



Terms & Conditions

Personal Loan Agreement Terms

1. Payment

We agree to lend and you agree to repay the amount of the Loan and interest on the terms of this Loan Agreement and by the instalments and on the dates shown on the application form. Where the payment date is shown as 31st of each month, if there is no such date in a particular month the payment will be the last day of that month. The amount of the loan will be debited to your Loan Account. We do not accept part or lump sum payments unless it is in accordance with your right to settle the loan early in accordance with the Consumer Credit Act 1974.

2. Interest

Interest at the rate shown in the Loan Agreement will accrue on the daily outstanding balance of the Loan and be debited to the Loan Account half yearly and immediately before repayment except in the case of Career Development Loans where interest will accrue on the daily outstanding account balance commencing one calendar month before the first instalment is due and will be debited to that account at each of the Bank's quarter-year ends and immediately before repayment. The loan advances will be debited to your Career Development Loan account as they are paid by us to the Institute providing the tuition to you. If you are late paying the whole or part of an instalment you will pay us interest on the instalment from when it is due, whether before or after any judgment, at the annual percentage rate shown in this Loan Agreement until its actual payment.

3. Default

We may, after giving you reasonable notice, demand immediate repayment of the Loan, together with any other sums payable by you under this Loan Agreement and terminate the Loan Agreement, in any of the following events:

- You fail to repay any instalment within one month of it falling due.
- You fail to keep to any other terms of the Loan Agreement.
- You have given false information when applying for this Loan.
- Your bankruptcy.
- The Loan Agreement is for a Career Development Loan Account and you do not take up the Course at the Training Establishment, or before it finishes, you cease to be enrolled on the Course at the Training Establishment. The amount of the unpaid balance due to us will be reduced by any applicable rebate to which you may be entitled by law.

4. Charges

So far as permitted by law, you agree to repay:

- All our expenses and legal costs (including collection and tracing expenses) incurred by us or incurred on our behalf in recovery of any overdue payment.
- Administration in connection with any special request made by you under this Loan Agreement to which you are not legally entitled.

5. Notices

Any demand, notice or statement under this Loan Agreement can be given to you either personally or sent by pre-paid post to or left at your address stated in the Loan Agreement or your address at the time of posting or last known address. If sent by pre-paid first class post it shall be conclusively deemed to have been received by you 48 hours after posting.

6. Joint Account

If two or more people are named as the Customer, the liability of each shall be joint and several. This means that each of you is fully responsible for all the obligations set out in this Loan Agreement.

7. Security

- As part of this agreement you (in the case of joint accounts, each of you) must register a separate passnumber and secure personal information registered with us for use when you become a customer ("customer security codes").
- When you use your customer security codes you are authorising us to carry out all your instructions given via the service, by secure message or over the telephone including instructions to make payments from your account whether or not given or confirmed by you
- We will only accept instructions if your customer security codes are used as requested and accepted. Any failure or error in relation to the use of your customer security codes will result in access to the telephone and / or internet service being blocked. If this happens, you must immediately contact us on 08457 212 212
- If you suspect that someone knows your customer security codes, you must immediately contact us on 08457 212 212
- The maximum you will have to pay us for our losses if your customer security codes are used by someone else without your permission is £50
- If the customer security codes are used by someone with your permission or as a result of your fraud or gross negligence you may have to repay us for all our losses
- We may ask you and you agree to assist us in our efforts to recover any loss as a result of unauthorised use of your customer security codes
- For your protection, we reserve the right to suspend access if
 - Incorrect customer security codes are used to attempt to access your account
 - We suspect an unauthorised person is attempting to access your account

The services available to you using customer security codes may vary over time and we may suspend or terminate any service available but will inform you of any changes.

