

Credit Card Agreement regulated by the Consumer Credit Act 1974

Effective from June 2009.

Key financial information

Credit Limit

Your credit limit will be determined by us from time to time and we will give you notice of your credit limit.

Payments

Each month, you must pay on or before the payment date specified in your statement, at least the minimum payment shown on your statement. The minimum payment is either 2% of the amount shown as owing to us on your statement or £5 (whichever is greater) in respect of any balance transfer or cheque and 2% or £5 (whichever is greater) in respect of any promotional balance and 2% or £5 (whichever is greater) of any standard balance. If the balance shown on your statement is less than £5 it will be the total amount of the statement balance.

APR	20.9	% APR variable
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Other financial information

Total Charge for Credit

The total charge for credit (interest) is	£156.73
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We are required by law to include a Total Charge for Credit. Regulations require us to base this on an amount of money that the customer pays (in interest) for borrowing £1,500 over a 12 month period, which is repaid in 12 equal monthly instalments. This is illustrative only and may not reflect your personal circumstances.

Interest Rates and Charging

We charge the following interest rates:

Purchases	20.9	% per annum
Balance Transfer	20.9	% per annum
Cheques	23.9	% per annum
Cash	25.9	% per annum

Interest rate(s) are variable. The above interest rates do not include any introductory or promotional rates.

For purchases there is an interest free period of up to 46 days if you pay the balance in full on time (see condition 7 of the account terms and conditions). There is no interest-free period for promotional balances, cash withdrawals and cheques. Interest is charged from the date of each transaction on the amount of the transaction; for cheques interest is charged from the date the cheque is debited to the account.

Interest is calculated using the interest rate applying as at the statement date on the average daily balance since the previous statement date, but will take account of interest rate changes since the previous statement date.

Other financial information continued

Allocation of Payments

If you do not pay your outstanding balance in full on the payment date set out in your statement, we apply payment to that balance towards, in order: interest, charges, other administration fees and credit advanced, in the following order: promotional balances, cheques, cash withdrawals and purchases (which includes any payment protection plan). If you have more than one such transaction in any of these categories outstanding for different periods of time, your payment will reduce the balance in order from the oldest to the most recent.

Key information

If you breach this agreement we may charge you with any costs or expenses which we may incur in order to enforce our rights – see condition 11.2 of the account terms and conditions. In particular we will charge the following:

Late payment charge	£12
Exceeding credit limit charge	£12
Unpaid cheques/Direct Debit charge	£12

We may also make administrative charges for various actions including cash advances, foreign currency transactions and gambling transactions – please see condition 11.2 of the account terms and conditions and the administration charges tariff.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1 You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2 If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the creditor, or both.
- 3 If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens Advice Bureau.

THEFT, LOSS OR MISUSE OF CREDIT CARD

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to the creditor. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the creditor for losses which take place after you have told the creditor about the theft, etc.

YOUR RIGHT TO CANCEL

You have a right to cancel this agreement. You can do this by sending or taking **WRITTEN** notice of cancellation to us at **smile**, P.O. BOX 600, Delf House, Skelmersdale, WN8 6GF. You have 14 days starting on the day after you have received your card and this copy. You can use the form provided.

If you cancel this agreement any money you have paid, goods given in part exchange (or their value) and property given as security must be returned to you. You will still have to repay any money lent to you, but if you repay all of it before your first instalment is due – or, if you are not paying by instalments, within one month after cancellation – you will not have to pay interest or other charges.

Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. Legal action may be taken against you if you do not take proper care of them. You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

CANCELLATION FORM

Complete and return this form **ONLY IF YOU WISH TO CANCEL THE AGREEMENT**

To: The Co-operative Bank p.l.c

I hereby give notice that I wish to cancel this agreement

Signed: _____

PRINT NAME: _____

Account No: _____

Date: _____

smile credit card Conditions of Use

These conditions apply to **your smile** credit card

1. DEFINITIONS

Some of the words we use in these conditions have specific meanings, including:

- **“Account”** means the account in your name for the use of the card and cheques
- **“Administration Charges Tariff”** means the tariff of account charges applicable to the account, as varied from time to time
- **“Agreement”** means the agreement between you and us including these terms and conditions
- **“Authorised Card and Cardholder”** means any additional card(s) issued on your account and the person(s) to whom such card(s) have been issued
- **“Card”** means the card and any authorised card issued under this agreement including any renewed or replaced cards
- **“Cheque”** means any cheque provided to you for drawing on your account
- **“Cleared Funds”** means cash credited to your account or a cheque four working days after it is received by us in the post or at a branch or six working days if paid in a Post Office or Co-operative Food Store where a working day does not include Saturdays, Sundays or English Bank Holidays
- **“Credit Limit”** means the maximum you are allowed to draw on your account
- **“Customer Security Details”** means your pass number and secure personal information registered with us for use when you contact us about your account
- **“Gambling Transactions”** include the use of any card to purchase lottery tickets or take part in any form of gambling including betting, gaming or wagering
- **“Group”** means our parent company The Co-operative Group Limited (The Co-operative), The Co-operative Insurance Society Limited and any company or companies The Co-operative Bank or The Co-operative Group wholly or partly own at any time or transfer our rights and obligations to and any other independent Co-operative Societies
- **“Information”** means 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 your 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 this may include sensitive information as defined in the Data Protection Act 1998
- **“PIN”** means the personal identification number we give you (or the authorised cardholder) to use with the card
- **“Promotional Balance”** any amount you owe us from a special account promotion or by use of a promotional cheque which may include a reduced rate of interest or special terms for particular transactions including unpaid interest
- **“Standard Balance”** any amount you owe us in respect of your account not including promotional balances
- **“Terms and Conditions”** means these conditions as varied from time to time
- **“Transactions”** means any payment for goods or services or any cash withdrawal, purchase of travellers' cheques or foreign currency using the card, card number, or PIN, cheques or any debit to the account authorised by you or the authorised Cardholder even if not signed
- **“We”, “Us”, or “Our”,** means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP and any part of the Bank such as **smile**, and any of our agents or subcontractors, if appropriate, and any business or organisation we transfer our rights and/or obligations to under this agreement
- **“Working Day”** means any day other than Saturday, Sunday and Bank Holidays in England and Wales
- **“You or Your”** means the principal cardholder and customer who opens the account.

2. CARD, AUTHORISED CARD, PIN AND CHEQUES

2.1 **You**, and any **authorised cardholder**, must do the following:

- sign the **card** when **you** or the **authorised cardholder** receive it
- keep the **card** secure at all times and not let any other person use the **card**, card number or **cheques**

• only use the **card** or **cheques** within the **credit limit**

- not use **card** or **cheques** before or after the period it is valid or for any illegal purpose
- use the **card** and **cheques** within the terms of this **agreement**

2.2 **We** will issue **you** with a **PIN** which can be used by **you**:

- to withdraw cash from a cash dispenser in conjunction with **your card**
- when making a face-to-face purchase with **your card** when a retailer or other supplier asks **you** to input **your PIN** into a screened keypad instead of using **your** signature

You must also:

- memorise the **PIN** and destroy the slip it is printed on
- keep it secret
- not write it on the **card** or anything kept with the **card**
- never let anyone else know or use it

2.3 The **card** and **cheques** belong to **us** and must be returned to **us** immediately if **we** ask **you** to do so, or if **you** die, are made bankrupt or fail to satisfy a statutory demand. A person acting for **us** may recover the **card** and **cheques**, **we** may charge **you** if this is the case.

We may cancel or suspend the **card** and **cheques** at any time. **We** will notify **you** if **we** do this and you must not then use the **card** or **cheques**

2.4 **You** must destroy the **card** when it expires (or is cancelled) by cutting it in half.

