

# NatWest MentorDigital Terms & Conditions

This document sets out the terms and conditions relating to access to MentorDigital and the Free Trial of NatWest Mentor's advice service

# In this agreement

**“Data Protection Laws”** means all laws and regulations of the European Union and the United Kingdom applicable to the processing of personal data under or in connection with this Agreement; “days” means calendar days;

**“Free Trial”** means unindemnified access to our 24/7 Employment Law & HR, Health & Safety and Environmental Management advice lines for the agreed period subject to fair and reasonable use

**“MentorDigital”** means our online management system, including management tools, forms, letter templates and guidance “month” means calendar month;

**“Registration”** means the NatWest Mentor registration page completed by You and accepted by Us,

**“We, Our and Us”** means National Westminster Bank Plc, company number 929027 with its registered office at 250 Bishopsgate, London EC2M 4AA, trading as NatWest Mentor, whose offices are at 110 Queen Street, Glasgow G1 3BX, including any of its servants, agents, employees and subcontractors from time to time;

**“You and Your”** means the business(es) or company(ies) named in the customer details section of the Registration Form.

## **Mentor Contact Information**

110 Queen Street  
Glasgow  
G1 3BX

Tel: 0800 634 7001  
Fax: 0808 280 2392

Customers with hearing and speech impairments  
can contact us by Relay UK 18001 0800 634 7001

Email: [info@mentor.uk.com](mailto:info@mentor.uk.com)  
[natwestmentor.co.uk](http://natwestmentor.co.uk)

## **1. COMMENCEMENT AND TERM OF THIS AGREEMENT**

- (a) This agreement comes into effect on the date on which the registration is completed

## **2. SERVICES**

- (a) We will provide access to MentorDigital.
- (b) We may withdraw your access to MentorDigital at any time and for any reason. If we do so, we will provide you with no less than one month's advance notice.
- (c) We reserve the right to make reasonable amendments to MentorDigital from time to time.
- (d) Access to NatWest Mentor's advice service (the free trial) will not be indemnified, so will not benefit from the legal protection insurance. The advice service is provided on a free trial basis for the agreed period only and is subject to fair and reasonable use.

## **3. INTELLECTUAL PROPERTY**

- (a) All intellectual property rights (including copyright) in any materials provided by Us to You as part of MentorDigital belong to Us. You must not use, sell, copy or amend Our materials in whole or in part without Our prior written consent.
- (b) If You request Us to use, or

incorporate any material into, any material provided by You, You warrant that the proposed use or incorporation thereof into such material does not breach any third party's intellectual property rights.

## **4. LIABILITY**

- (a) Our total liability under or in connection with these Terms, including liability (whether in contract, tort or otherwise howsoever) for all acts and omissions by Us, including acts or omissions of Our employees, agents and subcontractors is limited to £50.
- (b) We shall not be liable to You, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for:
  - (i) loss of profit;
  - (ii) loss of goodwill; or
  - (iii) any indirect, consequential loss arising under or in connection with this contract.
- (c) We shall not be liable for any losses arising from You providing incorrect or insufficient information or failing to provide necessary information in connection with MentorDigital.
- (d) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, hereby excluded.
- (e) Nothing in these Terms shall limit or exclude Your or Our liability:

- (i) for death or personal injury caused by Your or Our negligence;
- (ii) for any fraud or fraudulent misrepresentation;
- (iii) to the extent such limitation or exclusion is not permitted by law.

## 5. END OF THE FREE TRIAL

- (a) You may opt to end this Free Trial, or Your access to MentorDigital at any time, by notifying us in writing.
- (b) We may terminate the Free Trial or Your access to MentorDigital at any time, and for any reason. . If we terminate Your access to MentorDigital we will give You no less than one month's advance notice.
- (c) If the Free Trial is not terminated by You or Us in accordance with (a) or (b) above, then it will come to an end at the end of the free trial period, which will start on date the registration was completed.
- (d) At the end of the Free Trial, Your access to MentorDigital will continue, until terminated by You or Us in accordance with (a) or (b) above.
- (e) We will not be able to continue to advise You if You have an unresolved query at the end of the Free Trial.

## 6. FORCE MAJEURE

We shall not be liable to You for any breakdown of or failure to perform any obligations under these Terms as a result of an event of force majeure which shall include (but is not limited to) acts of God, war, strikes, lock outs, civil commotion, mechanical or technical difficulties, or any other cause whatsoever beyond Our reasonable control.

