

Terms & Conditions and Important Information Business Loans

Effective from 31 March 2026

What's inside?

This document is split into 2 parts.

Part

1 Terms & Conditions

These Terms & Conditions form part of your Credit Agreement which apply to Unsecured Business Loans.

2 Data Protection Statement

This sets out everything you need to know about how we use your personal information.

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Part 1 – Business Loans – Terms & Conditions

1. How do we calculate interest?

Your interest rate is fixed and won't change during the loan term. We'll work out interest each day on the outstanding loan amount. This means you'll pay more interest towards the start of the loan when the outstanding loan amount is at its highest. As the loan amount reduces, you'll pay less in interest and more towards the amount you've borrowed.

The amount you need to pay each month won't change, even if the amount you're paying in interest goes up or down. We will add interest to your loan on the monthly anniversary of the date we paid the money to you.

However, if you miss a monthly repayment, the duration of the loan may be longer to allow us to collect the missed payment. This means you may end up paying more interest overall because it'll take you longer to repay the full amount, so you'll be paying interest for a longer period of time. In the event of a missed payment the duration of the loan will not automatically extend. We can charge interest on interest payable from missed payments.

2. What do we mean by 'you'?

'You' means the business entity that has their name on the account and signs the agreement. This means either a sole trader, partnership with fewer than 4 partners or an unincorporated association where your agreement is regulated or exempt, and any other business entity where your agreement is unregulated.

3. How do you make repayments?

We will take repayments by Direct Debit.

We will take your first payment one month after we paid the money to you. After that, your repayments will be due on the same date each month.

Let's say we paid you the money on 2 March. We'll take your first repayment on 2 April by Direct Debit. Unless you ask us to change that date, we'll take all other repayments on the 2nd of the month until your loan is paid back in full.

If a repayment is due on a weekend, a bank holiday or other public holiday in England and Wales, your repayment will be collected on the next working day. If a repayment is due on a date which does not exist in a month (e.g. 29th, 30th or 31st), your repayment will be collected on the last day of the month. If it is a non-working day then it will be taken on the next working day.

Once we pay you the loan amount, you may change your repayment date providing us not less than 10 working days' notice before the change is to take effect. Depending on the date, it could mean that your last repayment is collected after the original date that your loan agreement was due to end.

You may be able to take a break from your monthly repayments. This is called a 'repayment holiday'. If you ask us, we will consider your circumstances, and we may allow you not to make your contractual repayments for a defined period.

This means your loan may last longer because you'll make extra repayments to make up for the ones you missed. You may also pay more interest overall.

4. What happens if you miss a payment?

If you pay us less than you owe or don't keep to this agreement, we can:

- Require you to repay the remaining loan amount back straight away.
- Use money you have in any other accounts held with us to pay off your outstanding balance.
- Charge you our reasonable costs in trying to collect the loan amount from you, including legal costs and costs finding you. You will have to pay these costs to us straight away.
- Sell your loan to a different company who will continue to try and collect the loan from you.
- Take legal action to recover what you owe us. This could include asking a court to order that, if a property you own is sold for any reason, some of the money you get from the sale is used to repay what you owe us.

- If the business fails to meet its obligations and where a guarantee has been given, we can pursue any guarantor for payment of the outstanding balance. We may also pursue the guarantor's personal assets.
- Give information about you and how you've managed your account to licensed credit reference agencies. This will affect your credit rating, and might make it more difficult for you to borrow in future.

We'll usually let you know before we do any of these things.

Bear in mind, even though you won't need to make repayments if we agree a payment holiday, we may keep adding interest to your loan during the holiday. Depending on the circumstances of any pause in making your repayment, you could be considered in arrears and we may report those arrears to credit reference agencies. We will make this clear to you at the time of confirming the details of any pause in your monthly repayments.

If you would like more information about managing your finances, please give us a call on **0330 123 9860**. You can also find more information online in the support area of our website.

