

## Terms and Conditions

(Effective from 27 May 2021)

### Sainsbury's Bank and you

These conditions, together with the **Fixed Sum Loan Agreement**, set out all the conditions for your loan with us so please ensure you read both documents carefully. This loan agreement will not become binding until both we and you have signed it and will start on the date we send the money to your chosen bank account.

#### 1 Joint accounts

If this is a joint account loan agreement these terms and conditions apply to everyone named on the account, together and as individuals.

#### 2 What does this mean for you and the other account holder(s)?

Your individual liability is not limited to 50% of the money you owe us, and if you owe us money we can claim the whole amount back from both of you, or just one of you if the other account holder cannot or refuses to pay. This will apply in all circumstances, even if your relationship with the other account holder breaks down, for example, through divorce. If one of you dies, their estate will become responsible for repayment of the loan along with the other joint account holder.

#### 3 What you need to do

You agree you will make each monthly payment in the amounts set out in this loan agreement. You will make these payments by Direct Debit, or any other method we tell you. We will also use the Direct Debit system to collect any fees, charges or outstanding amounts you have to pay us. All payments must be made from a UK bank account.

#### 4 What does this mean?

This means we can collect any fees, charges or other outstanding amounts from the UK bank account you used to set-up your Direct Debit without you having to tell your bank to pay us. Unless agreed by you and us, we will not take more than the monthly payment amount shown in this loan agreement in one monthly payment period.

#### 5 Your rights

##### Changing your mind

- 5.1 You have a right to withdraw from this loan agreement within 14 calendar days from the day after this loan agreement starts (this agreement starts on the day we send the money to your bank account), and you do not need to give us any reason.
- 5.2 To use your right to withdraw you must notify us by using the details in the Contact Us section. When you ask us about your right to withdraw we will tell you the amount you need to repay, and how you can repay us.
- 5.3 If you withdraw from this loan agreement before we send you the money, we will stop the loan being paid to you.
- 5.4 Once you have notified us that you are using your right to withdraw you cannot change your mind and you must repay the loan to us, without delay and no later than 30 calendar days after giving us your notice of withdrawal. Payment must be made from a UK bank account. The bank account must be in your name unless agreed by us.
- 5.5 If you repay within 30 calendar days after giving us notice of withdrawal no interest will be charged. This means that you will have to repay us £0.00 in addition to the amount of the loan. If you repay later than 30 calendar days after giving us notice of withdrawal you will be charged interest at the rate shown in this agreement, and the interest will be calculated from the date this agreement started. You will also have to pay a late payment fee of £25.
- 5.6 If you exercise your right to withdraw but do not repay the loan within the 30 day repayment period we will add interest to the amount you owe us. You will also be charged a late payment fee of £25. If you fail to repay the loan we will take legal action to recover the outstanding loan amount, interest payable, fees, charges and our costs.

#### 6 Finding out how much you owe

During this loan agreement you can request, free of charge, a statement of your loan account which shows the due date and amount of all future monthly payments you owe us under this agreement. This statement will also show the amount of interest which is due to be charged each month and, if applicable, any other outstanding fees or charges you owe us. You can request this from us by using the details in the Contact Us section.

#### 7 Your choices

##### Taking a payment deferral at the start of your loan

- 7.1 If you chose a payment deferral, your monthly repayments won't start straight away, they will start as described in the **Total amount payable by you** section of the **Fixed Sum Loan Agreement**. As you do not have to make your normal monthly payment(s) during the payment deferral period, the amount you owe us will increase as we will continue to charge you interest on the outstanding balance of your loan.

#### 8 What does this mean?

This means that if you opted to take a payment deferral, you will not start repaying your loan straight away however the length of your loan will increase and you will pay us more interest overall.

#### 9 Paying back more than the monthly payment

You have the right, at any time, to pay us more than your monthly payment amount. Your **Fixed Sum Loan Agreement** details how this can be done in the **Overpayments** and **Early Settlement** sections, including how to give us notice that you have decided to do this.

#### 10 Why do you need to give us notice of an overpayment?

- 10.1 If you decide to make an overpayment you must notify us by using the details in the Contact Us section so we know how to treat the payment when it reaches your loan account. We will use the overpayment to reduce the length of this loan agreement, unless you tell us that you wish to keep the length of this loan agreement the same and reduce the amount of your monthly payments.
- 10.2 If you make overpayments to your loan account these must be from a UK bank account. The bank account must be in your name unless agreed by us.
- 10.3 If you decide to repay early all the money you owe us under this loan agreement, you must notify us and pay us the total amount you owe, plus any additional interest we are entitled to add because you are settling this agreement in full early. Further details can be found in the **Early Settlement** section of your **Fixed Sum Loan Agreement**.