8. Using and Sharing Your Information



group means us, the Co-operative Group (CWS) Limited (Co-operative Group), Co-operative Insurance Society Limited (CIS) and any companies or organisations the Bank, Co-operative Group or CIS wholly or partly own or are owned by at any time and any other independent Co-operative Societies.

information includes any information about you or anyone associated with you, which we or the group hold now or in the future as a result of the application process or other dealings with us or the group, searches or checks at credit reference or fraud prevention agencies, products and services you hold within the group and any transactions for goods or services arising out of your account (including the supplier and the type of goods or services), and such information may include sensitive information as defined in the Data Protection Act 1998.

a) Your information may be held by us in any form and on any group database and used by us and the group for the purposes set out below. We and the group may use, analyse and assess your information to maintain and develop our relationships with you. Other organisations may also access and use this information to prevent fraud and money laundering. This may include the following purposes:

- checking details on applications for credit and credit related facilities;
 - to make credit decisions about you and anyone to whom you are linked financially or other members of your household;
 - managing credit and credit related facilities;
 - to consider and implement business, products and technology developments;
 - to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt;
 - checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim;
 - to help us identify products and services which may be of interest to you (unless you have asked us not to);
 - meeting any obligations we may have under the card scheme your card is issued under;
 - checking details of job applicants and employees.
- b) We may link your information between your account(s) and other products and services you have with us or the group and with information about others with whom you have a financial link.
- c) We and the group may identify and tell you by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and services which may be of interest to you and which are offered by us, the group or other carefully selected organisations or companies (if you do not wish to receive such information please write to us at Customer Services, The Co-operative Bank p.l.c., P.O. Box 200, Skelmersdale WN8 6NY for more details, but please note this may mean you will not receive information about business, product or service developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or information about any changes to the way your account(s) operate or provide information on card carriers.
- d) We will disclose information outside the group only:

- where you have provided your agreement;
- to our agents or subcontractors for operational reasons;
- to our affinity partner(s) if you have an affinity product(s);



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- to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s);
 - to licensed credit reference agencies as set out below;
 - to fraud prevention and other agencies to help prevent crime or where we suspect fraud;
 - if compelled to do so by law;
 - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register;
 - to any person to whom we will or intend to transfer our rights or obligations;
 - if your card or PIN are lost or stolen, or to meet any obligation we may have under any card scheme your card is issued under.
 - The Co-operative Bank can disclose Personal Information to the organisation who manages the Loan scheme for us:
 - i) prior to the grant of any Loan on the basis of Personal Information supplied by you in your application.
 - ii) when you have been granted a Loan.
- If you opt to pay by salary scheme where the Loan scheme is managed by your employer for us, we and your employer can exchange Personal Information in relation to you and the conduct of your Loan Account.
- e) We may disclose your information to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or services available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial information.
 - f) We may also disclose information to licensed credit reference agencies about how you conduct your account(s) and this information may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.
 - g) A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.
 - h) You agree that your information may be transmitted to, from and/or through any country as a result of your use of your account(s) and any services which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your information to an agent or subcontractor who provides a service to us in another country outside the European Economic Area we will ensure they agree to treat your information with the same level of protection as us.
 - i) If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP
 - j) You have a right of access to your information held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.
 - k) We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
 - l) Law enforcement agencies may access and use this information.
 - m) We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

9. General

- a) If you wish to take up the Loan you must sign and return this Loan Agreement to us within 21 days of receiving it.
- b) We may make changes to this agreement at any time to comply with regulatory requirements.
- c) We can relax the terms of this Loan Agreement and we may at any time strictly enforce the terms again. We will not lose any of our rights under the Loan Agreement by doing this. We can also accept later payments or part payments without losing our rights under this Loan Agreement.
- d) We will give you 30 days notice by secure message, e-mail or letter before we make changes to this loan agreement.
- e) We may assign our rights and benefits under this Loan Agreement at any time, without giving you notice.
- f) We will not be liable to you if we are unable to perform our obligations under this agreement due to (whether directly or indirectly) to:
 - The failure of any machine, data processing system or transmission link
 - Any period of essential maintenance, critical change, repair, alteration to or failure to computer systems
 - Any industrial dispute
 - Anything outside our reasonable control or that of our agents or sub-contractors
- g) We may monitor and/or record telephone calls between you and us for security and/or training purposes.
- h) You will write to us at the address set out in the Loan Agreement immediately on any change of name or address. If you do not do this, we may charge the Loan Account with the cost of locating you.
- i) In accordance with Data Protection requirements, you have a right of access to your information held by the Bank on payment of a fee.
- j) If you have a complaint please telephone us on 08457 212 212 or write to Customer Services Manager, The Co-operative Bank p.l.c., Delf House, Skelmersdale, WN8 6GH.
- k) This agreement is in English, is governed by English Law and we will communicate with you in English.
- l) You may be liable for other taxes or costs that are not paid via or by us.

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