



# Intelligent Safe

# Terms and Conditions

## Important information

National Westminster Bank Plc. Registered Office: 250 Bishopsgate, London EC2M 4AA. Registered in England and Wales. Registered Number: 929027. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The products mentioned in this literature may be covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. For further information about the compensation provided by the FSCS, refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk).

## 1 Definitions

Words and expressions defined in the Business Account Terms have the same meaning in these Intelligent Safe Terms and Conditions (the Terms), unless the context indicates otherwise, and in these Terms the following terms and expressions have the following meanings:

- **Account** means the Business Current Account you hold with us and have elected to use for the purposes of this Services.
- **Business Account Terms** means the terms that apply to the Account.
- **Business Day** means Monday to Friday excluding bank holidays.
- **Carrier** means an external secure carrier company, approved, and appointed by us from time to time for the collection of Cash from the Device(s).
- **Cash** means GBP in the form of notes and, where accepted by a Device, coin.
- **Charges** has the meaning given in Clause 4.6.
- **Device** means the deposit machine(s) selected by you in the Intelligent Safe Application Documentation, and associated equipment provided by the Device Provider to be installed at the Outlet(s), or such other deposit machine(s) and/or associated equipment as we may agree to provide the Services in relation to, from time to time.
- **Device Provider** means the person you enter into an agreement with for the provision and maintenance of the Device(s).
- **Intelligent Safe Application Documentation** means the documentation provided by us and completed by you to apply for the Services, including the Intelligent Safe application form(s) and the Intelligent Safe security questionnaire(s).
- **Intelligent Safe Application Information** means the information provided by you to us during the application process, including information provided on the Intelligent Safe Application Documentation.
- **Opening Hours** means the opening hours of the relevant Outlet.
- **Outlet** means an outlet managed by you where a Device has been installed, and where we have agreed to provide the Services.
- **Security Standards** has the meaning given in Clause 8.2.
- **Services** has the meaning given in Clause 4.1.
- **we, us** or **our** means National Westminster Bank plc and its successors, transferees and assigns.
- **you** or **your** means the limited company, partnership, limited liability partnership, society, association or other unincorporated body in whose name we maintain the Account and to whom the Services are provided.

## 2 General

- 2.1 These Terms, the Intelligent Safe Application Documentation and the Business Account Terms set out the agreement between you and us (this Agreement). Copies of these documents are available on request.
- 2.2 The Terms are supplemental to, and must be read in conjunction with, the Business Account Terms. In the event of any conflict between these Terms and the Business Account Terms, these Terms shall prevail in so far as the conflict relates to the subject matter of these Terms. In any other case, the Business Account Terms shall prevail.
- 2.3 Any personal information we obtain in relation to the Services will be used by us in line with our Privacy Policy. Please read your Business Account Terms and our Privacy Policy at <https://www.natwest.com/privacy> to learn more.
- 2.4 We will communicate with you in the ways set out in the Business Account Terms.

## 3 Duration

- 3.1 This Agreement will come into effect after the Intelligent Safe Application Documentation has been accepted by us and such acceptance has been communicated by us to you. This Agreement will continue in force until terminated in accordance with Clause 11.

