

This is your card agreement. It's an important document that you should read carefully.

<b>We</b>	The Royal Bank of Scotland Plc, Commercial Cards Division, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ whose head office is at 36 St Andrew Square, Edinburgh EH2 2YB.
<b>You</b>	The business customer(s) named on the application form.
<b>Card</b>	When we refer to your Card we are referring to your plastic credit card, any additional cards on your account and your credit card account and credit card details (including any online or mobile banking log-in information or security details).

## 1. Your Business Credit Limit and Cash Limit

Use of your Card is subject to your Business Credit Limit and your Cash Limit. If you want to know what your limits are at any time, please ask us.

### 1.1 What is your Business Credit Limit?

Your Business Credit Limit is the maximum amount that you can owe on your Card at any time and you must not exceed it. We'll tell you your Business Credit Limit and we may change this limit.

### 1.2 What is your Cash Limit?

Your Cash Limit is the maximum amount of Cash Transactions you can owe on your Card and you must not exceed it. Your Cash Limit will be lower than your Business Credit Limit and it is 50% of your Business Credit Limit unless we tell you otherwise. We may also tell you that we have set a maximum amount of Cash Transactions or ATM withdrawals that you can make in a day or other period. If we do this we may refuse any Cash Transactions or ATM withdrawals that exceed that amount.

### 1.3 What is the Cardholder Credit Limit?

Where we agree to issue additional cards to cardholders nominated by you we will limit the amount that can be owed on each card. The maximum amount that can be owed on any one individual card is the Cardholder Credit Limit; we will inform you and the cardholder of this limit. You must ensure cardholders do not exceed their Cardholder Credit Limit.

### 1.4 Changing your Business Credit Limit, Cash Limit or your Cardholder Credit Limit(s)

We can change your Business Credit Limit, Cash Limit or your Cardholder Credit Limit at any time. We will only reduce these limits for a good reason, such as a change in your financial circumstances. If we increase the Business Credit Limit or your Cardholder Credit Limit we will give you at least 30 days' notice.

You can ask us not to increase your Business Credit Limit in the future.

You can ask to increase or decrease your Business Credit Limit or your Cash Limit at any time. Before agreeing an increase we'll assess your ability to repay.

## 2. How you can use your Card

### 2.1 Use of your Card

Cards are only available for business use and must not be used for any personal spend.

We will only issue Cards to customers with a business address in the United Kingdom and who are registered for tax in the United Kingdom.

We may allow a Balance Transfer to the Card. If we do this we will tell you the interest rate, any charges and any additional terms that apply. There is a minimum amount of £100 for all Balance Transfers.

You must not use a Card if it has been suspended or cancelled, or for any illegal purpose.

### 2.2 Transactions you can carry out with your Card

There are three different types of transactions you can make using your Card:

<b>Purchases</b>	You can pay for goods and services with your Card. These will be treated as Purchases unless they fall within any of the types of transactions below.
<b>Cash Transactions</b> Cash Transactions include transactions which you might not realise are classed as cash, so please read the list carefully.	Cash Transactions are when you: <ul style="list-style-type: none"> <li>• withdraw cash using your Card;</li> <li>• buy payment cards, vouchers, travellers' cheques and foreign currency;</li> <li>• repay borrowing (excluding Balance Transfers) – for example making a loan repayment; or</li> <li>• undertake a gambling transaction.</li> </ul> <p><b>Please note that a Cash Fee of 3% (minimum £3) is charged for all Cash Transactions. Please see Condition 11.1 of your General Conditions.</b></p>
<b>Balance Transfers</b>	Balance Transfers are when we allow you to use part of your Business Credit Limit to pay off a card debt with another lender (minimum £100).

### 3. Your interest rates

The interest rates you need to pay on different types of transactions are set out in the table below:

Transaction type	Monthly Rate	Annual Rate
Purchases	1.408%	16.9%
Balance Transfers	1.408%	16.9%
Cash Transactions	1.408%	16.9%

All rates shown are variable, unless stated as fixed. They will apply until we change them.

We may change any variable interest rates at any time. We will give you at least 2 months' written notice before any change automatically takes effect, unless it's a rate reduction or a change you've asked for and we've agreed to, in which case we may make it immediately and confirm it to you in writing within 30 days. You can opt out of any rate increase by giving us notice to close your account.

If you take up any special offer, the terms of that offer, including any transaction fee, will apply. If you break the terms of this agreement we may reduce or end any special offer by giving you written notice.

### 4. Paying what you owe on your Card

We'll issue you with a monthly statement showing all amounts charged to your Card since your previous monthly statement and your Card balance. You can pay the whole balance or part of it, but you must pay at least the minimum amount on your monthly statement by the payment date. Your monthly statement will explain how to make payments. We may not issue a monthly statement if the balance is zero and there have been no entries since the previous monthly statement.

You must make the minimum payment each month from a business account in your name.

The minimum payment will be the greater of:

- (i) £5 or the full balance if less; or
- (ii) that month's interest, any Default Charges, 1/12th of any annual fee and 3% of the remaining balance (excluding any annual fee).

