

# **Business Banking Terms & Conditions and Important Information**

## Business Cashback Credit Card

This document includes:

- Our Terms of Business
- Data Protection Statement
- Agreement Terms and Conditions
- Payment Information

Please read and keep for future reference

Information correct as at 1 November 2018

## Our Terms of Business

### Non-advised

For the majority of our products we only provide you with information, not advice, to help you decide if a product is right for you. On products where we do provide advice, we will make this clear to you. Some products are only available via specific channels (e.g. internet only).

#### **Put simply**

*We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.*

### Regulated

We are authorised and regulated by the Prudential Regulation Authority (PRA) and also regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 106054. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register>. We are a member of the Financial Services Compensation Scheme (FSCS) – ask for a leaflet in branch for more information. We adhere to the Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)

#### **Put simply**

*We are authorised and regulated by the Prudential Regulation Authority and also regulated by the Financial Conduct Authority. We are also a member of the Financial Services Compensation Scheme.*

### Confidentiality

We treat any information you give us confidentially. On joint applications your information may be shared with the other applicant and you must have their permission to provide their information. We may share the information with other companies in the Santander Group, our associated companies and with our service providers and agents, some of whom may be in other countries. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies and as required under UK data protection legislation. Information may be shared with our regulators for regulatory purposes. We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just tell us. If we decide to send you marketing about a credit product, we'll check your details at the credit reference agencies to see if it is appropriate to send you the marketing, but a record of this will not be seen by other lenders searching your file. You have a number of rights under data protection legislation. For more information on these ask for a copy of the 'Using My Personal Data' booklet.

#### **Put simply**

*The information you give us is treated confidentially, in line with data protection legislation. For more information on your rights you can ask for a copy of the 'Using My Personal Data' booklet.*

### Credit and other checks

If you apply for a credit / loan product we will perform a "credit search", where we check details of your credit history with certain credit reference agencies, who will keep a record of that search (including details about your application with us, whether or not it is successful). For a short period of time this can affect your ability to get credit elsewhere. If the results indicate that the credit product that you are seeking would not be suitable, your application may be declined and we will tell you. If your application is accepted we may file details about you and how you manage your account at credit reference agencies. If you are applying for credit with another person (such as with a business partner), a financial link between the two of you will be created at the credit reference agency. For more information, a leaflet called 'Your application and credit scoring' is available on request. For all applications we will need to carry out some checks, including fraud checks and checking your identity. We'll check your details with fraud prevention and credit reference agencies to check your identity and application details, prevent and investigate crime, trace and recover debt, check insurance claims and for analysis and testing.

#### **Put simply**

*If you apply for a credit product, we will carry out a credit search to make a decision on your application and this will be recorded on your credit file. Records will be linked together on joint applications.*

### Making a complaint

We're sorry if we haven't provided you with the service you expect. By telling us about it we can put things right for you and make improvements. We want to sort things out for you as soon as we can. The easiest and quickest way is by talking to us about your concern.



Please call our dedicated complaints team on **0800 171 2171**.

Alternatively, you can contact us:



at **santander.co.uk**, by logging on to your online banking and using our secure messaging service.



in person, by visiting any Santander branch.



in writing to: Complaints, Santander UK plc, PO Box 1125, Bradford BD1 9PG.

More information on how we handle complaints is detailed within our 'Talk to us about your complaint' leaflet.

Our Complaints Leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at [santander.co.uk](http://santander.co.uk).

You may also be able to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service acts as an independent and impartial organisation which helps settle disputes between consumers and financial services businesses. You can find out more information at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

# Data Protection Statement

## Introduction

The Data Protection Statement sets out how we'll use your personal data.

Your personal data is data which by itself or with other data available to us can be used to identify you. We are Santander UK plc, the data controller. This data protection statement sets out how we'll use your personal data. You can contact our Data Protection Officer (DPO) at 201 Grafton Gate East, Milton Keynes, MK9 1AN if you have any questions.

## The types of personal data we collect and use

Whether or not you become a customer, we'll use your personal data for the reasons set out below and if you become a customer we'll use it to manage the account, policy or service you've applied for. We'll collect most of this **directly** during the application journey. The sources of personal data collected **indirectly** are mentioned in this statement. The personal data we use may be about you as a personal or business customer (if you are one) and may include:

- Full name and personal details including contact information (e.g. home and business address and address history, email address, home, business and mobile telephone numbers);
- Date of birth and/or age (e.g. to make sure that you're eligible to apply);
- Financial details (e.g. salary and details of other income, and details of accounts held with other providers);
- Records of products and services you've obtained or applied for, how you use them and the relevant technology used to access or manage them (e.g. mobile phone location data, IP address, MAC address);
- Biometric data (e.g. fingerprints and voice recordings for TouchID and voice recognition);
- Information from credit reference or fraud prevention agencies, electoral roll, court records of debt judgements and bankruptcies and other publicly available sources as well as information on any financial associates you may have;
- Family, lifestyle or social circumstances if relevant to the product or service (e.g. the number of dependants you have);
- Education and employment details/employment status for credit and fraud prevention purposes; and
- Personal data about other named applicants. You must have their authority to provide their personal data to us and share this data protection statement with them beforehand together with details of what you've agreed on their behalf. When applying for a credit card you must have permission to give information about any third party named on the application form.

## Providing your personal data

We'll tell you if providing some personal data is optional, including if we ask for your consent to process it. In all other cases you must provide your personal data so we can process your application (unless you're a customer and we already hold your details).

## Monitoring of communications

Subject to applicable laws, we'll monitor and record your calls, emails, text messages, social media messages and other communications in relation to your dealings with us. We'll do this for regulatory compliance, self-regulatory practices, crime prevention and detection, to protect the security of our communications systems and procedures, to check for obscene or profane content, for quality control and staff training, and when we need to see a record of what's been said. We may also monitor activities on your account where necessary for these reasons and this is justified by our legitimate interests or our legal obligations.

## Using your personal data: the legal basis and purposes

We'll process your personal data:

1. As necessary **to perform our contract with you** for the relevant account, policy or service:
  - a) To take steps at your request prior to entering into it;
  - b) To decide whether to enter into it;
  - c) To manage and perform that contract;
  - d) To update our records; and
  - e) To trace your whereabouts to contact you about your account and recovering debt.
2. As necessary for **our own legitimate interests** or those of other persons and organisations, e.g.:
  - a) For good governance, accounting, and managing and auditing our business operations;
  - b) To search at credit reference agencies at your home and business address (if you are a business customer) if you're over 18 and apply for credit;
  - c) To monitor emails, calls, other communications, and activities on your account;
  - d) For market research, analysis and developing statistics; and
  - e) To send you marketing communications and for marketing to you in-branch, including automated decision making relating to this.
3. As necessary **to comply with a legal obligation**, e.g.:
  - a) When you exercise your rights under data protection law and make requests;
  - b) For compliance with legal and regulatory requirements and related disclosures;
  - c) For establishment and defence of legal rights;
  - d) For activities relating to the prevention, detection and investigation of crime;
  - e) To verify your identity, make credit, fraud prevention and anti-money laundering checks; and
  - f) To monitor emails, calls, other communications, and activities on your account.
4. Based on **your consent**, e.g.:
  - a) When you request us to disclose your personal data to other people or organisations such as a company handling a claim on your behalf, or otherwise agree to disclosures;
  - b) When we process any special categories of personal data about you at your request (e.g. your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning your health, sex life or sexual orientation); and

- c) To send you marketing communications where we've asked for your consent to do so.

You're free at any time to change your mind and withdraw your consent. The consequence might be that we can't do certain things for you.

## Sharing of your personal data

Subject to applicable data protection law we may share your personal data with:

- The Santander group of companies\* and associated companies in which we have shareholdings;
- Sub-contractors and other persons who help us provide our products and services;
- Companies and other persons providing services to us;
- Our legal and other professional advisors, including our auditors;
- Fraud prevention agencies, credit reference agencies, and debt collection agencies when we open your account and periodically during your account or service management;
- Other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears;
- Government bodies and agencies in the UK and overseas (e.g. HMRC who may in turn share it with relevant overseas tax authorities and with regulators e.g. the Prudential Regulation Authority, the Financial Conduct Authority, the Information Commissioner's Office);
- Courts, to comply with legal requirements, and for the administration of justice;
- In an emergency or to otherwise protect your vital interests;
- To protect the security or integrity of our business operations;
- To other parties connected with your account e.g. guarantors and other people named on the application including joint account holders who will see your transactions;
- When we restructure or sell our business or its assets or have a merger or re-organisation;
- Market research organisations who help to improve our products or services;
- Payment systems (e.g. Visa or Mastercard) if we issue cards linked to your account, your account is linked to a card on another current account, or as a result of a transfer to another account you receive a card. The Payment systems may transfer your personal data to others as necessary to operate your account and for regulatory purposes, to process transactions, resolve disputes and for statistical purposes, including sending your personal data overseas; and
- Anyone else where we have your consent or as required by law.

## International transfers

Your personal data may be transferred outside the UK and the European Economic Area. While some countries have adequate protections for personal data under applicable laws, in other countries steps will be necessary to ensure appropriate safeguards apply to it. These include imposing contractual obligations of adequacy or requiring the recipient to subscribe or be certified with an 'international framework' of protection. Further details can be found in the 'Using My Personal Data' booklet.

## International Corridors

Where you may have international business needs, we will share information relating to your company, products and accounts, including transactional information, with Banco Santander S.A., Santander group companies and other partner banks who may be based in other countries, to better support the international operations of your company and decide whether to offer your company other products and services. For more information on who those other Santander group companies or other partner banks are, you can contact your Relationship Team or call 0800 731 666 (we're available Monday to Friday 8am to 9pm and Saturday 8am to 2pm). The data shared will include information on your company's financial position, its auditable accounts, its directors and shareholders and any information held about the company by Santander, such as information about transactions carried out on your accounts with Santander and information regarding any other products and services that you receive from us. We will do this on the basis of our legitimate interests. **If you do not want us to share your data in this manner you can speak to us.** Unless you have agreed otherwise, if we believe you may have international business needs we will check whether you have accounts held with other Santander group companies. If there are products or services that we or our group of companies or partner banks think may meet your needs we may tell you about these. You can amend your marketing preferences at any time by contacting us.

## Identity verification and fraud prevention checks

The personal data we've collected from you at application or at any stage will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment in future. We may also search and use our internal records for these purposes. Further details on how your personal data will be used by us and these fraud prevention agencies, and your data protection rights, can be found in the 'Using My Personal Data' booklet.

## Credit reference checks

If you've applied for a credit product then in order to process your application, we'll perform credit and identity checks on you at your home and business address (if you are a business customer) with one or more credit reference agencies. To do this we'll supply your personal data to the credit reference agencies and they'll give us information about you. When we carry out a search at the credit reference agencies they'll place a footprint on your credit file. A credit search may either be: a) a quotation search where a soft footprint is left. This has no effect on your credit score, and lenders are unable to see this; or b) a hard footprint where you've agreed/requested Santander to proceed with your application for credit. This footprint will be viewable by other lenders and may affect your ability to get credit elsewhere. We'll also continue to exchange information about you with credit reference agencies while you have a relationship with us. The credit reference agencies may in turn share your personal information with other organisations. The personal data shared with the credit reference agencies will relate to you and your business (if you are a business customer). Details about your application (whether or not it's successful) will be recorded and we'll give details of your accounts and how you manage them to credit reference agencies. We will use this personal data to manage your account, including any future increase in your credit limit and card limit, and to determine the interest rate payable and the way interest on the account is charged or calculated if you apply for a credit card. If you do not repay any debt in full or on time, they'll record the outstanding debt and supply this information to others performing similar checks, to trace your whereabouts and to recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted. A financial association link between joint applicants will be created at the credit reference agencies. This will link your financial records and will be taken into account in all future applications by either or both of you until either of you apply for a notice of disassociation with the credit reference agencies. Very occasionally, if we have insufficient information about you and you apply for a credit card, we may use the information about other members of your family.