5. When can we change this agreement?

We might change the terms of this agreement:

- if the change is in your favour,
- to amend an error,
- to make them easier for you to understand,
- to comply with a legal or regulatory requirement

or

- to reflect changes in market conditions such as system capabilities, methods of operation, changes in technology, fraud prevention requirements and/or payment method.

We will give you at least 30 days' written notice before any change takes effect unless the change is in your favour, in which case we may make the change immediately and inform you about it afterwards.

We'll never increase the interest rate or the amount of your monthly repayment.

6. When can we end this agreement?

We can demand that you repay the entire balance of the loan and end this agreement if:

- We suspect a fraud, scam or any other illegal activity in relation to this agreement or another agreement you hold with us.
- We are acting in response to guidance issued by a regulator, government or law enforcement body.
- The agreement with you may cause us or another member of our group to face regulatory censure or censure by government, law enforcement or a third party in any jurisdiction.
- The agreement with you may cause us to break any law, regulation, court order, code or other duty that applies to us.
- You're a financial institution, and you are, become, or intend to become an RFI and have borrowed more than we are allowed to lend.
- We think you are using the loan for personal or illegal purposes.
- We think you've acted dishonestly or given us false or misleading information.
- A court declares you bankrupt or insolvent;

What do we mean by 'insolvent'?

This is where any of the following situations applies or where you or another person take or threaten to take any steps in connection with any of these situations applying to your business.

- You suspend or reschedule the payment of your debts or put in place a moratorium (a temporary legal suspension).
- You wind up your business, put it in administration or appoint a liquidator or receiver in relation to your business or assets.
- You enter into an arrangement (voluntary or otherwise) with your creditors.
- You are involved in any other insolvency procedure in the UK or in a procedure in another jurisdiction which is similar to any of those above.

- You can't pay any of your debts as they fall due.
- You stop carrying on business.
- If distress or execution is levied against any of your property (that is, if a bailiff or other officer controls or seizes any of your property following a court order)
- You break this agreement regularly or seriously, for example by not providing us with information we've reasonably asked for on more than one occasion.

We'll try to tell you ahead of time where we are ending the agreement for any of these reasons, but we might not be able to. We'll always give you any notice we are required by law to give you.

7. Can you repay early?

You may have a legal right to repay your loan (or part of your loan) early.

You can ask us for an early settlement figure. You can do this via available channels including calling us on **0330 123 9860** or writing to us at **Santander Business Banking Operations, Sunderland, SR43 4FW**.

When you contact us, you can ask us for the total amount needed to repay your loan in full (we sometimes call this your 'settlement figure'). We'll send you a breakdown including any charges that will apply because you're paying off your loan early.

Repaying your entire loan early

We'll work out the amount of interest you need to pay us assuming that you repay your loan 28 days after you contact us.

If your original loan term was longer than 12 months, we'll charge an extra 30 days of interest. That means you'll be charged up to 58 days' interest in total.

Repaying part of your loan early

If you want to pay some of your loan early, you can choose to either:

- Shorten the term of the loan but keep your monthly payments the same.
- Keep the loan term the same but reduce your monthly payments. Just let us know which you prefer when you contact us.

If you don't let us know, we'll automatically use your early payment to shorten your loan term.

8. Can you change your mind?

You can withdraw from the agreement by writing to us or calling within the 'cooling off period'. That's within 14 days, starting the day after your loan has been opened. You don't need to give us a reason for this.

You'll need to:

- 1 **Tell us that you want to withdraw.** To do this, you can either call us on **0330 123 9860** or write to us at **Santander Business Banking Operations, Sunderland, SR43 4FW**.
- 2 **Repay everything you've borrowed in full without delay and within 30 days.** The 30 days start the day after you tell us that you want to withdraw. You won't need to pay any interest if you change your mind during this time.

9. Are there any restrictions?

You can't use the loan for personal use or any illegal activity. You are permitted to use the loan for legitimate business purposes only.

