



B credit card

Copy of your Agreement and Conditions of Use

Credit Card Agreement regulated by the Consumer Credit Act 1974.

Name and address of the Creditor.

Clydesdale Bank PLC, 30 St. Vincent Place, Glasgow G1 2HL
(referred to in this agreement as "the Bank", "we", "us")

Your Credit Limit.

We will notify you of the credit limit after this agreement is made. Your credit limit may be changed and you have the right to reject any increase in your credit limit (see the section entitled "Changes to interest rates, charges and other changes").

When and what you must pay.

Each month you must pay us at least the minimum payment set out in your statement. This will be an amount equal to the greater of;

- All interest and default fees added to your account that month together with 1% of the remaining balance on your account, or
- £5 (or the statement balance if less than £5)

You must pay by the payment date shown on your statement. The way we apply this payment is set out in the section entitled "How we use your payments".

The Interest Rates we charge and how we calculate interest.

The Annual Interest Rates

- Purchase Rate 0.790% monthly, 9.9% per annum. (variable)
- Balance Transfer Rate 0.790% monthly, 9.9% per annum. (variable)
- Cash Advance Rate 2.075% monthly, 27.9% per annum. (variable)

The General Balance is made up of all items charged to your account by you or us except where these are part of the Cash Advance Balance (see below) or where the agreement states that a different rate applies. The Purchase Rate is applied to all items making up the General Balance.

Balance Transfer Rate is charged on Balance Transfers. A balance transfer is where we tell you that you can use your account to pay an amount you owe to another financial institution.

Cash Advance Rate is charged on the Cash Advance Balance. This is the amount you owe us for cash advances which includes transfers to another account which are not balance transfers, or if you buy any foreign currency or travellers' cheques, or if you use your card for gambling. We will also add any interest and charges on those amounts to the Cash Advance Balance.

Promotional Rates: We may occasionally allow you a Promotional Balance with a lower or fixed interest rate. This may include a Balance Transfer offer. We will tell you any promotional terms in advance, including what they apply to, and the promotional period and rate. At the end of the promotional period, a balance transfer or promotional balance will be transferred to the General Balance and the Purchases Rate will apply. We will contact you before the promotional rate expires unless the promotional rate has been withdrawn, you have repaid the promotional balance or you have not used the promotional offer. We will let you know at that time the balance outstanding that will be transferred to the General Balance and the interest rate(s) that will apply once the promotional rate has expired.

All the interest rates in this agreement are effective annual rates. That means that we have shown the effects of compounding of these rates.

If you do not make at least the minimum payment by the payment date or if you exceed your credit limit at any time or otherwise break this agreement you will lose the benefit of any, Balance Transfer Rate or Promotional Rate and the Purchase Rate and Cash Advance Rate will apply to the relevant Balance.

When we charge interest.

Default charges: If you have to pay a charge as a result of breaking this agreement, we won't charge interest on it for 28 days starting from when we tell you that we've added it to your account.

General Balance purchases: We won't charge interest on purchases added to your General Balance since your last statement if you pay us in full by the payment date. Otherwise, we'll charge you interest from the date a purchase was added to your account.

Everything else: We charge interest on everything else from when we add it to your account, even if you pay us in full by the payment date.

We add interest to your account on the date of your statement each month. This means we charge interest on interest. We will not however charge interest on interest for default charges. We calculate interest on your daily account balance for each day. We charge interest both before and after judgement.

How we use your payments.

If you do not repay the entire balance on your account we will apply the amount you pay to the outstanding balance starting with those items to which the highest interest rate applies. We will pay off statemented transactions before we pay off more recent transactions.

Total Amount Payable.

If you use your card to make a purchase of £1200 and then repay the capital in 12 equal payments, paying off the interest each month, this would form part of the General Balance and the Purchase Rate will apply and so the total amount payable will be £1262.52 and the APR 9.9% (variable), assuming the Purchase Rate remains the same for this payment period.

Other charges.

We will charge you our reasonable losses and costs (including time spent by our staff, in tracing you or obtaining money you owe us) if you break this agreement including:

- £12 each time you go over the credit limit.
- £12 each time you pay late.