If you're a business customer and you're a director, we will seek confirmation from the credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

The identities of the credit reference agencies, and the ways in which they use and share personal information is explained in more detail in the 'Using My Personal Data' booklet, or via the Credit Reference Agency Information Notice (CRAIN) document which can be accessed via any of the following links:

- [experian.co.uk/crain](https://experian.co.uk/crain)
- [equifax.co.uk/crain](https://equifax.co.uk/crain)
- [callcredit.co.uk/crain](https://callcredit.co.uk/crain)

#### Your marketing preferences and related searches

We'll use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your preferences. You can change your preferences or unsubscribe at any time by contacting us. In the case of social media messages you can manage your social media preferences via that social media platform. We may search the files at credit reference agencies before sending marketing communications or doing marketing in-branch to you about credit. The credit reference agencies don't record this particular search or show it to other lenders and it won't affect your credit rating. We do this as part of our responsible lending obligations which is within our legitimate interests.

If you don't want information on other products and services or to be included in market research, and you haven't told us before, you can let us know by calling us on 0800 218 2345 (we're available Monday to Friday 8am to 9pm and Saturday 9am to 2pm). We may record and monitor calls to help us with training and security.

#### Automated decision making and processing

Automated decision making involves processing your personal data without human intervention to evaluate your personal situation such as your economic position, personal preferences, interests or behaviour, for instance in relation to transactions on your accounts, your payments to other providers, and triggers and events such as account opening anniversaries and maturity dates. We may do this to decide what marketing communications and marketing in-branch is suitable for you, to analyse statistics and assess lending and insurance risks. All this activity is on the basis of our legitimate interests, to protect our business, and to develop and improve our products and services, except as follows; when we do automated decision making including profiling activity to assess lending and insurance risks, this will be performed on the basis of it being necessary to perform the contract with you or to take steps to enter into that contract. Further details can be found in the 'Using My Personal Data' booklet.

#### Other information about you if you are a business customer

We may also hold all the information you give to us (i.e. name, address, date of birth, nationality) in order to undertake periodic due diligence checks which banks are required to undertake to comply with UK legislation.

#### Criteria used to determine retention periods (whether or not you become a customer)

The following criteria are used to determine data retention periods for your personal data:

- **Retention in case of queries.** We'll retain your personal data as long as necessary to deal with your queries (e.g. if your application is unsuccessful);
- **Retention in case of claims.** We'll retain your personal data for as long as you might legally bring claims against us; and
- **Retention in accordance with legal and regulatory requirements.** We'll retain your personal data after your account, policy or service has been closed or has otherwise come to an end based on our legal and regulatory requirements.

#### Your rights under applicable data protection law

Your rights are as follows (noting that these rights don't apply in all circumstances and that data portability is only relevant from May 2018):

- The **right to be informed** about our processing of your personal data;
- The right to have your personal data **corrected if it's inaccurate** and to have **incomplete personal data completed**;
- The right **to object** to processing of your personal data;
- The right **to restrict processing** of your personal data;
- The right **to have your personal data erased** (the 'right to be forgotten');
- The right **to request access** to your personal data and information about how we process it;
- The right **to move, copy or transfer your personal data** ('data portability'); and
- Rights in relation to **automated decision making** including profiling.

You have the right to complain to the Information Commissioner's Office. It has enforcement powers and can investigate compliance with data protection law: [ico.org.uk](https://ico.org.uk).

For more details on all the above you can contact our DPO or request the 'Using My Personal Data' booklet by asking for a copy in branch or online at [santander.co.uk](https://santander.co.uk).

#### Data anonymisation and aggregation

Your personal data may be converted into statistical or aggregated data which can't be used to identify you, then used to produce statistical research and reports. This aggregated data may be shared and used in all the ways described above.

#### \*Group companies

For more information on the Santander group companies, please see the 'Using My Personal Data' booklet.

# Agreement Terms and Conditions

The following conditions form part of your Credit Agreement and should be read in conjunction with that document.

## 12 Definitions

In these terms and conditions, some words have particular meanings as set out below:

'Account' means the account opened by us in the name of the Accountholder that records the amount the Accountholder owes us under this agreement.

'Account Fees' means the fees set out in Condition 8.2.

'Accountholder' means the sole trader, partnership, limited liability partnership, company, unincorporated body or other business entity which has entered into this agreement and whose Account is authorised to be operated by an owner, partner, member, director or other officer of the business.

'Balance Transfer' means either:

- a debit from the Account of an amount the Accountholder owes another lender in the United Kingdom in respect of a business credit card; or
- a debit from the Account to a business current account held by the Accountholder with any lender or with us in the United Kingdom.

'Card' means any Card or Card details issued by us for use in connection with the Account including Card details stored on an electronic wallet, smart phone or another device.

'Cardholder' means any person nominated by the Accountholder, or named on the application form, who is issued with a Card and is authorised to carry out Transactions on the Account.

'Cash Limit' means the maximum amount that may be borrowed on the Account (if any) from time to time for Cash Transactions.

'Cash Transaction' means any cash loan we make to the Accountholder obtained by use of the Card or Card number, including:

- the purchase of travellers' cheques or foreign currency;
- cash from a cash machine displaying a payment scheme logo or obtained over the counter at a bank or cash provider;
- any payment made by use of a money order, electronic money transfer, direct debit, standing order or similar;
- any use made for gambling including internet gambling and purchase of lottery tickets; or
- similar facilities we may provide in connection with the use of the Account.