## 7. GENERAL

- (a) These Terms are personal to You and may not be assigned by You without Our written consent.
- (b) These Terms contain the entire contract between You and Us with regard to its subject matter and supersedes all previous contracts between You and Us in respect of such subject matter.
- (c) We will exercise reasonable care and skill in providing any advice to You based on the information provided by You, but You will remain responsible for the accuracy of that information and the consequences if it is inaccurate and for determining matters of policy or action related to that advice.
- (d) The service, advice and representation offered as a part of these Terms extends to the laws of Scotland, England, Wales and Northern Ireland (Health & Safety and Environmental only).
- (e) You must notify Us promptly of any changes to Your details, including any change to Your legal status.
- (f) You acknowledge and agree that We have the right to make reasonable amendments to these terms at any time, at Our absolute discretion.
- (g) A person who is not a party to these Terms will have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these Terms.

## 8. COMPLAINTS

Talk to Us

If You are not happy with Our Service, We would like to hear about it - that way, We can do something to put it right. At Mentor We do everything We can to make sure Our customers get the best possible

Service. However, sometimes, We do not get things right first time. When that happens, We always encourage You to tell Us about your complaint, so that We can correct the matter.

We want to:

- make it easy for You to tell Us about your complaint
- give your complaint the attention it deserves
- resolve your complaint without delay
- make sure You are satisfied with how your complaint was resolved

The following explains what to do if You have a complaint about the Service that You receive from Mentor. It also tells You how quickly We will deal with your complaint and who to contact if You are not completely satisfied with Our response.

### **How and where to complain**

If You are not satisfied with any aspect of Our Service or products, You can tell Us about your complaint in the following ways:

In writing to:

**Mentor Complaints Centre**  
**1st Floor, 10 Brindley Place**  
**Birmingham, B1 2TZ**  
**Tel: 0345 835 0035**  
**[mentor.complaints@mentor.uk.com](mailto:mentor.complaints@mentor.uk.com)**

Please note that additional personal information should not be included in any e-mail for security reasons. We will respond by telephone or in writing for the same reason.

By telephone on:

**0800 634 7001**  
**Relay UK 18001 0800 634 7001**

### **How long will it take?**

We aim to resolve your complaint straight away. However, if We have not been able to do so within one week, We will write to tell You:

- why We have not yet resolved your

complaint

- who is dealing with your complaint
- when We will contact You again

In most cases, complaints are dealt with within two weeks. If your complaint is particularly complex, it may take longer to resolve.

We will contact You regularly until your complaint has been resolved.

### **If together We cannot reach agreement**

If, together We cannot reach an acceptable resolution to your complaint within eight weeks, We will send You a letter giving Our reasons for the delay and an indication of when We expect to provide a resolution.

#### **Or**

Issue Our final response letter, which will explain Our final position. At this stage You will receive a leaflet explaining your referral rights to the Financial Ombudsman Service if your complaint is one that is eligible for referral to them. The Financial Ombudsman Service is an independent organisation. They look to sort out complaints that customers and financial businesses have not been able to resolve between themselves. If You want to contact the Financial Ombudsman Service, You will need to do so within six months of receiving Our final response letter. To find out more about the Service visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can contact the Financial Ombudsman Service by writing to:  
**The Financial Ombudsman Service**  
**Exchange Tower**  
**LONDON**  
**E14 9SR**

Alternatively, You can phone them on 0800 023 4567. Relay UK 18001 0800 023 4567

## 9. JURISDICTION

If Your registered office is located in Scotland, these Terms will be subject to the laws of Scotland and the Scottish courts will have jurisdiction to hear any disputes arising in relation to these Terms. If Your registered office is located elsewhere, then these Terms will be subject to the laws of England and Wales and the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Terms.

## 10. YOUR INFORMATION

- (a) The organisation responsible for processing your information is National Westminster Bank Plc (trading as NatWest Mentor), which is a member of NatWest Group (“NatWest”). For more information about other NatWest companies please visit [natwest.com](http://natwest.com) or contact us on Relay UK 18001 0800 634 7001 or [info@mentor.uk.com](mailto:info@mentor.uk.com)
- (b) We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other NatWest companies and third parties.
- (c) 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”).
- (d) We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing

the updated Privacy Notice on our website [www.natwestmentor.co.uk/privacynotice](http://www.natwestmentor.co.uk/privacynotice). We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

- (e) In respect of any personal information relating to a third party that you provide to us, you must:
  - (a) notify the third party that you are providing their personal information to us and obtain their permission;
  - (b) provide the third party with a copy of our Privacy Notice and these Terms;
  - (c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
  - (d) 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.
- (f) Your information may be shared with and used by other NatWest 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.
- (g) We will not share your information with anyone outside RBS except:
  - (a) where we have your permission;
  - (b) where required for your product or service;
  - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - (d) 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;

- (e) 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;
- (f) 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;
- (g) with debt collection agencies;
- (h) with credit reference and fraud prevention agencies;
- (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
- (j) 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;
- (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
- (l) 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.
- (h) 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.
- (i) 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.

