

The **co-operative** bank

It's good to be different

Fixed Sum Loan Agreement
regulated by the Consumer Credit
Act 1974

The Co-operative Bank Fixed Sum Loan Terms

Please read and keep these fixed sum loan terms in a safe place. These terms together with the front of this agreement form the loan agreement between you and us, The Co-operative Bank p.l.c. We can refuse to accept an application for a loan from you.

1. Payment

When we have received and processed your signed loan agreement and we have received confirmation from your course provider of the start of your course we agree to lend you the amount of credit shown overleaf and open an account in your name(s). You agree to pay us the total amount payable shown overleaf by the repayments and at the times shown overleaf. Where the repayment date:

- does not feature in a particular month (e.g. the 29th, 30th or 31st of a month) then the repayment will be due on the last working day of the month; or
- falls on a weekend or a bank holiday in England & Wales, then the repayment will be due on the next working day.

2. Default

- 2.1 If you:
- do not pay us any amount within 30 days of its due date;
 - break any other terms of the loan agreement in a significant way;
 - have provided to us information or made any representations which are materially incorrect or misleading;
 - are declared bankrupt or have similar proceedings taken against you; or
 - 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

we have the right to demand that you pay us the outstanding balance under this agreement (together with interest) less any rebate to which you may be entitled. We will send you a default notice where we are required to do so under the Consumer Credit Act 1974.

- 2.2 If we reasonably suspect this loan agreement and/or any other facilities or account that you have with us, is/are being used in relation to criminal activities, we will have the right to demand immediate repayment of the outstanding balance under this agreement (together with interest) less any rebate to which you may be entitled.

3. Notices

We may contact you by post, telephone or electronically using the details you have given to us. Electronically means any form of message made by any type of telecommunication, digital or IT device (including internet, email and SMS). We will assume that you have received any correctly addressed letter or other personal notice (including by post, email and other electronic message) or other communication within 48 hours after we have posted it or sent it to you according to the details you have given us. You must advise us immediately of any change of address and other details you have given us and provide such evidence of the change as may be required.

4. Statements

- 4.1 We will send you a statement at least annually if there is an outstanding balance on your account.
- 4.2 Please ensure you check your statement and inform us as soon as possible if there is an item you do not recognise. We will investigate and if there has been an error correct it.

5. Repayments

- 5.1 Repayments to your loan account will be via Standing Order and should reach your account on the repayment date agreed. Repayments received by us will be applied to your loan account within two hours on the day of receipt, (if the day of receipt falls on a weekend or Bank Holiday, then the payment will be applied to your account on the next working day).
- 5.2 Repayment is only made when cleared funds are credited to the account.
- 5.3 You must repay any arrears in full immediately.
- 5.4 In addition to your obligation to make payments to us in accordance with the agreement you may also settle part of your debt early. Where you do this we will keep your monthly repayments the same (other than the final repayment which may vary) and reduce the outstanding term so you will repay your debt earlier.

6. Set-off

If a situation arises where money you owe us has not been paid and is due for repayment we have the right to use set-off. Set-off means we can use available funds (credit balances) from other banking accounts you hold with us (including our **smile** and Britannia brands) and, save for any of our accounts that do not enable us to exercise a right of set-off, to repay money owed to us in respect of this loan or any other account, product or service we have provided, regardless of whether these accounts are in your sole name or joint with other parties. Before we use our right of set-off we will consider your individual circumstances and will write to you 14 days before we make any set-off between your accounts to let you know the date and details of the action we will take.

Where we use monies from an interest bearing account, interest will be applied to the monies in that account up to the date of set-off. After the date of set-off, interest will only be payable on any credit balance remaining in your accounts as applicable.

We will not use balances on any Individual Savings Accounts (ISAs), children's savings or fixed term deposit accounts before maturity to set-off amounts that you owe.