Cheques must be cut in half if **your account** is cancelled

2.5 **You** may only use the **card** for facilities and services which **we** make available to **you** from time to time and which **we** may also withdraw at any time without notice

2.6 **We** may issue **you** with **cheques** which may only be used for the purpose of drawing on **your account** and **you** must not:

- use the **cheques** to make any payment to the **account** or repay any borrowing or other amount **you** owe **us** whether on **your account** or on any other account **you** may have with **us**
- allow anyone else (including the **authorised cardholder**) to use the **cheques**
- use the **cheques** for payment in any country other than the United Kingdom
- use the **cheques** in any circumstances in breach of or when this **agreement** has been terminated

2.7 **Any use of cheques by you is not covered by the provisions of section 75 of the Consumer Credit Act 1974**; this means **you** may not have the same level of protection when **you** use a cheque as **you** do with the card

2.8 **We** accept no responsibility if a **cheque** is refused by any other person.

3. AUTHORISED CARD

3.1 **You** may apply for an **authorised card** (of the same type as **your card**)

3.2 If **we** agree to **your** request, **we** will send the **authorised card** to **you**. **You** must ensure the **authorised cardholder** receives it and keeps to these **terms and conditions**, particularly **condition 2**

3.3 **You** are responsible for all use of the **authorised card**. **You** must pay us for all **transactions** the **authorised cardholder** makes even if **you** disapprove of the **transactions**, or if the **authorised cardholder** breaks the **terms and conditions** of this **agreement**

3.4 **We** will not give an **authorised cardholder** any information about **your account** or **transactions** without **your** written authority

3.5 **You** may cancel the **authorised card** only by telephoning us on 0845 600 6000. **You** are liable for any **transactions** carried out before the **authorised card** is returned to **us**.

4. LOST AND MISUSED CARDS AND CHEQUES

4.1 If a **card** or **cheque** is lost (accidentally or by theft) or misused, or **you** think it may be misused, or if anyone else (other than an **authorised cardholder**) knows the **PIN**, **you** must tell **us** immediately. Contact **us** at 0845 600 6000. If **you** are telephoning from abroad dial **0044 845 600 6000**. This is a 24 hour service. **You** must give **your account** number when **you** contact **us**

4.2 If **your card** is misused before **you** tell **us** of its loss or theft, or that someone else knows **your PIN**, **you** will only have to pay £50 of any loss. **You** may be liable for all losses if someone is using **your card** or **PIN** or **account** details with **your** permission or if **you** are acting dishonestly or without reasonable care. If **your card** is used for a fraudulent transaction on the internet or by telephone or mail order **you** will not be liable for the fraudulent transaction

4.3 **You** must provide us with any information or help **we** ask for to get the **card** or **cheque** back or to stop further misuse. **We** may pass this information to businesses accepting **cards**, people acting for us, and/or the police

4.4 **You** must never use a **card** or **cheque** if found after **you** have told **us** of loss, theft or misuse. **You** must ensure they are destroyed immediately by cutting them in half

4.5 **You** can stop a **cheque** by calling **us** on 0845 600 6000 and telling **us**:

- the **card** number
- the **cheque** number
- the sort code
- the **account** number shown on the **cheque**
- the amount the **cheque** has been made out for
- the date of the **cheque**
- the name of the payee

Details of charges for stopping **cheques** are set out in the **administration charges tariff**. A **cheque** which has been guaranteed with the **card** cannot be stopped.

5. TRANSACTIONS AND CREDIT LIMIT

5.1 When **we** open the **account** **we** will tell **you** your **credit limit**. **We** may change the **credit limit** from time to time and will notify **you**

5.2 **We** will debit **transactions** to your **account**. Once **you** have made a **transaction**, other than a cheque (see **condition** 4.5), it cannot be stopped

5.3 **We** may limit the amount of any cash withdrawal, and how much **you** can withdraw each day. There is a charge of 3.0% (minimum £3) for cash withdrawals, purchase of travellers' cheques and any gambling transactions made using any **card**

5.4 When **you** use **your card** **we** may be asked for authorisation of the proposed **transaction**. If **we** give authorisation **we** will immediately reduce the credit available on the **account**, even before the **transaction** has been debited to the **account**. **We** may decide not to give authorisation if:

- **your card** has been reported as or **we** suspect it is lost or stolen
- **you** are in breach of these **terms and conditions**
- **you** would exceed the **credit limit** (including **transactions** authorised but not debited to the **account**)

5.5 **You** must make sure the **credit limit** is never exceeded. **Transactions** may be declined and **cheques** may be returned unpaid if they would cause the **credit limit** to be exceeded. If (as a service to **you**) **we** have authorised a **transaction** that takes your **account** over its **credit limit** **you** will still have to pay any charges **we** make for being over the **credit limit**.

6. INTEREST

6.1 All interest rates are variable and any APRs do not take any future variation into account. For flat rate credit cards the interest rate will be fixed for five years after account opening, thereafter the interest rate will be variable

6.2 **We** may, from time to time, offer you a reduced rate of interest for a promotional period or credit your **account** with a rebate on your interest payment. **We** will notify you if we do so in writing, by telephone or other means, but **we** reserve the right to withdraw any such offer at any time

6.3 **We** charge interest on a daily basis on the amount of any **standard balance** and any **promotional balance**

6.4 Interest is charged from the date of each **transaction** on the amount of the **transaction**; for **cheques** interest is charged from the date the **cheque** is debited to the **account**

6.5 Interest is calculated using the interest rate applying as at the statement date on the average daily balance since the previous statement date, but will take account of interest rate changes since the previous statement date

6.6 If you do not pay the total balance shown on your statement in full by the payment date, the amount you have not paid will become part of the **standard balance** or **promotional balance**, as appropriate, from the date of that statement and we will charge interest on it

6.7 Except in the case of **promotional balances**, cash withdrawals and cheques, you will pay no interest if the full balance on the statement is credited as cleared funds by the payment date. If the full balance is not credited by the payment date, you pay interest on every **transaction**, not just from the payment date but, from the date of the **transaction**

6.8 **We** charge interest on **promotional balances**, cash withdrawals and **cheques** from and including the date of the **transaction**, even if you do pay the full balance by the payment date.

7. STATEMENTS AND PAYMENTS

7.1 **We** will normally make regular statements available to **you** monthly if there is an outstanding balance on the **account** or if payments have been made. **We** may make other notices available to **you** from time to time showing the balance of **your** account or other information

7.2 Statements will show the amount to pay the full balance, the minimum **you** must pay, and the payment date. The full payment will be due 28 days (if **you** have an interest free period of 59 days) or 15 days (if **you** have an interest free period of 46 days) after the **statement date**. Payment is only made when **cleared funds** are credited to the **account**. If there is an outstanding balance, **you** are required to pay **us** even if for some reason **you** have not received **your** monthly statement. Please ensure **you** check **your** statement or read any notices as soon as **you** are notified they are available to view

7.3 **You** may pay either the minimum payment or the full payment each month by means of a Direct Debit option and any such payment must be credited to your **account** as set out in **condition** 7.6. If **you** pay off the full amount **you** owe **us** (shown on your statement) and that amount is credited to your **account** as set out in **condition** 7.6, **we** will not charge you any interest for that month except as specified in **condition** 6.8

7.4 **We** may sometimes let **you** know that **you** may miss a monthly payment. If **you** do decide to miss a monthly payment, **we** will continue to charge **you** interest on the full amount owing on your **account**, including the interest for that month, until **you** make **your** next payment

7.5 **You** must repay any excess over the **credit limit** or any arrears in full immediately

7.6 If **you** do not pay **your** outstanding balance in full on the payment date set out in **your** statement, **we** apply payment to that balance towards, in order: interest, charges, other administration fees and credit advanced, in the following order: promotional balances, cheques, cash withdrawals and purchases (which includes any payment protection plan). If **you** have more than one such transaction in any of these categories outstanding for different periods of time, **your** payment will reduce the balance in order from the oldest to the most recent

7.7 **We** will pay off any **promotional balances** in the order they were debited to **your account**

7.8 When a **transaction** is refunded, **we** only credit the **account** when **we** receive a proper voucher or confirmation from the retailer

7.9 It is **your** responsibility to tell **us** as soon as possible if anything on **your** statement seems incorrect

7.10 All amounts **you** owe **us** in respect of the **account** must be repaid immediately in full on **your** death, bankruptcy, or failure to satisfy any statutory demand or breach of any of the **terms and conditions** of this **agreement**

7.11 If **you** make a **transaction** using a **cheque** for an amount less than £100 **you** will be charged the same rate of interest as for purchases set out in your credit card agreement

7.12 Any statements or notices **we** provide will be made available to **you** to view online for a period of up to six months while **your** account is open. After this **we** will no longer hold **your** statement online and **we** will charge **you** if you want **us** to send **you** a copy of a past statement. Please ensure **you** log on to **your** account on a regular basis to check **your** statements or to read any notices

7.13 Any demand, notice (except statutory notices) or statement under this Credit Agreement can be given to **you** either electronically via **your** online account, personally or sent by first class post to, or left at, **your** address stated in the Credit Agreement or **your** address at the time of posting or last known address. If sent electronically it shall be deemed to have been received by **you** 24 hours after transmission, if sent by first class post it shall be deemed to have been received by **you** two days after posting.

8. CHARGES

8.1 **We** may debit **your account** with charges **we** make for information or services **you** ask for (not covered elsewhere in this **agreement**). **We** may charge for reminders, notices and other expenses as a result of any breach of this **agreement** and debit **your account** with those charges. **We** will notify you in advance, normally on your statement, if a charge is due. Charges are set out in the **administration charges tariff** – at the end of these conditions

8.2 **We** may change our charges from time to time but will notify **you** 30 days before the change, in writing.

9. CHANGING THE CARD TYPE YOU HAVE

9.1 **We** will decide which type of **card** to issue to **you** under this **agreement**, including any renewal, replacement or **authorised card**. This means that **we** may issue a different type of **card** from the one for which **you** applied, or from the one previously issued to **you**. **Your** signature on this **agreement** will be taken as **your** request that **we** should do so

9.2 If, after **we** have issued **you** with a **card**, **you** change from one type of **card** to another, **we** will give you a new **account** number. **We** will transfer **your** outstanding balance, and any further **transactions**, to the new **account** and close the old **account**

9.3 The new **card** and **account** will be effective, and the old **card** will cease to be valid, from the date it is transferred. **We** will notify you of the date

9.4 **You** should note that interest rates, charges, credit limits and promotional schemes may be different on the new and old **cards**. Those for **your** new **card** will apply from the date of transfer

9.5 **You** may ask to remain on the previous type of **card** but **you** must do so within 30 days of **our** issuing the new **card** and cut the new **card** in half.

10. ENDING THE AGREEMENT

10.1 **We** may end the **agreement** at any time by giving **you** reasonable notice in writing

10.2 **You** may end the **agreement** at any time by giving **us** notice in writing If **you** end the **agreement you** must return all **cards and cheques** (cut in half) and repay all the amounts **you** owe under the **agreement**

10.3 When the **agreement** ends **we** will continue to apply interest and charges until **you** have paid everything **you** owe under the **agreement**

10.4 **You** must make sure there are no **transactions** after this **agreement** has ended or the **account** has been closed. **You** are responsible for cancelling any continuous payment authorities or standing order instructions with the retailers concerned. **You** must still repay immediately on demand **transactions** debited to the **account** after this **agreement** ends together with any interest.

