



Current Account Terms and Conditions

Account Schedule – Business Current Account and Paid For Service

1 March 2022

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Approximate time to read: 14 minutes

Introduction

This is the Account Schedule for your Business Current Account. This forms part of your Agreement with us in respect of your Business Current Account. Except where otherwise defined in this Account Schedule, terms defined in the General Part will have the same meaning in this Account Schedule.

Any references to “**Company**”, “**you**” or “**your**” in this Account Schedule, mean the legal entity in whose name the Business Current Account has been opened and who is agreeing to this Account Schedule.

This Account Schedule has two parts. Part 1 applies to your Business Current Account. Part 2 also applies if you sign up to use a Business Current Account Paid For Service.

Confirmation Statements

You confirm that:

- the person entering into this Account Schedule on your behalf is an Authorised Individual (and that you will provide reasonable written evidence of such authority promptly on request);
- each Authorised Individual has the capacity and authority to enter into this Account Schedule (and the Agreement), give us instructions, and manage the Business Current Account on your behalf;
- any details (including personal data) of any Person of Significant Control and of other Authorised Individuals are accurate and have been lawfully supplied to us by you for the purposes of commencing the registration of their details for the Business Current Account;
- you will keep the status of each Authorised Individual and any Person of Significant Control up to date on the UK Companies House public register;
- each Authorised Individual, Person of Significant Control or LLP member (as applicable) is resident in the United Kingdom;
- the Company is a separate legal entity, which is incorporated, registered and has its centre of main interest in the United Kingdom;
- the Company is not engaged in or linked in any way to any of the business activities listed in the Annex to this Account Schedule;
- the Company is not a holding company;
- the Company is not denoted as “in dispute” by the Companies House API;
- no other company, partnership or unincorporated association has any holding or control in the Company;
- the Company is a going concern, meaning it will continue operating, is not the subject of any step or action relating to its entering administration, provisional liquidation or analogous procedure and is not in the process of being wound up or removed from the UK Companies House register;
- neither the Company, nor any of its Authorised Individuals, People of Significant Control, LLP members (as applicable), directors, officers, employees, representatives or shareholders are the subject of any sanctions administered or enforced by any Sanctions Authorities;
- none of the Authorised Individuals, People of Significant Control or any other Authorised Individual of the Company, are currently bankrupt or subject to a County Court Judgement or an Individual Voluntary Arrangement;
- your Business Current Account is for business purposes and use only;
- your Business Current Account is your only Business Current Account with us; and
- your Business Current Account is not a Client Money account and you do not use our services to hold and/or carry out transactions with Client Money.

If any of the confirmations listed above become false, inaccurate or misleading, you must inform us immediately.

Additional Definitions

“**Authorised Individuals**” means all individuals who are directors or LLP members (as the case may be) of the Company included on the UK Companies House public register and who are authorised to operate and manage the Business Current

Account on behalf of the Company (and “**Authorised Individual**” means any one of them).

“**Client Money**” means money (whether in the form of cash, cheque or otherwise) which is held or received for or from a client, including money held by you as a stakeholder, which is not immediately due and payable on demand into the Company’s own account.

“**Confidential Information**” means any information which has been designated as confidential in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of a party to this Account Schedule, including IPR, together with all information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential.

“**Data Processing Agreement**” means the document (as updated by us from time to time) as set out at <https://www.starlingbank.com/docs/legal/extra-services-data-processing-agreement.pdf>.

“**Extra Service**” means the extra account functionality included as part of a Paid For Service.

“**Intellectual Property Rights**” / “**IPR**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Paid For Service**” means the subscription service you subscribe to as part of your Business Current Account. Each Paid For Service is made up of a selection of Extra Services as determined by us from time to time.

“**Person of Significant Control**” means the person or those people listed in your Company’s public persons of significant control register, because they meet the conditions in Schedule 1A of the Companies Act 2006 or Part 8A of the Limited Liability Partnership (Application of Companies Act 2006) Regulations 2009 (or any future update or replacement to those laws).

