

Personal Loan – Terms and Conditions

1 Your payments

You agree to pay us the Total Amount Payable for the Personal Loan shown in this Agreement, by the monthly instalments shown and on the dates shown or on other dates we may notify to you having regard to what is convenient to you. The monthly instalments must be paid to Santander UK plc by Direct Debit.

2 Application of payments

- a) The Amount of Credit stated in this Agreement will be paid directly to you by payment either to the account nominated by you or by cheque unless you authorise us to settle an existing loan in accordance with Condition 6.
- b) Payments received by us under this Agreement will be applied first towards the interest and charges due and then towards repayment of the Amount of Credit stated in this Agreement.
- c) Prompt payment is essential (see further below).

3 Default

If you fail to pay any monthly instalment within 14 days of its due date or if you breach the terms of this Agreement in some other way, this is what will happen:

- i) the unpaid balance of the Total Amount Payable shown in this Agreement (less any rebate to which you are entitled) will become due and payable to us; and
- ii) we shall give you at least 14 days' notice in writing, to give you a chance to put things right, if this can be done, or, if not, to pay us compensation for breach. This is called a default notice.
- iii) we may charge you interest on the amount overdue at the same rate of interest charged on the loan from the due date until the date that the overdue amount is paid.
- iv) we will charge your account under this Agreement, ('your account') with the costs of enforcing our rights under this agreement, including tracing costs, collection agency costs, and reasonable legal costs incurred. Any such costs charged by us will become due and payable immediately and will not be subject to the terms of any default notice issued to you.

4 Bankruptcy

The unpaid balance of the Total Amount Payable shown in this Agreement (less any rebate to which you are entitled) will become due and payable to us and we shall be entitled to demand payment of such unpaid balance provided that we give you at least seven days' notice in writing, if any of the following events occurs:

- i) if any sum payable under a judgment obtained by us against you in any court is not paid as ordered by the court and remains unpaid for more than seven days;
- ii) if distress or execution is levied against any of your property (that is, if a bailiff or other officer controls or seizes any of your property following a court order);
- iii) if a bankruptcy order is made against you; or
- iv) if you enter into any arrangement or composition with your creditors.

5 Personal Information

The uses of your personal information are set out in the Personal Loan Declaration provided to you when you applied for your loan. Your data may be used in other ways where agreed by you and in very limited circumstances when required by law or where permitted under the Data Protection Act.

6 Settlement of existing accounts

If you have indicated that you require us to settle any of your existing credit accounts with us or with other lenders out of your loan, we are authorised to do so and to let you have any balance left

7 Your instalment

Your monthly instalments are made up partly of loan repayments (or capital) and partly of interest. Interest is charged on a day-to-day basis on the outstanding balance of your loan and will be debited to your account at the end of each month.

8 Early settlement

- a) You have a right to settle this Agreement in full or in part at any time. If you pay off your loan before this Agreement is due to end, you may receive a rebate of interest calculated in accordance with the Consumer Credit (Early Settlement) Regulations 2004. The relevant details will be sent to you at the appropriate time.
- b) If you wish to repay your loan in part, you must give notice of this intention at the address stated in this agreement or phone us on 0845 602 2713. You have the option when you repay the loan in part, to reduce the amount of the monthly repayment you make or reduce the term remaining on your loan. If you do not tell us what you wish to do, we will apply any part payment received to the capital balance with the effect of reducing the term of your loan

9 Personal Agreement

- a) You understand that we may refuse to enter into this agreement with you
- b) If we do enter into this agreement with you, it is personal to you, and any of your obligations under it may not be transferred by you or mortgaged, charged or used as security by you in any way.
- c) You must notify us of any change of address. If you do not, you must pay to us all of the money that it reasonably costs us to find out your new address.

10 Transfer by us

- a) This Agreement and the sums payable by you under this agreement may be transferred by us at any time (without your consent but not in such a way as to reduce any of your rights) before it ends either to another company in the Santander Group or to some other person, firm, company or other organisation.
- b) We will give you prior notice in writing should we decide to transfer our rights and obligations under this agreement.

11 Definitions

In this Agreement:

- a) the words 'we' and 'us' mean Santander UK plc, its successors and any person, firm, company or other organisation taking a transfer from Santander UK plc and 'our' is to be read accordingly; and
- b) where the context allows, the singular includes the plural and vice versa.
- c) the "Santander Group" means Santander UK plc and all its subsidiaries.

12 Two or more customers

Where there are two or more of you, your liability under this Agreement is joint and several. This means that you are liable together and also that each of you is separately responsible for performing the obligations of the customer(s) under this Agreement.

13 Set-off

We may use any money you have with us or any member of the Santander Group to reduce or repay any amount which has become payable under this Agreement. We may do this without prior notice to you but will always give you notice afterwards.

14 General

- a) If any term of this Agreement is not capable of being enforced against you, this shall not affect any of the other terms.
- b) Unless other specific legal provisions apply, all communications under this Agreement shall be in English and the sending of any notice or any other document to you by ordinary post to the last address within the United Kingdom notified to us in writing shall be sufficient for legal purposes.
- c) Any taxes which apply to you as a result of your entering into this agreement are payable by you.
- d) This agreement is governed by English law

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille, audio tape and PC disk.

If you would like to register to receive correspondence in an alternative format please give us a call and ask for a 'Preferred Communication Request' form.

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