

Credit Card Agreement regulated by the Consumer Credit Act 1974

Sign and return

In this credit card agreement:

“Tandem”, “us” or “we” means: Tandem Bank Limited, 123 Pentonville Road, London, N1 9LG, UK

“You” or “your” means:

This agreement will be executed when you sign it.

1. Card basics

Your credit limit	Your credit limit will be determined by us from time to time under this agreement and we'll notify you of it. We'll tell you what it is when we open your account. We may increase or reduce the credit limit from time to time. If we do, we will tell you the new limit in writing and give you at least 30 days' notice of any increase. You may notify us that you do not want us to increase your credit limit or ask us to change your credit limit by calling us on 0203 370 0970 .
Contactless payments	You can use your card for contactless payments up to £30 each. This limit is set by Mastercard and may change.

2. How much it costs to use your card

Annual Percentage Rate (APR) and total amount payable	<p>The APR is 18.9% to 24.9% (variable).</p> <p>The interest rate when you buy something, and when you withdraw cash, is 18.9% to 24.9% per year (variable).</p>
If you were to:	<ul style="list-style-type: none">• buy something for £1,200.00 with an APR of 18.9% immediately when your account is opened• pay for it over 12 months with equal payments• pay the interest you build up alongside your monthly payments <p>... then the total amount you would pay back is £1,316.66.</p> <p>This assumes that the interest rates and charges don't change.</p>

Interest rates and other charges	How you use your card	Annual interest rate (variable)	Charge
	Card purchases	18.9% to 24.9% per year	n/a
	Cash advances in the UK	18.9% to 24.9% per year	2.5% ...but we'll charge a minimum of £2.50 each time
	Transactions in a foreign currency	This will be the current standard rate or any promotional rate that we're offering on this kind of transaction at the time you make it	n/a

Card purchases This covers anything you buy with your credit card; for example, in a shop, restaurant or online.

Cash advances This covers any cash you withdraw using your credit card, including:

- From a cash machine
- Buying foreign currency or traveller's cheques.
- Gambling transactions.

You can withdraw up to 30% of your credit limit, and not more than £500 per day. However, please remember that taking out cash using a credit card is expensive compared with taking it out of a current account.

Transactions in a foreign currency This covers card purchases or cash advances that you make in any currency other than sterling.

Our fees if you pay late or don't stick to our agreement If you miss a payment, or if there's a problem with collecting your payment, we may charge one or more of the fees below.

These fees are based on our operational costs when these problems happen.

We'll ask you to pay these fees on your statement. You'll see them as part of the outstanding balance on your statement.

If we need to apply a fee, we'll send you a notice in your next statement confirming this.

Type of fee	Amount of fee
Late payment	£12
We may charge this if:	
<ul style="list-style-type: none"> • Your minimum payment doesn't reach us and clear by the payment date given on your statement. • You've paid less than the minimum payment amount we've asked for. 	
Returned Direct Debit	£12
We may charge this if your Direct Debit doesn't go through when there's not enough money in your account.	

How we charge interest and fees

If you pay your balance in full by the payment date:

- We won't charge interest on purchases you made with your card.
- We'll still charge interest on cash advances from when they were added to your account until you pay them in full.

If you don't pay your balance in full by the payment date, we'll charge interest from the date the transactions were added to your account until you pay them in full.

We'll add the interest to your account on your statement date each month. The interest will form part of your outstanding balance.

If you don't pay your balance in full, we'll charge interest on your interest – this is known as compound interest.

The interest we charge on fees and unpaid interest

We charge interest on fees for cash advances in the UK at the standard rate for cash advances. We charge interest on any unpaid interest at the rate that applied to that type of transaction.

For example, if the original interest was on a purchase, we'll charge interest on the interest at our standard rate for purchases.

If we've charged a fee for paying late or not sticking to this agreement, we'll start charging interest on this fee from the 30th day after the fee was charged until you've paid off the fee in full. We won't charge interest on top of this interest.