Any overdue amounts, which will be included in the total amount you are required to pay, are payable immediately. When we ask, you must immediately pay us any amount you owe over your Business Credit Limit.

We may formally change the status of overdue amounts so that they are no longer considered overdue; this will not change your overall balance but will reduce your arrears and may mean that you are no longer in arrears. We will only take this action where it is in your interest, for example:

- in order to give effect to a payment deferral we are providing in exceptional circumstances; or
- because we have demanded payment of some sums in error.

RBS03490 (29/11/2022)

Page 2 of 13

When we take this action, we will tell you.

We encourage you to pay more than the minimum amount each month. You will clear your balance more quickly and pay less interest. If you're finding it difficult to make payments please tell us so that we can try to help.

You must not make payments to your Card that create a positive balance on your account. We may return any credit balance to you or apply it to a current account you hold with us.

You can also access details of your up to date balance, payments and other transactions by using ClearSpend, our app based and online cards management tool, or calling us. Please visit our website or give us a call if you'd like more information on this service.

### 5. Your right to cancel

You have 14 days to cancel this agreement, without giving us a reason.

That 14 day period starts the day after we inform you of your credit limit and ends 14 days afterwards.

You can cancel by:

- writing to The Royal Bank of Scotland Plc, Commercial Cards, PO Box 5747, Southend-on-Sea SS1 9AJ; or
- calling us on 0345 301 6264 (Relay UK 18001 0345 301 6264).

You must pay your full balance and interest without delay and within 30 days of telling us you would like to cancel. If you do this you will not have to pay any fees or other charges. You can get details of what you owe, including any interest payable on any balance (and the amount of interest payable per day) by calling us on the number above.

You can pay your balance and interest by:

- sending a cheque payable to The Royal Bank of Scotland Plc, Commercial Cards, Milton Keynes, MK77 1SE;
- or we can advise you of alternative payment options on request.

### 6. Getting in touch

If you need to contact us for any reason (including to notify us of a lost or stolen card or suspected misuse), these are our contact details:

**Phone** us on: 0345 301 6264  
**Lost or stolen cards** (24 hours):  
0800 0964 743 (or if you're overseas  
+44 1268 500 813)

(Relay UK 18001 0345 301 6264).

You can also let us know about a lost or stolen card by visiting your nearest branch.

Or **write** to us at: Royal Bank of Scotland Commercial Cards, PO Box 5747, Southend-on-Sea SS1 9AJ.

## 7. Features of your Card

### 7.1. Your Card

We'll issue you a Card and a PIN (personal identification number). You must sign the back of the Card and follow any activation procedures we tell you about before using the Card.

We may, at any time, reissue a Card or issue you a different type of Card to the one you applied for and we may change the payment scheme of your Card (such as Visa or Mastercard®).

### 7.2. Additional cardholders

You can apply to add someone else as an additional cardholder on your account. If we agree to issue a Card to an additional cardholder, you will be responsible for paying for all transactions they make and any other actions they take in relation to your credit card account. Any references in this agreement to things that you must do in relation to your Card (in particular, when it's lost or stolen) apply equally to other Cards issued on your account and references to use of the Card apply in the same way to additional cardholders.

You must ensure that any additional cardholder reads and complies with the terms of this agreement. Any additional cardholder must only use the Card issued with his/her name and only for the purposes of your business.

We may limit the number of additional Cards we'll issue to you, and we might refuse to issue a Card to someone if we can't verify their identity.

You must tell us as soon as possible if there are any changes to an additional cardholder's details or if they are no longer authorised to have a Card.

## 8. Making transactions with your Card

### 8.1. Authorising transactions

All transactions you make will be charged to your Card. A transaction is authorised where you:

- follow the procedures required by the merchant, which may include:
  - entering the PIN or your Card details;
  - providing any other security code;
  - signing something;
  - using a card reader;
  - using a contactless payment unit; or
  - providing any other details requested;
- use your Card to withdraw cash;
- use your Card to request a Balance Transfer; or
- by any other means we tell you are available.

Some services let you create a digital copy of your card (for example, by adding your card to your mobile device to make contactless mobile payments or by saving your card details online to let you make payments more quickly). If you use your card in this way, any payments will be treated as if you used the physical card.

Authorisation can cover single transactions or recurring transactions. Recurring transactions are regular payments that you authorise a third party to collect from your Card in future on a regular basis (for

example, for an insurance policy or car breakdown cover). Recurring transactions differ from a Direct Debit because they are set up by you directly with a third party, without our involvement and they are not covered by the Direct Debit Guarantee. You may cancel recurring transactions either by calling us or contacting the merchant which is collecting the payments, in each case by the end of the business day before the next transaction is due to be made. If you ask us to cancel a recurring transaction, you should also inform the merchant because your cancellation doesn't affect any on-going payment obligations you may have to them.

### 8.2. Stopping a transaction

Generally, once authorised, a transaction cannot be stopped so it's important that you don't authorise a transaction unless you are absolutely sure you want to make it. If you want us to try to stop the transaction you must contact us as soon as possible.