10. What information will you get?

We'll send you a statement each year which shows how much of your loan there is left to pay.

You can also ask us for a statement at any time for free, showing you which repayments you still need to make and when. This statement will be in table format and will break the repayments down so you can see how much capital and interest each payment is made up of.

11. Can we transfer our rights and duties under this agreement to another person?

We can transfer all of our rights and duties under this agreement to someone else at any time. That includes information about how you've managed your loan.

Don't worry – if we do this, your rights under the agreement won't change. We'll tell you about the transfer beforehand if the arrangements to manage your loan will change because of this.

You can't transfer any of your rights or duties under this agreement to anyone else.

12. Can we use other money you hold with us to repay the loan?

If you have another account with us which includes any member of the Santander Group of companies in the UK, we might use money from that account to help repay any outstanding balances you have under this agreement. We call this our 'right of set off'. Take a look at your bank account terms and conditions for full details of how this works.

13. Communicating with you

We'll only communicate with you in English.

We may contact you by email, mobile phone or post at the most recent address you have given us.

We'll send you statements as well as other important information about your account using Online or Mobile Banking or email. We'll send you an email when they're ready for you to view. That's unless we're required to send them another way. You can change your preferences and ask for paper documents instead.

It's important you tell us as soon as possible if your contact details change for you and your business (such as your name, address, phone number or email address). If you don't, we won't be responsible if you don't get information or notices from us and you'll need to pay us back any money we've spent on trying to find your new address. If you need information in another format, let us know. You can also find information about this on our website.

14. If you are a partnership

Each partner will be separately responsible, and together all partners will be jointly responsible for any money which is owed under this agreement. Unless you have told us only to act on the instructions of all of you, any partner may give us instructions in relation to this agreement. However, if one of you tells us there is a dispute between you, all of you will need to approve any instructions under this agreement.

If one of you dies, this agreement will continue with the remaining partners.

15. Information you must tell us about your business and when we'll ask you for this

You must let us know immediately if, for any reason, there are any changes to your business, or your business is dissolved. For example:

- the registered address of your business
- your directors or officers, if you're a company or limited liability partnership
- your partners, if you're a partnership
- the nature of your business, for example, the activities your business normally carries out
- your trading address
- the type of entity your business is, for example, a change from a sole trader or partnership to a limited company or
- if you're a financial institution, and you are, become, or intend to become, an RFI.

What's an RFI?

RFI means a financial institution which meets the definition of a Relevant Financial Institution as set out in Article 2 of the Financial Services and Markets Act 2000 (Excluded Activities and Prohibitions) Order 2014. There are rules which apply to us in relation to the services we're allowed to provide to RFIs, including how much we're allowed to lend.

You must also give us any other information we reasonably ask for. This might include, for example, information we or other members of our group need for the following reasons:

- to comply with a law or regulation which applies to us or them or to reduce the risk of crime (such as money laundering, fraud, bribery, corruption, sanctions or terrorism finance)
- to keep our records up to date
- for tax purposes; or
- to allow us to deal with a complaint you have made.

If you're a limited company or a limited liability partnership, we'll ask you to provide a personal guarantee as part of our agreement with you. By providing the personal guarantee they agree to act as a guarantor for the money we lend to you. If the business adds or removes a partner or director, then you'll need to complete a new personal guarantee.

16. How can we use your personal information?

We can use your personal information in the ways we describe in the Data Protection Statement provided to you when you applied for your loan, and on our website. Your data may be used in other ways where agreed by you and in very limited circumstances when required by law or where allowed under data protection legislation.

17. How do you make a complaint?

If you're unhappy with our service for any reason, please contact us. **0800 171 2171**. We'll try to resolve your issue as quickly as we can. You can also get further information on our complaints process, including our timescales for dealing with your issue, on our website or in our complaints leaflet. Ask us if you'd like a copy of this.