“**Sanctions Authorities**” means the following national and supra-national authorities: United States Department of Treasury’s Office of Foreign Assets Control, the United Nations Security Council, the European Union and the UK’s Office of Financial Sanctions Implementation within Her Majesty’s Treasury.

PART 1

Your Business Current Account

Operation of your Business Current Account

Each Authorised Individual will have equal and full rights in respect of the operation of your Business Current Account and we will not require authorisation from all Authorised Individuals before carrying out an instruction from any one of them individually. However, if you wish to close your Business Current Account you will need to follow the procedure as set out below at Closure of your Business Current Account.

We are entitled to rely on the authority of any Authorised Individual until such time as we receive written notice from the Company that such authority has been withdrawn and we have had reasonable time to act upon such notice.

We will not be liable for any losses the Company may incur as a result of carrying out instructions from an Authorised Individual who acts outside the authority granted to them by the Company or any restrictions imposed by the Company’s articles of association, including (without limitation) in circumstances where the Authorised Individual has acted or is acting with fraudulent or criminal intent in respect of the Business Current Account or the Company’s funds.

Access to your Business Current Account

Each Authorised Individual will have access to the Business Current Account through the App and Online Banking and will have full permission to use any of the features without having to seek permission from any other Authorised Individual, including in relation to granting Third Party Providers access to, and authority to make payments from, the Business Current Account. All Authorised Individuals will be able to see all payment transactions made on the Business Current Account and access all other features of the App and Online Banking in relation to the Business Current Account and this may include seeing the full support history on the Business Current Account for all Authorised Individuals.

Maximum Payment Limits and Restrictions

Payments from your Business Current Account are subject to limits and restrictions we set from time to time, such as to the maximum amounts you can send on: (i) an individual payment basis; and/or (ii) a daily or other periodic basis. You can find out more about these limits and restrictions in the App and on the website. We may consider allowing you to make a payment transaction beyond any such limits or restrictions - please get in touch with us to request this.

Change of Control

If there is a change in any Person of Significant Control, you must notify us immediately.

Where you inform us of a change of Person of Significant Control or we become aware of such an event, we may close the Business Current Account immediately.

Overdraft Facility

If we offer you an Overdraft Facility and you accept it, Section 4 (Overdrafts) of the General Part will apply to your Overdraft Facility. In addition, the following terms apply to any Overdraft Facility we may offer you:

- you may use the Overdraft Facility for working capital purposes only;
- we are under no obligation to monitor your use of the Overdraft Facility; and
- you will provide us with any further financial or other information about the Company that we may require in connection with the provision of your Overdraft Facility.

Disputes

If you inform us or we become aware of a dispute within the Company, we will go through the following process:

1. we will place a restriction on the Business Current Account to state that we will only take written instructions via the App sent by all Authorised Individuals (this means we will not process payment instructions from the Business Current Account unless authorised to do so by all the Authorised Individuals); and
2. we will only remove the restriction when all the Authorised Individuals have confirmed in writing that the dispute has been resolved.

It is your responsibility to inform us if there is any such dispute. Following notification of a dispute, we will continue to allow existing direct debit mandates unless all the Authorised Individuals confirm in writing otherwise.

Closure of your Business Current Account

You may request that we close the Business Current Account, by providing written instructions from at least one Authorised Individual to do so.

In addition to our rights set out in “*Restricting and Closing your Account*” in Section 3 (*Managing your Account*) of the General Part, we may close, restrict or suspend your Business Current Account immediately on notice and terminate our Agreement in respect of your Business Current Account if:

- any of the statements listed in the “Confirmation Statements” above are or become false, inaccurate or misleading or we reasonably suspect they are;
- the Company is wound up and removed from the UK Companies House register for any reason;
- we become aware that any action, proceedings, procedure or step is taken in relation to the winding up, dissolution, administration or reorganisation of the Company or the Company goes into insolvency, has a winding up petition filed against it, has a receiver or administrator appointed in respect of it, is unable to pay its debts as they fall due or, in respect of any of the foregoing, any analogous or similar procedure is instituted against it;
- we become aware of any dispute between any Person of Significant Control and/or Authorised Individuals;
- in the event of a change of control of the Company, any new Person of Significant Control does not pass our identification and verification procedures; or
- we need to verify any matter or activity related to your Business Current Account.