You can stop a transaction that is due to take place on a date after the date you authorised it if you tell us by the close of business on the day before the transaction is due to take place.

### 8.3. When we may refuse to process a transaction

We may refuse to authorise a transaction for any of the following reasons:

- any of the reasons in Condition 15 below;
- you'd go over your Business Credit Limit, Cardholder Credit Limit or Cash Limit if we authorised it;
- there are systems or software failures;
- there are errors, failures or refusals by merchants or third parties involved in processing transactions;
- you have requested any relevant restriction on the Card or transactions;
- we think the transaction is suspicious or may be illegal, including where we reasonably believe that you did not authorise it; or
- the merchant involved falls within a category that we've determined poses a high risk of not providing the goods or services you are expecting or we determine that the transaction falls within a category that poses a high risk of financial loss to our customers.

If we refuse to process a transaction we will notify you. You may be able to correct any information which led to the refusal. If we can we'll give you the reason for the refusal, unless there's a legal or security reason which means we can't. Please give us a call if you have any queries. Depending on the type of transaction we may tell you the reason for the refusal at the point of transaction or online. We will not be liable if any merchant, bank or ATM does not accept a Card.

### 8.4. When transactions will take place

If we authorise a Card transaction, this will immediately reduce the total amount of credit available within the Business Credit Limit and the relevant Cardholder Credit Limit. We will transfer funds to cover authorised transactions over to the merchant acquirer by the next business day after

we've received the instruction to make the payment. This may take an extra day if authorised using a paper based authorisation process.

For Purchases and ATM transactions, a transaction (the payment order) will be received when we receive the transaction instruction from the merchant acquirer or ATM operator.

For Balance Transfers or other transactions that are communicated directly to us, a transaction (the payment order) will be received when you or a cardholder asks us to complete the transaction. If we receive a transaction on a non-business day or after 6pm on a business day, the transaction or request will be treated as having been received by us on the next business day. The receiving bank account is usually credited on the day that your account is debited (and always within 1 business day of us receiving the payment instruction, although this may take an extra day if authorised using a paper based authorisation process). If it is not possible to send a payment by the Faster Payments Service, you will be given the option to make payment via an alternative payment method if available (e.g. CHAPS). We will tell you if there are any charges for this.

## **8.5. How you can give us instructions**

When you open your account, you will appoint an authorised signatory who can request changes to your Card and the details we hold for you. We will accept instructions from the authorised signatory in writing (including by fax and email). We may also accept instructions from you which are consistent with the authority held by us. Provided that the signature on the written instructions appears to be that of an authorised signatory or is consistent with the authority held by us, then we are entitled to assume that the instructions are accurate and are entitled to comply with them.

We may also accept instructions over the telephone if we agree this with you. Before taking instructions over the telephone, we will ask the person on the telephone certain agreed security questions. If the person is able to provide the correct answers, we will assume that the person is an authorised signatory or other person entitled to provide instructions to us, assume the accuracy of the instructions and comply with them. The Bank may also accept instructions through any digital platform that the Bank makes available to the Customer, subject to the terms of that platform. When accepting instructions via a digital platform, the Bank may assume that any such instructions are provided with the Customer's full authority.

You can also give us instructions through third party providers that you have authorised to act on your behalf (like account aggregator services, which let you view information about all your accounts held with different banks in one place).

For Balance Transfers and other instructions that are communicated directly to us, you must give us correct details for the recipient account, including, for a Balance Transfer, the credit card number.

RBS03490 (29/11/2022)

Page 4 of 13

## **8.6. Transactions where the amount is not known at authorisation**

You may sometimes use a Card to authorise a transaction where the amount to be paid is not known, for example when you check into a hotel or hire a car. If this happens:

- you should be asked to confirm the exact amount that will be blocked on your account. If you have agreed that an exact amount can be blocked, we will reduce the available credit and that amount will not be available for you to use. Once we become aware of the amount of the transaction, we will release the blocked funds and restore the available credit. Please note that if you make the payment using a different card or payment method (for example, cash), we will not know that payment has been made and it may take us longer to restore your available credit, but we will usually release the blocked funds within 7 days; and
- you may be entitled to a refund where the final amount charged is more than the amount you could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction. A claim for a refund in these circumstances will not be accepted if:
  - the amount of the transaction was made available to you at least 4 weeks before the transaction date; or
  - the claim is made more than 8 weeks after being debited to the Card.