Promotional rates

If we offer you a promotional rate, we'll let you know the details of it at the time. If you use the promotion, we'll show this on your statement.

3. Using your card in a foreign currency

What happens when you use your card in a foreign currency

If you use your card or get a refund in a foreign currency, this is what happens:

- Mastercard convert all transactions and refunds from a foreign currency to pounds sterling at their exchange rate on the day the transaction is settled.
 - You can find their exchange rates at [mastercard.com/global/currencyconversion](https://www.mastercard.com/global/currencyconversion).
 - We use Mastercard's currency exchange rate with no additional mark up.
 - Exchange rates change daily, so the rate Mastercard use may be different from the rate on the day you make your transaction, because it might not be processed on the same day.
 - The exchange rate used will appear on your statement.
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4. Paying your statement

Frequency

We'll send you a statement each month you used your card or have an outstanding balance. On it you'll see your total balance owed and the transactions of that statement month including any interest and fees. It'll also show you the minimum payment required within 25 days of the statement date.

Your minimum payment

You must pay at least the minimum payment each month.

The minimum payment must reach your account by the payment date shown on your statement.

If you receive a refund after your statement date, but before your payment date, you must still make the minimum payment.

Your minimum payment is the higher amount of:

- The interest and any fees, plus 1% of the remaining balance
- £5 (or the whole balance if it is less than £5).

You can pay us more than the minimum payment if you want to and you can repay everything you owe us under this agreement at any time.

How long it takes for payments to reach us	It can take up to seven working days for the money to reach us, depending on how you pay.
Cancelling your payments	If you pay with a Direct Debit and want to cancel future payments, you must let us know no later than ten working days before the payment is due.
Other amounts we can ask for	If there's an amount that's overdue, or if you've gone over your credit limit, we can ask you to pay this at any time.
The currency you can use to pay	All payments you make to us must be in pounds sterling.

5. How we allocate your payments

We'll always use your payments to pay off:	<ul style="list-style-type: none"> • Balances with higher interest rates before those with lower rates • Existing balances before new transactions that haven't yet appeared on your statement
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6. Your right to cancel

How you exercise your right to cancel	<p>You may cancel this agreement without giving a reason within 14 days beginning the day after the day we write to you to confirm your credit card has been set up.</p> <p>If you cancel this agreement you must pay the balance on your account with any interest within 30 days from the date of cancellation. If you do not do this, we may recover it as a debt through the courts.</p> <p>You can exercise your right to cancel by contacting us on 0203 370 0970.</p>
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7. Additional cardholders

You can ask for additional cards and PINs for your family	<p>There are a few things to note:</p> <ul style="list-style-type: none"> • These cards and PINs are part of your account and you must make sure additional cardholders keep to this agreement. • The additional cardholders will need to meet our rules for who can apply for a card; for example, they need to be over 18 and live at the same address as you. • You must pay for any transactions they make on the card, even if they breach this agreement. • We may give information about your account to any additional cardholder in relation to their own transactions.
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8. Disputes and refunds

When we will give you a refund	<p>We'll give you a refund for a transaction and any interest and associated fees charged if:</p> <ul style="list-style-type: none"> • We receive refund details from the supplier you bought goods or services from. • You, or an additional cardholder, didn't authorise the transaction. • We're able to claim a refund for you through the card scheme.
Disputing a transaction	<p>If you dispute a transaction and we find that you didn't authorise it, your account will be credited for that transaction amount.</p> <p>To be able to carry out an investigation, you'll be asked to provide us information within a timeframe. We'll tell you what to provide at the time.</p> <p>If we refund the transaction but find that you authorised it, we reserve the right to re-debit your account.</p> <p>If you dispute a pre-authorised transaction, you must tell us as soon as possible.</p>

Claiming against the supplier or us

If you used your card to buy goods or services that weren't fully supplied or were unsatisfactory, you may have a claim against the supplier and us.

