



# Terms and conditions

## **How and when will we give you the loan?**

When you have signed and returned the agreement, we will sign it. The agreement will start on that day and will end when you have repaid everything you owe us.

1. We will pay the loan into the current account you gave in your application. This will usually be no more than 5 working days after the start date or the specific date you asked for. If the loan is to repay any other borrowing from us, the amount in your current account will be what is left over (if anything) after we have taken away the amount needed to repay those borrowings.
2. If you repay more than the total amount payable, we will close the account and return the amount you overpaid to another account you hold with us or by sending you a cheque.

## **What is the cost of the loan?**

3. We charge a fixed amount of interest which we add to the loan when we open the loan account. The total amount payable by you is the sum of interest and the loan. Although it is added upfront, we work out interest (and the APR) as if the loan amount was reduced by each projected repayment, using the interest rate, the number of monthly repayments and the period of the loan. In other words, your monthly repayments will pay off the sum of interest and the loan amount in different proportions each month. Towards the start of your loan, your monthly payments will pay off more interest, and towards the end of the loan they will pay off more of the loan amount. For these purposes, we assume we provide the loan one month (or, if you have an initial payment holiday, three months) before the first repayment date.

## **How must you repay the loan?**

4. You must make the monthly repayments set out in your agreement. If a repayment date is a non-working day you must make the repayment (or we will collect it) on the next working day.
5. After you have made your first repayment, you can change the monthly repayment date if you ask us. We will not be able to change your next repayment date but we will change all subsequent repayment dates. You can only change the date twice in any 12 month period. Changing the repayment date will not affect the amount of interest on the loan.

### **What should you do if your details change?**

6. If you change your name, address, telephone number or email address you must tell us in writing or by calling us. We will use the most recent details you have given us to send information and contact you.

### **Can you repay the loan early?**

7. You can repay all, or part, of the loan early by giving us notice in writing or by telephone. If you give us notice, we will tell you the amount needed to repay the loan in full within the next 28 days (or on a later date you tell us).
8. If you repay part of the loan early, your monthly repayment will stay the same but you may repay the loan more quickly. If you repay the loan in full, the formula in the regulations we use to work out the reduced amount of interest we can charge, works as if we charged interest at the rate that applies to the loan from the date we gave you the loan to the date which is 28 days after you give us notice, plus an additional month if your loan is repayable over a period of more than 12 months. For example, if the loan is for 36 months and you give us notice on 1 September that you want to repay the loan on 14 September, the amount required to repay the loan will include interest up to 29 October.

### **What are our rights if you miss a repayment or we have other concerns?**

9. There may be severe consequences if:
  - a) you do not make repayments on time; or
  - b) we find that any information you provided as part of your loan application was materially incorrect or misleading; or
  - c) you are declared bankrupt or have similar proceedings taken against you; or
  - d) we reasonably suspect any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us.

#### **In any of these cases, we can:**

- demand immediate repayment of the loan;
- disclose information about you and the conduct of your loan to licensed credit reference agencies (which may make it more difficult for you to borrow in future);
- restrict access to credit on other accounts you have with us (such as an overdraft or credit card);
- bring legal action to recover the loan (which could include asking a court to order that, if a property you own is sold for any reason, some of the sale proceeds are used to repay this loan); and
- require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs;

but we will give you advance notice and (unless the problem cannot be fixed) the opportunity to fix the problem before taking any of these steps.

10. If we choose not to enforce our rights under this agreement at any time, we may enforce them at a later date instead.

### **Can we use any other funds to repay the loan?**

11. If we hold any money for you on another account (for example if you have money in a current or savings account), we can use it to reduce or repay any sums you fail to pay under this agreement but only after we have checked that you have enough left in your accounts to cover essential living costs. We will give you advance notice and the opportunity to fix the problem first.

12. If you have provided security for any other borrowing from us, it will not apply to the loan.

### **Can we transfer our rights under this agreement?**

13. We may transfer our rights and our obligations under this agreement to a third party, including information about you and how you have managed the loan which the third party needs to know.

### **What law governs this agreement?**

14. This agreement, and everything that happens in relation to this agreement before it is made, are governed by the laws, and subject to the non-exclusive jurisdiction of the courts, of England and Wales. We will communicate with you at all times in English.

### **Right to withdraw**

You can withdraw from this agreement (without giving any reason) by sending written notice or calling us within 14 days, starting the day after we confirm that we have signed the agreement. To tell us that you want to withdraw, please use the details under **Important information** below.

You must repay the loan, without delay, within 30 days, starting the day after you tell us that you want to withdraw, together with interest for each day until you repay. **We won't charge any interest if you repay the loan in full within 14 days starting the day we provide the loan.** You can repay by calling us or by visiting one of our branches.

If the loan is to repay any other borrowing from us, withdrawing from this agreement will not reinstate your existing agreements. These will end when we sign this agreement and apply this loan to repay everything you owe under those agreements.

### **Important information**

#### **How to contact us**

If you need to contact us eg to update your contact details, ask for information about early repayment, tell us that you want to withdraw from the agreement or make a complaint please call 0345 900 0900.

#### **How can you keep track of what you owe?**

You may ask us at any time for a statement of account. This statement will be in the form of a table setting out:

- details (including the amounts) of the repayments you still owe,
- the dates on which each repayment is due, and

- a breakdown of each repayment showing how much comprises capital, interest and, if applicable, other charges.

We will not charge for the statement.

### **How can you make a complaint?**

If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again.

If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR or calling 0800 023 4567 or 0300 123 9123.

### **How we are authorised**

M&S Bank is a trading name of Marks & Spencer Financial Services plc which is established and has its registered office at Kings Meadow, Chester, Cheshire CH99 9FB. We are a financial services organisation and banking institution authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our reference number is 151427.

You can check this on the Financial Services Register by visiting the Financial Conduct Authority website [fca.org.uk](https://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN.