

cahoot general conditions

I. Introduction

1.1 The **agreement** sets out how each **cahoot account** operates and explains **our** obligations to **you** and **your** obligations to **us**. The **agreement** consists of these terms and conditions, **special conditions**, **tariff** and any credit **agreement(s)** signed by **you**. This information will include key features about **your cahoot account**. **You** can request a copy of the **agreement** by contacting **us** on the details provided in general condition 7.2. **You** will also be able to find this information on **our** website www.cahoot.com

1.2 As **you** may have selected more than one **cahoot account**, **we** have grouped together in this section all those conditions that are of general **application**. These general conditions are in addition to the conditions that are specific to a particular **cahoot account**. If there is a conflict between these general conditions and the terms that apply to a particular **cahoot account**, the particular **cahoot account** terms will prevail.

1.3 In the **agreement**:

additional cardholder means the person to whom **we** give an **additional credit card** in relation to **your cahoot credit card** account at **your** request.

additional credit card means the **cahoot credit card** which **we** give to an **additional cardholder** at **your** request.

agreement means any credit **agreement** signed by **you** incorporating these terms and conditions, as varied by **us** from time to time.

application means the online **application** completed by **you** when applying for a **cahoot account**.

balance transfer(s) means an amount greater than £100 which **you** owe with any financial institution(s) which **you** ask **us** to transfer to **your cahoot credit card** account or **your** cahoot flexible loan.

bank means any banking institution that is able to accept a **UK CHAPS payment**, foreign **CHAPS payment** or **foreign payment**.

beneficiary means the account holder of the account an electronic payment is going to.

cahoot account means one or more of the accounts which **we** may offer or introduce from time to time.

cahoot credit card means any **cahoot credit card** and any replacement cards which **we** issue to **you** or any **additional cardholder** under the **agreement**.

cahoot credit card account means a credit card account which **we** open in **your** name.

cahoot current account means a current account which **we** open in **your** name.

cahoot debit card means a debit card which **we** issue to **you** to enable **you** to operate **your cahoot current account**.

cahoot fixed rate loan means the fixed rate loan account which **we** open in **your** name.

cahoot flexible loan means the flexible loan account which **we** open in **your** name.

cahoot savings account means a savings account which **we** open in **your** name.

card number means the 16 digit number on a **cahoot credit card** or **cahoot debit card**.

cash advance means the obtaining of cash, foreign currency or travellers cheques using a **cahoot credit card** or **cahoot debit card**.

credit card balance means the total amount **you** owe **us** (or any credit balance) on a **cahoot credit card account** from time to time.

credit card limit means the maximum authorised amount **you** can borrow from **us** on a **cahoot credit card account** as notified to **you** from time to time.

current account balance means the credit balance or the total amount **you** owe **us** on **your cahoot current account** from time to time.

deposit means any amount credited by **you** to a **cahoot account**. In relation to a **fixed term cahoot savings and investment account**, **deposit** includes any **pre-start date interest** compounded on the **start date**.

Direct Debit means an instruction from **you** to **us**, authorising an organisation to collect varying amounts from **your** account.

fixed term means the period between the **start date** and the **maturity date**.

fixed term cahoot savings and investment account means a **cahoot savings and investment account** with a **fixed term**.

flexible loan balance means the total amount **you** owe **us** (or any credit balance) on a **cahoot flexible loan** from time to time.

foreign CHAPS payment means an electronic same day payment, in sterling, to a **bank** outside the **UK**. It cannot be stopped or reversed.

foreign payment means an electronic same day payment, in a foreign currency, to a **bank** outside the **UK**. It cannot be stopped or reversed.

interest means any **interest** payable as specified in the **special conditions**.

interest date means the date upon which credit or debit **interest** and any charges are applied to **your cahoot account**.

interest rate means the **interest rate** specified in the **agreement** or in the rates and fees **tariff** as varied from time to time under general condition 15.

matured funds means the **deposit** plus any **interest** payable to **you** on the **maturity date**.

maturity date means the date specified (where relevant) in the **special conditions**.

non payment account means any account that has some form of restriction on how money can be paid in or out of that account.

overdraft limit means the maximum amount **we** authorise that **you** can borrow from **us** on a **cahoot current account** by way of an overdraft, as notified to **you** from time to time.

payment date for the **cahoot credit card** and **cahoot flexible loan** means the day which falls 15 days after each **statement date** on or before which **we** must have received the minimum payment and for the **cahoot fixed rate loan** means the date commencing one month after the date **your** account is opened and the same date in each successive month.

personal information means the information which **you** have provided in the online **application** and any other information which **we** hold about **you** and **your cahoot accounts** from time to time.

PIN means the Personal Identification Number(s) which **we** issue to **you** for use with **your cahoot debit card** and/or **cahoot credit card** (and any **additional cardholder** in relation to the **cahoot credit card**) and any subsequent number **you** or the **additional cardholder** use.

post-maturity date interest means **interest** payable (where relevant) on **matured funds** in a **cahoot savings and investment account** at the rate specified in the relevant **special conditions**.

pre-start date interest means **interest** payable (where relevant) on a **deposit** from the date of **our** receipt of that **deposit** to the **start date** at the rate specified in the relevant **special conditions**.

purchase(s) means any **purchase(s)** of goods or services using **your cahoot debit card** or **cahoot credit card**.

recurring transaction means a card **transaction** that **you** have permitted which is periodically debited from **your** account (e.g. weekly, monthly, quarterly).

secure message means any messages **we** give to **you** within the **secure zone** in **our** website. **We** may notify **you** by email when **we** have sent **you** a **secure message**.

secure zone means the part of the cahoot website, or **our** telephone contact centre, which can be accessed only by cahoot customers who have satisfied **our** security checks.

security codes mean one or more of the following:

- the username – selected by **you** and consisting of six to ten characters
- the password – selected by **you** and consisting of eight to sixteen characters
- **your** memorable information, being:
 - (i) **your** mother's maiden name
 - (ii) a memorable place or address
 - (iii) a memorable year
 - (iv) **your** date of birth
- any other information to help confirm **your** identity.

special conditions mean the conditions relating to a specific **cahoot account**.

specified method means Internet, fax, telephone, post, **secure message**, email and any other method **we** specify on **our** website from time to time.

standing order means an instruction given by **you** to **us** to make a payment of a specified amount on regular dates.

start date means the date specified (where relevant) in the **special conditions**.

statement date means the date **you** receive (electronically) **your cahoot credit card account**, **cahoot flexible loan** or **cahoot current account** statement.

statement period means the period commencing on **your** **statement date** and ending on the preceding date in the following month. For example, if **your** **statement date** is the 10 January the **statement period** will end on the 9 February.

tariff means **our** **Tariff of Charges** at clause 29 of these general conditions, as varied and added to from time to time in accordance with clause 15 of these general conditions.

transactions means **purchases** and refunds of goods or services using **your cahoot credit card** or **cahoot debit card**.

UK means England and Wales, Northern Ireland and Scotland, (excluding the Channel Islands and the Isle of Man).

UK CHAPS payment means an electronic same day payment, in sterling, to a **bank** within the **UK**. It cannot be stopped or reversed.

'we', 'us', 'our' means cahoot, a division of Santander UK plc, its successors, its employees and agents, and any business or other person to whom **we** transfer (by absolute assignment, by way of novation or by way of security) any or all of **our** rights or **our** rights and responsibilities (whether legal or equitable) under the **agreement**.

working day means any day (before 4pm) other than a Saturday, a Sunday or any day which is a public holiday in England or Wales.

'you', 'your' means the person (or persons) who signed the **agreement** and in whose name(s) a **cahoot account** is opened, is opened, except under the **cahoot credit card account**, when **'you', 'your'** means the person who signed the **agreement** as first named customer.

2. Availability

- 2.1 To be eligible for a **cahoot account** you must be aged 18 or over and permanently reside (for at least three years on a continuous basis while holding the account) in the **UK** (excluding Channel Islands and Isle of Man). **You** must also have a valid personal email address and 128-bit encryption to use **our** services.
- 2.2 cahoot savings and current accounts can be held in sole or in joint names of **you** and one other person.
- 2.3 **We** reserve the right to decline to open a **cahoot account**. **We** may also refuse a **deposit** where **you** have not acted within the terms and conditions of the account. **We** shall notify **you** of this refusal and the reasons for it where possible at the earliest opportunity. If **you** think **we** have based **our** decision on mistaken information, **we** will tell **you** how **you** can ask **us** to rectify that mistake.

3. Joint accounts

- 3.1 If the **agreement** is signed by two of **you**:
 - a. each of **you** is authorised to use the **cahoot account** on **your** own;
 - b. **you** agree that emails, **secure messages** and any other notices can be sent to the email address of the person first named on the **agreement**;

- c. each of **you** is jointly and individually responsible for complying with the conditions of the **agreement** and for repaying all sums owed under it; and
- d. **we** may accept and act on the instructions of one of **you**.

- 3.2 Information on operating a joint account is provided to **you** on opening a joint account. If **you** require further information please contact **us** on the details provided in general condition 7.2.

4. Cooling Off

- 4.1. If **you** do not cancel **your** cahoot savings or **cahoot current account** within 14 days of first opening it, **your** cahoot savings or **cahoot current account** and these Conditions will continue until **you** or **we** close the account as permitted under general condition 17. **You** can let **us** know that **you** would like to cancel **your** cahoot savings or **cahoot current account** by contacting **us** in the manner set out in general condition 7.2.

If **you** do ask **us** to close a **cahoot account**, **we** will help **you** to switch to another **cahoot account** or close **your** **cahoot account** and within 30 calendar days of **you** cancelling give **you** back **your** **deposit** less any pending payments together with any **interest** it has earned. If **you** cancel **your** account at anytime within 14 days of first opening **your** account **we** will not charge **you** for the cancellation.

- 4.2 **You** can cancel a **cahoot fixed rate loan**, **cahoot flexible loan** or **cahoot credit card** within 14 days of entering into the **agreement** with **us**. **You** can also cancel **your** overdraft within 14 days of cahoot providing **you** with this service. If **you** decide to cancel **your** **agreement** or **your** overdraft, **you** must repay all amounts **you** owe to **us** as soon as possible and no later than 30 days after cancelling **your** **agreement**. **You** must pay any **interest** incurred on **your** overdraft balance up until the time **you** notify **us** that **you** want to cancel it.
- 4.3 **You** can cancel **your** **cahoot account**, **cahoot fixed rate loan**, **cahoot flexible loan**, **cahoot credit card** or overdraft by going to 'account manager' from **your** personal homepage and clicking on 'close account'.
- 4.4 **You** may also cancel any of **your** **cahoot accounts** after the 14 day cooling off period in accordance with general condition 17 of these general conditions.