If you're not happy with how we deal with your complaint, you may be able to refer it to the Financial Ombudsman Service (FOS) depending on your annual turnover and the number of staff you employ. For details of how to refer to the FOS check their website **financial-ombudsman.org.uk**.

18. Which law applies?

English law. The courts of England and Wales will deal with any disputes that might happen.

But if your address is in Scotland, then Scots law will apply instead, and the courts of Scotland will deal with any disputes that might happen.

If your address is in Northern Ireland, then the law of Northern Ireland will apply instead, and the courts of Northern Ireland will deal with any disputes that might happen.

19. Financial Conduct Authority

Santander UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Our Financial Services Register number is 106054. You can check this by visiting the Financial Conduct Authority's website **fca.org.uk** or contacting them on **0800 111 6768**.

The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN. Santander UK plc is a company incorporated under the laws of England and Wales with registration number 02294747. Our registered office is at 2 Triton Square, Regent's Place, London, NW1 3AN.

Part 2 – Data Protection Statement

1. Getting started

This statement explains how we use your personal data. If you want more information about this at any time, check the 'Using My Personal Data' booklet – this is on our website or you can get a copy in branch.

What is personal data?

This is any data we have that can identify you. This includes data you give us, for example when you sign up for a product. It also includes data we collect about you or from other sources when we provide our products to you.

Who do we mean by 'you'?

This is the person who applies for a product or service with us, even if you're not successful. This also includes any person who is authorised on your account.

If you apply for a children's account or other trust account

This covers the person who opens the account as trustee (for example, a parent). This also covers the beneficiary who owns the money in the account (for example, a child).

If you have a children's account, check the Key Facts Document and any account specific data protection statement for more information about how we use your personal data.

If there are limits on the number of accounts in the child's name or payments which may be made into the account, we may refuse these and need to explain to the person who made it why this is the case.

If you're a business

This covers the person or people who operate the business, deal with us or who're otherwise related to the business. Depending on how the business is structured, this may, for example, include directors, partners, members and other authorised signatories.

Aggregated and anonymised data

We may share and sell anonymised and aggregated data with other organisations (inside and outside the Santander group). We may do this for any business reason – for example, this may be to help with our own market research or to help others, such as sharing information about trends in customer behaviour.

What is aggregated data and anonymised data?

Anonymised data is data which may be about you but doesn't identify you.

Aggregated data is data about you which we have combined with data about our other customers so that you can't be identified. This is a form of anonymised data.

Because it doesn't identify you aggregated and anonymised data isn't personal data.

2. Who we are and how to contact us

'We' are Santander UK plc, the 'data controller'. This means we're responsible for your personal data. If you have any questions about this data protection statement, get in touch. Here are the details:

How to contact us	Details
By post	Data Protection Officer, Santander, Sunderland, SR43 4GP

You have a number of rights under the law over your personal data. You'll find more information about these in the 'Your Rights' section below. If you want to use your rights, contact us using the details in the 'Using My Personal Data' booklet.

3. What personal data do we collect?

We'll collect and use your personal data for different reasons. The table below sets out the types of personal data we may collect about you and some examples of what this includes. We'll only collect data which is relevant to the product or service we provide to you.

Type of data	Example
Identity information	Name, age, date of birth.
Contact details	Home address, business address, address history, email address, telephone number(s).
Financial details	Salary and other income, expenditure, savings, details of accounts with other providers.
Background information	Employment status and history, education history.

Family, lifestyle or social information	The number of dependants you have, your shopping habits, savings goals.
Product and services	Records of the products we provide you (now or in the past) and how you use them. Or, products you applied for but we didn't give you.
Technical data	Information such as IP address or mobile phone location data for how you access our services. We may also use cookies to remember how you access and use our website and your preferences. You can find more information in our cookies policy.
Biometric information	Fingerprint, voice or face so that you can use our Online, Mobile and Telephone Banking service.
Health data	Information about any disabilities or other signs you may be vulnerable. Information about any medical conditions you have, if for example you have insurance.
Public data	Information we collect from third parties and other public sources, such as: ◦ Credit reference agencies ◦ Fraud prevention agencies ◦ Electoral roll ◦ Court records of debt judgments and bankruptcies This may include details about any criminal record, and may also include information about any person you are 'linked' with because you have made a joint application for an account or credit.

