently, it will not be liable for any losses arising from the unauthorised use of security details or security device:

(a) after the Protected Customer has notified the Bank in accordance with this Agreement;

(b) where the Bank has not, at any time, provided the Protected Customer with the appropriate means to notify the Bank in accordance with this Agreement; or

(c) where they have been used to make a payment for goods or services (except for financial services contracts) where the user of the card or security details does not need to be present, for example over the telephone or internet, provided that the Protected Customer notifies the Bank of such unauthorised use without undue delay on becoming aware of the misuse.

Incorrect or late Payments

7.13 Where the Customer has given the Bank incorrect payment details, the Bank will, at the Customer's request, make reasonable efforts to recover the payment and notify the Customer of the result. The Bank may not be able to recover the payment and may charge the Customer a fee for trying to recover it. If the Bank is unable to recover the payment, the Bank will not refund the Customer. If the payment has been received by the payee's bank the Customer should contact the payee's Bank for a refund. The Bank will on written request provide the Customer with relevant information regarding the payment to help the Customer recover.

7.14 If the Bank makes a payment on behalf of the Customer which is the Bank's error, the Bank will immediately refund the Customer (including any charges or interest which the Customer has paid as a result of the payment being taken).

7.15 If the Bank makes or credits a payment late, then the Bank will put the Account back in the position it would have been had the Bank not made the error. The Customer can also ask the Bank to contact the other bank and ask them to correct the amount of interest on their customer's account.

8. FEES AND CHARGES

8.1 The Customer will pay the Bank's fees and charges (plus VAT if applicable) detailed in the tariff available from the Bank. The Bank may vary the tariff by giving the Customer 60 days' notice.

8.2 The Bank may apply all amounts due to an account of the Customer with the Bank, even if it causes that account to be overdrawn or exceed any limit.

9. TERMINATION

9.1 The Customer may terminate the Autopay Online Terms by giving the Bank 30 days' notice.

9.2 The Bank may terminate the Autopay Online Terms by giving the Customer not less than 60 days' notice.

9.3 The Bank may terminate the Autopay Online Terms without notice and with immediate effect, or suspend or limit the Customer's or any Administrator's or User's use of Autopay Online if:

9.3.1 the Bank's licence for any software essential to the provision of the services is terminated or suspended.

9.3.2 the Customer materially breaches the Autopay Online Terms.

9.3.3 the Customer proposes a voluntary arrangement with its creditors.

9.3.4 there is any resolution or petition for liquidation or bankruptcy or insolvency proceedings are commenced, in relation to the Customer in any jurisdiction, except as part of a re-organisation agreed by the Bank.

9.3.5 any security is enforced or a receiver or similar official is appointed in respect of any of the assets of the Customer.

9.3.6 there is an application or petition for an administration order, or notice is given to any person of intention to appoint an administrator, or an administrator or similar official is appointed, in relation to the Customer.

9.4 Autopay Online will terminate automatically if the Account on which Autopay Online is set up is closed unless the Customer nominates an alternative account.

10.10. CONSEQUENCES OF TERMINATION

Termination of the Autopay Online Terms will not affect any rights of either party accrued to the date of termination.

11. TRANSFERS

11.1 The Bank may give to anyone any information about the Customer or the Autopay Online Terms in connection with any proposed transfer of, or financial arrangement by reference to, the Autopay Online Terms. The Bank may allow any person to take over any of its rights and duties under the Autopay Online Terms. References to the Bank in the Autopay Online Terms include its successors.

11.2 The Customer may not transfer the Autopay Online Terms.

12. ENTIRE AGREEMENT

- 12.1 This Autopay Online Terms forms the entire agreement between the parties in relation to Autopay Online. To the maximum extent permitted by law, all implied warranties in relation to the Customer's use of Autopay Online are excluded.
- 12.2 Except as set out in the Autopay Online Terms, the parties do not have any rights against each other in relation to, and have not relied on, any oral or written representation, warranty or collateral contract made before the date of the Autopay Online Terms in relation to Autopay Online. Nothing in the Autopay Online Terms excludes liability for fraudulent misrepresentation, death or personal injury.
- 12.3 In the event of any conflict between the Autopay Online Terms and the Business Account Terms, the terms of the Autopay Online will prevail in so far as the conflict relates to the specific subject matter covered in the Autopay Online Terms.
In all other circumstances, the terms of the Business Account Terms will prevail.

13. CHANGES

- 13.1 The Bank may change any of these Terms. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' advance notice of the changes made. Revised Terms will be available online or from the Bank.
- 13.2 The Bank may change the Autopay Online material and Website at any time.

14. COMMUNICATIONS

- 14.1 All notices and other communications must be in writing.
- 14.2 The Bank may deliver a notice or communication to the Customer by the Website, or at the contact details last known to the Bank or the Customer's registered office.
- 14.3 A notice or communication by the Bank will be effective at the time a message is posted on the Website; at the time of personal delivery; on the second Business Day after posting.
- 14.4 A notice from the Customer to the Bank must be addressed to the Customer's contact point at the Bank and will be effective on receipt.

15. LAW AND JURISDICTION

- 15.1 If the Account on which Autopay Online is set up is at a branch in Scotland, Scots law applies to the Autopay Online Terms and the Scottish Courts have exclusive jurisdiction. If the Account is at a branch elsewhere, English law applies to the Autopay Online Terms and the English Courts have exclusive jurisdiction.
- 15.2 For the benefit of the Bank, the Customer irrevocably submits to the jurisdiction of the relevant courts and irrevocably agrees that a judgement or ruling in any proceedings in connection with the Autopay Online Terms in those courts will be conclusive and binding on the Customer and may be enforced against the Customer in the courts of any other jurisdiction.

Calls may be recorded. Rates and call charges from different networks may vary.