- (j) RBS will not share your information with third parties for their own marketing purposes without your permission. We may transfer your information to organisations in other countries (including to other RBS 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.

## 11. DATA PROTECTION AND COMPLIANCE

- (a) Words and phrases defined in the Data Protection Laws shall have the same meanings when used in this clause.
- (b) Each party shall, in relation to the personal data it processes under or in connection with this Agreement:
  - (a) implement appropriate technical and organisational measures against its unauthorised or unlawful processing and against its accidental loss, destruction or damage;
  - (b) ensure that any person it authorises to access the personal data is subject to an appropriate obligation of confidentiality;
  - (c) notify the other party without undue delay of any actual or suspected data breach that may adversely affect the other or cause it to be in contravention of the Data Protection Laws;
  - (d) provide the other with such assistance as is reasonable in the circumstances

- for the other to meet its obligations under the Data Protection Laws relating to data subject rights, security, breach notification and communication, privacy impact assessments and prior consultation with supervisory authorities on high risk processing;
- (e) comply in all respects with the Data Protection Laws.
- (c) You acknowledge that We are the processor and You the controller of the processing We perform in providing the MentorDigital platform and described in schedule A. In relation to this processing, We shall:
- (a) only process the personal data on Your documented instructions except where We are required by law to process it for other purposes, in which case We will give You prior notice of the requirement unless prohibited by law;
- (b) not transfer the personal data outside the European Economic Area except as permitted by the Data Protection Laws;
- (c) notify You if We intend to use other processors to process the personal data (this Agreement being a general authorisation on Your part for US to engage other processors). If You reasonably object to the other processor before its appointment, and Your objection cannot be resolved, You will not be entitled to use MentorDigital;
- (d) make available to You on written request, and at reasonable intervals, sufficient information to demonstrate compliance with Our obligations as Your processor to the extent that the disclosure of such information will not itself compromise the security of MentorDigital;
- (e) return or delete the personal data on Your instructions at the end of the Service unless the law requires Us to retain it or to the extent We hold copies of the data as a controller. In relation to this processing, You shall:
- (f) ensure all personal data uploaded to MentorDigital by You or on Your behalf has been collected in compliance with the Data Protection Laws;
- (g) have sole responsibility for the accuracy, quality and legality of the personal data uploaded to MentorDigital by You or on Your behalf.
- (d) You acknowledge that We are the controller of the processing We perform in the administration of the Registration Form and in the administration and delivery of the Services except MentorDigital as described in sub-clause 11(c) above.
- (e) You shall give all privacy notices, and obtain all consents, necessary for Us to comply with the Data Protection Laws when processing personal data under or in connection with this Agreement, including giving privacy notices to data subjects that We make available to You in Our capacity as a controller.
- (f) Nothing in this clause shall imply a joint controller relationship between Us and You.

## **SCHEDULE A**

**Nature and Purpose Processing:** Processing necessary for provision of MentorDigital as described in the Service Description Document

**Duration of Processing:** Subject to sub-clause 11(c), the duration of the Agreement unless otherwise agreed in writing

**Subject Matter of Processing:** Provision of an online, interactive management system

**Data Subjects:** Your employees and ex-employees, third parties involved in accidents and health and safety incidents

**Data Types:** Personal data uploaded to MentorDigital by You or on Your behalf and comprising employee records, employee holiday, statutory leave and absence records, terms of employment and benefits, training records, accident records, health and safety investigations



## **Call NatWest Mentor**

**Please call Mentor on 0800 634 7001 Relay UK 18001 0800 634 7001**

**Calls may be recorded.**

**NatWest Mentor is a trading name of National Westminster Bank Plc.**

**Registered Office: 250 Bishopsgate, London EC2M 4AA.**

**Registered in England and Wales No. 929027.**

**National Westminster Bank Plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.**

**[natwestmentor.co.uk](https://natwestmentor.co.uk)**

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