We'll collect and use personal data about any person named on your application, appointed to operate your account or who has rights over the account. For example, this might include:

- any person you apply with, if you make a joint application,
- additional cardholders or authorised persons (if you have a business account) who will operate your account, or
- beneficiaries of a trust account.

Make sure you have their permission and share a copy of this document with them before you share their personal data with us.

4. How do we collect data?

We collect personal data about you in two main ways. Either you give it to us or we get it from somewhere else.

You give it to us

Most of the personal data we collect you give to us. This will happen, for example, when you apply for a product or service, use the service or contact us.

When you apply, we may sometimes ask for information which is optional - we'll let you know if that's the case. Otherwise, you'll need to provide all the information we ask for. If you don't, we may not be able to provide the product or service to you.

We get it from somewhere else

We may also get personal data about you from other people. This may include:

- Credit reference agencies – such as Experian, Equifax and TransUnion. They provide us with details about your identity and credit history.
- Fraud prevention agencies - such as Cifas, National Hunter and National SIRA. They provide us with information so we can confirm your identity and to help us prevent fraud and money laundering.
- Public sources – such as the Courts, the Electoral Register and Companies House (if you're a business customer). They provide us with information so we can check what you've told us about yourself or your business.
- Partners – we partner with other companies who provide services directly to you. They'll share information with us for administration purposes so that we can form a view of you as a customer. For example, we partner with insurers to provide insurance to you. They will be the insurer and will share information with us about you as a customer.

5. How do we use your data?

We'll use the data we collect to decide whether to give you a product or service and, if you are successful, to manage your account, policy or service.

We can only use your personal data if we have a lawful reason for doing so. This is called a 'legal basis'. The table below sets out the legal bases we have, what they mean and some examples of when we rely on them.

Legal basis	Some situations when we'll rely on it
Contract We have an agreement with you for a product or service. We need to use your data to do the things we've agreed to do.	◦ Before you apply for a product, we may explain the product to you, send you information, give you a quote or help you with your application. ◦ We review your application for a product and decide whether to provide it (unless you apply for insurance, as the insurer will decide this). ◦ We service your account and do the things we have agreed. For example, if you have a current account, we'll make payments for you and send you statements. ◦ To keep our records up-to-date. ◦ To contact you about your account. This includes if we lend you money, you miss payments and we need to trace you.
Legitimate interest We, or an organisation we share your data with, have a justifiable reason to use your data in the course of our business, where your rights are not seriously affected.	◦ We may conduct audits to support the management and governance of our business. For example, we may do this to help develop our products and services and improve how our business operates. ◦ To check your credit history and status with credit reference agencies if you apply for a loan, credit card or overdraft. ◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud. ◦ When we conduct market research and analysis and develop statistics. For example, we may do this to improve our products and services. ◦ Where we send you certain marketing, including in-branch.
Legal obligation We need to use your data to meet our legal or regulatory requirements.	◦ Where we have to do things to comply with a law or regulation that applies to us. This may include sharing information about you with other people or organisations. ◦ To respond to requests you send us for your personal information. ◦ To confirm and defend our legal rights. We might do this if we need to bring or defend a legal claim. ◦ We'll monitor your accounts to prevent and detect illegal activity. ◦ To check your identity before we give you a product and periodically while you have it. Or, to check any credit you apply for is affordable or that a product is suitable for you. ◦ We'll check the activity on your accounts and the communications you send us to detect and prevent fraud.
Consent You've agreed we can use your data for a specific purpose. You can change your mind and withdraw this at any time. If you do, it may mean we can't do certain things for you.	◦ You ask us to send your information to another person – such as a company handling a claim for you. ◦ We send you certain marketing where we ask your permission. ◦ You ask us to process special category data about you.
What's 'special category data'? This includes information about any of the following: ◦ your race or ethnicity, ◦ political views or trade union membership, ◦ religious or philosophical beliefs, ◦ genetic or biometric data, and ◦ information about your health, sex life or sexual orientation. We may use this data where we have your consent or a legal reason to do so.	