## 4 The Services

- 4.1 Subject to the terms of this Agreement, we will:
  - (i) allow you to use a Device to deposit Cash with us by inputting any security details given to you by the Device Provider, inserting the Cash into a Device and confirming the deposit details. The Cash will be accepted as a deposit once it has been counted by a Device and will be applied to the Account as set out in these Terms; and
  - (ii) arrange for the Carrier to empty the Device(s) at any Outlet;
  - (iii) before a Device which exclusively accepts notes, reaches any volume or value capacity notified by us to you; or
  - (iv) where a collection is not triggered under (i) above, at least every thirty calendar days, (the Services).
    - 4.1.1. For the avoidance of doubt:
      - i where you have multiple Devices at an Outlet, and a collection is triggered above in respect of one of the Devices, the Carrier may elect to empty the other Devices at the same time; and
      - ii pursuant to your obligations in Clause 8.1 below, you must ensure not to place Cash in any Device which exclusively accepts coins, which would result in that Device's Cash holdings exceeding any maximum limit notified to you by us or the Device Provider from time to time.
- 4.2 The Services are only provided in relation to Cash. You must not submit notes (or, where a Device allows, coin) in a currency other than GBP, or cheques in any currency into a Device. If you do so, no value represented by those items will be credited to the Account and we are not responsible to you for the return of such items wrongfully submitted into a Device.
- 4.3 It is not possible to retrieve Cash once it has been submitted into a Device. Cash held in a Device before being counted is held by us on your behalf.
- 4.4 The Services are only provided in relation a Device which is approved by us, and which is placed in a location approved by us.
- 4.5 We are not responsible to you for any failure to provide the Services due to scheduled or required downtime, or for any reason that is beyond our reasonable control. Examples of this include (but are not limited to) any technical failure of a Device; or failure of any machine, data processing system, transmission link or third party service provider, such as the Device Provider, to perform its obligations.
- 4.6 In consideration for the Services, you will pay charges at the rates set out in the Intelligent Safe Application Documentation or as otherwise notified by us to you under the Business Account Terms (the Charges). You will pay the Charges in accordance with the Business Account Terms.

## 5 The Device Provider

- 5.1 This Agreement does not cover the provision, maintenance or security of a Device. You must enter a separate agreement with the Device Provider for the provision, maintenance and security of a Device.
- 5.2 You must ensure you comply with all your obligations, as set out in your agreement with the Device Provider (including payment of any charges due to the Device Provider) in respect of each Device.

## 6 The Device

- 6.1 For us to provide the Services effectively, you must ensure that you follow the instructions given to you by the Device Provider in respect of the installation, operation, and/or maintenance of each Device.
- 6.2 We do not operate the Device(s) and we cannot guarantee the availability of a Device at all times. The availability of a Device may change without notice, for reasons outside our control.

## 7 Our responsibilities

- 7.1 When you place Cash in a Device, we will hold it in that Device pending counting. A Device will count the Cash submitted into it up until 3.30pm on each Business Day and the Device Provider will send us an electronic record at 5.00pm of that Business Day; this will be the time at which we will be treated as receiving your Cash as a deposit onto your Account.
- 7.2 Cash accepted by a Device by 3.30pm on a Business Day will be:
  - (i) processed and credited to your Account for interest purposes on the same Business Day; and
  - (ii) and available for you (once credited to your Account),shortly after we have received the electronic record, as described in Clause 7.1, from the Device Provider at 5.00 pm on the same Business Day.
- 7.3 Cash accepted by a Device after 3.30pm on a Business Day, or at any time on a non-Business Day, will be counted at 3.30pm on the next Business Day and treated as received by us as a deposit then. This means it will be:
  - (i) i. processed and credited to your Account for interest purposes on that next Business Day; and
  - (ii) ii. available for you (once credited to your Account),shortly after we have received the electronic record, as described in Clause 7.1, from the Device Provider at 5.00 pm on that next Business Day.
- 7.4 You must maintain a sufficient balance in your Account to cover any payments due from your Account before Cash is available for you to use.
- 7.5 The amount in a Device will be checked the Business Day after it is collected from the Outlet; this will be after the Account has been credited. Under Clause 4.1 above, the Cash deposited in a Device may not be collected for up to thirty calendar days. If the amount in the Device is greater or less than the amount in the electronic record sent to us as described in Clause 7.1 or it contains any forgeries:
  - (i) we'll adjust your Account balance to reflect the difference (in accordance with clause 13 of these Terms), for the avoidance of doubt, as described above, Cash deposited in a Device may not be collected for up to thirty days and therefore adjustments to your Account balance contemplated by this Clause may take place more than thirty days after the Cash was deposited;
  - (ii) we'll notify you by email within three Business Days of the date on which the amount in a Device is checked, unless there's any legal or other reason why we can't tell you before we take such a step; and
  - (iii) we'll amend any transaction charges accrued due to any differences.