We will charge you the following fees:

- For cash advances a Cash Fee of 3% of the amount (subject to a minimum of £3). We will also treat as cash advances, transfers to another account which are not balance transfers or if you buy foreign currency or travellers cheques or if you use your card for gambling.
- For foreign cash advances this Cash Fee will be charged in addition to the Non-Sterling Transaction Fee below
- For foreign transactions a Non-Sterling Transaction Fee of 0.00% of the amount converted into sterling (see Condition 1.7).
- For balance transfers a transfer fee of 0.00% of the amount.
- For copy transactions receipts and statements £5.

Changes to interest rates, credit limits, charges and other changes.

Making changes to this Agreement

There is no expiry date on your account. This means that we may need to make changes to your account and these terms as set out below if necessary.

Changes to interest rates and charges

The interest rates section of this Agreement sets out the interest rates payable by you. Some rates are described as fixed and some are variable. You may be charged a different or fixed interest rate for a specified period of time (referred to as a promotional or introductory rate). We won't change the promotional rate during the time we've agreed to keep it fixed. However, you can lose your promotional or introductory rate before the end of the promotional period if you do not keep to the terms of this Agreement (e.g. if you go over your credit limit). At the end of the promotional period, the interest rate will revert to a variable rate unless we have agreed to something different.

Otherwise we can set and change the charges and variable interest rates on your account.

What we may do	How and when we will tell you
Change interest rates or charges if they're more favourable to you.	We will tell you personally about it either with your statement or separately, but do not have to tell you in advance.
Change rates or charges in a way that is not favourable to you.	We'll write to you at least 30 days before the change comes into effect to tell you about these changes (which could include electronic communications).

Changes to other terms

Where we're changing any other terms, we will write to you (which could include electronic communications) to tell you at least 30 days before the change comes into effect, unless:

- a) we have to make the change sooner to follow a legal or regulatory requirement, in which case we will tell you as soon as we can; or
- b) the change is favourable to you, in which case we may tell you after the change has been made.

Why we can change interest rates, charges or these terms

We will not make any changes to interest rates, charges or these terms unless one of the following reasons or the paragraph below applies:

- a) the change is favourable to you;
- b) our costs for providing your credit card account have gone up, or we expect them to;
- c) we have a good reason to think that a change in your circumstances means that there is a greater risk that you will not be able to repay us (e.g. if you fail to make your minimum payment by the payment due date or on the basis of information we get from credit reference agencies);
- d) we are introducing new features to your credit card account (those additional benefits and services which do not form part of this Agreement are referred to in condition 9.3 of the General Card Conditions);
- e) the change would make the terms easier to understand or fairer to you, or we are correcting a mistake in the printed or electronic versions of these terms;
- f) we will be making reasonable changes to managing your credit card account following changes in the banking and financial system, technology or the systems used to run the banking business (by us or by banks and cards issuers generally);
- g) we withdraw or replace a service; or
- h) we need to make a change to reflect a change in law, regulation, or industry codes of practice (including where we have a good reason to expect a change), or a decision by a court, regulator or ombudsman. As we cannot predict all of the reasons why we might need to change these terms over all the time you are a customer, in addition to the reasons set out above we can also make a change to interest rates, charges, or any of the other terms as long as we have a reasonable justification. If we rely on this provision we will tell you when we give you 30 days' notice of the change and you will be able to end the Agreement without charge.

When we tell you about a change by post, we will write (which could include electronic communications) to the most recent address we hold for you (unless we have a good reason to think that this would put your account at risk of fraud or other financial crime). We will tell you the date we will make the change. If you do not want to accept it, then what you can do depends on whether it is a change to interest rates or to anything else:

- a) For an increase to your interest rate, you can decide that you do not want to pay that rate. This means that you must tell us that you do not accept the change and you no longer want to be able to use your card to make payments. If you tell us this no later than 60 days after we give you notice of the increase, your card will be cancelled, the new rate will not apply, and you will need to pay off your balance at the old interest rate under the terms of this Agreement. This does not apply when a promotional rate is ending or when we withdraw a promotional rate because you have broken this Agreement.
- b) For any other change, you can close or switch your account without having to pay to do so (even if a charge would normally be payable) as long as you tell us before we make the change. If you do not tell us by then, we will treat you as having accepted the change.

Changes to credit limits

If we think that you would benefit from an increased credit limit we may contact you to offer an increase. This communication will be in writing and made at least 30 days before the proposed increase would take effect. You can tell us at any time that you want to reduce your credit limit (including where we have told you we want to increase it) or that you do not want us to increase it at any time by contacting Card Services using the details set out below. You can also tell us that you wish to opt out of receiving any offers to increase our credit limit at any time. We may reduce your credit limit if we reasonably consider it necessary (e.g. if you fail to pay the minimum payment when due under this Agreement or we believe there is a significantly increased risk that you may not be able to repay us). We will try to give you up to 7 days' notice before doing this but we may reduce the credit limit without notice if necessary. We won't reduce your credit limit to less than your total outstanding balance, plus any transactions authorised but not yet charged to your account.

Right To Withdraw.

You have a right to withdraw from this agreement, without giving us a reason, by calling or writing to us using the details set out below. Your right to withdraw starts on the day after we confirm to you that the agreement has been made and ends 14 days after that date. Once you have told us you want to withdraw you have to repay any amount on the account as soon as possible and in any event within 30 days. You have to pay interest on any amounts you have borrowed and we will tell you the amount payable per day.

Our contact address.

The team at B, PO Box 4509, Leeds, LS2 8NP, telephone 0800 121 7365.

This agreement also includes the General Card Conditions (these are also set out in the copy of the agreement we have given to you to keep).

General Card Conditions.

1. Using the account

- 1.1 We will open an account in your name and send you a card and a PIN. Once you receive these you can use the card to make purchases and cash advances and also use the account for balance transfers if we have offered you this facility. You can make transactions by presenting the card (and using the PIN), signing a voucher, by telephone or otherwise. We may limit the value of cash advances you can make in one day from an ATM machine and we will tell you what this limit is. You can also make a cash advance by asking us to transfer money to another account you have with us or another UK financial institution as long as that account can receive payments through the Faster Payment Service. You can also make a cash advance by giving us instructions through a payment initiation service provider (by following the procedures required by the payment initiation service provider to confirm your instruction). A payment initiation service is where you authorise another business to give payment instructions to us relating to your accounts (rather than you giving those instructions to us directly). You will only be able to carry out transactions in this way if cash advances from your account are possible online. If you ask us to make the payment before the cut-off time on a working day, we will send the payment on that working day unless you have asked us to make the payment on a future working day. The cut-off time is the time towards the end of the day by which we must receive your instruction to make the payment and which may differ depending on how you give us your instruction.
- 1.2 If you ask us to make the payment after the cut-off time we will debit your account on the next working day. The payment will then reach the other UK financial institution either the same working day as the date we debited your account or where you have asked us to make a payment on a future working day, that working day. However, in certain circumstances the payment may not be made until the next working day, for example, if we want to check certain details about the cash advance with you. Some payments can be made on non-working days. We cannot cancel these transfers after you have told us to make them.
- 1.3 You may only make balance transfers in sterling to another financial institution in the UK. You can also make a balance transfer by giving us instructions through a payment initiation service provider (by following the procedures required by the payment initiation service provider to confirm your instruction). You will only be able to carry out transactions in this way if balance transfers from your account are possible online. If you ask us to make a balance transfer and we approve your request we will debit the payment to your account the next working day after we approve it. The other lender will usually receive the money one working day later. We cannot cancel balance transfer requests after they have been made.
- 1.4 Where you are giving us an instruction to make a cash advance by transferring money to another account or if we have agreed to make a balance transfer from another account with us to your account, we may ask you for the account number, the sort code for that account and any other information so that we can make the payment. Although we may ask for the account name, this will not form part of the payment instruction. You must ensure that the account number and sort code are correct.
- 1.5 You can give your card details to a supplier so that they can set up an on-going series of payments which will continue until the arrangement expires or is cancelled by you. If you want to cancel this type of payment you must tell us by the end of the working day before the next payment is due. We also recommend that you tell the supplier and check whether or not you will need to continue to pay them using another form of payment. You must also tell the supplier if your card number changes.
- 1.6 You can ask us to give a card to any person you wish so long as they are a UK resident, live at the same address as you and are over 18 years of age. Subject to appropriate identity checks we may choose not to provide a card or to ask for further proof of identity to support additional cardholder applications. You will be responsible for all transactions made by that person (even if they break this agreement) and you must make sure that they use the card in accordance with these terms. If at any time you decide you do not want the other person to have the card you must tell us and return the card to us.
- 1.7 All transactions made by you and any other cardholder will be added to your account. Once you have authorised a transaction it cannot normally be stopped.
- 1.8 We will convert into sterling the amount of a transaction or a refund made in a currency other than sterling at a payment scheme exchange rate determined by Mastercard combined with our Non-Sterling Transaction Fee of 0.00% at the time the transaction or refund is charged to your account. This may not be the date on which the transaction or refund was carried out. This rate will be made available on each working day. You can find out this rate by calling The team at B or going to the following links:
<http://www.cbonline.co.uk/personal/travel/using-your-cards-abroad>
<http://www.ybonline.co.uk/personal/travel/using-your-cards-abroad>

Any Non-Sterling Transaction Fee will form part of the relevant balance and interest will be charged on that balance in accordance with this agreement.

- 1.9 You must not exceed your credit limit. If you do, you must repay the excess amount immediately. When we calculate whether you have exceeded the credit limit we take into account other transactions we have paid, authorised and other amounts, such as interest and charges which are due to be added to your account.
- 1.10 We may set limits on transactions and you can ask us for information on these limits at any time.
- 1.11 You must not use the account:
 - For business purposes.
 - For illegal purposes.
 - For credit balances.
- 1.12 Where we deny an account information service provider (account information services are services that allow you to see your accounts with different providers in one place) or payment initiation service provider access to your account, if we can identify them, we will tell you by phone, SMS or letter that we have denied such service provider access and the reason for the denial of access before we deny access (where possible) or immediately afterwards (unless telling you would compromise reasonably justified security reasons or is unlawful).
- 1.13 If we become aware of suspected or actual fraud or security threats relating to your account, we will contact you by phone, SMS or letter.

2. Making payments to us

- 2.1 If you want to make a payment to us you can do so by cash, cheque or electronic payment in sterling. You must make your monthly payment but you can also make additional payments at any other time.
- 2.2 If you make a cash payment at one of our branches you will usually be able to use the amount of the payment and it will usually reduce your balance (and any interest payable on it) on that day. If you make the payment at a branch of another bank we will normally receive it two working days later. Any cash should be paid in separately from cheques.
- 2.3 If you make an electronic payment (including a Direct Debit) you will be able to use the amount of the payment and it will reduce your balance (and any interest payable on it) when we receive it.
- 2.4 If you make a payment by cheque you will be able to use the amount of the payment and it will reduce your balance (and any interest payable on it) when we receive it. Normally we will receive the amount of the payment by the end of the following Business Day after the day on which you paid the cheque in, unless your cheque was cleared through "2-4-6" cycle and in which case we will normally receive the amount of the payment by the end of the fourth working day after the day on which you paid the cheque in. For details on what clearing cycle is applicable to you please refer to our website or contact your branch. More information on both schemes can be found at <https://www.chequeandcredit.co.uk>.
- 2.5 If you would like to make a payment to us in a currency other than sterling please contact us by calling The team at B.
- 2.6 Some payments can be made and received on non-working days. This may mean that the account receiving the funds shows them as being cleared for use and the account from which the funds have been paid will show them as no longer being available
- 2.7 Any payment we receive (or part of it) will be treated as paying off arrears (starting with the oldest) before being treated as a payment towards the amount due from your most recent statement.
- 2.8 If you miss a payment as well as paying any interest and charges which you must pay under this agreement, you will lose the benefit of any Promotional Rate (including any Introductory or Balance Transfer Rate) and your credit record may be affected making it more difficult or more expensive for you to borrow. Occasionally if you are a homeowner we may take legal action which means that if your home is repossessed or you decide to sell your house any amounts you owe us will be paid out of the sale proceeds.
- 2.9 If we are informed by the payer or another bank that a sum of money has been paid into your account by mistake, we can take that sum of money from your account without your express consent. We will only do this, however, if we accept there are reasonable grounds to suspect that the payment was paid into your account in error and so long as we have been notified of the mistaken payment within a reasonable timescale. We will notify you as soon as we have done this and give you the opportunity to explain to us your version of events. After a reasonable time has elapsed and you have failed to satisfy us that you are entitled to the money, we will return the payment back to the payer or paying bank. We will act reasonably at all times and try to minimise any inconvenience to you. Where we are unable to recover money from you that has been paid into your account by mistake we are obliged by law to co-operate with the payer's bank in its efforts to recover the money from you, in particular by providing the payer's bank with all relevant information that we have for the collection of funds (which may include information about you such as your personal details).

3. Keeping the card safe

- 3.1 Cards remain our property and we can suspend the use of a Card for the reasons set out in Condition 4.1.
- 3.2 We may replace a card with another card issued by us and change your account number at any time if we act in accordance with our right to change this agreement.
- 3.3 You and each additional cardholder must keep the card safe and you must ensure that:
 - (a) promptly following receipt of any PIN advice, the PIN is memorised or written down in a disguised manner and the PIN advice is destroyed straightaway;
 - (b) where you are able to choose the PIN or other security information, you choose them carefully;
 - (c) the PIN or other security information is not written on the card or anything usually kept with it; and
 - (d) the PIN or other security information is not written down without making a reasonable attempt to disguise it.
- 3.4 You (or any additional cardholder) must not give a card or account number to anyone else unless it is to make a transaction or report the loss or theft of a card, or it is necessary to disclose such information to an account information service provider or payment initiation service provider in order to receive their services.

4. Restricting your right to use the account

- 4.1 We may prevent or limit use of your account if we reasonably consider it necessary for reasons relating to the security of the card, suspected misuse of the card or a significantly increased risk that you may not be able to pay us. If we do this we will tell you in advance if we can, otherwise we will tell you immediately afterwards. Once the reasons for preventing or limiting the use of your account have been resolved, we will allow you to use your account again and/or replace your card (as applicable) as soon as possible.
- 4.2 We may at any time refuse to authorise a transaction if:
 - (a) you will exceed your credit limit;
 - (b) you have reported your card is lost or stolen;
 - (c) we suspect fraud or illegality or we think it is reasonably necessary to protect the account;
 - (d) we are required to by law or by a court or other authority; or
 - (e) the transaction seems unusual when compared to other transactions on your account.

The retailer will tell you if a transaction has not been authorised and you can contact us to find out the reason why.

5. Loss or misuse of a card

- 5.1 You (or an additional cardholder) must immediately notify The team at B, PO Box 4509, Leeds LS2 8NP, telephone 0800 121 7365 or any branch of the Bank if a card is lost or stolen or you think your account may be misused. We will accept initial advice of the loss or theft of a card from a card notification organisation. We may ask for confirmation in writing. You (or any additional cardholder) must give any information you have regarding the circumstances of the loss, theft or misuse of a card and take all reasonable steps to help recover the missing card. We can give the police any information they think is relevant. If a card is later found it must be cut in half and immediately returned to us at the above address.
- 5.2 You will not be liable for any transactions where the card is used before you receive it, or where the card is misused to make a purchase over the telephone, by post or over the internet although sometimes we may ask you to pay up to £35 of the unauthorised payments made where someone else had the card and used it without your permission. You must tell us as soon as you become aware the card is being misused. Otherwise you will be liable for up to £35 where the card is misused, unless the person using the card has your or the additional cardholder's permission to use it and you have not told us the card may be misused then you will be liable for all those transactions. You will also be liable for all transactions where you or the additional cardholder act fraudulently.

6. Monthly statements

- 6.1 We will normally send you a statement each month free of charge showing the payments you have made to us and all amounts we have charged to your account since the last statement and the balance on your account at the date of the statement. It may also detail any arrears on your account. You can change the date you are required to pay at least the minimum payment twice a year to help you manage your account
- 6.2 If your statement includes an item which seems to be wrong, please notify us as soon as possible.

7. Refunds and claims

- 7.1 You can make a payment by agreeing that someone else can take money out of your account without you knowing how much the payment is going to be. Examples might include renting a car or booking a hotel room. If the amount of the payment was for more than you were expecting, you can ask us for a refund if:
- (a) you made the payment in the European Economic Area;
 - (b) your authorisation didn't specify the exact amount;
 - (c) the amount of the payment is more than you could reasonably have expected to pay; and
 - (d) you ask for the refund within eight weeks of the date the money left your account.
- 7.2 We may ask you for information which we reasonably consider necessary in order to investigate whether you are entitled to a refund. Within ten working days of receiving your request for a refund or of us receiving any further information we have asked for to investigate, we will either refund you or refuse the refund and tell you why we're not refunding you (if we are able to do so). If we provide you with a refund, we will always ensure that any refund of interest dates back to the day that the relevant amount was debited from your account.
- 7.3 Sometimes an organisation will ask us to block a certain amount of money on your account to make sure you've got enough money to pay for something. This is called "earmarking". Usually this happens where you don't know the cost at the time you authorise the payment (for example if you rent a car or stay in a hotel room). The organisation won't be able to ask us to block an amount unless you agree to an exact amount being taken from your account. Any amount we block will be released without delay as soon as we are aware of the actual cost. At the latest this will always be straight after the organisation asks us to make the payment.
- 7.4 If you tell us that a transaction was unauthorised we will examine your account and the circumstances of the transaction. Once we are reasonably satisfied that you did not authorise the transaction and that we are required to refund it, we will refund the transaction amount together with any interest and charges on that amount. If we subsequently discover that you were not entitled to a refund we may re-debit the amount of the transaction to your account. This will take effect from the original date the transaction was added to your account.
- 7.5 If we do not carry out a transaction correctly, and the beneficiary then tells their bank that the amount of the transaction has not been received, we will as soon as possible refund the amount of the transaction and any charges and interest you've paid. We will not provide a refund if:
- (a) in respect of balance transfers or cash advances, your instruction was incorrect; or
 - (b) we can show that the payment was actually received by the other bank (in which case they are liable).
- 7.6 If we receive a payment to be credited to your Account from another bank but don't credit it to your Account straight away, we will immediately make available the amount of the payment to you and credit the corresponding amount to your account and refund you any charges you have incurred due to our failure. We will also refund any interest to you so that it is as if you received the payment when you should have done.
- 7.7 If you ask us to carry out a cash advance and the beneficiary's bank receives it later than the end of the next working day after we receive your instruction, you can ask us and we'll contact the other bank and ask them to correct the amount of interest on the account with their customer (so that it is as if the payment was received on time).
- 7.8 If you ask us to, we will immediately and without charge, make efforts to trace any incorrectly executed transaction and we will notify you of the outcome.
- 7.9 If you set up a direct debit to pay your account balance and we do not request the payment from the other bank correctly, we will send the request again immediately as soon as we become aware of the problem. We will apply the payment to your account as soon as we receive it. We will also refund any interest (dating back to when the payment should have been received) and charges incurred as a result of this transaction. This obligation does not apply where we can show that the request was received by the other bank (in which case they will be responsible). If you ask us to, we will try to trace the payment immediately and tell you the outcome. We will not charge you for this. This will not affect any rights you have under the Direct Debit Guarantee scheme.
- 7.10 In respect of balance transfers or cash advances, where your instruction was incorrect we will take reasonable steps to recover your money if it has gone missing and we may charge you a reasonable fee. Where we are unable to get the money back, you can send us a written request and we'll then provide all the relevant information we can in order for you to claim repayment of the funds. We'll only provide you with information that we are allowed to provide to you by law.

- 7.11 We are not liable if any supplier refuses to accept a card.
- 7.12 Condition 7.1 does not affect your rights under Section 75 of the Consumer Credit Act 1974 which means that if you use your card to buy individual goods or services, and the cost of an item is more than £100 but not more than £30,000, then you may have a claim against us if the supplier breaches their contract with you or the goods or services do not match the description given by the supplier or are not delivered.
- 7.13 You should let us know if you think there is an unauthorised or incorrect payment on your account, even if a payment initiation service is involved in making the payment.

8. Ending the agreement

- 8.1 This agreement has no fixed duration. If you wish to end this agreement you must tell us, repay all amounts due and send us all cards cut in half across the magnetic strip and, if it contains one, the chip. In addition we can give at least two months' written notice to you to end this agreement. We can close your account immediately and all amounts repayable under this agreement will become due if you become bankrupt or you die, and we will comply with any legal requirements where this happens. We may also close your account and require you to repay immediately all amounts you owe us under this agreement if we reasonably believe that you have broken this agreement regularly or seriously, but we will follow any legal requirements before we do so.
- 8.2 We will continue to add interest and charges to the account until you have paid everything you owe under the agreement.
- 8.3 If we end this agreement and, where we have a right to do this, we demand repayment of the whole sums due under it we may retain any money in any of your other accounts with us, or any sums we owe to you, and apply it in or towards repayment of the sums due under this agreement in accordance with Condition 9.5.

9. Other terms

- 9.1 You may not transfer your rights or obligations under this agreement. We may transfer our rights and obligations under this agreement, but we can only transfer our obligations either with your agreement or where the transfer will not affect your rights.
- 9.2 We will not be liable if we are unable to perform our obligations under this agreement due (directly or indirectly) to:
- (a) the failure of any machine, data processing system or transmission link or any other events, provided that such failures or events are abnormal and unforeseeable circumstances, the consequences of which would have been unavoidable despite all efforts to the contrary; or
 - (b) our compliance with a requirement of UK or European Union law.
- 9.3 We may from time to time at our discretion offer you additional benefits and services which will be subject to their own conditions which will be notified to you at the time. Any such benefits and services will not form part of this agreement.
- 9.4 No mortgage charge or other security which we hold will apply to your account or this agreement.
- 9.5 If you fail to make a payment to us when it is due, we can take the amount due from any other Clydesdale Bank PLC accounts you hold which are in credit and apply it to the outstanding payment. This is called the right of "set-off". We will only apply credit balances from accounts (including business accounts) in your name (which are not held for the benefit of another person) to debts held with us in your name or a business account where the account is in your name. If we exercise our right to set-off we will promptly notify you of this. If you are in financial difficulty, you should contact us to discuss your options.
- 9.6 If we allow you more time to make a payment, this will not affect our strict legal rights under this agreement.
- 9.7 You must write and tell us at once if you or any additional cardholder change your or their name, or you change your address, or if you make your payments to us by Direct Debit and you change the bank or building society from which you make your payments.
- 9.8 There may be taxes and other costs, which are not paid or charged through us, that you have to pay in connection with this agreement. If at any time you are or become a resident in the Republic of Ireland you must pay a charge equivalent to the Government Stamp Duty. We will debit your account with the charge on or around 1st April each year or when you close your account, if earlier.
- 9.9 We are regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS.

- 9.10 We are committed to providing our customers with the best possible service. However, if you are not happy with any product or service you have received from us, we would like the chance to put it right. Our internal complaint handling procedures are in place to deal with your concerns when things go wrong. There is no charge for raising a complaint. You can contact your local branch or Relationship Manager in person, by writing or by phone. You can also get in touch with our central complaints team whose up to date details can be found on our website or in our complaints handling leaflet which is available on request in our branches. If you are not satisfied with our response to your complaint, you can refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent organisation, which helps to resolve complaints that customers and financial institutions haven't been able to resolve themselves. Further details can be found on the Financial Ombudsman Service website: www.financial-ombudsman.org.uk.
- 9.11 If you applied for this credit card online, then you can submit your complaint to the FOS online by using the EU's online dispute resolution portal, which can be found at www.ec.europa.eu/odr
- 9.12 Clydesdale Bank adheres to The Standards of Lending Practice which are monitored and enforced by the Lending Standards Board: www.lendingstandardsboard.org.uk
- 9.13 If your address when you take out this agreement is in Scotland, Scots law applies to the contract between us and the non-exclusive jurisdiction of the Scottish courts will apply. If your address is elsewhere, English law and the non-exclusive jurisdiction of the English courts will apply.
- 9.14 We will only communicate with you in English.
- 9.15 You can ask us for a copy of the documents that make up your agreement with us at any time.
- 9.16 You agree that we may deliver documents to you by email (which may include pdfs or other attachments) to the email address you have provided to us.

10. Use of Personal Information

All of the up to date information about how your personal data will be gathered, created, shared and looked after can be found in the Fair Processing Notice at: www.youandb.co.uk/privacy. Where we need your consent to use personal information we will highlight this to you in the application process and ask for your consent separately.

11. Telephone calls

For your security, calls may be monitored or recorded. Further information can be found in our Fair Processing Notice at www.youandb.co.uk/privacy

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