PART 2

Your Paid For Services and Extra Services

You may choose to subscribe to a Paid For Service if you hold a Business Current Account with us.

You can do this by applying through the App or on Online Banking. Extra Services are intended for use only: (i) in the United Kingdom; and (ii) with your £ Sterling denominated Business Current Account.

We may make changes to Paid For Services from time to time including amending which Extra Services are included in a Paid For Service.

We may carry out maintenance to any Extra Service(s) from time to time and where this happens, we will let you know when we plan to do so and for how long any Extra Service(s) will be unavailable. If we have an emergency or need to do unplanned maintenance on any Extra Service, we will try to let you know as soon as possible.

Although we try and make sure an Extra Service is available, we do not guarantee a continuous and uninterrupted service. We will not be liable to you if you suffer any loss in such circumstances.

Monthly subscription fee for Paid For Services

We will apply a monthly subscription fee (paid in advance) for the Paid For Service you subscribe to. The amount and the timing of the subscription fee will be set out in the Rates, Fees and Charges information sheet for all GBP Business Current Accounts and GBP Sole Trader Current Accounts. If you sign up for a Paid For Service part way through a month, at our discretion we may waive the subscription fee for that partial month provided you keep the Paid For Service active until at least the first day of the following month (and we have successfully taken payment for that month).

Once available, you can request we change the Paid For Service you are subscribed to by contacting us. We will aim to complete your request as soon as possible. Your request may result in a change to your monthly subscription fee.

Confidentiality

Unless any disclosure is required by law or regulation:

- You will keep our Confidential Information confidential and you will not share it with any third party without our prior written consent.
- We will keep your Confidential Information confidential and we will not share it with any third party without your prior written consent.

Data sets

We may create, collect and use anonymised data sets from your use of each Extra Service. You agree that we may use these data sets for our commercial purposes and for sharing such anonymised data sets with third parties. We own the IPR in such data sets.

Termination of a Paid For Service

You may ask us to terminate any Paid For Service immediately through the App or by contacting us. Your access to the Paid For Service will stop at the end of the month that you make the request.

Subject to our immediate termination rights as set out below, we may terminate or suspend any or all Extra Service or Paid For Service by giving you at least two months' notice

We may terminate or suspend any or all Extra Service(s) or Paid For Service immediately and without notice where:

- we close, restrict, or suspend your Business Current Account;
- we are required by law or a regulator to do so; or
- you breach the terms of the Agreement including this Account Schedule.

Where we terminate or suspend immediately in such circumstances, we will try and give you notice before doing so unless we are allowed not to under the Agreement or we are not allowed to do so by law or regulation.

On the termination or suspension of any Extra Service or a Paid For Service:

- Your licence to use any or all Extra Service(s) is terminated and you will no longer be able to use that Extra Service or Paid For Service.
- On termination, we will stop charging you the monthly subscription fee. On suspension, we will not charge you the monthly subscription fee until we reinstate your Paid For Service.

- Subject to you having a Business Current Account with us and not having breached the terms of this Account Schedule, we may allow you limited access to view and download some historic data from the Paid For Services (in addition to any historical data you are entitled to at law). The scope of this limited access will be set out on our website (as amended by us from time to time).

Limitations of our liability for your use of Paid For Services

Subject to any other limitations of liability and exclusions set out in this Account Schedule – Part 2 and also without impacting any areas of liability we cannot exclude at law:

- we will not be liable to you for any special, indirect or consequential costs, damages, charges or expenses of any nature; loss of profits; loss of business, contract or goods; loss of revenue; loss of use; loss or depletion of goodwill or similar losses; or loss of anticipated savings; and
- our total aggregate liability to you for all losses, claims, damages, costs or expenses arising out of or in connection with all Paid For Services in any circumstances, whether in contract, tort (including for negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise shall be limited to 3 x the total amount of monthly subscription fees you paid us for the Paid For Services in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

Third Party Rights

Except for any of Starling's Affiliates, nothing in this Account Schedule confers or is intended to confer a benefit enforceable by a person who is not a party to it and no term of this Account Schedule is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Account Schedule. We may vary, terminate, suspend or rescind this Account Schedule without the consent of any third-party beneficiary.