## 8 Your responsibilities

- 8.1 You must:
  - (i) i. ensure that a Device is freely accessible to us and the Carrier and you must permit us (and our agents and employees) and the Carrier to enter the Outlet where a Device is installed during the Opening Hours (or, if the Outlet is no longer open for business, during the hours of 8.00am and 6.00pm on a Business Day) without giving prior notice in order to remove the Cash from a Device;
  - (ii) ii. notify us immediately if any of the Intelligent Safe Application Information is no longer true, accurate or complete;
  - (iii) iii. notify us of any proposed removal or proposed relocation of a Device, or proposed installation of a new Device, by giving not less than 21 days' prior written notice;
  - (iv) iv. notify us of any changed contact name/details as soon as reasonably possible;
  - (v) v. ensure that all Cash submitted to a Device is presented in accordance with our or the Device Provider's instructions and using the stationery items provided;
  - (vi) vi. not place Cash in a Device which would result in the Device's Cash holdings exceeding any maximum limit notified to you by us or the Device Provider from time to time; and
  - (vii) vii. pay the fees due to us for provision of the Services, as set out in the application form for the Services and in accordance with the Business Account Terms.

- 8.2 You must also comply with:
- (i) the security measures set out in your agreement with the Device Provider;
  - (ii) the minimum security requirements provided to you at the start of this agreement and from time to time updated and provided to you by the Device Provider; and
  - (iii) any security measures that we may notify to you from time to time in relation to placing Cash in a Device; (together, the Security Standards).
- 8.3 You must notify us and the Device Provider immediately in the event of any failure to comply with the Security Standards or if you think the security of a Device has been compromised.

## 9 Liability

- 9.1 Our liability and your liability under this Agreement is set out in the Business Account Terms.
- 9.2 Nothing in this Agreement shall limit either party's liability in respect of any claims:
- (i) for death or personal injury caused by the negligence of such party or that of its employees or agents; and
  - (ii) for which liability may not otherwise lawfully be limited or excluded.
- 9.3 Except in the event of personal injury or death as a result of negligence or fraud (including fraudulent misrepresentation) in no event shall we be liable to you under contract, negligence or otherwise for any special loss nor for any indirect or consequential loss (including loss of profits, sales or business, agreements or contracts, anticipated savings, goodwill and loss of use or corruption of software, data or information) or damages whether caused by breach of contract or tort (including negligence or breach of statutory duty) or arising in any other way.
- 9.4 You will be responsible to us for any losses we incur caused by your failure to comply with the Security Standards.
- 9.5 We are not responsible to you for any losses which may arise in relation to your use of the Services that:
- (i) arise out of or in connection with you breaching your agreement with the Device Provider, including any failure to operate or maintain a Device in accordance with the Device Provider's instructions; or
  - (ii) would not have been reasonably foreseeable by us at the relevant time.

## 10 Suspension

- 10.1 We may restrict or suspend the use of the Services if:
- (i) you have notified us that a Device has been compromised, used without authorisation or fraudulently, or we reasonably believe this is the case;
  - (ii) we are obliged to do so by law, regulation, a court order or the instructions of a regulator.
- 10.2 If we restrict or suspend the Services, we will try to tell you and explain the reasons before we do so. If there is any legal or other reason why we cannot tell you before we take such a step, we will contact you and explain the reasons for the action afterward. We will remove the restriction or suspension of the Services as soon as possible after the reasons for the restriction or suspension no longer apply.
- 10.3 If we restrict or suspend the Services, any Cash placed in a Device prior to the restriction/suspension may not be credited as usual under Clause 7. If such Cash is not credited then, subject to our legal and regulatory obligations, we will notify you of this and arrange for that Cash to be returned to you.