#### 11 What we will do

##### Using the loan to pay off existing debt

If you tell us at the time of your application that your loan is to be used to repay existing loans you have with us, you give us permission to use your loan to repay any of those loans and we will pay any remaining amount of your loan to you. If this applies to you, by entering into this agreement you agree that any previous loan agreements which have been repaid using this loan will terminate and you will not be able to reinstate them.

## Collecting your monthly payments

If any of your payment due dates fall on a non-bank working day then your monthly payment will be due on the next bank working day. If we agree, you may be able to change your monthly payment due date if you request this by getting in touch using the details in the Contact Us section.

Monthly payments will be collected from your bank account on your payment due date. When we say **bank working days** we mean any day which is not a Saturday, Sunday or English bank holiday.

## 12 Calculating and charging interest

- 12.1 Interest at the annual interest rate will be calculated on the amount you owe us (excluding fees and charges) each calendar day from the date the agreement starts.
- 12.2 Interest is added to your loan account each calendar month on your payment due date from the date this agreement starts, until the total loan amount, interest and all other sums you owe us under this agreement have been repaid. Your monthly payments are used to pay the interest which has been added to your account, and to reduce the outstanding loan amount you owe us. If you do not make a monthly payment in full by the payment due date you will be charged additional arrears interest on any unpaid amounts, which will be calculated at the rate shown in this agreement, and will be applied to your loan account daily until all unpaid amounts have been paid.

## 13 Order of repayment

We will use your payments to repay the amount you owe us under this agreement in this order:

- 13.1 towards any amount in arrears you owe because you did not make monthly payments in full when they were due;
- 13.2 then, towards any monthly payments which are currently due;
- 13.3 next, towards any additional arrears interest and late payment fees;
- 13.4 lastly, towards reducing the remaining loan amount you owe us.

## 14 Our right to withdraw

We may choose to withdraw from this loan agreement before the loan is paid to you if any of the following happen:

- 14.1 we cannot verify what you have told us; or
- 14.2 your circumstances are different to what you told us; or
- 14.3 your circumstances change in a way which affects our decision to lend to you.

If any of these happen, it means that even after both of us have signed this loan agreement, we do not have to send the loan money to you.

## 15 Our right to terminate

If any of the following happen we no longer have to pay you the loan or any part of it and, depending on any notice we are required to give to you by law, we may terminate this loan agreement and you must pay us the total amount you owe us, straight away:

- 15.1 you do not pay the agreed monthly payment amount by the payment due date;
- 15.2 you breach any conditions of this loan agreement, or any other agreement you have with us;
- 15.3 you tell us something in connection with this loan agreement which is misleading or inaccurate;
- 15.4 you enter into a voluntary arrangement (or are looking to), or enter into any other arrangement with your creditors, or an application is made for a provisional insolvency order against you, or a bankruptcy petition is made against you, or we think that one is going to be made, or your property is taken into trust for the benefit of your creditors;
- 15.5 you die.

If any of these happen, it means that even after we have entered into this loan agreement and paid the money to your bank account, we can end this loan agreement and you, or your estate, will have to repay all the money you owe us. We will inform you in writing if we do this.

## 16 Using our rights

- 16.1 We can delay in using, or fail to use, our rights under this loan agreement without losing them.
- 16.2 We can still use our rights under this loan agreement even if we have made a compromise with you or we have allowed any breach of this loan agreement.
- 16.3 If we agree in advance, we may also accept part-payments made by you or a third party marked as 'payment in full' or with similar wording, whether or not such part-payment is made ahead of time, without losing our right to claim in full the total amount you owe us (plus any additional interest we have added because you are settling this agreement early), unless we confirm to you in writing that we have accepted the part-payment as full and final settlement.

Other important terms and conditions

## 17 Transferring this loan agreement

You are not allowed to transfer or assign all or part of this loan agreement, or any of your rights or obligations under it, unless we give you our permission.

- 17.1 We may transfer our rights and obligations under this loan agreement to another organisation (including organisations both within and outside the European Economic Area) and we won't need your permission. If we do this, we may let them have any other information about you, for example your name, address or telephone number. We may also arrange for any other person to have and use our rights or duties under this loan agreement. Your rights under this loan agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

## 18 Changes we can make to this loan agreement

We may change any of the terms of this loan agreement except the amount of credit (the loan), the annual interest rate and terms that by law we cannot change, if any of the following reasons applies:

- 18.1 we, acting reasonably, believe that it is in your best interests to do so; or
- 18.2 to reflect changes to the law or codes of practice, a decision made by, or requirement of a court or ombudsman, regulator or similar body; or
- 18.3 to reflect changes to the way we look after your loan account, or personal loan accounts generally (including changes to the technology we use) because of the steps we have taken to modernise or improve our systems for managing those accounts or reasons outside our control; or
- 18.4 we take over, take control of or buy another bank or organisation offering similar services, or we are taken over or our business is bought by another bank or organisation offering similar services, and the change will allow us to use the best systems available for managing personal loan accounts generally, or so our customers and customers of the other bank or organisation are treated in a similar way if they are in similar categories; or
- 18.5 to correct any errors we identify in our documentation.

