

Fixed Sum Loan Agreement

regulated by the Consumer Credit Act 1974

Application Reference

Creditor's name and address (referred to in this agreement as "we" and "us")

Sainsbury's Bank plc, 33 Holborn, London, EC1N 2HT

Customer's name and address (referred to in this agreement as "you" and "your")

Your Credit Intermediary and address (if applicable)

Amount of credit provided (the loan) £0.00

Duration of the credit agreement months

How and when credit will be provided

You must sign and return this loan agreement (a) within 28 calendar days of the date we signed this agreement if you applied for your loan by phone or online and we posted or emailed your loan agreement to you or (b) on the same day we signed the agreement if you applied for your loan online and are signing it electronically.

You will receive the loan amount after this agreement is signed by both you and us, and after all relevant checks have been completed. We will pay the loan amount into the bank account you provided during your application, unless you have asked us to repay existing loans you have with us, in which case we will pay any remaining loan amount to the bank account provided.

Total amount payable by you (this is the amount of credit provided plus the total charge for credit) £0.00

Payable by consecutive monthly payments, starting one month from the date this agreement starts (this agreement starts on the day we send the money to your bank account) and on the same date each month as follows (unless your agreement started on the 29th, 30th or 31st of the month, in which case your monthly payments will be due on the 1st of the following month):

36 monthly payments of £0.00

If any of your payment due dates fall on a weekend or non-bank working day then your monthly payment will be due on the next bank working day.

APR 0%

We work out the Annual Percentage Rate (APR) assuming this loan agreement continues for the agreed duration, and that you repay the loan by making the agreed monthly payments when they are due.

The total charge for credit on the loan is £0.00. You agree to pay us this amount, which comprises;

Interest on the loan, calculated on the agreed duration of the loan £0.00

Arrangement fee on the loan £0.00

Annual interest rate 0%

Interest

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 this agreement starts (the agreement starts on the day we send the money to your bank account). Interest is then 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.

This means that if you do not make your monthly payment in full by the payment due date you will also be charged additional arrears interest on any unpaid amounts, which will be calculated at the rate shown in this agreement, and applied to your loan account daily until all unpaid amounts have been paid. If this happens, you will pay more interest overall and the number of monthly payments may increase.

Allocation of payments

We will use your payments to repay the amount you owe us under this agreement in this order; first, towards any amount in arrears you owe because you did not make monthly payments in full when they were due; then, towards any monthly payments which are currently due; next, towards any additional arrears interest and late payment fees and lastly, towards reducing the remaining loan amount you owe us.

Charges

If you do not make your monthly payment in full by the payment due date your loan account will fall into arrears and a late payment fee of £25 will be added to the amount you owe us. This fee is to cover additional administration costs and will be charged each time your loan account falls into arrears. This means that if you fall behind with your monthly payments after paying off previous arrears, a further £25 charge will be applied to your loan account. You will also be charged additional arrears interest on any unpaid amounts as described above, however interest is not charged on any fees or charges.

We can make reasonable changes to our charges as outlined in condition 18 of the **Personal Loan Terms and Conditions**.

Missed Payments

If you do not make your monthly payment in full by the payment due date you will be charged additional arrears interest on any unpaid amounts and will also incur charges as outlined in the **Interest** and **Charges** sections of this agreement.

If we get a judgment against you requiring you to pay us the amount you owe under this agreement, you may have to pay us the amount of the judgment plus any further interest which is charged to your account after the date of the judgment. This means that even if you pay off the full amount of the judgment you may still have a further sum to pay.

Missing payments could have severe consequences on your credit rating, which might make it harder to get credit in the future. If you miss a number of payments, or do not make your monthly payments in full, we may end this loan agreement and you will have to repay the total amount you owe us early. We may take legal action against you if your payments are not made. If that action is successful, we may apply to enforce any judgment in a number of ways including getting a charging order against your home or an inhibition if your home is in Scotland.

Loan Statements

We provide you with a loan statement on the anniversary of this agreement starting, and when your loan account is closed. You can request an interim or duplicate loan statement, free of charge, at any time throughout the duration of this agreement.

You also have the right to request, free of charge and at any time throughout the duration of this agreement, 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.

To request any of the above statements get in touch using the details in the Contact Us section.

Overpayments

You have the right at any time to make an overpayment to reduce the money you owe us under this agreement (also known as a partial early settlement or repayment).

If you decide to make an overpayment you must notify us using the details in the Contact Us section. Once you have notified us you must make the payment (a) within 28 calendar days, from the day after we receive the notice; or (b) by any later date stated in your notice to us. The amount you owe us will be reduced by the amount of the overpayment, and the amount of interest you are charged will be recalculated from the day the payment reaches your loan account.

Overpayments will be used to reduce the length of this loan agreement. As an alternative, you can choose to keep the length of this loan agreement the same and reduce the amount of your monthly payment instead - you just need to request this when you notify us that you wish to make an overpayment. After making an overpayment you must continue to make your monthly payments as they fall due, although the number of payments and the amount of your final payment may change.

If you decide to make an overpayment you cannot request the money back.

Early Settlement

You have the right at any time to settle early all of the money you owe us under this agreement (also known as a full early repayment). If you decide to pay off all the money you owe us under this loan agreement before the end of the repayment period you must request an early settlement quote by using the details in the Contact Us section.

The early settlement quote we provide you with will confirm to you, in writing, the amount required to settle your loan in full, and the date by which this amount must be paid to fully settle your loan early. Your early settlement quotation is valid for 28 calendar days from the date you request it and will include all interest up to and including the date the quotation expires, plus 30 days additional interest we are entitled to add because you are settling this agreement early. In practice this means we will charge you up to 58 calendar days additional interest on any early settlement you make.

Right of withdrawal

You have a right to withdraw from this loan agreement within 14 calendar days from the day after this 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. 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.

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. If you repay within this time period no interest will be charged. This means that you will have to repay us £0.00 in addition to the amount of your loan.

If you repay later than 30 calendar days after giving us your 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.

You can repay the loan and any interest you owe us by making a payment by bank transfer or by sending a cheque to us at Sainsbury's Bank, PO Box 4954, Worthing, BN11 9YY.

If you do not repay the loan we will take legal action to recover the outstanding loan amount, the interest payable, fees and charges and our costs.

Contact Us

If you have any questions, or would like more information please contact us:

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

Telephone 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 Sainsbury's Bank, PO Box 4955, Worthing BN11 9ZA

Complaints

We do everything we can to provide you with the service you want and expect, but we know sometimes things go wrong. If you have a complaint, please call us on 08085 40 50 60*. Alternatively you can complete the online form available in the Contact Us section of our website (sainsburysbank.co.uk) or write to us at;

Customer Relations, Sainsbury's Bank, PO Box 4952, Worthing, BN11 9YW

A copy of our complaints handling procedure is available on request and by visiting our website.

If you are unhappy with our final response to your complaint, you can ask the Financial Ombudsman Service for an independent review. The Ombudsman offers a free independent service, but before they look at your complaint, they will ask you to give us the opportunity to put things right for you. Details of how to contact the Financial Ombudsman Service are below:

Email complaint.info@financial-ombudsman.org.uk

Telephone 0800 023 4567 or 0300 123 9123

Post Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Website financial-ombudsman.org.uk

Credit provided by Sainsbury's Bank plc is subject to the compulsory jurisdiction of the Financial Ombudsman Service.

General information

The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority under the Consumer Credit Act 1974.

The conditions in this loan agreement together with the **Personal Loan Terms and Conditions** set out all the conditions for your loan with Sainsbury's Bank so please ensure you read both documents carefully before you sign below.

Signing this Agreement

By signing this loan agreement you confirm;

- 1) You agree to pay the loan according to the conditions set out above and in the **Personal Loan Terms and Conditions**
- 2) All the information you have provided in connection with your loan application is true and accurate
- 3) You agree to your information being used in the ways described in the Sainsbury's Bank Privacy Policy which was detailed during your application and can be found on our website

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Applicant Signature:

Date of Applicant Signature:

Signed for and on behalf of Sainsbury's Bank plc:

Signature:



Carol Roberts, Head of Customer Service

Date of Signature: 23 February 2017

Please remember to sign and date this agreement - if you don't we cannot send your money to you



* 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.