6. Who do we share your data with?

We may share your personal data with other people or organisations where we have a lawful reason for doing so. This may include:

- **Other companies within the Santander group.** This covers companies we own or control or which own or control us. This may also include other companies which we or another group company have shares in but don't control.
- **Our service providers and sub-contractors.** These are organisations who provide services to us or help us provide our products and services to you. For example, this covers our IT providers, professional advisors (such as lawyers and accountants) and market research companies.

- **Agencies we check and share information with.** This covers fraud prevention agencies, credit reference agencies and debt collection agencies. We may also share it with other organisations who use shared databases for income verification and affordability checks and to manage/collect arrears.
- **Our partners who provide services directly to you.** This covers, for example, insurers. If you apply for insurance through us, then we'll share information about you and your application with the insurer (and potential insurers).
- **Government bodies, law enforcement agencies and dispute resolution bodies.** This may include the police, the Courts, the Financial Ombudsman Service, HMRC, and our regulators in the UK and elsewhere. If we need to share information about you with HMRC, they may share this with tax authorities outside the UK.
- **Other people connected to your account or insurance policy.** This includes joint account holders and other people you have authorised to use your account or give us instructions as well as guarantors you have for money we lend you. If you have insurance through us, this includes any joint policy holders.
- **Any person who buys all or part of our business. Or, any person we merge with or buy.** This includes any people we discuss potential sales or mergers with.
- **People you make payments to or receive payments from and the organisations who help with this.** This includes the other banks, intermediaries, payment service providers and payment systems we or the person who pays you use to send money. If we give you a card or your account is linked to a card on another account, we'll also share your data with Visa or Mastercard. These organisations may share your data with others to process your payment and deal with any issues, for statistical purposes and to meet their legal obligations.
- **Anyone else we may need to in the following situations:**
 - **In an emergency or to protect your vital interests.** For example, if you became ill in a branch, we may need to share information about you with emergency services.
 - **To protect the security or integrity of our business operations.** For example, if someone tried to hack our systems, we might need to share information about you with third parties to help us respond to this.
 - **To comply with law.**
- **Anyone we've been asked to share information with by you.**

7. Checks we run on you

Identity checks and fraud prevention checks

When you apply for any product and while you have it, we'll share the information we hold about you with fraud prevention agencies to check your identity and prevent fraud or money laundering. This includes information you give us when you apply as well as information we receive from third parties and information we already have from other products you have.

We'll also check the information you give us against any information we already hold about you – for example, because you have other products with us.

If we identify fraud, we may refuse to give you a product or service you've asked for. We may also stop providing you with an existing product or service. We'll also share this information with fraud prevention agencies. This may mean that other people refuse to provide you with products, services or employment in future.

If you want to know more about how fraud prevention agencies use and share your data

Check the 'Using My Personal Data' booklet

Credit reference agency checks

When you apply for any product, we'll check your identity with one or more credit reference agencies. If we need to trace you, we may also check the data we hold about you with credit reference agencies.

If you ask us to lend you money (such as a credit card, loan or mortgage), we'll also check your credit status, including whether you are bankrupt, with one or more credit reference agencies. The credit reference agencies we use are called Experian, Equifax and TransUnion.

How does a credit check work?

We'll share information about you and your home address (and business and business address, if you are a business) with the credit reference agency and they'll give us information about you. This'll include information about your credit history and financial situation.

If you're a director of a business, we'll check with a credit reference agency that your home address is the same as on the register of directors at Companies House.

Does this leave a record?