## 11 Cancellation and Termination

- 11.1 This Agreement will remain in force until it is terminated in accordance with the Business Account Terms and these Terms.
- 11.2 You can end the Services by giving us 30 days' notice. We can end the Services by giving you 60 days' notice. However, we can terminate the Services at any time:
- if you enter liquidation, whether compulsory or voluntary (other than for the purpose of amalgamations or reconstruction) or permit a Receiver to be appointed in respect of all or any of your assets or have an administration order passed over you;
  - if we suspect that the Services are being used fraudulently;
  - for security reasons;
  - if you breach a term of this Agreement (including a breach of the Security Standards);
  - if the Device Provider has, under its agreement with you, suspended your use of a Device and we reasonably believe that the Device Provider will not permit you to use that Device again;
  - if your agreement with the Device Provider has ended, for any reason;
  - if you terminate your agreement with the Device Provider;
  - where the Business Account Terms gives us a right of termination without notice.
- Unless there is a security or other legal reason not to, we will notify you either before we take any action, or immediately after, and will give the reasons for doing so.
- 11.3 We can also terminate the Services if our agreement with the Carrier, relating to the collection of Cash from a Device, ends. We will normally give you 60 days' notice if this happens. However, if our agreement with the Carrier ends sooner than this for any reason, we may have to give you less notice of termination of this Agreement, or no advance notice at all.

- 11.4 We will cease provision of the Services upon termination of this Agreement.
- 11.5 Where the Services end but you still hold Cash in a Device in respect of which we have credited value to your Account, you must permit us, the Carrier, or anyone else appointed by us, to have access to the Device(s) during Opening Hours (or, if the Outlet is no longer open for business, during the hours of 08:00 and 18:00 on a Business Day), including to remove the Cash from the Device(s). If you do not do so, you agree that we may deduct an amount from your Account (or any other account you hold with us) which is equal to the value we have credited to your Account in respect of that Cash, without giving you further notice.
- 11.6 Termination or variation of the Services will not impact or affect the Business Account Terms which shall continue in full force and effect.
- 11.7 Your rights and obligations under the agreement you have in place with the Device Provider for the provision and maintenance of a Device are separate to those in this Agreement. On termination of this Agreement you will need to consider separately how your agreement with the Device Provider is impacted.

## 12 Changes to the Terms

- 12.1 We may change these Terms (this includes changing or introducing new fees) for any reason.
- 12.2 Notification of changes to the Terms:

If we:	How we'll give you notice
Introduce a new service	We may make the change immediately and will provide you with details of the change within 30 days.
Decrease or remove a fee	
Make any other changes to these Terms (including the introduction of a new or revised fee)	We will give you at least 60 days' notice.

We'll assume that you have accepted the changes unless you end the Services or close your Account during the notice period. You always have the right to end the Services or close your Account in accordance with this Agreement.

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- 12.3 If you change a Device and/or change Device Provider, and we agree to provide the Services in relation to the new Device and/or Device Provider, we can vary these Terms to reflect the use of the new Device and/or Device Provider. If this happens, we may make the change immediately and will notify you either before the change comes into effect or at the earliest opportunity afterwards.

## 13 Authority to debit and/or credit

- 13.1 We are irrevocably authorised to debit and/or credit your Account with any Charges and in relation to any Cash discrepancies (as set out in clause 7.5).
- 13.2 You agree that all such debits/credits shall be valid and effective any fully binding on you.

## 14 Law and jurisdiction

- 14.1 If your Account is held at a branch in Scotland, Scots law applies and the Scottish courts have exclusive jurisdiction over any disputes between us. If your Account is held at a branch elsewhere, English law applies and the English courts have exclusive jurisdiction over any disputes between us.

## 15 Making a complaint

- 15.1 If you're not completely happy with our service, we'd like you to let us know so that we can resolve your complaint as quickly as possible. You can contact us by:
  - (i) visiting your nearest branch;
  - (ii) calling your Relationship Manager, your Business Manager team or 0345 711 4477, (Minicom 0800 917 0526); if you have access to our 24-hour Telephone Banking Service, our advisers are available at all times;
  - (iii) visiting [natwest.com](https://www.natwest.com) (click on the "Contact NatWest" link and click on "Make a Complaint"); or
  - (iv) writing to your Relationship Manager or the Manager at your Account holding branch.
- 15.2 Our complaints process is set out in full in our leaflet Unhappy with our service? – Making things better which you can see online or request from your relationship manager or one of our branches.
- 15.3 We will do our best to respond to your complaint and resolve it as soon as we can but if you're not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints made by consumers and protected customers.
- 15.4 Our response to your complaint will outline any deadlines you have to contact the Financial Ombudsman Service. 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).