7. Deferring Repayments

- 7.1 We may defer the commencement date for your repayments where your circumstances are such that the PCDL scheme allows for deferrals. If, prior to the end of the Repayment Holiday (or at such other times as we may allow), you telephone us on **03457 212 212*** (lines are open 6am - 10pm, 7 days a week) or write to us at The Co-operative Bank p.l.c., P.O. Box 200, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE. You may be able to defer your repayments if:

- you are unemployed and claiming means-tested benefits;
 - you are employed and you or your partner are in receipt of one or more of the following benefits: Council Tax Benefit, Employment and Support Allowance, Housing Benefit, Income Support, Pension Credit or Working Tax Credit;
 - you are taking part in a Government Training Programme and in receipt of the relevant allowance;
 - you have to attend your course for longer than expected due to ill health or other special circumstances as provided for under the PCDL Scheme but excluding pre-existing medical conditions which were diagnosed prior to the start of the agreement;
 - your course provider ceases to trade and either
- you wish to continue the course with another registered provider; or
 - you choose to complete your course without registering with another provider as long as you provide evidence to us that you have all appropriate course materials and the examination centre is willing to allow you to sit your examinations; or
 - you are pursuing legal action against the course provider to recover your course fees.

8. Early repayments

You have the right to repay the credit early at any time in full or in part under section 94 of the Consumer Credit Act 1974. This can be done by telephoning us on **03457 212 212*** (lines are open 6am - 10pm, 7 days a week) or writing to us at The Co-operative Bank p.l.c., P.O. Box 200, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE and making payment. Payment can be made by sending us a cheque to the address set out above, clearly marked as being made in early payment of your loan. If you are repaying your loan in full, you can also call us on the number set out above to get details of how to make an early payment by transferring the amount of your payment to us. Where you repay the outstanding balance under your agreement in full or in part, in accordance with our rights to do so under the Consumer Credit Act 1974 we may require you to pay either one or two months' interest on the amount repaid, depending on the term of your agreement.

9. Statement of account

During the term of the agreement, you can ask us to provide a statement of account free of charge which will show in tabular form (i) the details of each repayment owing under the agreement, (ii) the date each repayment is due, the amount

and any conditions relating to the making of the repayment and (iii) a breakdown of each repayment showing how much comprises capital repayment, interest and, if applicable, other charges.

10. Right to withdraw

You can withdraw from this agreement (without having to give us a reason) by sending written notice or calling us within 14 days, starting the day after you receive our letter confirming the agreement has been signed by you and us. To tell us that you want to withdraw, please use the contact details above.

You must repay the loan, without delay, and no later than 30 days, starting on the day after you tell us that you want to withdraw. The amount you owe us will be the amount of your loan; we won't charge you any interest. You can repay by cheque or funds transfer.

11. General

- 11.1 If you wish to take up this loan you must sign and return the loan agreement within 21 days of receiving it.
- 11.2 We may make changes to the agreement at any time, in order to:
- meet our legal and/or regulatory obligations;
 - respond to changes in your circumstances;
 - take account of changes in the costs of running our business;
 - provide additional services or take into account how we operate your loan;
 - reflect changes in industry practices or changes made to the PCDL Scheme;
 - correct errors, omissions, inaccuracies or ambiguities; and/or
 - reflect changes to our systems, processes or as a result of the introduction of new technology.
- We will give you 30 days advance notice of any change.
- 11.3 It is our aim to ensure a complete service at all times, but we will not be responsible when failure is caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite our efforts to the contrary.
- 11.4 If we relax our rights against you under this agreement on one or more occasions, this will not prevent us from strictly applying our rights against you at any time.
- 11.5 We may use the contact details you have provided, including address and telephone numbers, to contact you. You must phone us on **03457 212 212*** (lines are open 6am - 10pm, 7 days a week) or write to us at The Co-operative Bank p.l.c., P.O. Box 200, Unit 550, Metroplex Business Park, Broadway, Salford Quays, Manchester M50 2UE at your earliest convenience on any change of name, address or other contact details. If you do not do this, we may charge your account with the reasonable costs of locating you.
- 11.6 We may transfer our rights and/or responsibilities under this agreement to any person if:
- that other person has been granted an interim permission, or is authorised, by the Financial Conduct Authority to undertake regulated consumer credit business and writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations; and
 - we reasonably believe such person is capable of performing our responsibilities.

No such transfer will affect any rights you have under this agreement.

