

General terms and Conditions – Loans

Our commitment to you

We are committed to acting fairly and reasonably in all our dealings with you and endeavour to offer a high level of service. We want our business relationship with you to be entirely open and honest and to your complete satisfaction.

The purpose of this document is to provide you with the general terms and conditions applicable to the Loan.

Please contact a member of our staff if you need clarification of any of these Terms and conditions.

1. Overall Loan Provisions

1.1 Meanings

Certain words used in the Offer Letter and these terms and conditions have the meanings given below:

Agreement

means the Agreement you enter with us which is made up of:

- a) these Terms and Conditions; and
- b) the Offer Letter; and
- c) the Security.

Application Form

means the form(s) you fill in to apply for the Loan;

Association

means an organisation operating on a not for profit basis which is not a Charity;

Charity or Charities

means any one or more body of persons or trust or incorporated body having charitable status;

Disruption Event

means either or both of:

- a) an event (not caused by, and outside the control of, either party) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable either payment to be made or transactions to be carried out under the Agreement; or
- b) any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and which prevents either or both parties from (i) performing its payment obligations under the Agreement, or (ii) communicating under the terms of the Agreement.

GAAP

means generally accepted accounting principles in the United Kingdom;

Increased Costs

means any:

- a) reduction in the rate of return from the Loan or on the Bank's (or any of its group companies) overall capital;
- b) additional or increased cost; or
- c) reduction of any amount due and payable under any Security, which is incurred or suffered by the Bank or any of its group companies that are attributable to the Bank having entered into the Loan or funding or performing its obligations under the Offer or any Security.

Loan

means an unsecured loan or secured loan (as the case may be) made by the Bank to you under the Agreement or the principal amount outstanding for the time being of that loan;

Offer

means the offer of loan facilities as set out in the Offer Letter;

Offer Letter

means the letter of offer setting out certain details of the Loan as may be amended and varied from time to time;

Security

means a charge by way of a legal mortgage over the Property referred to in the Offer Letter;

Terms and Conditions

means these General Terms and Conditions – Loans as amended or varied from time to time;

You or Your

means the person who countersigns an Offer Letter;

We, our, us or the Bank

means Kingdom Bank Limited whose registered office is the address set out below.

Event of Default

as defined in the facility letter

1.2 Interpretation

In the Agreement:

- a) clause headings shall not affect the interpretation of the Agreement;
- b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- c) a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
- d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- e) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- f) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and the Agreement shall be binding on, and ensure to the benefit of, the parties to the Agreement and their respective personal representatives, successors, permitted assigns and permitted transferees;
- g) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- h) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- i) a reference to a time of day is to London time;
- j) a reference to **writing** or **written** includes fax and email;

k) an obligation on a party not to do something includes an obligation not to allow that thing to be done;

l) a reference to the Agreement and/or Security (or any provision of it) or any other agreement or document referred to in the Agreement and/or Security is a reference to such Agreement or Security, that provision or such other agreement or document as amended, varied, extended or amended and restated (in each case, other than in breach of the provisions of the Agreement) from time to time;

m) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;

o) a reference to a **certified copy** of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;

p) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived;

q) a reference to **determines** or determined means, unless the contrary is indicated a determination made at the discretion of the person making it;

r) a reference to a **disposal** of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);

s) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and

t) any accounting terms that are not specifically defined in the Agreement shall be construed in accordance with GAAP.

1.3 Changes to Terms and Conditions

Change to these Terms and Conditions (except where we have specifically stated otherwise) shall take effect as follows:

a) We may change these Terms and Conditions and any other conditions applying to a particular Loan at any time. Changes may include the removal of or amendment to conditions or the inclusion of new conditions, and may be made if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to give extra benefit (including making terms and conditions easier to understand);
- to take account of changes required by law or regulation, decisions of an ombudsman, regulator or similar person, or any code of practice with which we intend to comply;
- to correct errors; or
- to reflect any changes in our ownership.

b) We may also change these Terms and Conditions and any other conditions that apply to a Loan for any other valid reason where we reasonably believe change is appropriate.

c) Subject to clause 1.3 d) below a change which in our reasonable opinion improves a service, or provides for additional services, or which otherwise benefits you or does not materially alter the nature of our Agreement with you, may be introduced with immediate effect and without notice. We will tell you about the change within 30 days by letter or other personal notice.

d) Except for interest rate changes any change which, in our reasonable opinion, materially alters the nature of our Agreement with you will not take effect unless we give you at least 30 days' advance notice in writing or in person.

1.4 Privacy Notice

a) At Kingdom Bank we take your privacy very seriously and as data controller have appointed a Data Protection Officer who can be contacted at; DPO@kingdom.bank or Kingdom Bank Ltd, Ruddington Fields Business Park, Mere Way, Ruddington, Nottingham NG11 6JS.

b) You have or will provide personal information to receive details of our products and services, or those arranged by us with other suppliers, such as insurance companies or as part of a contract with us. We will only use this information for these purposes and never pass your personal details to any other companies.

c) Kingdom Bank utilise the services of Credit Reference Agencies (CRA's) and the use of such services include credit reports, money laundering checks, ID checks and validation type services for example tracing. Please see the following links for more information from our current service providers: <https://www.transunion.co.uk> & <http://www.smartsearchuk.com/privacy-policy>.

d) Other Products and Services
From time to time we would like to tell you about our other products and services and those arranged by us with other suppliers such as insurance companies.

Any personal Information you provide in the process of enquiring/ arranging any of our other products and services is provided in the strictest confidence. We will only use this for the purposes specified in your enquiry and we will never pass your personal details to these third parties or any other companies for any other reason.

e) Data is categorised Personal data and Sensitive personal data (also known as 'Special Category Data'), definitions of which can be viewed at: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/>.

f) In relation to the data we hold, you have the rights to: obtain a copy; rectify any mistakes; request erasure; restrict processing; request data portability; object to processing and automated decision making or profiling.

g) You may request us to stop sending you information at any time but we will keep you on our mailing list until you request this or until you cease your contract with us. The other circumstance where your personal data may be held is where there is a lawful basis to do so.

h) Please note that all telephone conversations are recorded for monitoring and regulatory purposes.

1.5 Illegality

a) The Bank may require you to prepay the Loan, if:

- any law or regulation is introduced or changed, or there is any change in the way any court or regulatory authority interprets or applies any law or regulation which;
 - complying with any direction, request or requirement (whether or not having the force of law) of any monetary agency, central bank, or governmental or regulatory authority; or
 - any judgment, order or direction of any court, tribunal or authority binding on the Bank;
- makes it unlawful for the Bank to make any Loan, or allow any Loan to remain outstanding or fund or maintain any commitment, or allow any commitment to remain outstanding.

b) To require prepayment under clause (a) above, the Bank shall give notice to you demanding prepayment and giving the date for that prepayment. The date for prepayment shall be:

- the next date for the repayment of any amount of the Loan; or
- if earlier, the date the Bank certifies to be the last date for payment under any law, regulation, direction, request, requirement, judgment or order specified in clause (a) above.

c) You shall prepay the Loan as set out in the notice, together with accrued interest on those Loans and all other sums payable under the Agreement.

d) The Bank's obligations to make Loans shall terminate on it giving notice under clause (b) above, and its commitment shall be automatically cancelled on that date.

1.6 Increased costs

a) Subject to a clause 1.6(d) within three days of a demand by the Bank you shall pay the Bank the amount of any Increased Costs incurred by the Bank or any of its group companies as a result of:

- the introduction of, or any change in (or in the interpretation, administration or application of), any law or regulation by any governmental or regulatory authority; or
- compliance with any law or regulation made after the date of this Agreement.

b) If the Bank intends to make a claim under clause 1.6(a) it shall notify you of the event that will cause that claim.

c) As soon as practicable after a demand by you, the Bank shall provide a certificate confirming the amount of its Increased Costs.

d) Clause 1.6 does not apply to any Increased Cost that is:

- due to a Tax deduction required to be made by you by law; or
- due to the wilful breach of any law or regulation by the Bank.

1.7 Disruption to payment systems

If either the Bank determines, or you notify the Bank, that a Disruption Event has occurred:

- the Bank shall consult and agree with you the changes (if any) needed to the operation or administration of the Loan as the Bank, in its absolute discretion, deems necessary in the circumstances;
- the Bank shall not be obliged to consult you about any such changes if in its option it is not practical to do so in the circumstances;
- any change made or agreed under this clause 1.7 shall (whether or not an event is finally determined to be a Disruption Event) be binding on the parties as an amendment of the Agreement; and
- the Bank shall not be liable to you for any loss or damage you may suffer as a result of a Disruption Event.