When we request a credit check, the credit reference agency will place a record on your credit file. There are two types of check.

- A soft check. This doesn't affect your credit score and other lenders won't be able to see this.
- A hard check. This records that you have applied to borrow money. Other lenders will be able to see this and this may affect your ability to borrow money.

Do we always do a hard check?

We do a hard check when you apply to borrow money from us.

But, if you just ask us to give you a quote or to check if we're likely to be able to lend to you, then we won't. In that case we'll just do a soft check.

What other information do we share with credit reference agencies?

We share information regularly about you, your accounts and how you manage them with credit reference agencies. We do this while you have an account with us and owe us money. This'll include information about any applications you make to borrow money (even if we don't approve them), the amounts you owe and if you make your repayments for money in full and on time. If you're a business customer, we'll also share information about your business.

The credit reference agencies may share this information with other organisations and they'll share with us similar information which other organisations give them about you.

We'll use the information we receive to help us manage your account. This might include whether to increase a credit limit we give you or determine the interest rate we'll charge you. We may also use this information to help us trace you and recover any amounts you owe us, if we need to. Other organisations who receive this information may use it in a similar way.

How long do credit reference agencies keep information about your accounts?

Credit reference agencies keep information we share about your accounts for 6 years after the account closes. They'll keep this information even if you've repaid any money you borrowed in full.

What happens if you apply with another person?

If you make a joint application, the credit reference agencies will 'link' your records together.

This means if either or both of you apply to borrow money in future we, and other organisations, will receive information about both of you from the credit reference agencies. This link will remain until either of you get it broken – you'll need to ask the credit reference agency to do this.

If you want to know more about how credit reference agencies use and share your data

Check the 'Credit Reference Agency Information Notice' – you can find this on their websites at:

- Experian.co.uk/crain
- Equifax.co.uk/crain
- Transunion.co.uk/crain

8. How we make decisions about you

We make decisions about you in different ways. Some decisions will be made by our staff but we may also use automated systems to help us make other decisions.

Profiling

We may also use your personal data to develop a profile or make predictions about you (such as your economic situation, preferences, interests or behaviour). This is called 'profiling'. We do this to help us make decisions about you. For example, we may do this so we send you information about products and services you may be interested in.

We may build a profile by looking at things like your age, address, the accounts you hold, how you use them and the payments you make (including who you make them to). This may identify products you hold with other providers – for example, if you repay a credit or store card from your current account. We may also look at events, such as account anniversaries or the date a product will end or need to be repaid.

Automated decisions

Some of the automated decisions we make include:

- deciding whether or not to give you a product or service when you apply
- deciding whether to offer you other products or services which may be suitable for you if you're an existing customer
- deciding whether to lend you money
- carrying out checks on you or your account for fraud or money laundering purposes
- monitoring the use of your current or savings account for unusual behaviour to prevent fraud or unauthorised use
- giving you a personalised price for an insurance product or
- providing an indicative price for a product before you apply.

How we give you a personalised price

We decide this based on your behaviour and individual circumstances.

We'll look at the types of accounts you already have with us as well as your age (where this is relevant). We'll also look at how you use your accounts, such as the turnover, your spending habits, whether you are behind with any repayments or have any financial difficulties.

We'll also get information about you from credit reference agencies and other public sources. This will be recorded on your credit file but won't affect your ability to borrow money.

We may share this price with you when we send you information or speak to you about our insurance products.

If we make an automated decision, you can ask for information about how we make that decision and what it may mean for you and you can ask for an individual to make the decision instead.

If you apply for insurance

We'll make an automated decision about the price you may be charged for insurance based on your application and circumstances. We'll share this information, together with details of your application, with the insurer to help them determine your final insurance premium. We'll ask for your consent to use your information in this way when you apply.

The insurer will use an automated system to review your circumstances and assess your insurance risk. The level of risk will determine the final premium you are offered.