'CCA Protected Business' means a business carried out through a sole trader or a partnership of three or fewer partners which are not all incorporated.

'Credit Limit' means the maximum amount the Accountholder may borrow on the Account at any one time, including the Cash Limit, if any.

'Default Fees' means the fees set out in Condition 8.1.

'Individual Credit Limit' means the maximum amount which a Cardholder may use for Transactions at any one time.

'Non-Sterling Transaction Fee' means the fee set out in Condition 8.2 which is applied to transactions made in a currency other than sterling.

'Payment Scheme Exchange Rate' means the exchange rate set by Mastercard or Visa (depending on the payment scheme logo displayed on a Cardholder's Card) and which is prevailing at the date and time the Transaction is processed.

'Personal Security Details' means various registration numbers or codes or devices that allow the Accountholder to operate the Account and any other Santander Group accounts in their name remotely.

'PIN' means any personal identification number to be used with the Card.

'Promotional Period' means the period we tell the Accountholder before a Special Transaction can be made during which preferential terms will apply.

'Purchase' means a purchase of goods or services using the Card or Card number or where the amount of the purchase is debited directly to the Account.

'Recurring Transaction' means an agreement between a Cardholder or the Accountholder and a supplier that allows the supplier to ask us to make payments to them from the Account on a regular basis.

'RFI' means a financial institution which fulfils the definition of a Relevant Financial Institution within Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014.

'Santander Group' means Banco Santander, S.A., its subsidiaries, both direct and indirect, including Santander UK plc.

'Special Transaction' means any Transaction on preferential terms for a Promotional Period that we may make available from time to time.

'TTP' means a third party payment provider which is authorised to access information and make payments on online payment accounts operated by other providers (such as us and other banks, building societies and credit card issuers).

'Transaction' means a Balance Transfer, Cash Transaction, Purchase, and any other Transaction made by a Cardholder on the Account.

'We', 'us' or 'our' means Santander UK plc and any person we may transfer our rights or duties to under this agreement.

## 13 The Account

### 13.1 Use of Cards

- We will put on the Account all Transactions, Special Transactions and all other amounts the Accountholder has to pay to us in connection with the Account.
- If any Cardholder or the Accountholder has authorised a Recurring Transaction, the supplier may continue to take payments from the Account until the Cardholder or the Accountholder tells them or us to cancel it. The Cardholder or the Accountholder may withdraw their authorisation at any time up to the end of the business day (Monday to Friday other than English bank holidays) before the Recurring Transaction is due to be paid. We will use our best efforts to stop these Transactions from being charged to the Account. As Recurring Transactions are initiated by the supplier, the Cardholder or the Accountholder may wish to contact the supplier as well to stop the Recurring Transaction being initiated. If the Recurring Transaction is taken from the Account after they have withdrawn their authorisation we will refund the Transaction amount together with any related charges or interest.

- The Accountholder and Cardholders must not use the Card or the Account for any illegal purpose.
- Cards belong to us and must be immediately returned to us or destroyed if we ask. We may ask others to retain Cards for us.
- For operational reasons we can recall or replace Cards at any time and may change the Card and/or Account numbers at any time. We may provide a Card using a different payment scheme as a replacement Card as long as we reasonably think the Accountholder will get the same or a better service with that Card. We may issue at our discretion a Card with a contactless function which can be used at suppliers who accept contactless Mastercard or Visa credit card payments. If a Card has a contactless function, this will have a maximum Transaction limit which we will tell the Cardholder or the Accountholder about when they receive a Card or they can contact us on **0800 218 2345\*** for more information.
- The Accountholder must not hold duplicate Accounts with us.

### 13.2 Credit Limit and Cash Limit

- Where a Card is issued on the Account to an additional Cardholder, the Accountholder can limit the additional Cardholder's spend.
- The amount that Cardholders can withdraw in Cash Transactions in any month cannot be more than 50% of the Credit Limit. We may change this Cash Limit from time to time and will notify the Accountholder of any changes by post, email, statement or the document store in Online Banking (where available).
- The Credit Limit or the Cash Limit must not be exceeded at any time. If it is, the Accountholder must pay us the excess immediately. To decide whether the Credit Limit or Cash Limit has been exceeded we can take into account the amount of any Transaction we have authorised even if it has not yet been charged to the Account.
- In exceptional circumstances, we may allow the Accountholder to exceed the Credit Limit or an additional Cardholder to exceed their Individual Credit Limit as a service to the Accountholder. If we allow this, the Accountholder will still have to pay the Over Limit Fee detailed in Condition 8.1.
- We may decrease the Credit Limit from time to time and will tell the Accountholder at least 2 months before we do so, unless we are concerned about the Accountholder's ability to repay us in which case we may reduce the Credit Limit immediately in accordance with Condition 15.2. We will tell the Accountholder about any decrease by post, email, text or the document store in Online Banking (where available).
- We may increase the Credit Limit from time to time and we will tell the Accountholder the new limit at least 2 months before we do so. We will tell the Accountholder about any increase by post, email, text or the document store in Online Banking (where available).
- In the future the Accountholder will be able to choose how they want Credit Limit increases to apply to the Account and can change their choice at any time by contacting us. We may tell the Accountholder from time to time that an increased Credit Limit is available. Dependent on how the Accountholder has chosen to manage Credit Limit increases, they will have the option to either:
  - choose to exercise their right to that higher Credit Limit within the time we tell the Accountholder (which will be at least 2 months); or
  - do nothing and the Credit Limit will automatically increase after 2 months.

We may not offer an increased Credit Limit if we have concerns about the risk of the Accountholder repaying us.

A higher Credit Limit may offer greater flexibility and convenience to meet the Accountholder's financial needs. However, it may also increase the risk of taking on too much debt, which may be costly, or take a long time to pay off. The Accountholder should carefully consider whether they need a higher limit.