1.7.1 Payments

- a) All payments made by you under the Agreement shall be in Sterling and in immediately available cleared funds to the Bank at its account number 03278786 20-63-33 with Barclays Bank PLC of Nottingham City Branch, 2 High Street, Nottingham, NG1 1EN or such other account as the Bank may notify you.
- b) If any payment becomes due on a day that is not a business day, the due date of such payment will be extended to the next succeeding business day, or, if that business day falls in the following calendar month, such due date shall be the immediately preceding business day.
- c) All payment made by you under the Agreement shall be made in full, without set-off, counterclaim or condition, and free and clear of, and without any deduction or withholding, provided that, if you are required by law or regulation to make such deduction or withholding, you shall:
- ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - pay to the relevant taxation or other authorities, as appropriate, the full amount of the deduction or withholding;
 - furnish to the Bank, within the period for payment permitted by the relevant law, either:
 - an official receipt of the relevant taxation authorities concerned on payment to them of amounts so deducted or withheld; or
 - if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
 - pay to the Bank such additional amount as is necessary to ensure that the net full amount received by the Bank after the required deduction or withholding is equal to the amount that the Bank would have received had no such deduction or withholding been made.

1.8 Your Identity

- a) We will require evidence of identity and address before a new Loan account is opened. We will do this by obtaining evidence from various sources including Credit Reference and Fraud Prevention agencies as well as the Electoral Roll. The agencies will record details of the search, whether or not your application proceeds. It is necessary for us to verify your identity and the personal identity of all Signatories (as applicable).

- b) If we are unable to confirm your identity from these sources we will write to you asking you to supply us with additional documents in order to provide proof of your identity and address and to enable us to comply with all such identification checks under all applicable laws and regulations. We will require you to provide us with the necessary information promptly on request.
- c) For joint loan accounts, this applies to all account holders.
- d) For existing customers or signatories who have previously provided such evidence, we will inform you if we require any further information which you will provide promptly on request.

1.9 Complaints Procedure

- a) We always try to provide a first-class service. Occasionally, however, things can go wrong. If they do, we'll try to put them right. If you have a complaint you can contact us in the following ways:
- By telephone: 0115 921 7250 in the first instance, to the person who normally deals with the matter concerned.
 - In writing addressed to our Savings, Insurance or Lending department at the address below.
 - By e-mail to: info@kingdom.bank
- Whichever method you choose, please always quote your full name, address, telephone number and account number, as this will help us to deal with your complaint quickly and efficiently.
- b) We will respond to your enquiry within the following timescales:-

- If we can provide the answer immediately to your satisfaction whilst you are on the telephone, we will do so.
- If we need to carry out an investigation into your complaint we will contact you within three days or at another time agreed with you.
- If your complaint is by letter or email, we will respond acknowledging the complaint and advising when we expect to resolve it no later than five days after receipt of your complaint.
- If the matter is unresolved after 4 weeks, we will write to you again.
- The Bank must send a final written response within eight weeks from the date that the original complaint was received. Should you remain dissatisfied, you may take your complaints to the Financial Ombudsman Service.
- If we have not resolved your complaint within 8 weeks, you may take your complaint to the Financial Ombudsman Service.

- c) The Financial Ombudsman Service (FOS) The Financial Ombudsman Services exists to provide consumers with an additional complaint support if, at the conclusion of your complaint, you remain dissatisfied. This free service is available to anyone once we have submitted a final response letter or within eight weeks of the date of the complaint, whichever comes sooner. The scheme exists to provide independent adjudication and an investigation will be undertaken prior to making a decision about outstanding disputes. The Financial Ombudsman Service can be contacted at:

Address: Exchange Tower, London, E14 9SR
Phone: 0300 123 9123 or 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

- d) Customer Complaints Policy Statement
- We aim to provide the highest possible standard of service to our customers
 - It is the intention of Kingdom Bank Ltd to deal with customer complaints quickly, fairly and impartially.
 - Our terms and conditions refer to this document with regard to making complaints.
 - Our staff are trained to handle complaints in accordance with this policy.
 - It is important to us that we resolve complaints both quickly and to our customers' satisfaction.

1.10 Financial Services Compensation Scheme

Our customers may be entitled to claim compensation from the Financial Services Compensation Scheme. The maximum compensation payable by the Financial Services Compensation Scheme for mortgage advising and arranging is £85,000 per person (calculated as 100% of the first £85,000) where we are unable to pay your claim. Further information is available on our website at <https://www.kingdom.bank/protecting-your-money/>

1.11 Change of Name or Address

If you change your name or address you must notify us, where possible, in advance and in writing; if not possible in advance, then within 14 days afterwards. For joint, Charity or Association borrowing the notification must be signed in accordance with the relevant mandate. We will only write to you at the address registered in our records.

1.12 Liability

a) Our liability to you

We shall not be liable to you for any loss or damage (except for that which we cannot exclude by law) you may suffer as a result of:

- our services being unavailable through any cause beyond our reasonable control;
- our acting upon your instruction or request or following our receipt of instruction from you;
- your instructions or request being inaccurate, incomplete or incorrect; or
- delays in postal deliveries or cheque clearance.

b) Your Liability to us

You will be liable to us and agree to indemnify us for all actions, claims, losses, liabilities, expenses, demands and proceedings we directly or indirectly incur, or which are brought against us where you have acted fraudulently, negligently misused your Loan or otherwise breached the Agreement.

c) Except in the following circumstances you will be liable for any loss which we may claim under clause 1.12(b) even if the instructions/request received were not given or sent by you:

- if and to the extent that we have acted in error;
- if and to the extent you are able to prove a relevant failing on our part; or
- in the case of fraud and provided you were not a party (unless you failed to notify us).

1.13 Indemnities

a) You shall indemnify the Bank within three business days of demand against any costs, loss or liability incurred by the Bank as a result of:

- the occurrence of any Event of Default;
- any prepayment of the Loan being made other than in accordance with a notice of prepayment given in accordance with the terms of this Agreement;
- a Loan not being made by reason of the operation of any one or more of the provisions of the Agreement (other than by reason of default or negligence by the Bank) or the Borrower purporting to revoke a drawdown request; or

b) each indemnity in the Agreement:

- is a separate and independent obligation from the other obligations in the Agreement;
- gives rise to a separate and independent cause of action;
- applies whether or not any indulgence is granted by the Bank; and
- shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under the Agreement, or any other judgment or order.

1.14 Set-Off

a) The Bank may at any time set off any liability of the Borrower to the Bank against any liability of the Bank to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by the Bank of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

b) The Bank is not obliged to exercise its rights under clause 1.14 but if the rights are exercised, the Bank shall notify the Borrower of the set-off that has been made.

1.15 Calculations and certificates

a) The Bank shall maintain accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.

b) If the Bank issues any certificate, determination or notification of a rate or any amount payable under the Agreement, it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

c) Unless otherwise stated in the Offer Letter interest will accrue daily on the amount of the Loan outstanding as at the end of the previous day.

d) Unless otherwise stated in the Offer Letter we will debit your account with the interest you owe us on 31 December annually.

e) We will send you a statement once each year to advise you of the transactions on your account.

1.16 Waivers and consents

a) A waiver of any right or remedy under the Agreement or by law, or any consent given under the Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

b) A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm the Agreement. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm the Agreement by the Bank shall be effective unless it is in writing.

c) The rights and remedies provided under each document comprising the Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

1.17 Amendments

Save as expressly provided in the Agreement no amendment to the Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).

1.18 Severance

If any provision (or part of a provision) of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the Agreement.

1.19 Third party rights

a) Except as expressly provided elsewhere in the Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any terms of the Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

b) The rights of the parties to rescind or agree any amendment or waiver under the Agreement are not subject to the consent of any other person.

1.20 Service of Notices

If we need to send you a formal notice, we shall send the notice by post to the address we have in our records and it will be deemed to be received 48 hours after posting if sent first class and 72 hours after posting if sent second class.

1.21 Transfer or Assignment

You agree that we may, without notice (where we are so permitted), transfer or assign, either in whole or in part any Loan or Security for the repayment of any Loan made in connection with our Agreement with you to our successors and assigns which include without limitation our legal and equitable assigns whether by way of absolute assignment or by way of security only and those deriving title under it or them.

1.22 Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction.

A Company registered in England and Wales under number 04346834

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 400972. The Financial Services Register can be viewed at <https://register.fca.org.uk>