## **9. Keeping your Card safe**

### **9.1. What you need to do to keep your Card safe**

You must:

- keep all of your security details safe (including your PIN and any passwords or log-in details for telephone, mobile or online banking). This means that you mustn't give these details to any person who is not authorised to access your account or record them in a way that could allow another person to access them;
- be aware that if you give your online security details to a third party provider, we're not responsible for what they do with your details or account information;
- keep your Card secure at all times and not let anyone else use it;
- if you're logged on to online or mobile banking, not leave the device (for example, the mobile phone or computer) you're using unattended and make sure that any information stored or displayed on your device is kept secure;
- not let anyone add their fingerprint to your device (for example, your mobile phone or tablet) if you use that device to log-in to mobile banking or make contactless mobile payments;
- notify us immediately of any change of your or any cardholder's details, including names, your address, telephone number or email address;
- return to us or destroy any Card where a cardholder is no longer permitted to use it;
- notify all suppliers with a continuing payment authority that a Card has been cancelled; and



- help us to recover any Cards and to investigate any loss, theft or any disclosure of a PIN, password or other security details.
- make sure your Card details are put into and only used through merchant booking tools which offer appropriate security in accordance with payment card industry - data security standards and appropriate protection for data in accordance with the general data protection regulation.

**We'll never ask you to disclose your full 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, you must not share your details with them.

Some third party providers might ask you for your online security details 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 account.

## 9.2. What you must do in the event of a lost or stolen Card

You must tell us without delay if you know or suspect that:

- a card is lost or stolen;
- your PIN, password or other security details are known to an unauthorised person;
- a transaction was not authorised;
- a card that was reported lost or stolen has been found.

How to get in touch is set out in Condition 6 above.

We may disclose information to third parties in relation to lost or stolen Cards.

## 9.3. How we'll tell you about suspected fraud on your account or other security threats

If we suspect or become aware that your account may be subject to fraud or security threats, we'll contact you using the most recent details we hold for you. We may do so using any of the means of communication set out in Condition 17 below. Remember, we'll never ask you to disclose your full security details to us or to any other person or organisation.

## 9.4. What you have to pay if someone else uses your Card

You may be entitled to a refund for unauthorised transactions (including related charges and interest), depending on the circumstances:

- We will not refund you if you, an additional cardholder or an authorised signatory:
  - have acted fraudulently; or
  - have, deliberately or with gross negligence, breached Condition 9.1 or Condition 9.2 above, except where the next bullet point applies.
- Unless you, an additional cardholder or an authorised signatory have acted fraudulently, we'll refund you:
  - where the loss, theft or misuse is our fault;
  - where you, an additional cardholder or an authorised signatory were not able to detect the loss, theft or misuse before the unauthorised transaction(s) took place;
  - where the unauthorised transaction was

carried out on the internet or by telephone or mail order;

- where we have not told you how to notify us about the loss, theft or misuse; or
- where the unauthorised transaction took place after you notified us.
- In other situations, we'll refund you, except for the first £25.

## 10. Errors with payments

### 10.1. All transactions

If a transaction from, or payment to, your account is not correctly made on time, you must tell us without delay and in any case no later than 13 months after the date on which the transaction was debited to your account or the payment debited to the payer's account.

If the error was our fault, we will be liable to refund you, including to refund any interest and account charges that you incur as a result of the payment or transaction not being made correctly on time.

### 10.2. Balance transfers and other payments initiated by us

If you provide incorrect details for a Balance Transfer or other instruction that is communicated directly to us, the transaction may not be completed or may go to the wrong account. We will make reasonable efforts to recover the payment and may charge you our reasonable costs for doing so. If we are unable to recover the payment, you can ask us to send you available information on it so that you can attempt recovery.

If you provide us with correct details, but there is an error, then Condition 10.1 above applies. You can also ask us to:

- investigate what has happened to the payment; and
- request, if the payment arrives late, that the other bank treats it as made on time (this may require them to refund interest and charges incurred on the account receiving the payment).

### 10.3. Mistaken payments made to your account

Where a payment is made to your account by mistake, we will hold the money and contact you to tell you what has happened. We will ask you to confirm if the payment was sent to you incorrectly. If we can't contact you within 15 business days, then we will return the payment to the payer. You consent to us sharing information about you with the payer's bank to help them recover the payment.

## 11. Charges and tax

### 11.1. You must pay the charges set out below in the Charges Tariff

<b>CHARGES TARIFF</b>	
<b>Annual charges</b>	
Annual Fee	<b>£30*</b>
Additional Card Annual Fee (per card)	<b>£30*</b>
<b>*unless the Spend-Based Fee Waiver is met. See Conditions 11.2 and 11.3 below for details.</b>	

<b>Default charges</b>	
Overlimit fee: if your Card is over the Business Credit Limit at any time during the statement period	<b>£12</b>
Late payment fee: if you don't pay the minimum payment by the day after the payment due date shown on your monthly statement	<b>£12</b>
<b>Charge for making a Cash Advance</b>	
Cash Fee	<b>3%</b> of the value of the transaction (£3 minimum charge)
<b>Making a transaction in a foreign currency</b>	
Purchases made anywhere in a foreign currency (for example, online purchases made in or outside theUK)	<b>Non-Sterling Transaction Fee</b> of 2.95% of the value of the transaction
Cash Transaction in a foreign currency	<b>Non-Sterling Transaction Fee</b> of 2.95% of the value of the transaction; <b>AND Cash Fee</b> of 3% of the value of the transaction in sterling including the Non-Sterling Transaction Fee (£3 minimum charge). (If you ask for the transaction to be converted into sterling at the point of sale or withdrawal we won't charge a Non-Sterling Transaction Fee.)
Any transaction in a foreign currency will be converted to Sterling at the exchange rate used by the payment scheme shown on your Card (the rate provided by Visa, Mastercard or another payment scheme). The conversion will take place when you make the transaction (normally the case for Mastercard) or when the transaction is charged to your Card (which may be on a later day). The rate may change at any time and without notice. If you want to know what the exchange rate is for the currency your transaction is in you can visit the website of the payment scheme shown on your Card.	
<b>Other charges</b>	
If a payment to us bounces or is otherwise returned unpaid	<b>£12</b>
Providing duplicate statements	<b>£1 per page (maximum charge £40)</b>
Courier card request (if you request a new/replacement card to be sent by courier)	<b>UK Address £10 Overseas Address £15</b>