Specific terms for Extra Services

Licences for each Extra Service

We grant you a personal, non-exclusive, UK based and limited licence for each Extra Service you are permitted to use for your own internal business purposes. We (or our licensors) own all the IPR in each Extra Service. You can use Extra Services on Online Banking, and once available, on the App. You must not sub-licence any Extra Service.

Your IPR

Where you upload any IPR to our systems as part of a relevant Extra Service (for example your logo, personalised invoice design or in supplier receipts or bills) you grant us a licence to use such IPR to provide the relevant Extra Service to you. You warrant and represent that you have the full rights to such IPR and **you fully indemnify us, on an unlimited and uncapped basis, against any claims and losses we may suffer due to any third party claim that use of such IPR infringes their rights.**

General limitations for Extra Services

Each Extra Service is offered as is and except for those warranties or representations expressly set out in Part 2 of this Account Schedule, all other warranties or representations (whether express or implied) are excluded. To the extent permitted at law, we do not accept any liability for any losses you may suffer as a result of you using any Extra Service including where a third party is involved.

For each Extra Service where you are required to enter or scan information into it, such as to record expenses or income and generate documents (including invoices or tax submissions), you must ensure such information is accurate and that any document created by an Extra Service is accurate before using it or sending it to any third party, including relevant tax or regulatory authorities. Subject to such information being accurate, we warrant that our Extra Services with VAT estimation and management functionality conforms to the Her Majesty's Revenue & Customs (HMRC) UK VAT guidance for the completion of VAT returns as at the date you enter into this Account Schedule.

Collection of information about and submission of VAT to the relevant tax or regulatory authorities relies on technology from relevant tax and regulatory authorities and other third parties and we will not be liable for your use of these technologies. You remain fully responsible for your tax affairs and for paying any tax liabilities due to the relevant tax or regulatory authorities.

Where you use an Extra Service which allows you to connect to a third party (such as HMRC for your VAT profile), you must ensure you have registered and maintain your registration with such third party.

Personal data of your clients or suppliers

Where you use an Extra Service which allows you to upload personal data to our systems and we act for you as your Data Processor:

- Before you share any personal data of your clients or suppliers with us as part of the relevant Extra Service (for example to upload contacts to your invoicing address book or a bill containing supplier details), you must ensure you have all rights and permissions (including regulator registration) needed to do this and you warrant and represent to us that this is the case. Unless we are at fault, you fully indemnify us on an unlimited and uncapped basis, against any third-party claims and losses we may suffer due to your breach of this paragraph and/or the Data Processing Agreement.
- You are the Data Controller of your clients or suppliers' personal data you upload as part of your use of the relevant Extra Service. We are your Data Processor for such personal data, and we will process this personal data as described in the Data Processing Agreement.

ANNEX

Entities engaged in, or linked in any way to, any of the following activities may not open or have a Business Current Account with us:

- banking and/or deposit taking;
- consumer credit activities (except where acting as a broker), including debt management and debt collection firms;
- FCA regulated investment business;
- claims management services;
- electronic money;
- insurance and reinsurance business (except where acting as a broker);
- home finance business (except where acting as a broker);
- pensions;
- credit reference agencies;
- exchanges (including currency and commodity exchanges);
- virtual currencies;
- money transfer (including Money Service Bureaus);
- prepaid and/or stored value cards;
- defence or weapons (including manufacturing and/or distribution of weapons, explosives or armaments);
- gambling or betting (including the establishment or operation of lotteries or competitions);
- money lending;
- activities undertaken by unregistered or unregulated charities;
- dealing in antiques, art, watches, precious metals or precious stones;
- dating or escort services;
- sale of used vehicles;
- pornography or adult entertainment;
- distribution of non-licensed drugs (including Cannabidiol/CBD);
- political parties;
- mining and commodities, including the sale, distribution or production of oil, fuel, wood, gas, charcoal and coal.