

Terms & Conditions and Important Information Business Loans

This document includes:

- Our Terms of Business
- General Terms and Conditions (applicable to all Business Loans)

Please read and keep for future reference.

Effective from 1 January 2019

Our Terms of Business and Data Protection Statement

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> or by contacting the FCA on 0800 111 6768. 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

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 (FSCS).

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 to 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 the 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 the 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:



in person, by visiting any Santander branch.



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



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.

If for any reason you're not happy with our decision, or it has been over 8 weeks since you first raised your concerns with us, you may 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

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. 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, 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 (for business current accounts and business loans)

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
- equifax.co.uk/crain
- 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 have previously told us that you don't want information on other products and services or to be included in market research, we'll continue to respect your wishes. If you now wish to change your marketing preferences you can contact us on 0800 731 6666** (lines are open 8am to 9pm Monday to Friday and Saturday 9am to 2pm).

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.

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.

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.

**Calls may be recorded and monitored

Terms and Conditions

These Terms and Conditions are an example of the terms that will form part of your Agreement with us should you apply for and be accepted for an Unsecured Business Loan with us.

If you are a regulated business, such as a sole trader or a partnership with no more than 3 individual partners, you will enter a Consumer Credit Agreement regulated by the Consumer Credit Act 1974 and a Credit Agreement (comprising an agreement between you and us and including these terms and conditions) will be sent to you for signature following your successful application. For unregulated business, after a successful application, you will enter a Credit Agreement between you and us, which includes these terms and conditions.

1 Your payments

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

2 Application of payments

- The Amount of Credit stated in this Agreement will be paid directly into your Santander Business Current Account unless you authorise us to settle an existing loan in accordance with Condition 7.
- Payments received by us under this Agreement will be applied first towards the interest and charges due and then towards repayment of the Amount of Credit stated in this Agreement.

3 Default

You are in default of this Agreement if you underpay or fail to pay any monthly instalment on its due date or if you breach the terms of this Agreement in some other way. If you are in default of this Agreement, this is what will happen:

- The unpaid balance of the Total Amount Payable shown in this Agreement will become due and payable to us; and
- we shall send you a default notice telling you of the breach, what action you need to take to put things right and the date by which this should be done and giving you at least 14 days notice in writing to put things right. If we don't believe you can put things right we will ask you to pay us compensation for the breach and tell you the date by which this should be paid; and
- We will charge your account under this Agreement with the costs of enforcing our rights under this Agreement, including tracing costs, collection agency costs, and reasonable legal costs incurred. Any such costs charged by us will become due and payable immediately and will not be subject to the terms of any default notice issued to you.

4 Fees or charges

We may change the amount of any fee or charge referred to in this Agreement for any of the reasons set out below:

- to reflect a change in banking practice or legal or regulatory requirements or recommendations, including the adoption of a voluntary code of practice;
- to provide for the introduction of new or improved systems, methods of operation, services or facilities or the further development of existing ones;
- to make them clearer or more favourable to you;
- to ensure that our business is run prudently;
- to reflect changes in our costs of providing this service to you;

f) to rectify any genuine mistake;

g) necessary for the introduction of new features or services which may be of benefit to you or for the development of existing services; or

h) to reflect changes to the Santander Group structure.

If we increase our fees or charges we will give you at least 30 days' written notice before the change takes effect.

5 Bankruptcy

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

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

6 Personal information

The uses of 'your information' are set out in the Data Protection Statement above. Your data may be used in other ways where agreed by you and in very limited circumstances when required by law or where permitted under data protection legislation.

7 Settlement of existing accounts

If you have indicated that you require us to settle any of your existing credit accounts with us or with other lenders out of your loan, we are authorised to do so and to pay any balance left over into your Business bank account.

8 Your instalment

Your monthly instalments are made up partly of loan repayments (or capital) and partly of interest. Interest is charged on a day-to-day basis on the outstanding balance of your loan and will be debited to your account on the same date as your monthly instalment is due.

9 Early settlement

- You have a right to settle this Agreement in full or in part at any time. The relevant details will be sent to you at the appropriate time.
- If you wish to repay your loan in part, you must give us notice of this intention at the address stated in this Agreement or phone us on **0800 056 1991**. If you notify us that you wish to make a partial early repayment you must make the payment within 28 days beginning with the day following the day on which notice was received by us. You have the option when you repay the loan in part; to reduce the amount of the monthly repayment you make or reduce the term remaining on your loan. If you do not tell us what you wish to do, we will apply any part payment received to the capital balance with the effect of reducing the term of your loan. You also have the right to request a statement showing the effect that this partial early repayment has had on your outstanding balance on your loan. You can make this request either at the same time as making your early payment or after that time.
- If you tell us you wish to repay your loan early in full, you may do this by sending a Request for Early Settlement to the Santander Business Banking address stated in this Agreement and we will supply you with a Settlement Statement. The Settlement Statement will set out the amount you are required to pay to settle your Agreement. This Settlement Statement is valid for 28 days from the date you requested it (the 'Settlement Date') and will include interest up to and including the Settlement Date. If you decide to settle your loan we must receive the detailed amount by the Settlement Date.

d) In addition, if you repay your loan in full as set out above and your Agreement term is greater than 12 months we will, in accordance with the Consumer Credit (Early Settlement) Regulations 2004, charge you an amount equivalent to 30 days interest, calculated on the balance outstanding at the settlement date.

10 Personal Agreement

- a) You understand that we may refuse to enter into this Agreement with you if we reasonably suspect that you have provided us with materially false or misleading information...
- b) If we do enter into this Agreement with you, it is personal to you (and any of your obligations under it) may not be transferred by you or mortgaged, charged or used as security by you in any way.
- c) You must notify us of any change of address. If you do not, you must pay to us all of the money that it reasonably costs us to find out your new address.
- d) If we suspect that this agreement is being used in relation to fraud or any other criminal activity we may demand repayment of the outstanding balance payable to us.
- e) You must promptly notify us as soon as reasonably practicable if you are, become or intend to become an RFI. If we reasonably suspect that you are an RFI, we may demand immediate repayment of the outstanding balance payable to us.

11 Transfer by us

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

12 Definitions

In this Agreement:

- a) 'Agreement' means the terms, statements of rights and information set out in this document under the section headed 'Fixed Sum Loan Agreement Regulated By The Consumer Credit Act 1974' and these Terms and Conditions as may be varied from time to time;
- b) '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.
- c) the words 'we' and 'us' mean Santander UK plc, its successors and any person, firm, company or other organisation taking a transfer from Santander UK plc and 'our' is to be read accordingly; and
- d) where the context allows, the singular includes the plural and vice versa.
- e) the 'Santander Group' means Santander UK plc and all its subsidiaries.

13 Two or more customers

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

14 Set-off

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

15 General

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

16 Making a complaint

If you have a complaint, please contact our dedicated complaints department on **0800 171 2171**. A copy of our complaints procedure is available on request. If for any reason you're not happy with our decision, or it has been over 8 weeks since you first raised your concerns with us, you may be able to refer your complaint to the Financial Ombudsman Service. Details of how to complain to the Financial Ombudsman Service are available at: www.financial-ombudsman.org.uk.

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 for more information, ask us in branch or give us a call.