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.rbs.co.uk/usingmycardabroad.html](http://www.business.rbs.co.uk/usingmycardabroad.html) The figures displayed on that page change daily and are simply to help you compare our fees with other banks across Europe.

The Bank and the customer agree that as the customer is a business customer (and not a

RBS03490 (29/11/2022)

Page 6 of 13

consumer) that for each credit card linked to the same account the bank will not, after the payment is made, send to the payer an electronic message with the above currency reference information. This is because the customer is instead able to access currency reference rate information at [www.business.rbs.co.uk/usingmycardabroad.html](http://www.business.rbs.co.uk/usingmycardabroad.html)

## 11.2. Annual Fee

The Annual Fee will be waived for the first 12 months, starting from the date that your credit card account is opened (**Account Opening Date**). Following this, the Annual Fee for the coming year will be charged on your statement after each anniversary of your Account Opening Date unless you have spent £6,000 or more on Purchases, excluding spend on additional cards, within the previous 12 month period. If so, the Annual Fee for the year ahead will be waived (**Spend-Based Fee Waiver**).

## 11.3. Annual Fee for each additional card we provide

The Additional Card(s) Annual Fee will be waived for the first 12 months, starting from the date that each additional card(s) is opened (**Additional Card Opening Date**). Following this, the Additional Card(s) Annual Fee for the coming year will be charged on the statement after each anniversary of the Additional Card Opening Date(s) unless the relevant additional cardholder has spent £6,000 or more on Purchases within the previous 12 month period. If so, the Annual Fee for the additional card will be waived for the year ahead (**Spend-Based Fee Waiver**).

## 11.4. Spend-Based Fee Waiver conditions

You will not be eligible for the Spend-Based Fee Waiver if the total value of refunds cause the total value of actual Purchases to fall below £6,000 in the relevant 12 month period. Each cardholder is eligible for the Spend-Based Fee Waiver, which is assessed on an individual card basis. Cardholders cannot combine their total value of Purchases to qualify for the Spend-Based Fee Waiver. Unless we tell you otherwise, eligibility for the Spend-Based Fee Waiver will continue annually for the duration of the agreement.

## 11.5. Tax

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

## 11.6. Other costs

If you don't make the payments due on your Card and we need to take steps to enforce this agreement against you, you will need to pay any reasonable costs (including legal costs) we incur in enforcing payment. These costs could be incurred before or after we obtain a court order against you for payment. This may include the cost of finding you if you change your address but don't tell us.

## 12. Interest

### 12.1. What you need to pay

Interest charged will be added to your account each month and shown on your monthly statement.

## 12.2. How we calculate and charge interest

Your interest rates for each transaction type are set out in this agreement at Condition 3.

Interest is charged on all transactions (Purchases, Cash Advances and Balance Transfers) at the rate applicable to each transaction.

Interest is also charged at the Purchases rate on the fees and charges in the Charges Tariff, except the fees and charges in Condition 12.3 below.

Your monthly statement will show your balance and your payment date. If you pay your full balance on time and you paid your full balance on the monthly statement before on time, you won't be charged interest on Purchases.

Interest is charged from the date a transaction or charge is applied to your Card until you repay it in full or, for Purchases, until the date of the next statement for which the full outstanding balance is cleared by the payment due date, if that is sooner.

Interest charges for a statement period are applied to your Card on the statement date but, when necessary, an adjustment (to include interest on Purchases) will be made on the next statement date.

Interest is calculated using a daily interest rate (derived from the relevant Annual Rate) on your average daily balance for each statement period.

Interest on interest is charged at the same rate as the category of transaction, fee or charge on which the original interest was charged, from the date that interest is applied to your Card.

Interest will continue to be charged after any court order for payment until the order is satisfied.

## 12.3. Things we don't charge interest on

We don't charge interest on:

- Annual fees, overlimit fees, late payment fees, and fees for payments returned to us; or
- Purchases where you have paid your full balance on your previous and current monthly statement in full by the relevant payment dates.

## 13. Making payments to your Card

Payments to your Card will not reduce your balance until the payment has cleared. Your monthly statement includes information about how long it takes for payments to clear.

We use any payments we receive to pay off:

- any overdue amounts from previous monthly statements;
- any minimum payment; and
- any overlimit amount on your Card.