5. Statements

- 5.1 Statements will be placed in the **secure zone**. **We** will send **you** an email each month to tell **you** a statement is available to view. More detailed information about certain payment **transactions** can also be requested by contacting **us** on 0844 9000 900.

5.2 We recommend that **you** check **your** statements thoroughly and regularly. We recommend **you** print off a hard copy as a permanent record. If **you** wish to query any item on the statement please contact **us** immediately.

5.3 A summary of **transactions** in hard copy is available on request. Such a summary may not give the full details that are provided in the **secure zone**. A charge will be made for this in accordance with **our tariff**.

6. Use and disclosure of personal information

6.1 **You** have authorised **us** to use **your personal information** for certain purposes in accordance with the data protection statement set out in the **application** form, or for other purposes with **your** consent.

7. Use of your cahoot account

7.1 **You** can access **your cahoot account** through internet and telephone banking and should do so at least once a month.

7.2 Contact centre

On those occasions when **you** are unable to service the **cahoot account** yourself **you** can email the contact centre at contact.us@cahoot.com. For those limited occasions when **you** need to speak to an agent **you** can telephone the contact centre on **0844 9000 900** (or on **44 1908 937222** from outside the UK). For **your** protection and to help **us** improve **our** service to **you**, **we** may record or monitor telephone calls. An automated telebanking service is also available through the **0844 9000 900** telephone number.

7.3 Authority to operate **your cahoot account**

When **you** access **your cahoot account** by a **specified method** using **your security codes** **we** will treat this as **your** consent to **us** to conduct any payment instructions that **you** request. This will include **your** instructions to make payments to any of **your cahoot accounts** from any non-**cahoot account** and also to make payments from any of **your cahoot accounts** to any non-**cahoot account**.

We will be deemed to have received a payment instruction from **you** (or, if applicable, the person requesting a payment from **you**) at the time that payment instruction is actually received by **us**, unless any of the following circumstances apply:

- (i) if the payment instruction is received by **us** on any day that is not a **working day**, then **we** will be deemed to have received it on the following **working day**. If the payment instruction is an instruction to withdraw cash using **your** card and **PIN** from a cash machine or a payment instruction made using a card and **PIN**, **we** will be deemed to have received **your** payment instruction at the time that payment instruction is actually received by **us**;
- (ii) if the payment instruction is received by **us** after the end of the **working day**, then **we** will be deemed to have received it on the following **working day**;
- (iii) if **you** deposit cash or cheques at the post office condition 3 of the **cahoot current account** conditions or condition 3 of the **cahoot savings account** conditions will apply; or
- (iv) if **your** payment instruction specifies that the payment is to take place on a specific day or on the last day of a certain period, then **we** will be deemed to have received it on the day specified, unless that day is not a **working day** in which case the following **working day** will apply.

7.4 Security

7.4.1 It is **your** responsibility to comply with these security provisions.

7.4.2 If **you** are unable to access **your cahoot account** through any of the **specified methods** due to an error in respect of **your security codes**, **you** will need to follow the instructions given to **you** at the point of failure.

7.4.3 **You** must not give **your security codes** to anyone but **us** and must never reveal **your** full password to **us**.

7.4.4 **You** must keep **your PIN** secret. **We** recommend that **you** choose a **PIN** that is not easy for someone else to guess i.e. not sequential 1234 or the same 1111. **We** also recommend that **you** change **your PIN** regularly and take care when entering **your PIN** to pay for purchases.

7.4.5 **You** must not leave the computer terminal unattended whilst **you** are logged on in the **secure zone**, or allow anyone else to access **your cahoot account** via any other method. **We** recommend that **you** use up-to-date anti-virus and spyware software and a personal firewall.

- 7.4.6 Treat emails **you** receive with caution and be wary of emails or calls asking **you** to reveal any personal security details. Neither the police nor **we** will ever contact **you** to ask **you** to reveal **your** online banking or payment card PINs or **your** password information. Visit www.banksafeonline.org.uk for useful information.
- 7.4.7 **You** must notify **us** by telephone at the contact centre on **0844 9000 900** (or on **44 1908 937 222** from outside the **UK**) as soon as possible if:
- you** think that someone else knows **your** security codes; or
 - you** think that someone else has accessed **your** cahoot account;
 - you** think that someone else knows **your** PIN for **your** cahoot debit or credit cards.
- 7.4.8 **We** may refuse **you** access to the **secure zone** if:
- we** suspect that an unauthorised person is attempting to log in to **your** cahoot account; or,
 - to prevent fraudulent use of **your** cahoot account; or,
 - incorrect details are used in attempting to log in.
- 7.4.9 **We** will take all reasonable steps to ensure that unauthorised access to the **secure zone** does not occur.
- If **we** are required to withdraw **your** access to the **secure zone** due to general condition 7.4.8:
- we** will tell **you** of **our** intention to do so and **our** reasons why in advance, unless **we** are unable to in which case **we** will tell **you** immediately after **we** do so;
 - we** will inform **you** of this withdrawal using any of the notices listed in general condition 21;
 - we** do not have to tell **you** that **we** are withdrawing access to the **secure zone** or **your** security codes if doing so would compromise **our** security measures or would otherwise be unlawful; and
 - you** will need to contact **us** on the details laid out in general condition 7.2 in order for **us** to reactivate and/or replace **your** security codes as soon as possible, provided that the reason **we** gave for its withdrawal no longer exists.
- 7.4.10 **You** will be liable for any loss **you** suffer as a result of any unauthorised access to the **secure zone** where:
- you** have acted fraudulently; or
 - you** have knowingly failed to follow any of the safeguards in general conditions 7 and 8 or **you** have been grossly negligent in failing to take reasonable care to follow them; or
 - you** unduly delayed in notifying **us** that the **transaction** was unauthorised and in any event within 13 months of the date on which the **transaction** occurred.
- 7.5 Use of **your** cahoot account
- When **you** give **us** a payment instruction, **you** must provide **us** with the following information:
 - for over-the-counter withdrawals or payments and electronic transfer of funds, the name (or the name of **your** account, if different) account number and sort-code of the person **you** want to pay;
 - for withdrawals from a cash machine, **your** PIN;
 - for an international transfer of funds from **your** account, the IBAN and BIC of the person **you** want to pay;
 - for standing orders from **your** account, the account number and sort code of the person **you** want to pay.
 - We** have the right to refuse to allow any withdrawal, or make any payment, from **your** cahoot account, if:
 - it is requested by using **our** overdraft facility;
 - you** have exceeded **your** maximum daily withdrawal limit under condition 3.5.3 of the **cahoot current account** conditions;
 - we** believe or suspect it may place **us** in breach of any legislation or law; or
 - we** believe or suspect it relates to fraud or any other criminal act;
 - you** are in breach of any of the terms and conditions of the **agreement**.

If **we** refuse to allow any withdrawal, or make any payment, from **your** current account, **we** will tell **you**:

- (vi) that **we** have done so;
- (vii) the reason why **we** refused; and
- (viii) if **you** think **we** have based **our** decision on mistaken information, how **you** can ask **us** to rectify that mistake, within three working days of the day **we** received **your** withdrawal or payment request.

We do not need to tell **you** of any refusal (or the reasons why) if this would otherwise be unlawful.

- 7.6 To help keep **your** funds secure, **we** may limit the amount **you** can withdraw online or ask **you** to contact us for transactions that require additional authorisation.
- 7.7 To help keep **your** funds secure and to prevent fraud, **you** might need to provide additional identification before **you** can **transact** on **savings accounts** that have been inactive for five years or longer.

8. Care of your cards, chequebook, PINs, passwords and security codes

- 8.1 **We** will notify **you** of the **PIN** to be used with **your** **cahoot debit card** or **cahoot credit card**. **We** may also ask **you** to provide **security codes** as a means of identification for example when buying goods or services with **your** card. **We** may withdraw **your** **PIN** if **we** believe that this is necessary for security reasons to prevent misuse of **your** card or **your** **cahoot account**, for example where the wrong number is used more than once. **You** will then need to apply for a new **PIN**.

If **we** withdraw **your** **PIN**:

- a. **we** will tell **you** of **our** intention to do so and **our** reasons why in advance, unless **we** are unable to in which case **we** will tell **you** immediately after **we** do so;
- b. **we** will inform **you** of this withdrawal using any of the notices listed in general condition 21;
- c. **we** do not have to tell **you** that **we** are withdrawing access to **your** **PIN** if so doing would compromise **our** security measures or would otherwise be unlawful; and
- d. **you** will need to contact **us** on the details laid out in general condition 7.2 in order for **us** to reactivate and/or replace **your** **PIN** codes as soon as possible, provided that the reason **we** gave for its withdrawal no longer exists.

- 8.2 The care of **your** chequebooks, cards, **PINs** and **security codes** is essential to help prevent fraud and protect **your** **cahoot account**. To ensure this **you** **MUST**:

- a. sign **your** card in permanent ink as soon as **you** receive it;
- b. destroy the notification of **your** **PIN** as soon as **you** receive it;
- c. always take reasonable steps to keep **your** cards safe and **your** **PIN** and **security codes** secret;
- d. not keep **your** chequebooks and cards together;
- e. never write down or record **your** **PIN**, **security codes** or personal information on **your** card (or anything kept with it) or on any documents relating to **your** account. If **you** do write down or record **your** **PIN**, security or personal information, **you** must disguise this information so that it cannot be understood by anyone else;
- f. not allow anyone else to use **your** cards, **PIN** or **security codes** (not even someone with whom **you** share a joint account);
- g. never disclose **your** **PIN** or full password to anyone else, not even a member of **cahoot** staff. **You** can request a new **PIN** at any time and **you** must do this if **you** think that anyone else (even a member of **your** family) knows **your** **PIN**.

PLEASE REMEMBER ANYONE IN POSSESSION OF YOUR CARD WHO KNOWS THE PIN CAN GAIN ACCESS TO YOUR CAHOOT ACCOUNT.

- h. only disclose **your** **security codes** when requested by **us** for identification purposes; and,
- i. act on any further instructions **we** give **you** to ensure that **your** online banking is secure. Any instructions will reflect good security practice, taking account of developments in e-commerce;
- j. keep **your** card receipts and other information about **your** account containing personal details (for example, statements) safe;
- k. take care when disposing of information on **your** accounts. People who commit fraud use many methods such as 'bin raiding' to get this type of information. **You** should take simple steps such as shredding printed material;
- l. When writing a cheque, it is helpful to prevent fraud to:
 - (i) write the full name of the person or body to whom **you** owe money, putting a straight line through any remaining space;

- (ii) if the cheque is payable to, for example, the Inland Revenue or other large organisation add **your** name to the payee line with the preface 'RE' and similarly write the amount in full, putting a line through any remaining space.

You will find the APACS website www.cardwatch.org.uk a helpful guide on what to do if **you** suspect card fraud.

- c. where **you** have deliberately failed to follow any of the safeguards in general condition 8.2 or **you** have been grossly negligent in failing to take reasonable care to follow them; or

- d. after becoming aware **you** unduly delayed in notifying **us** that the **transaction** was unauthorised, incorrect or has not been carried out by **you**; or

- e. **you** failed to tell **us** the **transaction** was unauthorised, incorrect or not carried out by **you** within 13 months of the date on which the **transaction** occurred (or in the case of a failed **transaction** should have occurred).

If, however someone else uses **your** card, **PIN**, **security codes** or chequebook without **your** authority and none of the circumstances in (a) to (e) above apply, **we** may only debit up to £50 to **your** **cahoot account** overall.

9. Loss, theft or misuse of cahoot debit or credit card or cahoot cheque book and your liability if this happens

- 9.1 If **you** think **your** debit or credit card or cheque book has been lost, stolen or misused, or if **you** believe that **your** **PIN** has become known to another person or selected information from **your** **security codes** has become known to another person then **you** must notify **us** as soon as possible by telephoning **0844 9000 900** (or **44 1908 937222** from outside the UK). **We** have the right not to refund any unauthorised **transaction** on **your** current account if any of the circumstances listed in general condition 9.4 apply.

- 9.2 **We** will take immediate steps to prevent them from being used to access **your** **cahoot account**. **We** will accept written notification of **your** loss or theft of **your** card from any recognised card registration bureau acting for **you** from VISA or from any VISA member.

- 9.3 **You** are not liable for any unauthorised use of **your** card, **PIN**, **security codes** or chequebook in the following cases:

- a. before **you** receive it or;
- b. after **you** have notified **us** under general condition 9.1 of the loss, theft or unauthorised use of them;
- c. if **we** have failed to tell **you** how to notify **us** of the loss, theft or unauthorised use or;
- d. if the unauthorised use of it relates to the **purchase** of goods or services by way of a distance contract.

For the purpose of this general condition 9.3, 'distance contract' means any contract entered into by **you** online or by post (including mail order), email, fax, telephone or tele-shopping, unless the **purchase** relates to land or financial services, or is made using a vending machine, a public pay phone or an auction.

- 9.4 **You** will be responsible for the full value of the **transaction** on **your** account:

- a. where **you** have authorised the **transaction** or allowed someone to have access to the use of the **security codes** or **PIN**;
- b. where **you** have acted fraudulently, or

- 9.5 If **you** dispute that **you** have carried out a **transaction** with card, cheque, **PIN** or **your** **security codes**, **we** will expect **you** to co-operate with **us** and the police in any investigations. **We** may give the police any information **we** consider relevant to enable them to carry out their investigations. **We** will have the burden of proving any allegation of fraud or that **you** were grossly negligent in failing to take reasonable care to follow any of the safeguards listed in Condition 8.2, or that a card has been received by **you**.

- 9.6 If **your** card details are used without **your** permission for a **transaction** where the cardholder does not need to be present, **you** will not have to pay anything.

- 9.7 If **your** card details are used without **your** permission for a **transaction** where the cardholder does not need to be present, **you** will not have to pay anything.

10. Unauthorised or Incorrect Payments

- 10.1 Notification of Unauthorised or Incorrect Payments

If **you** believe that any withdrawal or payment made on **your** **cahoot account** was not authorised by **you** (or any other person permitted to authorise withdrawals or payments from **your** **cahoot account**) or was made incorrectly, then **you** must notify **us** as soon as possible by telephoning **0844 9000 900** (or if **you** call from overseas **44 1908 937222**).

10.2 Your Remedies for Unauthorised Payments

a. Unless any of the circumstances listed in general condition 10.4 (a) applies, if **you** notify **us** that a withdrawal or payment **you** instructed on **your cahoot account** has not been authorised by **you** (or any other person authorised to make a withdrawal or payment on **your cahoot account**) then **we** will:

- (i) immediately refund **your cahoot account** with the amount of any unauthorised payment taken from it; and
- (ii) immediately refund **your cahoot account** with any fees and/or **interest we** may have charged in connection with the unauthorised payment. **We** will also credit **your** account with lost **interest** that would have accrued on the amount of the unauthorised payment.

10.3 Your Remedies for Failed or Incorrect Payments

a. Unless any of the circumstances listed in general conditions 10.4(b) or 10.5(a) applies, if **you** notify **us** that a payment **you** instructed **us** to pay from **your cahoot account** has not been paid or has been paid incorrectly, then **we** will:

- (i) immediately refund **your cahoot account** with sufficient money to ensure that **your cahoot account** does not suffer a loss as a result of the incorrect payment;
- (ii) immediately refund **your cahoot account** with any fees and/or **interest we** may have charged or **you** may have lost in connection with the failed or incorrect payment; and
- (iii) if **you** ask **us** to, make immediate efforts to trace the failed or incorrect payment and to notify **you** of the results of that action;

b. Unless any of the circumstances listed in general condition 10.4(c) or 10.5(a) applies, if **you** notify **us** that a payment **you** (or someone else) instructed **us** to pay into **your cahoot account** has not been paid or has been paid incorrectly, then **we** will:

- (i) immediately re-transmit the correct payment instruction to the **bank** (or other financial institution) acting for the person from whom the failed or incorrect payment is due;
- (ii) immediately refund **your cahoot account** with any fees and/or **interest we** may have charged in connection with the failed or incorrect payment;

- (iii) if **you** ask **us** to, make immediate efforts to trace the failed or incorrect payment and to notify **you** of the results of that action.

10.4 Circumstances Where Your Remedies for Unauthorised, Failed or Incorrect Payments Do Not Apply

- a. **We** do not need to do any of the things listed under general condition 10.2(a) if any of the circumstances in general condition 9.4 applies.
- b. **We** do not need to do any of the things listed under general condition 10.3(a) if:
 - (i) general condition 9.4 (d) or (e) applies; or
 - (ii) **we** can demonstrate to **you** that the **bank** (or other financial institution) acting for the person to whom the payment was to be paid received the correct payment in full before the end of the **working day** following the day **we** received the relevant payment instruction.
- c. **We** do not need to do any of the things listed under general condition 10.3(b) if general condition 9.4 (d) or (e) applies.

10.5 Failed/Incorrect Payments due to security code Errors.

- a. **We** do not need to do any of the things listed under general conditions 10.3(a) or 10.3(b) if the cause of the failed or incorrect payment is because **you** (or another person who is authorised to instruct **us** to make payments on **your** account) gave **us** the wrong security code (please see general condition 1.3 for more details regarding **security codes**) of:
 - (i) in the case of general condition 10.3(a), the person to whom the payment is to be paid and/or the account of such person to which the payment is to be paid; or
 - (ii) in the case of general condition 10.3(b), the person from whom the payment is due and/or the account of such person from which the payment is to be paid.
- b. Where the cause of the failed or incorrect payment is as set out in general condition 10.5(a), **we** will use reasonable efforts to recover any money paid out of **your cahoot account** or not paid into **your cahoot account** (as the case may be) as a result of the failed or incorrect payment.

11. Refunds for payment transactions initiated by a payee

- 11.1 Unless general condition 11.3 or 11.4 applies, **you** may request **us** to refund a debit card payment or **direct debit**, if **you** satisfy all of the following conditions below:
- (i) at the time **you** authorised the payment, the person **you** agreed to pay did not tell **you** the exact amount of the payment in question;
 - (ii) the amount of the payment in question was higher than what **you** reasonably expected to pay;
 - (iii) **we** agree that the amount of the payment was more than **you** reasonably expected, taking into account **your** previous spending patterns, any relevant conditions in the **agreement** (including any spending limits on **your cahoot account**) and any other relevant circumstances, and **we** may ask **you** to provide such information as is reasonably necessary for **us** to assess this; and
 - (iv) **you** ask **us** to make the refund within eight weeks of the date the payment is taken from **your cahoot account**.
- 11.2 If **you** make a request for a refund under general condition 11.1 then **we** will, within 10 working days of the date **we** receive that request (or, if **we** ask for more information under general condition 11.1(iii), within 10 working days of the date **we** receive that information) either:
- (i) refund the payment in full; or
 - (ii) tell **you** that **we** do not agree to the refund, the reason(s) why and to whom **you** can complain if **you** do not accept **our** refusal.
- 11.3 **You** are not entitled to a refund under general condition 11.1 where:
- (i) **you** (or someone authorised by **you** to do so on **your** behalf) has given **us** consent directly to make the payment; and
 - (ii) if applicable, **we** (or the person **you** agreed to pay) has given **you** information on the payment in question within four weeks of the due date of that payment.
- 11.4 **You** are not entitled to a refund under general condition 11.1 if the reason that the payment in question was higher than what **you** reasonably expected to pay is due to a change in any currency exchange rate.
- 11.5 Neither of general condition 11.3 nor general condition 11.4 limits any of **your** rights under the **Direct Debit** guarantee scheme.

12. Liability issues

- 12.1 **We** will not be liable to **you** if **we** are unable to perform **our** obligations to **you** because of failure of any machine, data processing system or transmission link or because of any industrial dispute or due to any other cause which is outside **our** control or the control of anyone working for **us** or on **our** behalf.

13. Account Aggregation Services

- 13.1 Account Aggregation Services allow **you** to have the details of all **your** accounts, from all financial institutions, presented on one internet page. If **you** use the services of an Account Aggregation Service Provider, which may or may not be a **bank** or other financial institution, **you** could be liable for any fraud or mistakes that happen on **your** account.

14. Transferring our rights

- 14.1 **You** agree that **we** may assign or transfer all or any of **our** rights and responsibilities under this or any part of the **agreement** by absolute assignment, by way of novation or by way of security. **Your** rights under the **agreement** (or any part of it) and **your** legal rights will not be affected.

15. Variation of interest rates and charges

- 15.1 Details of current rates and charges are available on **our** website www.cahoot.com
- A copy of the **tariff** is provided to **you** as part of the **agreement** prior to account opening.
- 15.2 **We** may change **our** interest rates or charges at any time for one or more of the following reasons:
- a. To maintain the competitiveness of **our** business as a whole, taking into account actual or expected changes in market conditions;
 - b. To reflect actual or expected changes in money market **interest** rates;
 - c. To ensure that **our** business is run prudently;
 - d. To reflect a change in general banking practice;
 - e. To reflect any regulatory requirements or guidance, or any change in the law or a decision or recommendation by a court or Ombudsman;
 - f. To enable **us** to harmonise **our** banking or charging arrangements;
 - g. To reflect changes in technology or in the direct costs **we** are required to pay others, or to take account of inflation; or
 - h. For any other reason that is valid.