We will notify the Accountholder when this service becomes available to them.

- The Accountholder can tell us at any time if they no longer want any Credit Limit increases to be offered to them, if the Accountholder wants the Credit Limit to be reduced (subject to a minimum Credit Limit which we will tell them upon request) and the Accountholder may reject any Credit Limit increase that we may offer before it takes effect by calling us on **0800 218 2345\***.

### 13.3 Special Transactions

We may offer Special Transactions from time to time.

### 13.4 Balance Transfers

- Balance Transfers can only be made from any other credit card account the Accountholder holds which is a business account. Balance Transfers may not be made to pay off an amount the Accountholder owes on any other card issued by a Santander Group company. We will let the Accountholder know of any other restrictions that apply before a Balance Transfer is made. If a Balance Transfer is made to pay off an amount the Accountholder owes another lender, the Accountholder should continue to make any payments due to the other lender both before and after the Balance Transfer has been made. We may put limits on the amount of Balance Transfers or only allow them up to a proportion of the Credit Limit. We will tell the Accountholder about these limits before a Balance Transfer can be made. Details of our Balance Transfer Fees are set out in Condition 8.2. After a Balance Transfer has been added to the Account it cannot be cancelled and any fee we charge for making the Balance Transfer cannot be refunded.
- If the Accountholder asks us to make a Balance Transfer on a business day before the cut-off time, the payment will reach the receiving lender on the next business day. We will tell the Accountholder the cut-off time when they ask for a Balance Transfer. If the Accountholder makes the request on a non-business day or after the cut-off time, we'll process it on the next business day and the payment will reach the receiving lender on the next business day after that.
- If the Accountholder asks us to make a Balance Transfer and the funds are sent to the wrong account, we will, unless the Accountholder provided us with the wrong details, restore the Account to the state it would have been in had the payment not been made. If we send it late, the Accountholder may ask us to contact the recipient lender and ask them to credit the Balance Transfer as if it had been received on the correct date.
- Where we find that the Accountholder has given us incorrect details, we will use reasonable steps to recover any amounts sent. We are entitled to charge the Accountholder a reasonable sum for doing this.

## 14 Additional Cards

- 14.1 The Accountholder may ask us to issue an additional Card to any person that they nominate as long as they are eligible for one.
- 14.2 The Accountholder is responsible for use of all Cards issued on the Account including the conduct of any Cardholder that makes the Accountholder break this agreement. The Accountholder must ensure that each Cardholder uses the Card according to the terms and conditions of this agreement.
- 14.3 We will not give Cardholders information about the Account but in certain circumstances we will provide information relating to Transactions made by the Cardholder. This does not affect the Accountholder's responsibility set out in Condition 14.2 above.
- 14.4 The Accountholder can ask us to cancel any Card at any time but will remain responsible for it until it is returned to us or is securely destroyed.

## 15 Our right to limit use of the Account

- 15.1 We may cancel or suspend the right to use any Card or the Account at any time where we reasonably believe this is necessary because of reasons relating to:
- the security of a Card or the Account;
  - suspected or actual unauthorised or fraudulent use of a Card or the Account;
  - a significantly increased risk that the Accountholder will not repay us; or
  - the Accountholder only meeting the minimum payment for a sustained period and then:
    - not responding to our requests under Condition 6.2 to make additional payments; or
    - responding to our requests under Condition 6.2 but failing to select an additional payment, either because the Accountholder does not feel the higher amount is affordable, or because the Accountholder does not wish to pay the higher amount; or
    - responding to our requests under Condition 6.2 but choosing an option which we have told the Accountholder will result in temporary suspension of the Cards until the balance has been repaid or choosing another option but subsequently failing to maintain the higher payments for the requested period.
- 15.2 We will tell the Accountholder that we are cancelling or suspending the right to use a Card or the Account and give them our reason for doing this. Where we are unable to contact the Accountholder to tell them of this we shall stop use of a Card or the Account and let them know immediately after. Where use of a Card or the Account is unlawful we may cancel or suspend the right of use without telling anyone first. The agreement will continue if we cancel or suspend the right to use a Card or the Account and we will not be liable for any loss or damage the Accountholder or a Cardholder may suffer as a result of the cancellation or suspension.
- 15.3 We may refuse to carry out a Transaction if:
- there is a threat to the security of a Card or the Account;
  - the Accountholder has exceeded or would exceed the Cash Limit or (except in the circumstances described in Condition 13.2 d)) the Accountholder has exceeded or would exceed the Credit Limit or an additional Cardholder has exceeded or would exceed their Individual Credit Limit;
  - the Accountholder or Cardholder tells us that a Card has been lost or stolen;
  - we are required to do so for any legal, regulatory or fraud prevention purposes;
  - the Accountholder or Cardholder has given us an inaccurate or unclear payment instruction;
  - the Transaction appears unusual compared to the normal spending pattern;
  - the Transaction is not for a merchant category code which has been authorised for the Cardholder; or
  - we suspect fraud or that carrying out a Transaction may result in increased credit risk.
- The Accountholder can contact us to find out why we have refused to carry out a Transaction. Where we refuse to carry out a Transaction we will notify the Accountholder of this and give reasons for such refusal and tell the Accountholder the steps required to complete the Transaction unless doing so would compromise our reasonable security measures or otherwise be unlawful.
- 15.4 We may decline to issue a replacement Card where:
- the Accountholder, or anyone acting on their behalf, has repeatedly broken this agreement with us;
  - the Account is dormant; or
  - we reasonably consider that there is a significantly increased risk the Accountholder will not be able to repay us.