You can't choose how a payment is applied to your Card. We apply any payments you make to your Card in the following order:

- to reduce sums shown on your most recent monthly statement, according to their interest rates, with the highest rate paid first; and

- if any payment exceeds your most recent monthly statement balance, the excess will then be applied to reduce sums charged to your Card but not yet shown on any monthly statement. This is also done according to interest rates, with the highest interest rate paid first.

If parts of either of the balances referred to above have the same interest rate, sums on which interest is charged on interest will reduce first.

We may give written notice allowing you not to make a minimum payment. If so, interest will still accrue.

## 14. Using money in another account with us to repay money you owe us

If there is outstanding money owed to us on your Card, we may take money from any account you have with us to repay some or all of the money you owe us on your Card. This is called 'set-off'.

## 15. Restricting the use of your Card

We may suspend, restrict or withdraw your ability to use your Card and/or reduce the Business Credit Limit and Cash Limit at any time if we reasonably consider it necessary due to any of the following:

- (a) we are concerned about the security of your account;
- (b) we believe that the Card is being used or might be used in breach of this agreement or in an unauthorised or fraudulent manner; or
- (c) as a result of a change in the way you operate your account or in your financial circumstances (including missing payments), we reasonably believe that you may have difficulty in meeting your commitments. This might include where you propose a voluntary arrangement with your creditors or where you propose a compromise or arrangement with your creditors or members or any class of them or where bankruptcy, administration or other insolvency proceedings (including a receivership or moratorium) are proposed or commenced against you or your business in any jurisdiction (except as part of a business reorganisation agreed with us).

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 tell you and explain our reasons afterwards. If you believe that we've made a mistake and want us to reactivate your Card, please contact us.

## 16. Making changes to the agreement

### 16.1. Types of changes we may make to the agreement

We may unilaterally make changes to this agreement at any time, including:

- any interest rate;
- any of the terms of this agreement (this includes changing or introducing new fees or charges); or
- any of the benefits or services associated with your Card (this includes removing or changing the provider of those benefits or services).

## 16.2. Notice we'll give you

We'll give you at least 2 months' written notice before any change is made unless:

- the change is to your advantage (such as a reduced interest rate), or
- you've requested the change and we've agreed to it,

in which case we may make the change immediately.

Any change we make will automatically take effect and you will be treated as having accepted the change unless, before the date the change is due to take effect, you contact us to tell us you don't agree to it. If you do that we will treat this as notice that you want to immediately terminate the agreement. You will not have to pay any extra charges for doing this, provided that you pay off everything that you owe under the agreement.

If you tell us that you want to close your account within 60 days of the date shown on any notice we send advising you of an interest rate increase, the increase won't apply. We'll close your account and you can pay off the outstanding balance at the existing interest rate but you won't be able to use your account for any other transactions.

If we make any other products, additional features or benefits available to you, these do not form part of the agreement unless we tell you they do and we may withdraw or change them at any time.

## 16.3. Transferring rights or obligations under this agreement

We may transfer our rights or responsibilities under the agreement to another person or organisation in the future. You agree that we may give that person or organisation (or their agent) information about you. You may not assign or transfer your rights or obligations under this agreement.

## 17. How we will contact you

We will contact you and provide notices and information to you (including monthly statements and notices of changes to this agreement) by:

- post;
- phone;
- email to the email address you gave us;
- secure message to online banking; or
- text message to the mobile phone number you gave us.

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).

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.

All communications between us will be in English.

RBS03490 (29/11/2022)

Page 8 of 13

## 18. Financial information

You must promptly provide us with any information regarding your business (including audited financial statements) that we reasonably request.

## 19. Ending this agreement

### 19.1. How to end your agreement

This agreement has no fixed or minimum duration. You can end this agreement at any time by:

- telling us that you want to close your account; and
- paying everything that you owe including all interest, fees and charges.

We will refund a proportionate part of any Annual Fee.

We may allow you to pay back what you owe over a longer period of time. If we do, the agreement will not end immediately but we will restrict your ability to use your Card as described in Condition 10. Interest and charges will continue to be applied until you have repaid everything that you owe in full.

### 19.2. How we can end your agreement

We can end this agreement:

- for any reason, by telling you in writing, at least two months before the date we want to end the agreement or on a shorter notice period where either we or any of our regulators determine we are required to do so to comply with the relevant law or regulation; or
- if you breach the terms of this agreement in a material way, by giving you notice in accordance with any legal requirements; or
- if you close your business current account with us. This is because you must have an active Business Current account with us to have a Business Credit Card.

In all cases, you'll be required to pay everything that you owe, including all interest, fees and charges (but we will refund a proportionate part of any Annual Fee). We may allow you to pay back what you owe over a longer period of time but if we do the agreement will not end immediately but we will restrict your ability to use your Card as described in Condition 15. Interest and charges will continue to be applied until you have repaid everything that you owe in full.