15.3 **We** will notify **you** in writing (generally by email) at least two months prior to the introduction of a new charge or a change in **our** charges pursuant to general condition 15.2 where these are linked to payment services and **you** are free to close **your cahoot account** immediately without loss of interest or charge at any time during the notice period but **you** must repay any overdraft, interest or charges outstanding on **your cahoot account**. **We** will notify **you** in writing (generally by email) at least 30 days prior to the introduction of a new charge or a change in **our** charges pursuant to general condition 15.2 where these are not linked to payment services.

15.4 **We** may at any time change any **interest** rate applicable to **your** account. If **we** make such a change **we** will give **you** at least two months' personal notice of the change, except where:

- a. the **interest** rate or currency exchange rate (as applicable) is based on a reference rate (that is an independent index, such as in the case of **interest** rates, the Bank of England Base Rate); or
- b. the change is to **your** benefit; or
- c. **your** account is a Non-Payment Account (that is, an account which has a restriction on how money can be paid into and out of the account).

In which case **we** give notice of the change within 30 days of it being made.

Where interest rates are changed other than in 15.4 a, b and c, **you** are free to close **your cahoot account** immediately without loss of interest or charge at any time during the notice period but **you** must repay any overdraft, interest or charges outstanding on **your cahoot account**.

15.5 **Our** exchange rates for foreign currency payments are based on market conditions. Please contact **us** on **0844 9000 900** for the applicable exchange rates for the particular payment. **We** may change **our** exchange rates immediately and without notice to **you**.

15.6 If **we** are changing the **interest** rates **we** charge on overdrafts, **we** will give **you** at least seven days' advance personal notice of the change.

16. Terminating or suspending use of your card and/or chequebook

16.1 **We** may terminate or suspend or restrict **your** right to use a card and/or chequebook if **we** believe that it is appropriate or necessary for **our** protection:

- a. to prevent suspected unauthorised or fraudulent use of **your** card and/or cheque book; or
- b. where **we** consider that there is a significantly increased risk **you** will not be able to repay any money **you** owe **us** on the **cahoot account**.

16.2 Unless **we** consider that a more urgent action is necessary **we** will give **you** at least seven days notice. Cards remain **our** property and **we** may require **you** to return a card to **us** and may ask anyone acting for **us** to do this.

16.3 Once **you** have received such notice, **you** must not use **your** card and/or chequebook until **we** notify **you** otherwise.

16.4 **You** may terminate **your** right to use a card by giving notice and returning it to **us**. Before returning **your** card **you** must cut it in two.

Following termination, these conditions will continue to apply to any amounts **you** owe as a result of use of **your** card.

17. Ending the agreement and closing a cahoot account

17.1 **We** can end the **agreement** and close all or any of **your** cahoot accounts, by giving **you** not less than two months notice by post, email or **secure message**, unless **you** are in breach of these conditions and **we** decide to close **your** account as a result.

It is a condition of **your cahoot account** that **you** do not act:

- a. abusively or violently towards **our** staff; or
- b. dishonestly in **your** dealings with **us**;
- c. in any way to damage **our** reputation or that of any company within the Santander Group, or that of any card scheme; or
- d. in any way to otherwise damage **our** business or give rise to investigation or intervention by **our** regulator; or
- e. in any way to give rise to, or to the reasonable suspicion of, fraud or other criminal or money laundering activities.

If **you** do act abusively, violently or dishonestly or in any of the ways described in 17.1c to 17.1e, **we** will treat **your** behaviour as a breach of these Conditions and **we** may close **your cahoot account** immediately.

17.2 **You** can end the **agreement** and close any or all of **your** cahoot accounts at any time by following the instructions within the **secure zone** and returning all cards and chequebooks to **us**.

17.3 **You** or **we** may close any one or more **cahoot account(s)** without ending any **agreement** **you** may have with **us**.

17.4 Where **we** or **you** end the **agreement** and close a **cahoot account**:

- a. **you** must repay all the amounts **you** owe under the **agreement**. **We** will continue to apply **interest** and charges on the amounts until **you** have paid everything **you** owe **us** under the **agreement**.

- b. **you** are liable for **transactions** undertaken on **your cahoot account** before the closure date (even if they have not been processed by that date (including, if relevant, cheques drawn on a **cahoot current account**).
 - c. **you** must not use the relevant **cahoot account** (including the associated **cahoot debit card** and any chequebook) once notice of closure has been given.
 - d. in the case of a **cahoot current account you** must cut up and return to **us** all **your** and any joint account holders' cahoot debit cards or chequebook where relevant.
- c. to enable **us** to harmonise **our** banking or charging arrangements;
 - d. to reflect general banking practice;
 - e. to make them clearer or more favourable to **you**; or
 - f. to rectify any mistake that might be discovered in due course; or
 - g. for any other reason which is valid.

20.2 If **we** give **you** notice to vary the Conditions under 20.1 **you** have the right to close **your cahoot account** immediately at any time during the notice period **we** give **you** for the removal, change or addition.

20.3 If **you** do not notify **us** that **you** are not happy with any of the variations, changes, removal or additions to the Conditions under general condition 20.1 before the end of the relevant notice period, **you** will be treated as accepting them.

20.4 A change to these Conditions includes removing or adding a condition but does not include a change to charges, **interest rates** or **exchange rates** which are covered by general condition 15.

20.5 The notice **we** give **you** will:

- a. be at least two months' prior personal notice to **you** if the change to a Condition relates to any withdrawal or payment service that **we** provide on **your cahoot account**; or
- b. at least 30 days' personal notice of a change to any other Condition that is to **your** disadvantage or;
- c. otherwise **we** will give **you** notice within 30 days following the change.

20.6 **We** will not charge **you** and **you** will not lose any **interest** or other sums owed to **you** on **your cahoot account** if **you** close **your cahoot account** because of a variation, removal, change or addition made pursuant to general condition 20.1;

20.7 **We** will tell **you** about any change by any or all of the following:

- a. sending **you** an email; and
- b. putting a **secure message** in the **secure zone**;
- c. information on **our** web site; or
- d. (where appropriate) by post.

18. Early payment – Default

- 18.1 Subject to **our** carrying out any procedures required by the Consumer Credit Act 1974, all amounts outstanding under the **agreement** will be payable on demand if:
- a. **you** fail to comply with **your** obligations, for example, to make payments on or before they are due;
 - b. **you** become bankrupt, or have an application made to the court for an interim order for a voluntary arrangement in relation to **your** affairs, or makes an arrangement or composition with creditors; or
 - c. **you** have given inaccurate, incomplete or untrue information to **us** in connection with the **agreement**.

18.2 If **you** do not make any minimum payment on time, **we** may try to collect the payment again by **Direct Debit** within seven days of the **payment date**. **Interest** will continue to be charged until payment is received.

19. Waiver

19.1 **We** may decide from time to time not to enforce any of the terms and conditions of the **agreement**. If **we** do so, **we** will not be deemed to have waived those terms and conditions on any other occasion.

20. Variation of Terms and Conditions

- 20.1 **We** may remove, change or add to these Conditions or to any details forming part of the **agreement** between **you** and **us**:
- a. to conform with or anticipate any changes in the law, Codes of Practice, or recommendations of the FSA;
 - b. to provide for the introduction of new or improved systems, methods of operation, services or facilities;

21. Notices

- 21.1 Unless specifically addressed elsewhere in the **agreement**, we can give **you** notices by email, by **secure message**, by post to **your** last address known to **us**, by telephone, by mobile text messaging, or any other method which **we** notify to **you**. If **your** postal or email addresses, telephone numbers, or bank account from which **you** are making **your** monthly payments to **your cahoot account** changes, **you** must update this information in the secure zone immediately.
- 21.2 All agreements and other information that **we** are required to give **you** will be in English. **cahoot** will communicate with **you** in English throughout **our** relationship with **you**. **We** will only accept communications and instructions from **you** in English.

22. Complaints

- 22.1 **We** care about the service **we** provide to **you**. **We** make every effort to maintain the highest possible standards and to improve the way **we** do things. If **you** are dissatisfied in some way, **you** should use the 'contact **us**' facility within the **secure zone** or email **us** on contact.us@cahoot.com or call **us** on **0844 9000 900** and **we** will try to resolve the issue with **you**. **You** will find out more information on the **cahoot** complaints policy on **our** website.
- 22.2 If **you** are not satisfied with the way **we** have handled **your** complaint or if **you** have not received a final response within eight weeks of complaining, **you** may take **your** complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, telephone **0845 080 1800**. Email complaint: info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.

23. Taxation

- 23.1 **We** will pay **you** credit **interest** net of income tax unless **you** have provided **us** with a completed Inland Revenue self-certification (R85), in which case **we** will pay gross credit **interest** to **you**. Where **you** are a higher rate tax payer, **you** may be liable to pay additional tax on any **interest** **we** pay to **you**. It is **your** responsibility to ensure that this tax is paid.

24. Death

- 24.1 If a **cahoot account** is in **your** sole name, **we** will ask **your** personal representatives to provide proof of their authority and then allow them to close **your cahoot account**. Any amounts owing on **your** **cahoot accounts** must be repaid.
- 24.2 Other than a **cahoot credit card**, if the **cahoot account** is in joint names it will continue in the name of the survivor.

25. Using money between accounts (set-off)

- 25.1 If any money is overdue for payment on any other account **you** have with **us** (such as a loan, mortgage, credit card or overdraft) **we** may take the money **you** owe **us** out of **your** account by way of set-off or otherwise. **We** can use **our** right of set-off where **you** have accounts which are held in **your** sole name as well as joint accounts **you** hold with another person. Where possible **we** will give **you** at least seven days notice, unless **we** reasonably think that **you** may move **your** money to stop **us**.

26. Financial Services Compensation Scheme

Important information about compensation arrangements.

- 26.1 **We** are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme. In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £50,000 each (making a total of £100,000). The £50,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account and not to each separate account. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local Santander branch, refer to the FSCS website www.FSCS.org.uk or call the FSCS helpline on **020 7892 7300** or **0800 678 1100**.

Santander UK plc and **cahoot**.

Santander UK plc is an authorised deposit taker and accepts deposits under the Santander and **cahoot** trading names. In the unlikely event of a claim, the maximum compensation levels above would apply to the combined total of all deposits held with Santander UK plc (including **cahoot**).

27. Governing law

- 27.1 The **agreement** (and, to the extent applicable, **our** relationship with **you** before **you** open **your cahoot account**) and any non-contractual obligations arising out of or in relation to the **agreement** is governed by English law.