## 16 Charges

- 16.1 Details of fees charged in relation to all Transactions are detailed in Condition 8.
- 16.2 If a Cardholder uses their Card (or Card number) to withdraw cash from any cash machine or for another type of Cash Transaction, we will charge the Accountholder the Cash Transactions Fee set out in Condition 8.2.
- 16.3 All Transactions in currencies other than sterling will be converted into sterling on the day they are added to the Account at the Payment Scheme Exchange Rate (at the date the Transaction is processed) together with the Non-Sterling Transaction Fee. The Payment Scheme Exchange Rate used may differ from the rate when the Transaction was made as exchange rates vary on a daily basis. The Payment Scheme Exchange Rate used when such Transactions are made and the amount of the Transactions in sterling following application of the exchange rate will be set out in the statement. For an indication of the Payment Scheme Exchange Rate visit [www.mastercard.com](http://www.mastercard.com) or [www.visaeurope.com](http://www.visaeurope.com) or call us on **0800 218 2345**.

## 17 Payments and interest

- 17.1 The Accountholder must make at least the minimum monthly payment each month, to be received by us by the payment due date shown in the statement. Payments will reduce the balance only when they are credited to the Account. The statement will give guidance on when to make payments by different methods so that they reach us and can be added to the Account on time. We will treat any payment made (or part of it) as paying off any arrears on the Account first before treating it as the minimum monthly payment due on the Account.
- 17.2 We may at any time waive the whole or part of any interest in respect of any amount charged to the Account, if we think it appropriate to do so, based on how the Account is used.

- 17.3 As we process payments automatically we may accept partial payments marked 'payment in full' or other similar language without losing our right to claim full payment.
- 17.4 The Accountholder authorises us to take payments due to us under this agreement from current or savings accounts the Accountholder has with any Santander Group company if the Accountholder does not pay them on time. We will give the Accountholder advance notice and will not take payment if we consider that the funds in the relevant account will be required to pay standing orders or direct debits pending at the time we intend to take payment.
- 17.5 The Accountholder should not make payments that place the Account in credit. If this does occur, we may still restrict the use of Cards and the Account to the amount of the Credit Limit and we can return any credit balance to the Accountholder.
- 17.6 The Accountholder may pay the Account balance in whole or in part at any time and can call us on **0800 218 2345** to find out the Account balance and can make payments using any of the methods set out in the statement.

## 18 Disputed Transactions and refunds

- 18.1 Where a Cardholder or the Accountholder disputes a Transaction, we will ask for information about the Transaction which is reasonably necessary to allow us to carry out our investigation. We will advise what information we require and the timeframe in which we need it when the Cardholder or the Accountholder contacts us. If, following our investigation, we find that the Transaction was not authorised, we will refund the amount of the Transaction and restore the Account to the state it would have been in had the Transaction not taken place. If we refund the amount of the Transaction before we investigate the claim, we reserve the right to redebit the Account should our investigations show that the disputed Transaction was correctly authorised by the Cardholder or the Accountholder.
- 18.2 If a Cardholder or the Accountholder disputes any pre-authorised Transaction, they must tell us about this as soon as possible. If the dispute relates to the amount of any Transaction where the amount of the Transaction exceeds the amount that was reasonably expected (other than as a result of exchange rate fluctuations), the Cardholder or the Accountholder must tell us within eight weeks from the date on which the Transaction was put on the Account as the Accountholder is entitled to a full refund. The right to a refund does not apply where the Cardholder or Accountholder has given consent to the Transaction to be made and information about the Transaction was provided at least four weeks before the date on which payment is due.
- 18.3 The Accountholder cannot use a claim against a supplier as a reason for not making payments to us unless they have a legal right to do so.
- 18.4 Where a shop or other person a Cardholder has paid using a Card gives a refund, the Account will be re-credited when we receive an acceptable refund voucher. Any refund is treated as a payment towards the Account balance and allocated in accordance with Condition 7. This means it may not pay off the specific Transaction to which it related.

## 19 Statements

- 19.1 We will send a statement each month that there is activity or a balance on the Account. The statement will show any payments made to the Account and all Transactions and other amounts added to the Account since the last statement.
- 19.2 The Accountholder must make the minimum payment each month even if a statement is not received for any reason. In these cases the Accountholder must contact us to find out the minimum payment due that month. If a statement is not received, the Accountholder will still have to pay any interest on the Account balance.
- 19.3 The Accountholder must tell us as soon as possible if the statement appears to be wrong or if a statement is not received.
- 19.4 The Accountholder agrees that, if Online Banking is available on the Account, we may make statements available in a printable and/ or downloadable format via the document store (where available). The Accountholder will receive an email when a document is ready to view. The Accountholder can choose not to receive statements in this way in which case they will be sent to the most recent postal address we have for the Accountholder.

## 20 Remote access and security

- 20.1 If the Accountholder has been provided with Personal Security Details, they will be able to use them to operate the Account and any other Santander Group accounts the Accountholder may have using the Internet, telephone and other channels, which may be available for the Santander Group accounts from time to time.
- 20.2 Whenever the Accountholder uses the Internet, telephone or other channels to access the Santander Group accounts of the Accountholder, the use of their Personal Security Details authorises us to provide the service requested.
- 20.3 We may withdraw any or all of an Accountholder's Personal Security Details if we believe that this is necessary for security reasons or to prevent misuse of remote access services or of the Account.
- 20.4 Each Cardholder must:
- make sure that each physical Card is signed as soon as it is received;
  - keep any Personal Security Details and the Cards safe and not let anyone else know them or use them;
  - make sure they know the Personal Security Details, PIN and other security information and keep them secret at all times, including destroying the notification we send the Cardholder;
  - take care when storing or disposing of information about the Account; and
  - comply with the security procedures we tell them about from time to time.
- 20.5 If a Card is lost or stolen or the Accountholder or Cardholder thinks that it or the Personal Security Details or Card number may be misused, or that someone may know the Personal Security Details or PIN, the Accountholder or Cardholder must tell us as soon as possible by telephoning **0800 218 2345** or writing to **Credit Card Customer Service, Santander UK plc, PO Box 983, Bradford, BD1 9FE**. If we ask, they must write to us within seven days.
- 20.6 The Accountholder and any Cardholder must give us all the information they have about the loss, theft or misuse of the Card, Card number, Personal Security Details or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful.
- 20.7 The Accountholder will not have to pay for any unauthorised use of a Card or PIN after the Accountholder or Cardholder has told us that it is lost or stolen or they think that it may be misused by someone other than the Accountholder or the Cardholder, unless the Cardholder or the Accountholder has acted fraudulently or were responsible for the misuse, for example by allowing someone else to have the Card. The Accountholder may have to pay us up to £o for unauthorised use before someone lets us know that the Card or PIN is lost, stolen or liable to misuse.