### 19.3. Other ways your agreement may end

We may take immediate steps to end this agreement if:

- you die;
- you enter into, or propose to enter into, a voluntary arrangement with your creditors;
- you propose a compromise or arrangement with your creditors or members or any class of them; or
- bankruptcy, administration, liquidation or other insolvency proceedings (including a receivership or a moratorium) are proposed or commenced against you or your business in any jurisdiction.

These steps will include serving notices on you and obtaining a court order if required by the law.



## 20. Making a complaint

If you're not 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:

- visiting your nearest branch;
- calling 0345 600 2230 (Relay UK 18001 0345 600 2230) or your Relationship Manager if you have one;
- visiting [rbs.co.uk](https://www.rbs.co.uk); or
- writing to Business Complaints Team, 5th Floor, 8 Brindley Place, Birmingham, B1 2TZ.

For information about our complaints handling procedure you can get a leaflet from one of our branches or request one by calling us.

We'll 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 if you meet the relevant eligibility criteria. The Financial Ombudsman Service is an independent organisation which tries to resolve complaints between customers and financial organisations where we've not been able to resolve the complaint ourselves. 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, by telephone on 0800 023 4567 or 0300 123 9123, or you can visit their website: [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk).

## 21. Waiver

If we waive any of our rights, that doesn't mean that we'll waive that right in the future.

## 22. Exclusion of liability

We won't be liable to you for loss arising from:

- anything we must do to comply with law or regulation;
- any unforeseeable circumstances beyond our control with consequences that were unavoidable;
- the loss or corruption of data, unless this was caused by our negligence or deliberate default;
- interruption of your business, loss of revenue, goodwill, opportunity or anticipated savings; or
- any indirect or consequential loss.

Nothing in the agreement excludes liability for fraudulent misrepresentation, death or personal injury.

## 23. Severability

If any term of this agreement is found to be unlawful or unenforceable, the term will be severed from the agreement. This means the agreement will continue in full effect as if the relevant term has been deleted.

## 24. The law which applies to this agreement

If the address of your business provided in the application form is in Scotland, Scots law applies and the Scottish courts have non-exclusive jurisdiction over any disputes between us.

If the address is elsewhere, English law applies and English courts have non-exclusive jurisdiction over RBS03490 (29/11/2022)

Page 9 of 11

disputes between us.

## 25. Liability of partnerships

If you are a partnership, each partner is jointly and severally liable. This means that we can ask all or just one of the partners to repay the full amount you owe and not just a share.

If membership of the partnership changes, you must tell us immediately.

## 26. Regulatory information and right to copy agreement

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We're entered on the Financial Services Register and our firm reference number is 114724.

Our registered address is 36 St Andrew Square, Edinburgh, EH2 2YB.

You may request a copy of this agreement at any time by writing to us at the address in Condition 6 above.

## 27 Confidentiality

**27.1.** We are a member of NatWest Group plc. More information about the NatWest Group can be found at [NatWestGroup.com](https://www.natwestgroup.com) by clicking on 'About Us' or contact your branch or Relationship Manager.

**27.2.** 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. We have a duty to keep customer information confidential. This section sets out how we may share your information with other NatWest Group companies and third parties.

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.rbs.co.uk/privacy](https://www.rbs.co.uk/privacy).

**27.3.** In respect of any personal information relating to a third party that you provide to us, you must:

- notify the third party that you are providing their personal information to us and obtain their permission;
- provide the third party with a copy of these terms and a copy of our Privacy Notice;
- promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
- ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.

**27.4.** 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.

**27.5.** We will not share your information with anyone outside NatWest Group except:

- where we have your permission;
- where required for your product or service;
- where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
- 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;
- with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
- 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;
- with debt collection agencies;
- with credit reference and fraud prevention agencies;
- with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- 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;
- in anonymised form as part of statistics or other aggregated data shared with third parties; or
- 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.

**27.6.** 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.

**27.7.** 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.

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

**27.9.** 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.



### SUMMARY BOX

The information contained in this table summarises key product features and is not intended to replace any terms and conditions.