Where we refer to 'changes' above we mean changes we know will happen or we reasonably believe will happen, or changes which have already taken place.

If we decide to change a term of this loan agreement we will tell you at least 7 calendar days before the change, unless the change will have a negative effect on you, in which case we will give you 30 calendar days' notice of any such change.

We may change any fee or charge, (other than the interest rate), or introduce new charges under this loan agreement to reflect a change in our administrative costs by giving you at least 30 calendar days' notice, unless the change will not have a negative effect on you, in which case we may make the change immediately.

## 19 Data Protection

We will keep any information you have provided to us confidential. However, you agree that we may share this information with other companies within the Sainsbury's Group (as detailed in our Privacy Policy, which we may amend from time to time). Please see our Privacy Policy (found on our website at <https://www.sainsburysbank.co.uk/legals/leg-reg-privacy-policy>) for more details about how we and Sainsbury's Group will use your information.

## 20 General

We may monitor and record phone calls to or from us (or on our behalf). We may do this to check any instructions you give us over the phone and to help us train our staff.

We only accept applications made by the individual(s) named on the account, we do not accept applications made by a third party on the individual's behalf.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to give any party, other than you and us, any rights or benefits under this loan agreement unless we transfer our rights and obligations under this loan agreement.

We will supply these terms and conditions and any other information or communication during this agreement in English.

We may give details of this loan agreement and any information we hold in connection with it, for example the total amount outstanding and the payment history, to anyone else if:

- 20.1 the law says we must;
- 20.2 we have a public duty to do so (this includes giving information to the police if we think it will help them prevent or detect crime);
- 20.3 it is necessary to protect our interests;
- 20.4 we are discussing transferring the loan; or
- 20.5 you have given us permission to do so.

We will give your loan a sort code and account number once it is opened to help with its administration and may change these at any time if we have a good reason, for example if we make changes to the system that administers your loan.

## 21 What law applies to our relationship?

By entering into this loan agreement you agree that your dealings with us before and after you take out this loan (including any non-contractual disputes or claims) and the terms of this loan agreement will be governed by Scots law if your address is in Scotland when this agreement is made, or the laws of Northern Ireland if your address is in Northern Ireland when this agreement is made, otherwise all dealings with us and the terms of this loan agreement will be governed by the laws of England and Wales.

The courts of either England and Wales, Scotland or Northern Ireland (depending on your address at the time this loan agreement is entered into) will have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this loan agreement.

## 22 Keeping each other informed

- 22.1 Any notice we give you will be sent to you at the last address you have given us. Unless we tell you otherwise, any notice you give us must be in writing and sent to us at our address shown in the Contact Us section. A notice will only be treated as being given when we actually receive it.
- 22.2 You must let us know straightaway if you change your name, address, email address or telephone number.
- 22.3 You warrant that the information in this loan application and contained in this loan agreement is true and accurate, and that if any of the information changes you will notify us as soon as you can using the details in the Contact Us section.
- 22.4 You can notify us of any change by calling or writing to us using the details in the Contact Us section.

## 23 If something goes wrong

### Complaints

We aim to give you the highest standards of products and services however if you are not satisfied with your relationship with us, please get in touch using the details in the Complaints section of your loan agreement.

## 24 Contact Us

If you have any questions you can visit the FAQ section (Frequently Asked Questions) of our website where you will find answers to most of your queries. If you would like more information or have any other questions, please contact us using the details in the Contact Us section.

# Contact Us

## Online

[sainsburysbank.co.uk](https://www.sainsburysbank.co.uk)

use the **Contact Us** page via Online Banking

## Telephone

Customer Services 08085 40 50 60

from 8am to 10pm on weekdays, 8.30am to 6pm on Saturdays and 9.30am to 5.30pm on Sundays

## Post

PO Box 4955, Worthing BN11 9ZA

**We can provide documents in large print, Braille or on audio. For other ways that we can support you, please visit our website or contact us.**

\* Telephone calls are free from a landline and from a mobile when calling from the UK and may be recorded for security purposes and monitored for quality control procedures.

All information is correct at the date of printing

Sainsbury's Bank plc, Registered Office, 33 Holborn, London EC1N 2HT (registered in England and Wales, no. 3279730) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register no. 184514). Sainsbury's Supermarkets Ltd is an appointed representative of Sainsbury's Bank plc.