You and **we** agree that the courts of England and Wales will have jurisdiction to hear any disputes arising in relation to these Conditions including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with these Conditions, except where:

- you** open **your cahoot account** in Scotland where the courts of Scotland will have jurisdiction; or
- you** open **your cahoot account** in Northern Ireland where the courts of Northern Ireland will have jurisdiction.

28. Legal Information and Contact Details

- 28.1 cahoot provides savings and banking products to customers. cahoot is a division of Santander UK plc. Santander UK plc is authorised and regulated by the Financial Services Authority (registration number 106054) under the Payments Services Regulations 2009 to accept deposits and to make payment services in relation to **your** cahoot accounts.

Santander UK plc is also licensed and regulated by the Office of Fair Trading in accordance with the Consumer Credit Act 1974 to provide the overdraft services on **your** current account.

To see details of **our** registration please visit www.fsa.gov.uk/register. Registered office: 2 Triton Square, Regent's Place, London NW1 3AN.

29. Tariff of Charges

The tables below show the fees and charges on cahoot accounts.

cahoot current account:

LINK network cash machines	No charge
VISA cash withdrawal handling charge ¹	1.5% of the value (minimum) £1.50
Over the Counter cash Advances	1.5% of the value (minimum) £1.50

cahoot credit card: (Not currently on sale)

VISA cash withdrawal handling charge ¹	1.5% of the value (minimum) £1.50
Over the Counter cash Advances	1.5% of the value (minimum) £1.50

Overseas Card usage:

VISA cash withdrawal handling charge ¹	1.5% of the value (minimum) £1.50*
Commission	Additional 2.25% of the withdrawal or purchase amount

Other charges

Fixed rate loan paper statement	£1
Bankers reference	£10
Duplicate cheque, voucher or summary of transactions	£5
Data Protection Subject Access Requests	£10
Foreign cheque processing fee	£10
Stopped cheque	£12
Returned cheque, Direct Debit or standing order	£25
Late repayment on cahoot flexible loan, cahoot fixed rate loan	£30 per late repayment
Late repayment on cahoot credit card	£12 per late repayment
CHAPS payments	£25
Large cash delivery	£25
Unauthorised overdraft fee**	£30 each statement period
Unauthorised overdraft rate (EAR)	21.9%

¹From banks, organisations or cash machines displaying the VISA symbol but which are not part of the LINK cash

* Please note that the purchase of travellers cheques or foreign currency with the card in the **UK** is treated as a VISA cash withdrawal and is subject to the same handling charge.

** Payable for each statement period during which **you** exceed **your** overdraft limit.

30. Dormant current and savings accounts

- 30.1 **We** will participate in the Unclaimed Assets Scheme, set up by the Government, under the Dormant Bank and Building Society Accounts Act 2008. If **you** have not used **your** account for at least 15 years the balance will be transferred to a fund to be set up by the Government (reclaim fund). This fund has not yet been set up, but once it has **we** will start making transfers. **You** will always retain the right to reclaim **your** money. If **you** would like to track down a lost or dormant account please go to <http://www.mylostaccount.org.uk> to either complete an online request or download a dormant account form.

cahoot savings accounts – conditions (for cahoot savings accounts)

1. Introduction

- 1.1 These conditions explain **our** obligations to **you** and **your** obligations to **us** in relation to the **cahoot savings account**.

2. Financial Details

- 2.1 The minimum investment amount is £1 and the maximum investment amount is £2,000,000.

3. Deposits, Withdrawals and Closures

3.1 Deposits

- a. **You** may pay money into a **cahoot savings account** by transfers from another **cahoot account** or from an external account by **Direct Debit** or Direct Credits (e.g. **standing order** or BACS transfer).
- b. **We** do not accept cash or cheques for credit to a **cahoot savings account**;
- c. Deposits made electronically can be drawn against and will earn **interest** from the day the **deposit** is credited to **your** account.

- 3.2 **You** may make withdrawals by transfers to another **cahoot account** or by BACS transfer to an external account. The money will normally be taken from **your cahoot savings account** on the same **working day** we receive **your** instruction. However, it will take up to four working days for the payment to reach the account of the person **you** want to pay. However, if **you** want to pay a person located outside the European Economic Area, the payment may take longer.

- 3.3 **You** may open up to three savings accounts per issue.

3.4 Closure

You may close **your cahoot savings account** at any time. To close **your cahoot savings account** please send **us** a message from within the **secure zone** stating that **you** wish to close **your** account or alternatively contact cahoot on **0844 9000 900**.

4. Interest

- 4.1 Variable interest rates apply. Details of **our** current interest rates and charges are available on **our** website (www.cahoot.com). See general condition 15, Variation of interest rates and charges, for further information.

- 4.2 **Interest** is calculated daily on the amount in **your cahoot savings account** at the end of each day (excluding any uncleared items) and will be credited to **your cahoot savings account**.

- a. on the first anniversary of opening **your** account, and then annually on the same date thereafter; if **you** choose to have **interest** paid annually; or
- b. on the first day of the following month after opening **your** account, and then monthly on the first day of each month thereafter; if **you** choose to have **interest** paid monthly.

- 4.3 **You** must choose the frequency of **your interest payments** when **you** open **your cahoot savings account** and this cannot be changed once **your** account has been opened.

cahoot current account – conditions (not currently on sale)

1. Introduction

- 1.1 These conditions explain **our** obligations to **you** and **your** obligations to **us** in relation to the **cahoot current account**.
- 1.2 **You** are limited to holding a maximum of three cahoot current accounts at any time (including joint and single accounts).

2. The cahoot Debit Card

- 2.1 Using **your** card:
- a. **You** will need to activate **your cahoot debit card** once **you** have received it, in accordance with the instructions received.
- b. **We** may be asked to authorise a **transaction** **you** make using **your cahoot debit card** before it can be completed. If **we** do authorise the **transaction**, **your current account balance** will change by the amount of the authorisation.
- c. **We** may refuse to authorise any **transaction** at **our** sole discretion in accordance with general condition 7.5 of the cahoot general conditions.
- d. Once a **purchase** or other **transaction** with **your cahoot debit card** has been carried out, **you** cannot cancel it.
- e. Where a shop or other person **you** have paid using **your cahoot debit card** gives **you** a refund, **your cahoot current account** will be re-credited when **we** receive an acceptable refund voucher.
- f. **Your cahoot debit card** can be used to withdraw cash.
- 2.2 If **you** do not have a **cahoot debit card**, at any time, **you** may request one in the **secure zone**, and **we** will send **you** a **cahoot debit card** and a **PIN**.
- 2.3 **You** can change the **PIN** for **your cahoot debit card** at any LINK cash machine which has a **PIN Service** facility.

- 2.4 If a **cahoot debit card** is sent to **you**, we will renew it from time to time with the same type of card or a different type of card covered by the **agreement** which **you** qualify for at that time.

The table below summarises when **interest** will begin to be earned, when **we** aim to make money available to **you**, and when **you** can be sure the money is yours, after a cheque is paid into **your** account.

Day cheque paid in	Day interest begins	Day we allow you to withdraw the money	Day you can be sure the money is yours
Monday	Tuesday	Friday	Following Wed
Tuesday	Wednesday	Monday	Following Thurs
Wednesday	Thursday	Tuesday	Following Fri
Thursday	Friday	Wednesday	Following Mon
Friday	Monday	Thursday	Following Tues
Saturday	Tuesday	Friday	Following Wed
Sunday	Tuesday	Friday	Following Wed

3. Withdrawals and Deposits

- 3.1 Deposits into **your cahoot current account** can be made by **standing order**, **Direct Debit** and other electronic funds transfers. **You** may also make cheque deposits by post to **us** or by cheque or by cash at **your** local post office branch. **You** cannot **deposit** cash or cheques in Santander branches or Santander cash machines.

- 3.2 For cheques, the following applies:

- a. When a cheque is received and paid into **your** account, the earliest time cahoot will know if that cheque will be returned unpaid by the **bank** of the person who wrote the cheque is on the third **working day** after the day it is received by cahoot and paid into **your** account. The money will normally be available so that **you** can draw against it on the fourth **working day** after the day it is received by cahoot and paid into **your** account.
- b. For cheques sent to cahoot by post, the above timescales will apply from the day **we** pay the cheque into **your** account. **You** will not be able to withdraw against the cheque straight away, although, **interest** will be earned from the next **working day** after the day the cheque is paid into **your** account.
- c. If **you** pay a cheque over the counter at a Post Office, it will normally be received by cahoot within five working days. **Our** clearance timescales will start once the cheque has been received at **our** clearing centre and paid into **your** account.
- d. Cheques can be returned unpaid by the **bank** of the individual who wrote the cheque, even where funds have been made available to **you**. If **you** have drawn against these funds **we** can take the funds back up to and including the sixth **working day** after the day the cheque is paid into **your** account. Where it is established that **you** are a party to a fraud, **we** can recover these funds at any time. If debiting the item causes **you** to either become overdrawn or exceed **your overdraft limit**, **interest** may be charged and **you** may incur charges. If **your** agreed **overdraft limit** has been exceeded, **you** must immediately pay sufficient money into **your cahoot current account** to bring **your cahoot current account** balance within **your** agreed limit.

For other information on cheque clearing services in the **UK**, please visit <http://www.apacs.org.uk/> the Association for Payment Clearing Services.

3.3 Cash deposits

- a. If **you** pay cash into **your** account over the counter at a Post Office, the Post Office will deliver **your** cash to **us**. **We** will pay the cash into **your** account when **we** receive it, normally the second **working day** after deposit at the Post Office.
- b. Once the cash has been credited to **your** account **you** will be able to draw against it on the same **working day**.
- c. **Interest** will be earned on the same **working day** as the cash is credited to **your** account.

3.4 Electronic Deposits

Deposits made electronically can be drawn against and will earn **interest** from the day the **deposit** is credited to **your** account.

3.5 Payments

The central clearing cycle for automated payment, e.g. standing orders and **Direct Debits** at cahoot is three working days.

3.5.1 Electronic payments

When **you** give **us** an instruction to make an automated payment (including over the phone or internet), the money will be taken from **your** account by the end of the business day following the time of receipt of the payment instruction. Automated payments from **your** account (e.g. standing orders, **Direct Debits**) will normally be debited at the beginning of the **working day** they are due. Deposits paid into **your** account on the day an automated payment is expected may not therefore be available to meet that payment.

Please ensure that **you** have sufficient funds in **your** account for automated payments and cheques, and that **you** do not rely upon automated deposits to meet these commitments.

3.5.2 If **we** are unable to pay a **Direct Debit(s)** or **standing order(s)** item on **your** account **we** will rely on **you** regularly monitoring **your** account to see this information.