<b>Interest rates</b>		<b>Monthly Rate</b>	<b>Annual Rate</b>
	Purchases	1.408%	16.9%
	Balance Transfers	1.408%	16.9%
	Cash Advances	1.408%	16.9%
<b>Interest free period</b>	<ul style="list-style-type: none"> <li>• Maximum 56 days for purchases if you pay your balance in full and on time.</li> <li>• No interest-free period on Balance Transfers and Cash Advances.</li> </ul>		
<b>Interest charging information</b>	You will not pay interest on new purchases shown on your statement if you pay your balance in full and on time. Otherwise, the period over which interest is charged will be as follows:		
		<b>From</b>	<b>Until</b>
	Purchases	date debited to your account	paid in full or the date of the first statement you pay in full and on time if that is sooner
	Cash Advances	date debited to your account	paid in full
	Balance Transfers	date debited to your account	paid in full
<b>Allocation of payments</b>	<p>We apply any payments in the following order:</p> <ul style="list-style-type: none"> <li>• to reduce sums shown on your most recent monthly statement, according to their interest rates, with the highest rate paid first; and</li> <li>• if any payment exceeds your most recent monthly statement balance, the excess will then be applied to reduce sums charged to your card but not yet shown on any monthly statement. This is also done according to interest rates, with the highest interest rate paid first.</li> </ul> <p>If parts of either of the balances referred to above have the same interest rate, sums on which interest is charged on interest will reduce first.</p> <p>For further details, please refer to your credit card terms.</p>		
<b>Minimum repayment</b>	<p>The minimum payment will be the greater of:</p> <ul style="list-style-type: none"> <li>Ⓐ £5 or the full balance if less; or</li> <li>Ⓑ that month's interest, any Default Charges, 1/12th of any annual fee and 3% of the remaining balance (excluding any annual fee).</li> </ul> <p><b>If you only make the minimum payment it will take longer and cost more to clear your balance.</b></p>		
<b>Credit Limit</b>	Minimum credit limit	£500	
	Maximum credit limit	Subject to status	
<b>Fees</b>	Annual Card Fee (for each card issued) £30 For further details, please refer to your credit card terms.		
<b>Charges</b>	<p>Cash Advances: a Cash Fee of 3%, minimum £3.00 Copies of statements: £1 per page (maximum charge £40) Courier card requests: UK address £10, overseas address £15 For further details, please refer to your credit card terms.</p>		
<b>Foreign usage</b>	<p>Transactions in foreign currencies (including purchase of foreign currency and travellers' cheques): Non-Sterling Transaction Fee of 2.95%. Where the transaction is a non Sterling Cash Advance you will also be charged the Cash Fee as above.</p> <p>To see the up-to-date rates used please visit the website of the payment scheme shown on your card.</p> <p>For further details, please refer to your credit card terms.</p>		
<b>Default charges</b>	Over limit fee	£12.00	
	Administration Fee: If the Minimum Payment is not received by the due date	£12.00	
	Administration Fee: If a payment is returned unpaid	£12.00	



## Cashback Scheme Terms and Conditions

### TO BE RETAINED BY THE CUSTOMER

#### IMPORTANT – PLEASE READ

The following terms and conditions govern the Cashback scheme associated with your Business credit card account (**Business Account**).

#### 1. Earning Cashback

1.1 Subject to these terms and conditions, you will earn Cashback on **Purchases** (as defined within your Business credit card agreement (**Agreement**)) made in the spend categories stated below at the following percentage rate:

1% Cashback on:

- Vehicle fuel (including petrol, diesel and liquefied petroleum gas) purchased at petrol stations, as identified by the Mastercard® Merchant Category Code (**MCC**) 5541 and 5542; and
- Electric vehicle charging purchased at commercial electric vehicle charging points, as identified by the MCC 5552.

#### 2. How Cashback is paid

- 2.1 You will be able to earn Cashback from the date your Business Account is opened, and Cashback will be calculated daily on eligible spend unless your Business Account is closed.
- 2.2 Cashback will be credited to your Business Account monthly (each month being a '**Cashback Month**') unless your Business Account is closed in which case any Cashback earned will not be paid. Cashback credit will appear on your Business Account monthly statement with the narrative 'CASHBACK REWARD'.
- 2.3 If you earn less than £1 in any given Cashback Month, this will accrue to the next Cashback Month until the amount of Cashback exceeds £1.
- 2.4 Cashback earned in any given Cashback Month will be used to reduce your Business Account monthly balance and will not be paid out in cash or any cash equivalent.

#### 3. When Cashback will not be earned

- 3.1 Cashback will not be earned on the following:
- 3.1.1 transactions that are not classed as Purchases (please refer to your Agreement for more information); and
- 3.1.2 Purchases that you cancel or return for a refund, credit adjustments or fraudulent transactions. When this happens we will subtract the applicable Cashback at the same rate it was earned when calculating your next Cashback reward.

#### 4. Maintaining eligibility for Cashback

- 4.1 You will be eligible for Cashback provided your Business Account remains open. If we close your Business Account in accordance with the Agreement (other than as a result of a lost or stolen card), you will lose any Cashback that has been earned but not yet credited to your Business Account.
- 4.2 We reserve the right to suspend or terminate your Cashback eligibility if you breach the Agreement.

#### 5. Ending the Cashback scheme

- 5.1 We may end the Cashback scheme if we close your Business Account in accordance with the Agreement.
- 5.2 We may change the terms of this Cashback scheme at any time and by giving you at least 2 months' notice unless the change is to your advantage in which case we may make the change immediately.
- 5.3 We may also stop providing the Cashback scheme to you by giving you at least 2 months' notice without any explanation being required. If we end the Cashback scheme at any time, we will pay you any Cashback accrued on your next Business Account monthly statement date, subject to these Cashback scheme terms and conditions.

## 6. Taxes

- 6.1 Cashback received by a business that relates to business purchases may constitute taxable income of the business and should be included in the business' tax return for the year in which it is received. Please note that as we do not provide tax advice, you should seek independent tax advice as required. This clause is based on our understanding of current tax law which is subject to change, including with possible retrospective effect.