- 20.8 Cardholders must not damage or deface any Card or interfere with any chip in a Card at any time except those Cards that have to be cancelled, withdrawn or have expired, which must be destroyed by cutting them into several pieces.
- 20.9 Our fraud detection systems highlight suspicious spending patterns. We may call the Accountholder or Cardholder if suspicious Transactions appear on the Account. These calls may include computer generated speech. If the Accountholder does not want us to call in this way, please phone us on **0800 169 3344**.\*
- 20.10 To prevent and detect fraud, where we hold information about devices the Accountholder uses such as mobiles or tablets, we may use location or other data from these devices. For example, we may check if the Accountholder is in the country where their payments are being made in instances where we suspect fraud on the Account. We will not use this information for any other purpose.
- 20.11 After 13 January 2018, if any person who is a business owner provides us with a mobile phone number or email address, we'll start registering them for our free Account alerts service so that we can send them messages to notify them when the Account is nearing the Credit Limit. These alerts will be sent by SMS, unless we don't have the relevant business owner's mobile phone number in which case they will be sent by email. We'll use the details already provided to us so it's important we have up-to-date mobile phone numbers and email addresses for these individuals. Details can be updated through Online Banking (where available) or by calling us.
- 20.12 These alerts will not be sent to additional signatories, additional Cardholders or authorised users who are not business owners.
- 20.13 If the business owners are happy to receive these alerts, they don't need to do anything. However each business owner can change or cancel alerts at any time through Online Banking (where available) or by calling us. Any other business owners will continue to receive alerts unless they also cancel them. In addition to these alerts, there are a variety of other alerts the business owners may find useful. Further details of these can be found in Online Banking (where available) or by calling us.
- 20.14 Alerts will only be sent to each business owner once. If a message is deleted, we cannot send it again.
- 20.15 All balances in any alert will be correct as at the date and time stated in the text or email and are subject to possible re-adjustments. Any balance shown refers to the actual balance on the Account and may include Transactions that are still being processed and so may be subject to change.
- 20.16 If we do not send an alert to any or all business owners, or if any alert that we send is inaccurate, we will only be responsible for any charges incurred on the Account which could have otherwise been avoided.
- 20.17 The Accountholder consents to us using their information to provide payment services to them. If the Accountholder withdraws this consent, we will stop providing payment services but may still use the Accountholder's data where we have lawful grounds to do so (for example because we need to retain records for regulatory purposes).

## 21 Third Party Providers

- 21.1 The Accountholder can instruct a TPP to access online information on the Account and make online Balance Transfers from the Account as long as they have identified themselves to us and acted in accordance with the relevant regulatory requirements. We will treat any instructions from a TPP as if they are from the Accountholder.
- 21.2 Although the Accountholder must not, generally, give the security details to anyone else, the Accountholder may give them to a TPP if they ask for them.
- 21.3 For an initial interim period (expected to be no more than 18 months from January 2018), some TPPs may (with the Accountholder's permission) choose to access the Account without identifying themselves to us. As a result, it is important that the Accountholder checks that any TPP they use is authorised to access the Account. They should make this clear from the information they give the Accountholder. The Accountholder must not give security details to a third party that isn't authorised. If they do, we'll have to assume it's the Accountholder that's authorising us to give access to information about the Account and the Accountholder will be responsible for any payments made as a result.
- 21.4 We can refuse an instruction from a TPP for the reasons set out in Condition 15.3 and may deny them access to the Account where we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we will tell the Accountholder that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case we will tell the Accountholder immediately afterwards. In either case, we will tell the Accountholder in the manner in which we consider most appropriate in the circumstances. We will not tell the Accountholder where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.

## 22 Changes to this agreement

- 22.1 We may change fees and charges (including removing or adding fees or charges) for reasons which relate only to the Accountholder and which may be based on a number of factors, such as credit risk (which may include use of external credit reference data), the way the Accountholder uses the Account and whether the Accountholder breaks the terms of this agreement.
- 22.2 We may also change fees and charges (including removing or adding fees or charges) and other terms where the change is to:
- a) take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate; or
  - b) reflect an actual, or reasonably expected, change in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology; or
  - c) reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to the Accountholder.
- Any change we make will not be more than is reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.
- 22.3 As this agreement has no fixed end date, we may also change fees and charges (including removing or adding fees or charges) and other terms at any time.
- 22.4 We will give the Accountholder at least 2 months' notice before we make a change under Condition 22.1, 22.2 or 22.3 unless it is to the Accountholder's advantage, in which case we may make the change immediately and tell the Accountholder about it within 30 days. If a change is to the Accountholder's disadvantage the Accountholder can write to us within 60 days to close the Account. If the Accountholder does so, the change will apply until the agreement ends.
- 22.5 We will give notice about any changes by post, email, statement or via the document store in Online Banking (where available).