11. FAILURE TO COMPLY

11.1 If **you** fail to comply with this agreement we may require **you** to repay in full all outstanding amounts on your account together with the interest and charges

11.2 **We** reserve the right to debit your account with any costs or expenses which we pay in order to enforce our rights (including the cost of late payment letters and any other charges as set out in the administration charges tariff from time to time or in the Key Information section)

11.3 **We** may, if you are in breach of this agreement or where we suspect there may be fraudulent activity on your account, without notice:

- cancel or suspend your or the authorised cardholder's right to use the card and cheques entirely or in respect of specific facilities
- refuse to reissue, renew or replace any card or cheques

11.4 If we do withdraw any card or cheques or close your account in any of the circumstances referred to, you must nevertheless continue to comply with this agreement until any outstanding balance on your account has been repaid.

12. REFUSALS, REFUNDS AND CLAIMS

12.1 **We** accept no responsibility if any other person, retailer or bank (or cash dispenser) refuses to accept any **card or cheques**

12.2 **You** must advise us within 30 days of receipt of **your** statement of details of any **transaction you** think has been incorrectly entered

12.3 Subject to any statutory rights **you** may have **you** may not use any claim against any other person as a defence or counterclaim against **us**

12.4 **You** may not transfer any rights **you** may have against us to any other person.

13. CUSTOMER SECURITY DETAILS

13.1 As part of this **agreement you** must register **customer security details**

13.2 **You** must take all reasonable precautions to prevent the disclosure and unauthorised use of **your customer security details** and must **not**:

- write them down
- tell them to anyone

13.3 If **you** suspect that someone knows **your customer security details you** must immediately contact **us** at 0845 600 6000. When **we** receive notification, **your** liability will cease. Until then, **you** may be liable for up to £50 of any loss. If unauthorised use of **your customer security details** is due to **you** acting without reasonable care, fraud, **your** disclosure to someone else or misuse as a result, **you** will probably be liable for all losses.

We may ask **you** to assist us in our efforts to recover any loss as a result of unauthorised use of **your customer security details and you agree to provide any such assistance**

13.4 When **you** use **your customer security details you** are authorising **us** to carry out all **your** instructions

13.5 For **your** protection **we** reserve the right to suspend access if:

- incorrect **customer security details** were 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 details** may vary over time and **we** may suspend or terminate any of the services available but will inform **you** of the changes.

14. CHANGES

14.1 **We** may change the interest rates, charges and the amount of **your** payments.

This includes changing the basis on which they are charged or calculated or introducing new interest charges or any other charges. **We** can do this by giving you at least 30 days' notice or, for interest rate changes, by a personal notice. The new rates will apply to **transactions** and to any outstanding balance on the **account** from the date the rate changes

14.2 **We** may change the terms of this **agreement** at any time to reflect changes in:

- market conditions
- good banking practice
- relevant rules or regulatory requirements
- to rectify errors, omissions, inaccuracies or ambiguities
- as a result of customer feedback

We will provide **you** with at least 30 days' written notice before **we** make any changes

14.3 If any change **we** make is to **your** disadvantage, (other than a change in interest rates), **you** may write to **us** within 60 days of notice and close your **account** (and **we** will ensure that the change to these **terms and conditions** does not disadvantage **you** in the meantime).

Remember **you** can close **your account** at any time if **you** want (see **condition 10.2**)

14.4 If **we** make a number of changes or a major change to these **terms and conditions** during any 12 month period, **we** will give **you** a full copy of the revised

terms and conditions

14.5 **We** may tell **you** about changes by:

- national press advertisements
- statement messages or statement inserts
- writing to **you** (this can include email)

We will give **you** notice before **we** make changes, except changes in interest rates which may apply immediately.

15. PAYMENT PROTECTION INSURANCE

If the credit card Payment Protection Plan insurance policy is cancelled by Aviva, you authorise us to arrange and enter into a new credit card Payment Protection Plan insurance policy with another insurer ("New Policy"), as your agent on your behalf. We will give you reasonable advance notice of the terms of the New Policy. This condition represents your prior request to provide the New Policy but you may notify us in writing if you do not want the New Policy before it is entered into. You may at any time cancel the authority and request contained in this condition by notice in writing to us although your notice will not affect New Policies entered into before we receive your notice.