To do this, the insurer will use information they hold about you or get from other people as well as information you provide and we give them about you. The insurer will use your information to assess your risk as it's necessary for them to enter into a contract with you.

9. Your marketing preferences

We'll use your data to provide you with information about our products and services. We'll only contact you by post, phone, email or social media according to your marketing preferences.

You can change these or unsubscribe at any time by contacting us. Check the 'Using My Personal Data' booklet for details of how to contact us or you can do this by unsubscribing from emails. You can also change your social media preferences through the platform you use (such as Facebook or Google).

If you're over 18, we may do a soft check at credit reference agencies before we send you any information or contact you in-branch about our lending products. This is to make sure we market our products responsibly and don't send you information if it wouldn't be appropriate.

If you tell us that you don't want to receive information about our products and services or to be part of our market research we'll stop sending this to you.

10. Monitoring what you say to us

We monitor and keep records of the communications you have with us. This includes your calls, emails, texts, social media messages, letters and chats in Online or Mobile Banking.

Why do we do this?

We do this for various business reasons. This includes to:

- keep a record of your instructions so that we can check them if we need to;
- monitor how you treat our staff and how they treat you;
- help train our staff and improve our products and services and the way we deliver them;
- prevent and detect fraud or any other criminal activity; and
- comply with our legal and regulatory obligations.

11. Transferring your data to another country

We may need to transfer your data outside the UK or the EEA. The UK and countries within the EEA apply similar standards to protect your data, but other countries may not.

What is the EEA?

This is the European Economic Area. It contains all the countries of the European Union plus Iceland, Norway and Liechtenstein.

If we transfer your data to someone outside the UK or EEA, we'll take extra steps to protect it.

What extra steps will we take?

We'll check if the country has an adequate level of protection for your data. If it doesn't, we'll make sure the person we transfer your data to has agreed to protect your data in a similar way. They may do this either as part of a scheme approved by the government or we may ask them to sign a contract with us.

12. How long do we keep your data for?

It depends on the situation, but we won't keep it any longer than we need to. The table below explains why we keep your data and how long we'll keep it for.

Why?	How long we'll keep your data for
In case of queries	As long as we need to deal with your queries
In case of claims	As long as you can bring a claim against us by law.
To follow a law or regulation which applies to us	As long as we are required to keep it after your account, policy or service has closed or otherwise ended. We may also need to keep it for a period if you applied unsuccessfully.

13. Your rights

You have various rights under the law over the personal data we hold about you. Here's a summary. Get in touch if you want to use them.

You have the right to...	What you should know
Be informed about how we use your data	That's why we explain how we use your data here.
Have access to your data	You can ask us for a free copy of the personal data we hold about you.
Have your data changed	If the data we hold about you isn't correct or complete, you can ask us to correct it or add information so that it's complete. We'll let you know when we've done this. We may refuse your request in some situations – we'll let you know, and why, if that happens.
Have your data deleted (Some people call this the 'right to be forgotten')	You can ask us to delete your data but we won't always do so. For example, we might need to keep it for legal reasons. If we aren't going to delete your data, we'll let you know why.
Object to how we use your data	You can ask us to stop using your data for certain purposes. If we use your data for some things, like direct marketing, we'll always stop. But, in other situations, we don't always need to or we may refuse. If that's the case, we'll let you know.
Restrict how we process your data	You can ask us to limit how we use your data. You may, for example, want us to do this if the data we hold about you is not correct or complete. We won't always be able to limit how we use your data. For example, if we need to use it for legal reasons. If we refuse to limit how we use your data, we'll let you know why.
Move your data	You can ask us for a copy of your personal data in a format that allows you to move it somewhere else. You can also ask us to send it to someone else.
Challenge an automated decision	If we make an automated decision, you can ask for information about how we make the decision and ask for an individual to make it instead.

If you're not happy with how we use your data

You also have a right to complain to the Information Commissioner's Office. You can find out how to do this on their website, ico.org.uk.

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