This applies to individual items that cost between £100 and £30,000.

9. Keeping you and your card safe

Keeping your details secure

You must not let anyone else use your card, nor share your PIN or card details with anyone. If you do so, we won't be legally responsible for any losses you suffer.

Lost or stolen cards

If your card or card details are lost or stolen, or you think someone knows your details, you should tell us immediately on **0203 370 0970**.

You'll need to tell us all the information you have about the loss, theft or misuse of your card. We may ask you to report the matter to the police, or we may give information to the police about it.

If your card is misused

You won't be liable for any transactions not made by you or any additional cardholder, unless:

- Someone is using the card or card details with your, or an additional cardholder's, permission.
- You, or an additional cardholder, fail to keep your security details secure

If you find a card that you have previously reported lost or stolen, do not try to use it. Please destroy it securely.

Restrictions on using your card

You, and any additional cardholder, must not use your card or card details:

- For an illegal purpose.
 - After the expiry date shown on the card.
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If we suspect fraud or misuse

Occasionally we may prevent or limit the use of your card or card details, or refuse to issue a replacement card.

We may do this when:

- A card is lost or stolen, or we suspect unauthorised or illegal use
- We have good reason to think you may not be able to repay us
- The transaction stands out to us as unusual compared to your normal spending habits
- The transaction exceeds your credit limit
- We reasonably believe the transaction would damage our reputation or breach a legal or regulatory requirement

We'll make checks if we suspect fraud or misuse. If we decide not to carry out a transaction, the supplier or we will tell you.

If possible, we'll explain why we made the decision and let you know whether you can do anything to solve the problem.

If you can't use your card

We can't guarantee that you'll always be able to use your card or card details. We aren't legally responsible for any loss if a card can't be used due to circumstances that we can't control.

10. Missed payments

If you miss a payment

If you fail to make the minimum payment in full on its due date, you'll have to pay the missed payment fee of £12.00 each time you fail to make the minimum payment.

We will record the details with a credit reference agency which may negatively impact your credit score and may make it more difficult or more expensive for you to borrow in future.

We may use funds in other accounts you have with us to reduce or repay the amount of the missed payment or any other outstanding balances. This is called a right of set-off.

If we're unable to resolve the matter, we may give you a default notice explaining the situation and giving you at least 14 days to try and correct it. If you don't make the payment within the time we give you, we can ask you to pay back the whole balance, all interest, fees and other sums payable under this agreement immediately, or we might sell your debt, and the buyer may follow similar processes.

We could take legal action against you to secure repayment and the court could order you to pay the debt directly from your wages and you might have to pay our legal costs as well. Alternatively, the debt and our costs may be secured against any property that you own.

If you have difficulties making payments, please contact us on **0203 370 0970**.

11. If you give us incorrect information

What we will do if you give us incorrect information

If any information you've given us (either when you applied for the credit card or during the duration of this agreement) proves to be inaccurate or incomplete, we may give you a default notice. This will explain the default and give you at least 14 days to try and correct it. If the problem continues, we can ask you to pay back any outstanding balance, all interest, fees and other sums payable under this agreement immediately.

12. Transferring this agreement

What happens if we transfer this agreement

We can transfer any of our rights and duties under this agreement to another person. We'll only do this if we reasonably believe they will treat you the same way we do. Before we do this, we may give them and their advisers personal information about you to help them prepare for a possible transfer.

We may also allow them to use your personal information after the transfer in the same way that we can. By personal information, we mean any personal details you and others have given us, and what we learn about you from running your accounts.

When we refer to we, us, or Tandem in this agreement, this will also mean anyone we transfer our rights or duties to. We may also arrange for any other person to carry out our rights or duties under this agreement. This will not affect your rights under this agreement or your legal rights.

You may not transfer the benefit of this agreement to anyone else.

