

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Parties to the Agreement:

(1) The Co-operative Bank p.l.c., PO Box 101,
1 Balloon Street, Manchester M60 4EP;
and

(2) Please complete
Applicant(s)

Address (including Postcode)

We will process the signed credit agreement within two business days of receipt. We will then transfer the amount of the loan to your nominated current account. It could take between one and three business days before the amount of the loan shows as cleared funds in your account. If your loan is consolidating any existing borrowing you have with us, we will provide the loan by paying off that borrowing and paying any remaining amount into your nominated current account. If your borrowing is with another lender, then all the loan will be paid into your nominated current account for you to pay off that borrowing yourself.

Amount of credit	<input type="text"/>
Duration of agreement (months)	<input type="text"/>
The total amount payable is	<input type="text"/>
Frequency of repayments	<input type="text"/>
Your first repayment will be on	<input type="text"/>
Subject to condition 1 overleaf, subsequent payments will be due on the [] day of each month	
Number of monthly repayments	<input type="text"/>
Amount of monthly repayments	<input type="text"/>

Followed by one final repayment of the amount stated below on the same date in the last month of the loan term

Amount of final repayment	<input type="text"/>
APR	<input type="text"/>

The fixed interest rate will apply for the duration of the agreement. Interest will accrue on the daily outstanding balance of the loan and will be debited to the loan account twice a year at six monthly intervals and immediately prior to account closure. The total amount payable and the APR are calculated on the assumption that all payments are made on time and that the agreement is not ended early.

Total Charge for Credit (interest)	<input type="text"/>
Rate of Interest per annum	<input type="text"/>

In applying the interest rate to your loan it is subject to minor rounding down. Such rounding will always operate in your favour.

Charges and interest for late payment

You will be charged the relevant interest rate (the interest rate set out above) on the outstanding balance which remains unpaid from when it is due, whether before or after any judgment, until repayment is received by us.

You must also pay our costs for enforcing the agreement and in recovering the sums due from you including any costs we incur in tracing you, any costs of using a collection agency and any legal costs. In each case you must only pay our costs which have been reasonably incurred.

Other charges

Duplicate statement £2.50

We may charge you for any services you request outside the terms of the agreement. We will tell you the charge before we provide the service.

Early repayments

You have the right to repay the loan 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* 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, depending on the term of your agreement.

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.

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 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.

Missing Payments

Failing to make your repayments on or by the relevant due date will be a breach of this agreement and, in such circumstances, we may require you to repay in full all outstanding amounts on your account together with any applicable interest and charges.

Missing repayments could have severe consequences for you, for example it could result in legal proceedings against you. Missing repayments may make it more difficult for you to obtain credit in the future.

This agreement is also subject to the **Co-operative Bank Fixed Sum Loan Terms**, which accompany it, and references to conditions in this agreement are references to conditions in The Co-operative Bank Fixed Sum Loan Terms.

Sign here only if you want to be legally bound by the terms of this Agreement.	
Signature(s) of Customer(s):	Date of Signature:
Signature on behalf of Co-operative Bank p.l.c.:	Date of Signature:

Account no.

Sort code.

For bank and office use only

Signed for and on behalf of
The Co-operative Bank p.l.c.

Date

(Which is the date of this agreement)

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 the signed agreement we agree to lend you the amount of credit shown overleaf. You agree to pay us the total amount payable shown overleaf by the repayments and at the times shown overleaf. Where the payment date shown on the agreement:

- 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 day of the month.
- falls on a weekend or bank holiday in England & Wales, then the payment will be due on the next working day.

2. Default

2.1 If you or, where there is more than one of you, any of you:

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

we have the right to demand that you pay us the outstanding balance under the 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 the 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 the 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 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. Joint borrowers

Where the loan is in joint names, each of you are jointly and fully responsible for all the obligations set out in this loan agreement even if the relationship with the other joint borrower(s) ends. You may be individually called upon to repay the entire loan amount.

5. Statements

- 5.1 We will send you a statement at least annually if there is an outstanding balance on your account.
- 5.2 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.

6. Repayments

- 6.1 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).
- 6.2 Repayment is only made when cleared funds are credited to the account.
- 6.3 You must repay any arrears in full immediately.
- 6.4 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.

7. 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 and 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.

8. General

- 8.1 If you wish to take up this loan you must sign and return the loan agreement within 21 days of receiving it.
- 8.2 We may make changes to the agreement at any time, including changing or introducing new charges, 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;
 - 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 written notice of any change.

- 8.3 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.
- 8.4 If we relax our rights against you under the agreement on one or more occasions, this will not prevent us from strictly applying our rights against you at any time.
- 8.5 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* 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.
- 8.6 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 the agreement. You may not transfer any of your rights or responsibilities under the agreement to any person.
- 8.7 The agreement is in English and we will communicate with you in English. The agreement is governed by the laws of England and Wales. 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.
- 8.8 You may be liable for other taxes or costs that are not paid via or by us.
- 8.9 A person who is not a party to the 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.
- 8.10 If you have a complaint please telephone us on 03457 212 212* or write to Customer Response, The Co-operative Bank p.l.c., 2nd Floor, 1 Balloon Street, Manchester M60 4EP. If you still remain unsatisfied you will be entitled to refer your complaint to the Financial Ombudsman Service at 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.
- 8.11 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/consumers/odr/>
- 8.12 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, 1 Balloon Street, Manchester M60 4EP Registered in England and Wales No. 990937.
- 8.13 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.

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The co-operative bank

Please call 03457 212 212* (lines open 8am - 8pm, 7 days a week) if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank p.l.c. is authorised by the Prudential Regulation Authority 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, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No.990937. Credit facilities are provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. subscribes to the Standards of Lending Practice which are monitored by the Lending Standards Board.

Information is correct as at 03/2018.

*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 may be monitored or recorded for security and training purposes.

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