3.5.3 Cash Withdrawals

There are maximum daily limits on the amount of cash **you** can withdraw from **your cahoot current account** using **your cahoot debit card** as notified to **you** from time to time. **You** should contact the telephone contact centre if **you** wish to withdraw more cash than the maximum daily limit.

3.6 **You** can make and receive foreign payments from **your cahoot current account**. Before crediting a **transaction** in a foreign currency to **your cahoot current account we** will convert it into sterling at **our** current exchange rate as at the date **we** receive the payment or withdrawal request for that type of **transaction** and the currency in question. For further details about transferring money abroad please refer to the **cahoot CHAPS** and International Payment Terms and Conditions which are available from **our** website.

4. Using your cahoot Debit Card

4.1 **Your cahoot debit card** can be used to make purchases, cash withdrawals recurring **transactions** or other **transactions** in accordance with the general conditions. It may also be used as a cheque guarantee card.

4.2 **You** must not use **your cahoot debit card** to guarantee a cheque for more than the available funds in **your cahoot current account**.

5. Cross-border Credit Transfers and Foreign Transactions

5.1 **You** can make and receive cross-border credit transfers using **your cahoot current account**.

5.2 All **transactions** and cash advances made outside the **UK** in a currency other than sterling:

- a. will be converted into sterling at **our** current exchange rate as at the date **we** receive the payment or withdrawal request for that type of **transaction** and the currency in question;
- b. will incur a commission charge based of the amount of the **transaction** or **cash advance** in the currency of origin; and
- c. **you** may also incur commission charges imposed by the merchant or **bank** that carries out the **transaction**.

5.3 Further conditions will be sent to **you** when **you** request a **foreign payment**, however please refer to **our** Rates and Fees section for further information on **our** charges for these services. Please refer to the **cahoot CHAPS** and International Payment Terms and Conditions which are available from our website.

6. Cheques

6.1 **We** will 'stop' one of **your** cheques at **your** request, through the **secure zone** or by telephoning **us** on **0844 9000 900** (or on **44 1908 937222** from outside the **UK**) as long as:

- a. the cheque has not already been paid;
- b. **you** give **us** sufficient details, of most importance are the account number and cheque number; and,
- c. **you** have not used **your cahoot debit card** to guarantee payment of the cheque.

6.2 **You** should not write a future date on a cheque. If **you** do, **we** can decide whether to pay it or return it.

6.3 Cheques normally become out of date after six months, so **you** should pay them in so that they clear in that time.

7. Overdrafts

7.1 **We** have agreed to provide **you** with an overdraft facility. **We** will determine **your overdraft limit** from time to time and tell **you** what it is. If **we** reduce **your overdraft limit**, **you** will be required to repay any excess over **your new overdraft limit** immediately. **You** can ask **us** to change **your overdraft limit** at any time by making a request in the **secure zone**

7.2 If **you** use **your** overdraft **you** will be expected to make monthly deposits in to **your cahoot current account**, if **you** do not deposit money regularly **your** overdraft facility may be withdrawn. Regular deposits into **your cahoot account** will help **us** to make decisions in response to requests **you** may make to **us**. This could include requests from **you** for additional cahoot accounts or for increases to **your credit card limit**, or **overdraft limit**.

7.3 **We** can require **you** to repay all or any part of **your** overdraft immediately at any time, but **we** will normally give **you** 30 days' prior notice.

7.4 If **you** exceed **your overdraft limit**, **you** must immediately pay sufficient money into **your cahoot current account** to bring **your cahoot current account** balance within **your overdraft limit**. **You** will be charged for each **cahoot current account statement period** during which **you** exceed **your overdraft limit**.

7.5 If **you** have exceeded **your** authorised **overdraft limit**, **we** may decline any of **your** **Direct Debits**, standing orders and other direct payments from **your cahoot current account**. Normally **we** will give **you** 7 days' notice, but, in exceptional circumstances, where **we** consider it necessary to prevent abuse of **your cahoot current account**, **we** may decline any payment without prior notice.

7.6 If any direct payments, e.g. standing orders or **Direct Debits**, are declined by us, you will have to make a request to us in the **secure zone** asking for them to be reinstated. We will do so if your **cahoot current account** is then in credit from your **cahoot current account**. This pre-notification will be placed in the **secure zone**, and we will send you an email to tell you this is there at least 14 days before any amounts are to be debited.

8. Interest and Charges

- 8.1 **Interest** accruing on your **cahoot current account** will be credited to that account on your **statement date**.
- 8.2 We will agree with you the amount by which you can be overdrawn without incurring **interest** or any charges.
- 8.3 We will charge you **interest** where the balance of your **cahoot current account** exceeds the interest free **overdraft limit** but remains within your **overdraft limit**.
- 8.4 If you exceed your **overdraft limit**, you will be charged **interest** and incur a charge for each **statement period** during which you exceed your **overdraft limit**.
- 8.5 When the **cahoot current account** is opened and thereafter on our website, we will tell you what interest rates and charges apply to the **cahoot current account**.
- 8.6 **Interest** will be debited to your account on the **statement date** and you will receive 14 days advance warning via email.
- 8.7 You will be notified at least 14 days in advance by letter of any charges to be applied to your account.
- 8.8 Details of our current interest rates are available on our website (www.cahoot.com). Details of our charges are given in our **tariff** (general condition 29). We may vary our charges and introduce new ones from time to time, in which case we will give you notice in accordance with general condition 15.

9. Cancellation of Direct Debits, Standing Orders and Recurring Transactions

9.1 You may cancel a **Direct Debit** you no longer need up to the end of the business day preceding the day agreed for debiting the funds unless we and the person or organization that collects it agree otherwise in writing.

To cancel the **Direct Debit** you should give us details of the date and amount of the payment you want us to cancel and the name and sort code of the person you asked us to pay.

You should also advise the person or organisation that collects it. You may also

cancel a **Direct Debit** by only telling the person or organisation that collects it and not telling us, but they will need longer to cancel it.

9.2 You may cancel a **standing order** you no longer need by telling us. You can do this up to the end of the business day preceding the day before it is due to be debited.

To cancel a **standing order** you should give us details of the date and amount of the payment you want us to cancel and the name and sort code of the person you asked us to pay.

9.3 To cancel a **recurring transaction** you must contact the person or organisation that collects it.

cahoot credit card (not currently on sale)

1. Introduction

1.1 This section of the conditions explains our obligations to you and your obligations to us in relation to a **cahoot credit card** and a **cahoot credit card** account. They must be read in conjunction with the **cahoot general terms and conditions**.

2. The cahoot credit card

- 2.1 Using your card:
- You will need to activate your **cahoot credit card** and any **additional cardholder's card** once you have received it in accordance with the instructions also received at the time;
 - We may be asked to authorise a **transaction** you make using your **cahoot credit card** before it can be completed. If we do authorise the **transaction**, your available credit will be reduced by the amount of the authorisation. We may refuse to authorise any **transaction** without giving a reason;
 - Where a shop or other person you have paid using your **cahoot credit card** gives you a refund, your **cahoot credit card** account will be re-credited when we receive an acceptable refund voucher;
 - your **cahoot credit card** can be used to withdraw cash. Where you use your **cahoot credit card** for cash withdrawals if there is any limit on the total amount of cash you may withdraw, which may change from time to time, we will let you know what this is. We will put on the account all **transactions** and other amounts that you have to pay under your **cahoot credit card**. You will authorise a **transaction** by giving your consent to it to use through using your **cahoot credit card** or **PIN** or signing a voucher. Where the **transaction** is made

with out **you** being present, for example on the internet or by phone, **you** give **your** consent by giving the **card number** and other details requested by the person that **you** are paying or by using **your** card and **PIN** at an ATM. If **you** have given **your** consent to a series of **transactions** (such as a **recurring transaction** or to a third party) **you** may cancel this at any time.; and

e. Where **you** dispute a **transaction**, if following **our** investigation, **we** find that **you** have not authorised the **transaction** **we** will refund the amount of the **transaction** and restore the payment account to the state it would have been in had the **transaction** not taken place.

f. If **you** dispute any pre-authorised **transaction**, **you** must tell **us** about this as soon as possible. If the dispute relates to the amount of any **transaction** where the amount of the **transaction** exceeds the amount that **you** reasonably expected (other than as a result of exchange rate fluctuations) **you** must tell **us** within eight weeks from the date on which the **transaction** was put on **your** account as **you** are entitled to a full refund. The right to a refund does not apply where **you** have given consent to the **transaction** to be made and information about the **transaction** was provided at least four weeks before the date on which payment is due.

- 2.2 If **you** do not have a **cahoot credit card** at any time, **you** may request one in the **secure zone**, and **we** will send **you** and any **additional cardholder**, a **cahoot credit card** and a **PIN**.
- 2.3 **You** can change the **PIN** for **your cahoot credit card** at a Santander cash machine only.
- 2.4 If a **cahoot credit card** is sent to **you**, **we** will renew it from time to time with the same type of card or a different type of card covered by the **agreement** which **you** qualify for at that time.
- 2.5 There are maximum daily limits on the cash **you** can withdraw using **your cahoot credit card** as notified to **you** from time to time.
- 2.6 **You** are limited to holding a maximum number of two **cahoot credit card** accounts at any time.

3. Foreign Transactions

- 3.1 All **transactions** and cash advances made outside the **UK** in a currency other than sterling:
 - a. will be converted into sterling on the day they are added to **your** account at an exchange rate set by the payment scheme provider. The exchange rate used may differ from the rate when the **transaction** was made as exchange rates vary on a daily basis. The exchange rate used when such **transactions** are made and the amount of the **transactions** in sterling following

application of the exchange rate will be set out in **your** statement. More detailed information about certain payments and **transactions** can also be requested by contacting **us** on **0844 9000 900**.

- b. will incur a commission charge based on the amount of the **transaction** or **cash advance** in the currency of origin; and
- c. **you** may also incur commission charges imposed by the merchant or **bank** who carries out the **transaction**.

4. Balance transfers

- 4.1 Subject to **your credit card limit**, at any time **you** can ask **us** to carry out a **balance transfer**. When **you** request a **balance transfer** **we** will tell **you** the maximum time it will take to carry out the **balance transfer** and if there are any charges payable for making the **balance transfer** and the amount of any such charges. After a **balance transfer** has been processed **you** cannot cancel it and any charge **we** make for making the **balance transfer** cannot be refunded to **you**.
- 4.2 If **you** are experiencing financial difficulty please call **our** financial helpline number on **0845 6070004** at the earliest opportunity, in order that **we** can try to provide **you** with help.