You may not transfer any of your rights or responsibilities under this agreement to any person.

- 11.7 This agreement is in English and we will communicate with you in English. This agreement is governed by English Law. Any dispute which arises in relation to this agreement shall be dealt with by any court in the United Kingdom, Isle of Man and Channel Islands which is able to hear the case.
- 11.8 You may be liable for other taxes or costs that are not paid via or by us.
- 11.9 A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce its terms. This means that only you have the right to enforce a term of this agreement.
- 11.10 If you have a complaint please telephone us on **03457 212 212*** (lines are open 6am - 10pm, 7 days a week) or write to Customer Response, The Co-operative Bank p.l.c., Miller Street, Manchester M60 0AL. If you still remain unsatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR or telephone 0800 023 4567/0300 123 9123 or email to complaint.info@financial-ombudsman.org.uk. The Ombudsman's website is www.financial-ombudsman.org.uk
- 11.11 If you opened your loan account online you may also be able to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution Platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumer/odr/>
- 11.12 The Co-operative Bank p.l.c. is authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, Platform, **smile** and Britannia are trading names of The Co-operative Bank p.l.c., P.O. Box 101, Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937. The Financial Conduct Authority is the supervisory authority for consumer credit agreements under the Consumer Credit Act 1974.
- 11.13 We may prevent drawdown of the loan after execution of this agreement where this is reasonably justified due to our concerns as to fraudulent use of the account. We will notify you in writing when this happens.
- 11.14 We have the right to terminate this agreement if you fail to meet the eligibility criteria for the PCDL Scheme after the agreement has been signed but before we have paid the amount of credit to you or to your course provider.
- ### 12. Using and Sharing Your Information
- 12.1 A more detailed statement about how we handle your personal information is included in the document 'Using your personal information' available on our website and you should read it before you agree to these Terms. This clause 12 is supplementary to that document.
- 12.2 The Co-operative Bank p.l.c. is the data controller of the information collected and processed about you (and any financially linked individuals) in connection with this agreement. We may share information within our group of companies, including with our subsidiaries and when we trade as **smile** and Britannia and this means there may be other data controllers of your personal information inside our group.
- 12.3 The information we collect is made up of the details you provide to us when you submit your application and from time to time during our exchanges with you as we administer this agreement. We may also receive information from third parties such as credit reference agencies and fraud prevention agencies, the Skills Funding Agency, your course provider and any other third parties or agencies in connection with the PCDL Scheme. We may also share information that we collect about you during the course of this agreement with these third parties.
- 12.4 The information we process in connection with this agreement includes the details submitted in your application to assess your eligibility for the PCDL scheme, your employment status, residency, living arrangements, lifestyle and expenses, course details, providers, attendance and completion, health, eligibility for grants or benefits, financial and banking information, credit history and rating national insurance data.
- 12.5 The information is collected to deliver our services to you as promised under this agreement and to meet any obligations we have, in connection with the PCDL Scheme, to government or other agencies.
- 12.6 From time to time we may obtain sensitive personal data in connection with this agreement, relating to your health, criminal convictions or proceedings. We require this information to administer your loan, ensure you are treated fairly and to protect us and third parties.
- 12.7 We may conduct Credit Reference Agency and Fraud Prevention Agency checks before we accept your application and periodically during the term of this agreement, as necessary for compliance with applicable laws or regulatory rules and for our legitimate commercial interests to assess affordability and/or confirm your identity or residency. Further information on how we use and exchange information with these agencies is included in 'Using your personal information' available on our website. You should read this document before you agree to these Terms.

Please call 08457 212 212* (lines are open 6am - 10pm, 7 days a week) if you would like to receive this information in an alternative format such as large print, audio or Braille.

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*Calls to 0800 and 0808 numbers are free from landlines and mobiles. Calls to 03 numbers cost the same as calls to numbers starting with 01 and 02. Calls to 0845 and 0870 numbers cost 3p per minute, plus your phone company's access charge. Calls to 0844 and 0843 numbers cost 7p per minute, plus your phone company's access charge. Calls may be monitored or recorded for security and training purposes.

Information correct as at 05/2017.