13. Changes to this agreement

Letting you know about changes

We'll give you 30 days' notice of any changes before they take effect, including credit limit increases. However, if a change benefits you, we may make it immediately.

If you are unhappy with any change, you can close your account as set out in clause 14. If you do not do so, you will be deemed to have accepted the changes.

Why might we change this agreement	<p>We may change the rates and fees, introduce new rates and fees or update this agreement at any time because of:</p> <ul style="list-style-type: none"> • The cost of providing the card and our services. • Changes to laws, regulations, regulatory guidance, banking practices or other external factors that it is reasonable for us to take into account. • The need to operate our business profitably and soundly. • The need to reflect changes in technology or the functionality of your account. • The need to introduce new facilities and services. • Our assessment of your credit risk in the future. <p>We may also change this agreement to correct any mistakes or to make this agreement fairer or clearer.</p> <p>We may make other changes as long as it is reasonable for us to do so and we explain the reason to you.</p>
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14. Termination

Why we might end this agreement	<p>If we need to end this agreement we'll give you 30 days' notice. However, as long as we comply with our legal requirements, we may end this agreement immediately. We might do this if:</p> <ul style="list-style-type: none"> • You don't keep to this agreement. • We believe, as a responsible lender, it is necessary to end this agreement. • A bankruptcy order is made against you. • You apply for a debt relief order to make a voluntary arrangement with your creditor. • You die.
When this agreement ends	<p>We'll close the account once we receive payment in full. You must repay the following:</p> <ul style="list-style-type: none"> • All outstanding amounts • Any amounts that become due • Interest to the date of payment • Any fees
If you want to end this agreement	<p>This agreement has no fixed term. You can end it at any time by calling or writing to us. You don't need to give any reason for ending it.</p>
Enforcement	<p>If you don't keep to this agreement but we decide not to take action at the time, it doesn't stop us from taking action in the future.</p>

15. Statements and other things

Your statements	<p>We'll provide statements showing movements (if any) on your account, and interest and fees due each month.</p> <p>You can also request a free statement with this information at any time by calling us.</p> <p>You are responsible for checking your statement. You must tell us immediately if you:</p> <ul style="list-style-type: none"> • Don't receive a statement. • Think something is wrong on your statement.
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If your details change	<p>If any of the following details change, to avoid any problems you must tell us as soon as possible:</p> <ul style="list-style-type: none">• Your name• Your home address• Your email address• Your bank account details used for a Direct Debit Instruction• Your mobile phone registered with us
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Notices	We can send notices or communications to you by post or email, using the latest contact details and preferences you've given us.
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Confidentiality and Data protection	Your privacy is important to us and the information you give us online and offline is treated confidentially, in line with the data protection law. Where necessary, and to help us improve our product or service delivery, we may share your information with parties outside of Tandem. There are details on the Data Protection Statement explaining how we obtain, use and keep your information safe. We'll provide you with a copy of the Data Protection Statement when you open your account.
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16. If things go wrong

If you have a complaint	Call us on 0203 3770 0970 if something's concerning you or to make a complaint and we'll try to work it out with you.
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If you have a complaint and aren't satisfied with how we deal with it or it's been over 8 weeks since you raised it, you can refer your complaint to the Financial Ombudsman Service. There are details of how to do this at www.financial-ombudsman.org.uk but we'll also give you these details at the time.

Our supervisory authority	We are supervised by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS. Our reference number is 204479. You can confirm our registration on the FCA's website (www.fca.org.uk).
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Governing law	If your address is in Scotland, Scots Law applies. If you live elsewhere in the UK, English Law applies.
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If your card is lost or stolen, we can sort it out 24/7.

Otherwise, we're here to help Monday to Friday from 8am-8pm, except Bank Holidays. Your call will be recorded for training and quality purposes.

If you need an alternative format, please call 0203 370 0970

Tandem Bank Limited is a company registered in England and Wales (company registration number 00955491) with its registered office address at 123 Pentonville Road, London, N1 9LG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 204479.