5. The cahoot credit card limit

- 5.1 **We** will determine **your credit card limit** from time to time and tell **you** what it is. **You** can ask **us** to change **your credit card limit** at any time by making a request in the **secure zone**. If **your cahoot credit card** account is in arrears or if **you** fall below **our** credit scoring thresholds, **we** may not consider **your** request. Before determining whether to raise **your** credit limit **we** may carry out appropriate checks, including credit assessment (see **our** Security and Privacy page for details).
- 5.2 The **credit card balance** on **your cahoot credit card** account must not exceed **your credit card limit**. If it does, **you** will need to pay the excess amount immediately and **you** will incur a charge for each **statement period** during which **you** exceed **your credit card limit**. **You** will be permitted to withdraw up to 50% of **your credit card limit** in cash.

6. Interest

- 6.1 **We** will not charge **you interest** if **you** pay off the full **credit card balance** shown on **your** statement by the first **payment date** after the date of the relevant statement.
- 6.2 If **you** do not pay off the full **credit card balance** shown on **your** statement by the first **payment date** after the date of the relevant statement, **we** will charge **you interest** at the **interest rate** on the **purchases** and **transactions** made during the **statement period** until it is paid in full.

- 6.3 If **you** pay in full the **credit card balance** shown on **your** current statement by the payment due date but did not pay in full the **credit card balance** shown on your previous statement by the payment due date, **we** will charge **interest** on each **purchase** or **transaction** shown on your previous statement until your payment clears onto **your** Account.
- 6.4 When **interest** is charged, it is calculated on a daily basis at the relevant monthly rate set out in the **agreement**.
- 6.5 **Interest** is charged from the date on which a **purchase** or **cash advance** (or other **transaction** or sum on which **interest** is payable) is charged to your **cahoot credit card account** until it is paid in full
- 6.6 **Interest** is charged on any **interest** or fees **you** owe at the same rate that applies to the category of transaction on which **interest** was charged.

7. Charges

- 7.1 Details of **our** current interest rates are available on **our** website (www.cahoot.com). Details of **our** charges are given in **our tariff**. On giving **you** notice under general condition 15 **we** may change the charges. **We** will notify **you** personally in writing at least 30 days' prior to a change in **our** day to day charges. **You** are free to close **your** account immediately without loss of **interest** or charge at any time during the notice period but **you** must repay any outstanding balance, **interest** or charges outstanding on **your cahoot credit card** account.

8. Repayments and changing the payment date

- 8.1 Each month **you** must pay by **Direct Debit** at least the minimum payment set out in **your** statement.
- 8.2 The minimum payment will be the greater of:
- £5 (or the full **credit card balance** if it is less than £5); or
 - 2.5% of the **credit card balance**.
- 8.3 **We** will collect the amount **you** tell **us** to collect and pay it into the **cahoot credit card** account on the **payment date**.
- 8.4 If at any time **you** wish to change the **payment date**, **you** should select this option from the **secure zone**.

9. Additional cards

- 9.1 **You** can ask **us** to issue an **additional credit card** on a **cahoot credit card** account to an **additional cardholder**.
- 9.2 An **additional cardholder** will not be responsible or liable for any purchases, cash advances, **interest**, fees, charges or other sums charged to **your cahoot credit card** account. **You** will be responsible for these.

- 9.3 **We** may remove an **additional cardholder's** right to use **your cahoot credit card** account. If **we** do so **you** will be responsible for cutting the **additional credit card** in half and returning it to **us**.

10. Early payment

- 10.1 **We** can require **you** to repay **your credit card balance** on demand at any time, but **we** will normally give **you** 30 days' prior notice.

11. Variation to your cahoot credit card conditions

- 11.1 **We** may remove, change or add to these conditions or to any details forming part of **your cahoot credit card agreement** with **us** for any of the reasons stated in general condition 20.1
- 11.2 If **we** give **you** notice to vary the conditions **you** have the right to close **your cahoot credit card** account and repay the outstanding balance and any **interest** payable at any time during the notice period **we** give **you** for removal change or addition.
- 11.3 The notice that **we** will give **you** will be at least 30 days' prior personal notice to **you** if the change if to **your** disadvantage or otherwise **we** will give **you** notice within 30 days following the change.

12. Ending the Agreement

Either of **us** can end this **agreement** by giving notice to the other. Unless there are exceptional circumstances **we** will give **you** 30 days' notice before **we** end the **agreement**. Once notice has been given **you** must continue to make all payments due under this **agreement** which will continue until **you** have repaid all amounts owed to **us** including those added to **your** account after the notice to end the **agreement** has been served.

cahoot flexible loan (not currently on sale)

1. Introduction

- 1.1 These conditions explain **our** obligations to **you** and **your** obligations to **us** in relation to the cahoot flexible loan. They must be read in conjunction with the **cahoot general terms and conditions**.

2. The cahoot flexible loan

- 2.1 **We** will notify **you** by **secure message** if **you** have been accepted for a cahoot flexible loan and, if so, when **you** may start to use the facility.
- 2.2 **You** are limited to holding one cahoot flexible loan.
- 2.3 If there is no **flexible loan balance** on **your** cahoot flexible loan for a continuous period of one year or more, **we** may close **your** cahoot flexible loan.

3. **Withdrawals, repayments and the balance on your cahoot flexible loan**
- 3.1 We will collect the amount you tell us you want to repay by **Direct Debit** (subject to the monthly minimum amount) and pay it into the cahoot flexible loan on the **payment date**. If you owe any sums under any **agreements** which you have with us, we shall decide which of **your** accounts to credit with the payment.
- 3.2 A **Direct Debit** must be in place to pay at least the minimum payment each month on or before the **payment date**.
- 3.3 The minimum payment will be the greater of:
- £50 (or the full **flexible loan balance** if it is less than £50); or
 - 2.5% of the **flexible loan balance**.
- 3.4 a. If at any time you wish to change the payment date or change the amount of your monthly payment, you can do so by giving us instructions by telephone. You must give us instructions at least 15 working days prior to the payment date otherwise we will carry out your instructions with effect from the payment date in the following month.
- b. We will send you statements relating to your cahoot flexible loan by post.
- 3.5 You may pay off the entire **flexible loan balance** at any time by amending the amount of your **Direct Debit** or by transferring the funds electronically. You can request a settlement figure at anytime.
- 3.6 Additional repayments into your cahoot flexible loan can be made by **standing order**, **Direct Debit** and other electronic funds transfers.
- 3.7 Automated repayments paid into your cahoot flexible loan will normally be credited at the beginning of the **working day** that they are due.
4. **Interest**
- 4.1 We will charge you interest at the interest rate on any outstanding amount until it is paid off in full.
- 4.2 Interest is calculated on a daily basis. Interest will be debited to the cahoot flexible loan monthly.
5. **Charges**
- 5.1 Details of our current interest rates are available on our website (www.cahoot.com). Details of our charges are given in our tariff (general condition 29). We may vary our charges and introduce new ones from time to time, in which case we will give you notice in accordance with general condition 15.
6. **Early repayment**
- 6.1 We can require you to repay your cahoot flexible loan balance at any time, but we will normally give you 30 days' notice.

7. Personal Agreement

- 7.1 If we do enter into this agreement with you, it is personal to you and it may not be transferred by you or mortgaged, charged or used as security by you in any way.

8. Variation of your flexible loan conditions

- 8.1 We may remove, change or add to these conditions or to any details forming part of your cahoot flexible loan agreement with us for any of the reasons stated in general condition 20.1.
- 8.2 If we give you notice to vary the conditions you have the right to close your cahoot flexible loan account and repay the outstanding balance and any interest payable at any time during the notice period we give you for removal change or addition.
- 8.3 The notice that we will give you will be at least 30 days' prior personal notice to you if the change is to your disadvantage or otherwise we will give you notice within 30 days following the change.

9. Ending the Agreement

Either of us can end this agreement by giving notice to the other. Unless there are exceptional circumstances we will give you 30 days' notice before we end the agreement. Once notice has been given you must continue to make all payments due under this agreement which will continue until you have repaid all amounts owed to us including those added to your account after the notice to end the agreement has been served.

cahoot fixed rate loan (not currently on sale)

1. Introduction

- 1.1 These conditions explain our obligations to you and your obligations to us in relation to the cahoot fixed rate loan. They must be read in conjunction with the cahoot general terms and conditions.

2. The cahoot fixed rate loan

- 2.1 We will notify you by secure message if you have been accepted for a cahoot fixed rate loan and, if so, when your account is open.

3. Definitions

- 3.1 **Payment date** means the date commencing one month after the date your account is opened and the same date in each successive month. The first interest period commences on the date your cahoot fixed rate loan is opened and ends on the day before the first payment date. The second and subsequent interest period commence on the payment date and end on the day before the next payment date. For example, if your payment date is 10 January the interest period will commence on the 10 January and end on the 9 February.

4. Your payments

- 4.1 You agree to pay us the monthly instalments under your **cahoot fixed rate loan** on the **payment date** until all instalments and any outstanding capital and **interest** are repaid to us.
- 4.2 If you are experiencing financial difficulty please call our financial helpline number on **0845 6070004** at the earliest opportunity, in order that we can try to provide you with help.

5. Default

- 5.1 If we issue a default notice in accordance with the Consumer Credit Act 1974, and you fail to comply with that notice all amounts outstanding under the **agreement** will be payable on demand if:
- You fail to comply with your obligations, for example, to make payments on the **payment date**;
 - You become bankrupt, or have an application made to the court for an interim order for a voluntary arrangement in relation to your affairs, or make an arrangement or composition with your creditors; or
 - You have given inaccurate, incomplete or untrue information to us in connection with the **agreement**.
- 5.2 If you are late in making a monthly instalment, or your **Direct Debit** fails, we may try to collect the monthly instalment again by **Direct Debit** within seven days of the **payment date**. If you are late in paying any monthly instalment, or part of it, we will charge you a late payment fee for each monthly instalment, or part of it, which is late.

6. Default charges

- 6.1 We may charge you a reasonable fee for any administrative costs incurred by us as a result of any breach of this **agreement** by you, such fee being a reasonable estimate of our administrative costs incurred. Any administrative fee charged by us will become due and payable immediately. Details of our charges are given in our **tariff** (general condition 29). We may vary our charges and introduce new ones from time to time, in which case we will give you notice in accordance with general condition 15.

7. Application of payments

- 7.1 If any payment received by us is less than is needed to cover the monthly instalment due from you under this **agreement** and any sums due from you under any other agreements which you have with us, we shall decide which of your accounts to credit with the payment.

8. Method of Payment

- 8.1 You must pay your monthly instalments on the **payment date** by **Direct Debit**.

9. Settlement of Existing accounts

- 9.1 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 let you have any balance left over.