## 23 Ending the agreement

- 23.1 The Accountholder may end this agreement at any time by writing to our Customer Service Department at the address in Condition 20.5 or calling us on **0800 218 2345\*** and paying the full amount the Accountholder owes us. Unless there are exceptional circumstances such as where the Accountholder has become an RFI, we will give 2 months' written notice if we decide to end this agreement. The Accountholder must continue to pay interest on all amounts owed to us even after the Account is terminated or closed.
- 23.2 We may demand repayment of the full amount the Accountholder owes to us (including any Special Transactions) if:
- a) we find out that our decision to lend was based on inaccurate, misleading or incomplete information;
  - b) the Accountholder, or anyone acting on behalf of the Accountholder, breaks this agreement regularly or seriously;
  - c) where the Accountholder is an individual they die, become bankrupt or make a voluntary arrangement with other people they owe money to;
  - d) where the Accountholder is a corporate body and it enters into any arrangement with its creditors or is otherwise unable to pay its debts as they fall due; or
  - e) the Accountholder has broken the terms of another agreement with us and as a result we have given notice ending that agreement and we have reasonable grounds for thinking that the Accountholder may not be able to continue making payments under this agreement.
- Before making any demand we will provide the Accountholder with any notices required by law.
- 23.3 We may close the Account (by providing 2 months' written notice), cancel or suspend any right to use the Account or reduce the Credit Limit if it has been dormant, meaning there have been no Transactions or a zero balance for a period of 6 months or more. Before we close, cancel or suspend any right to use the Account, we will contact the Accountholder to determine whether they intend to make any further Transactions on the Account.
- 23.4 Once notice has been given, Cards, Card numbers and PINs must not be used and must be destroyed by the Cardholder or the Accountholder or, if we ask, the Accountholder must return all Cards having cut them into several pieces and cancel any instructions or authorities given to others to charge the Account. The Accountholder must continue to make all payments due under this agreement, which will continue until the Accountholder has repaid all amounts owed to us, including amounts added to the Account after the notice to end the agreement.

## 24 General

- 24.1 The Accountholder must have a UK address. The Accountholder must tell us if they change their name, address, or contact details.
- 24.2 The Accountholder must promptly notify us as soon as reasonably practicable if they are, become or intend to become an RFI.
- 24.3 We may transfer to any other person or business any or all of our rights under this agreement at any time and our duties (including, without limitation, our duty to lend). If the arrangements for servicing the Account do not change as a result of this assignment, we may do this without notice, but we will give notice if and when the arrangements do change. In other cases we will give notice as soon as reasonably possible. The Accountholder's rights under this agreement and legal rights (including under the Consumer Credit Act 1974 where the Accountholder is a CCA Protected Business) will not be affected. The Accountholder may not transfer any of their rights and / or obligations.
- 24.4 This agreement is governed by the laws of England and Wales (unless the address from which the application was made in Scotland when Scots law shall apply) which will also govern the relationship between us and the Accountholder before the conclusion of this agreement. The courts of England and Wales have non-exclusive jurisdiction for any related disputes. We will only communicate in English.
- 24.5 If we do not strictly apply our rights under this agreement at any time, this will not prevent us from doing so later.
- 24.6 There may be other taxes or costs, which are not paid through us or charged by us, that the Accountholder has to pay in connection with this agreement.
- 24.7 We will not be liable if we are prevented from doing anything we have said we will do under this agreement because of anything that we cannot reasonably control, including any machine failing to work, any person, company or supplier refusing to accept any Card and industrial disputes.
- 24.8 The Accountholder can request a copy of this agreement at any time.

## 25 Complaints and how we are regulated

- 25.1 If the Accountholder has a complaint, please contact our dedicated complaints department on **0800 171 2171\***. We'll aim to provide the Accountholder with a decision as quickly as we can. Our complaints leaflet is available upon request and contains further information on our complaints process, including the handling timescales. This information is also available on our website at **santander.co.uk**. The Accountholder may also be able to refer the complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: **www.financialombudsman.org.uk**
- 25.2 The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority under the Consumer Credit Act 1974. We adhere to the Standards of Lending Practice which are monitored and enforced by the LSB: **www.lendingstandardsboard.org.uk**

## Payment information

Please read the following information on different payment methods that may apply to you and the way you use your card.

### How to make a payment

You can make payments to your account in the following ways:

| Payment type                                      | Information   |
|---|---|
| Direct Debit                                      | You can set up a Direct Debit to pay either the minimum repayment, a fixed amount or the full amount of your statement balance. If you would like to set up or amend a Direct Debit you can call us on <b>0800 218 2345*</b> .  |
| Standing order/telephone banking/internet banking | Please contact your bank or building society and use the bank details provided on your statement to set up a bill payment. Please allow up to one working day <sup>1</sup> for payment to be credited to your account.          |
| Cheque payment to Santander                       | You can pay by posting your cheque to Santander Processing Centre, Santander Credit Cards, PO Box No 12644, Harlow CM20 9QH. Please allow up to seven working days <sup>1</sup> for the payment to be credited to your account. |

Full details about payment methods can also be found on the back of your statement.

### Recurring transactions explained

A recurring transaction is a regular payment (other than a Direct Debit or standing order) collected from your credit card account by a supplier of goods or services (such as a magazine subscription) in line with your instructions. The Direct Debit Guarantee does not cover recurring transactions.

If you have authorised a recurring transaction, the person being paid may continue to take payments from your credit card account until you tell them or us to cancel it. You may withdraw your consent to a recurring transaction at any time. The latest point at which you can cancel your authorisation with us is the end of the working day<sup>1</sup> before the recurring transaction is due to be paid.

### Tax treatment

Please note that any cashback received is inclusive of any applicable taxes. Tax treatment may vary and you should consult your own tax adviser to determine the appropriate treatment.

<sup>1</sup> A working day is defined as Monday to Friday, excluding bank holidays.

\*Calls may be recorded and monitored for training and security purposes.

Santander is able to provide literature in alternative formats. The formats available are: large print, Braille and audio CD. If you would like to register to receive correspondence in an alternative format please visit [santander.co.uk/alternativeformats](https://www.santander.co.uk/alternativeformats) for more information, ask us in branch or give us a call.