16. GENERAL

16.1 It is **our** aim to ensure a complete service at all times, but **we** will not be liable if any failure is caused by (whether directly or indirectly) the failure of any machine, data processing system or transmission link or an industrial dispute or anything outside **our** control or that of **our** agents or subcontractors

16.2 If **we** choose not to exercise **our** rights against **you** on one or more occasion, **we** can still do so later

16.3 If **we** are unable to produce or send **you your** normal statement, **we** will choose a date each month as a statement date for the purpose of calculating interest and establishing the date on which payment is due. **We** will, however, try to let **you** know the position

16.4 **You** must tell **us** immediately of any change of name or address and confirm this in writing. If **you** do not do this, **we** may charge your **account** with the reasonable cost of locating **you**

16.5 **We** may record and/or monitor telephone calls between **you** and **us** to enhance security, sort out complaints, improve our customer service and for staff training purposes



16.6 **We** may transfer **our** rights or obligations under this **agreement** at any time, without giving **you** notice. In these circumstances, **you** authorise **us** to give that person any financial or other information about **you**

16.7 This **agreement** is in English, is governed by English Law and **we** will communicate with **you** in English

16.8 **You** may be liable for other taxes or costs that are not paid via or by **us**

16.9 There is no minimum duration for this **agreement**.

17. USING AND SHARING YOUR INFORMATION

 **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

17.1 **We** and the **group** may use, analyse and access **your information** to maintain and develop **our** relationships with **you**. Information shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them 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, product 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

17.2 **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

17.3 **We** and the **group** may identify and tell **you** by letter, telephone, fax, including automated dialling, email 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, **smile**, P.O. BOX 600, Delf House, Skelmersdale, WN8 6GF, 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

17.4 **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)
- 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

17.5 **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

17.6 **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

17.7 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

17.8 **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**

17.9 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

17.10 **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

17.11 **We** and other organisations may access and use from other countries the **information** recorded by fraud prevention agencies

17.12 Law enforcement agencies may access and use this **information**

17.13 **We** may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our** customer service and for staff training purposes.

18. ADMINISTRATION CHARGES TARIFF

The following charges apply to your account, subject to variation:

Cheque handling fee (see condition 5.3)	2% of cheque amount with a minimum of £2 and a maximum of £25
Cash advance fee (including travellers' cheques, foreign currency and gambling transactions)	3.0% of advance (minimum of £3)
Overseas transaction charge	2.75%
Stopping a cheque	£10
Returning an unpaid cheque	£30
Copy sales voucher	£5
Extra copy of statement	£2.50 if it's within the last 6 months and £10 if more than 6 months old

19. CASHBACK

19.1 Cashback is available for smile classic card customers. Cashback will be calculated by **us** at the rate of 0.25% of the cash value of all purchases

19.2 The cashback due each month to **you** will be rounded down to the nearest penny and will be applied to **your** balance on the following month's statement. The total value will be credited to **your account** each month in arrears. If **you** close **your account**, any cashback due to **you** but not yet credited to **your account** will become void

19.3 **You** may not be entitled to receive and/or **we** may deduct cashback in any month (at **our** discretion) if:

- **you** do not pay either the minimum monthly payment or full payment in accordance with condition 7
- either of **us** has given notice to the other to end this **agreement**
- **you** exceed **your credit limit**
- **you** are given a refund for any purchase on which cashback is due or has been applied

19.4 **We** reserve the right to take any appropriate action deemed necessary where it is found that **you** have abused the cashback scheme which may include withdrawing **your** right to participate in the cashback scheme

19.5 In the case of any dispute with regard to the cashback scheme, **our** decision is final and binding on **you**

19.6 In addition to the calculation and entitlement to cashback in accordance with these conditions, cashback may be credited to **your account** at **our** discretion subject to these conditions

19.7 Cashback is not transferable to any other **account** or any other person.