10. Your Monthly instalments

- 10.1 Your monthly instalments are made up partly of capital and partly of **interest**. During each **interest period** we charge 30 days' **interest** at the **interest rate** on the amount outstanding at the end of the previous **interest period**.

11. Early settlement

- 11.1 If you pay off your loan(s) before your **cahoot fixed rate loan** is due to end, you will be required to pay the outstanding balance including **interest** up to and including the settlement date determined by the Consumer Credit Act 1974. On your request, we will tell you the amount required to pay off your **cahoot fixed rate loan**. You must pay the amount required by **Direct Debit**.

12. Personal Agreement

- 12.1 If we do enter into this **agreement** with you, it is personal to you and it may not be transferred by you or mortgaged, charged or used as security by you in any way.

13. Ending the Agreement

Either of us can end this **agreement** by giving notice to the other. Unless there are exceptional circumstances we will give you 30 days' notice before we end the **agreement**. Once notice has been given you must continue to make all payments due under this **agreement** which will continue until you have repaid all amounts owed to us including those added to your account after the notice to end the **agreement** has been served.

cahoot 2 year fixed rate bond (Issue 1) (not currently on sale)

1. Introduction

- 1.1 These **special conditions** give you important information and form part of the terms and conditions of the cahoot 2 year fixed rate bond. They must be read in conjunction with the cahoot general terms and conditions. When you make a **deposit** into the above cahoot 2 year fixed rate bond, you agree to the general terms and conditions and these **special conditions** and understand that they form a binding contract between you and us.

2. General Conditions

- 2.1 The 2 year fixed rate bond account is a limited offer and can be withdrawn at any time.
- 2.2 Any accounts that are not funded at the time the 2 year fixed rate bond becomes oversubscribed, may be closed.
- 2.3 Applications subject to acceptance by **us** may be refused if the 2 year fixed rate bond becomes oversubscribed.

3. Investment and Account Opening Details

- 3.1 The minimum investment amount is £30,000 and the maximum investment amount is £2,000,000 (£2 million).
- 3.2 Joint **applications** are permitted on the cahoot 2 year fixed rate bond.
- 3.3 Only one cahoot 2 year fixed rate bond can be held by the applicant(s) at any time.

4. Term of investment

- 4.1 The term of the bond is approximately two years that will mature on 30 April 2011.

5. Interest

Interest	Interest will accrue daily on the deposit, up to and including the maturity date
Date on which interest is payable	Annually on 30 April until maturity
Post maturity	Upon maturity the cahoot 2 year fixed rate bond and all its funds including interest will transfer to a variable rate cahoot savings account. This will be an annual interest account.

6. Deposits, Withdrawals and Closures

6.1 Deposits

Deposits into the account must be from funds not previously held within the Santander Group.

After the initial **deposit** has been made into the cahoot 2 year fixed rate bond no further deposits will be allowed.

If any further deposits are made into the cahoot 2 year fixed rate bond **we** will contact **you** and transfer this additional **deposit** to either an existing **cahoot savings account** that **you** have or open a new **cahoot savings account** for **you**.

6.2 Withdrawals

No withdrawals are allowed from the cahoot 2 year fixed rate bond during the agreed term which ends on 30 April 2011.

If **you** do require access to **your** funds prior to the **maturity date**, **you** may close **your** account in accordance with condition 6.3 below.

6.3 Closure

a. **Interest** rates are calculated assuming **you** will leave **your** money untouched for an agreed term. There is therefore a charge related to the amount of money in **your** account when the account is closed before the **maturity date**.

The charge for early closure is equivalent to 120 days' net **interest** on the amount in **your** cahoot 2 year fixed rate bond. If the Bond has not been open for 120 days, the charge will be applied for the number of days it has been open.

For example if **your** account was open for 150 days and **you** close with a balance of £40,000 **you** will be charged 120 days' net **interest** on £40,000;

- b. Six working days notice is required to close the cahoot 2 year fixed rate bond account if **you** are closing the account prior to the **maturity date**. Notice to close the account will not avoid the charge as stated above;
- c. If **you** change **your** mind within 14 days of **your** opening the cahoot 2 year fixed rate bond account and wish to close it, **you** may close it during this period without incurring the charge stated above;
- d. There is no charge applied where early closure is due to the cahoot 2 year fixed rate bond holder's death; and
- e. **We** may close **your** account if **you** do not **deposit** the minimum investment funds in to the account after opening the 2 year bond.

cahoot fixed rate bond (not currently on sale)

1. Introduction

- 1.1 These **special conditions** give **you** important information and form part of the terms and conditions of the cahoot fixed rate bond. They must be read in conjunction with the cahoot general terms and conditions. When **you** make a **deposit** into the above cahoot fixed rate bond, **you** agree to the general terms and conditions and these **special conditions** and understand that they form a binding contract between **you** and **us**.

2. General Conditions

- 2.1 The fixed rate bond account is a limited offer and can be withdrawn at any time.
- 2.2 Any accounts that are not funded at the time the fixed rate bond becomes oversubscribed may be closed.
- 2.3 **Applications** subject to acceptance by **us** may be refused if the fixed rate bond becomes oversubscribed.

3. Investment and Account Opening Details

- 3.1 The minimum investment amount is £1 and the maximum investment amount is £2,000,000 (£2 million).
- 3.2 Joint **applications** are permitted on the cahoot fixed rate bond.
- 3.3 Only one cahoot fixed rate bond can be held by the applicant(s) at any time.

4. Term of investment

- 4.1 The term of the Bond is approximately 18 months that will mature on 1 February 2011.

5. Interest

Interest	Interest will accrue daily on the deposit, up to and including the maturity date
Date on which interest is payable	Annually on 1 February until maturity
Post maturity	Upon maturity the cahoot fixed rate bond and all its funds including interest will transfer to the cahoot standard savings account. This will be an annual interest account.

6. Deposits, Withdrawals and Closures

6.1 Deposits

After the initial **deposit** has been made into the cahoot fixed rate bond no further deposits will be allowed.

If any further deposits are made into the cahoot fixed rate bond **we** will contact **you** and transfer this additional **deposit** to either an existing **cahoot savings account** that **you** have or open a new **cahoot savings account** for **you**.

6.2 Withdrawals

No withdrawals are allowed from the cahoot fixed rate bond during the agreed term which ends on 1 February 2011.

6.3 Closure

- a. **Interest** rates are calculated assuming **you** will leave **your** money untouched for an agreed term. There is therefore a charge related to the amount of money in **your** account when the account is closed before the **maturity date**.

The charge for early closure is equivalent to 90 days' net **interest** on the amount in **your** cahoot fixed rate bond. If the Bond has not been open for 90 days, the charge will be applied for the number of days it has been open.

For example if **your** account was open for 60 days and **you** close with a balance of £40,000 **you** will be charged 60 days' net **interest** on £40,000;

- b. Six working days' notice is required to close the cahoot fixed rate bond account if **you** are closing the account prior to the **maturity date**. Notice to close the account will not avoid the charge as stated above;
- c. If **you** change **your** mind within 14 days of **your** opening the cahoot fixed rate bond account and wish to close it, **you** may close it during this period without incurring the charge stated above; and
- d. There is no charge applied where early closure is due to the cahoot fixed rate bond holder's death.

cahoot 2 year fixed rate bond (Issue 2) (not currently on sale)

1. Introduction

- 1.1 These **special conditions** give **you** important information and form part of the terms and conditions of the **cahoot 2 year fixed rate bond** (Issue 2). They must be read in conjunction with the **cahoot** general terms and conditions. When **you** make a **deposit** into the above cahoot 2 year fixed rate bond (Issue 2), **you** agree to the general terms and conditions and these **special conditions** and understand that they form a binding contract between **you** and **us**.

2. General Conditions

- 2.1 The 2 year fixed rate bond (Issue 2) account is a limited offer and can be withdrawn at any time.
- 2.2 Any accounts that are not funded at the time the 2 year fixed rate bond (Issue 2) becomes oversubscribed, may be closed.
- 2.3 **Applications** subject to acceptance by **us** may be refused if the 2 year fixed rate bond (Issue 2) becomes oversubscribed.

3. Investment and Account Opening Details

- 3.1 The minimum investment amount is £10,000 and the maximum investment amount is £2,000,000 (£2 million).
- 3.2 Joint **applications** are permitted on the **cahoot 2 year fixed rate bond** (Issue 2).
- 3.3 Only one **cahoot 2 year fixed rate bond** (Issue 2) can be held by the applicant(s) **at any time**.

4. Term of investment

- 4.1 The term of the bond is approximately two years that will mature on 1 November 2011.

5. Interest

Interest	Interest will accrue daily on the deposit, up to and including the maturity date
Date on which interest is payable	Annually on 1 November until maturity
Post maturity	Upon maturity the cahoot 2 year fixed rate bond (Issue 2) and all its funds including interest will transfer to a variable rate cahoot savings account. This will be an annual interest account.

6. Deposits, Withdrawals and Closures

6.1 Deposits

After the initial **deposit** has been made into the **cahoot 2 year fixed rate bond** (Issue 2) no further deposits will be allowed.

If any further deposits are made into the **cahoot 2 year fixed rate bond** (Issue 2) we will contact **you** and transfer this additional **deposit** to either an existing **cahoot savings account** that **you** have or open a new **cahoot savings account** for **you**.

6.2 Withdrawals

No withdrawals are allowed from the **cahoot 2 year fixed rate bond** (Issue 2) during the agreed term which ends on 1 November 2011.

If you do require access to **your** funds prior to the maturity date, **you** may close **your** account in accordance with condition 6.3 below.

6.3 Closure

a. **Interest** rates are calculated assuming **you** will leave **your** money untouched for an agreed term. There is therefore a charge related to the amount of money in **your** account when the account is closed before the **maturity date**.

The charge for early closure is equivalent to 120 days' net **interest** on the amount in **your cahoot 2 year fixed rate bond** (Issue 2). If the bond has not been open for 120 days, the charge will be applied for the number of days it has been open.

For example if **your** account was open for 150 days and **you** close with a balance of £40,000 **you** will be charged 120 days' net **interest** on £40,000.

- b. Six **working days** notice is required to close the **cahoot 2 year fixed rate bond** (Issue 2) account if **you** are closing the account prior to the **maturity date**. Notice to close the account will not avoid the charge as stated above.
- c. If **you** change **your** mind within 14 days of **you** opening the **cahoot 2 year fixed rate bond** (Issue 2) account and wish to close it, **you** may close it during this period without incurring the charge stated above.
- d. There is no charge applied where early closure is due to the **cahoot 2 year fixed rate bond** (Issue 2) holder's death.
- e. We may close your account if **you** do not **deposit** the minimum investment funds in to the account after opening the 2 year bond (Issue 2).

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