

## Credit Card Agreement regulated by the Consumer Credit Act 1974

In this credit card agreement:

“Tandem”, “us” or “we” means: Tandem Bank Limited, 40 Bernard Street, London, WC1N 1LE, UK

“You” or “your” means: the holder of the Tandem Credit Card

If you have any questions on any part of these terms please call us on **020 3370 0970** or contact us via our in-app chat.

## 1. Card basics

<b>Your credit limit</b>	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 notify you of the new limit 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 <b>020 3370 0970</b> .
<b>Contactless payments</b>	You can use your card for contactless payments up to £30 each. If you use contactless payments for purchases in foreign currency the limit of £30 still applies. This limit is set by Mastercard and may change.

## 2. How much it costs to use your card

<b>Account Fee</b>	This card has a monthly Account Fee of £5.99.
<b>Annual Percentage Rate (APR) and total amount payable</b>	<p>The APR is 6.37% (variable).</p> <p>The interest rate when you buy something, and when you withdraw cash, is 0.00% per year (variable).</p>
<b>If you were to:</b>	<ul style="list-style-type: none"><li>• Buy something for £1,200.00 with an interest rate of 0.00% immediately when your account is opened;</li><li>• Pay for it over 12 months with equal payments; and</li><li>• Pay the 12 monthly Account Fees of £5.99 you build up alongside;</li></ul> <p>... then the total amount you would pay back is <b>£1,271.88</b></p> <p>This assumes that the monthly Account Fee doesn't change.</p>

<b>Interest rates and other charges</b>	<b>How you use your card</b>	<b>Annual interest rate (variable)</b>	<b>Charge</b>
	<b>Card purchases</b>	0.00% per year	n/a
	<b>Cash advances in the UK</b>	0.00% per year	2.50% ...but we'll charge a minimum of £2.50 each time
	<b>Transactions in a foreign currency</b>	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 means where you use your credit card to make a purchase; for example, in a shop, restaurant or online.

**Cash advances** This means any cash transaction where you use your Card or Card number, including but not limited to:

- The purchase of traveller's cheques or foreign currency;
- Cash from a cash machine or obtained over the counter at a bank or cash provider;
- Any payment made using a money order, electronic money transfer or similar;
- Any use made for gambling including internet gambling and purchase of lottery tickets;
- Any facilities we determine to be similar to the above that we may provide in connection with the use of the Account.

You can use 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 could be more expensive compared with taking it out of a current account.

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

**How we charge the Account Fee** The Account Fee is payable monthly in arrears and will be charged on your statement.

This Account Fee will show up as 'Membership Fee' on your statement and gives you access to the Tandem Membership Plan.

The 0% interest rate is tied to the Account Fee.

If you terminate your credit card account under clause 14 of these Terms for your Credit Card, we reserve the right to remove the other benefits that are offered with the Tandem Membership, including any loyalty rates you receive on our products. If we do this, we'll change your rate to our standard rate, or move you onto the closest equivalent product.

If you end your credit card account under clause 14 of these Terms for your Credit Card, you will not be able to spend on your card and you'll be required to pay off the remaining balance before the account can be closed.

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**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 include a notice in your next statement confirming this.

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

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**How we charge interest and fees**

The following applies if interest is charged.

If you pay your balance in full by the payment date we won't charge interest on purchases you made with your card.

If you don't pay your balance in full by the payment date, we'll charge interest on the outstanding balance including any new purchases you make until your outstanding balance is paid 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.

We will charge interest on your interest if not paid in full – this is known as compound interest.

If you use your card for cash advances we'll charge interest:

- From when the cash advance is added to your account until repaid in full;
- Between your statement date and your payment date; and
- On your interest if not paid in full – this is known as compound interest.

Interest accrued between your statement date and your payment date to clear the cash balance will be added to the balance of your next statement.

If you pay by Direct Debit you may receive trailing interest until you make a manual payment to clear down the cash balance.

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**The interest we charge on fees and unpaid interest**

The following applies if interest is charged.

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.

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**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.

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### 3. Using your card in a foreign currency

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

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 settled on the same day.
  - The exchange rate used will appear on your statement.
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### 4. Paying your statement

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**Frequency**

We'll provide you with a statement for 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.

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**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.

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**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.

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**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.

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**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.

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**The currency you can use to pay**

All payments you make to us must be in pounds sterling.

You should not make payments that place the Account in credit. If you do, we may restrict the use of the Card and the Account to the amount of your Credit Limit and we can return any credit balance to you at our discretion.

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### 5. How we allocate your payments

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**We'll always use your payments to pay off:**

- Balances with higher interest rates before those with lower rates.
  - Existing balances before new transactions that haven't yet appeared on your statement.
  - Balances that attract interest charges at the time of your payment before those that do not attract interest charges at that time.
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## 6. Your right to cancel

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### How you exercise your right to cancel

You may cancel this agreement without giving a reason within 14 days beginning the day after the day we confirm your credit card has been set up.

If you cancel this agreement you must pay the balance on your account and 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.

You can exercise your right to cancel by contacting us on **020 3370 0970**.

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## 7. Additional cardholders

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### If offered by Tandem, you can ask for additional cards and PINs for your family

There are a few things to note:

- 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.
  - Your additional cardholder may not be able to access the same account features as you. For example, they won't be able to verify some online transactions that may need a passcode sent to your device or mobile phone number.
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## 8. Disputes and refunds

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### When we will give you a refund

We'll give you a refund for a transaction and any interest and associated fees charged if:

- 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.
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### Disputing a transaction

If you dispute a transaction and we find that you didn't authorise it, your account will be credited for that transaction amount.

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.

If we refund the transaction but find that you authorised it, we reserve the right to re-debit your account.

If you dispute a pre-authorised transaction, you must tell us as soon as possible.

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### 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.

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## 9. Keeping you and your card safe

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### Keeping secure

You must not let anyone else use your card, nor share your PIN or other security information (such as security codes) with anyone. If you do so, we won't be legally responsible for any losses you suffer.

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<b>Lost or stolen cards or security information</b>	<p>If your card or card details are lost or stolen, or you think someone knows your security information or your account is compromised in any way, you should tell us immediately on <b>020 3370 0970</b>.</p> <p>You'll need to tell us all the information you have about the loss, theft or misuse of your card or security information. We may ask you to report the matter to the police, or we may give information to the police about it.</p>
<b>If your card is misused</b>	<p>You won't be liable for any transactions not made by you or any additional cardholder, unless:</p> <ul style="list-style-type: none"> <li>• Someone is using the card or card details with your, or an additional cardholder's, permission or with security information made available by you;</li> <li>• You, or an additional cardholder, fail to keep your security details secure.</li> </ul> <p>If you find a card that you have previously reported lost or stolen, do not try to use it. Please destroy it securely.</p>
<b>Restrictions on using your card</b>	<p>You, and any additional cardholder, must not use your card or card details:</p> <ul style="list-style-type: none"> <li>• For an illegal purpose;</li> <li>• After the expiry date shown on the card.</li> </ul>
<b>Preventing fraud or misuse</b>	<p>Occasionally we may prevent or limit the use of your card or card details, or refuse to issue a replacement card.</p> <p>We may do this when:</p> <ul style="list-style-type: none"> <li>• A card is lost or stolen, or we suspect unauthorised or illegal use;</li> <li>• We reasonably consider this is necessary to ensure the security of your account;</li> <li>• We have good reason to think you may not be able to repay us;</li> <li>• The transaction stands out to us as unusual compared to your normal spending habits;</li> <li>• The transaction exceeds your credit limit;</li> <li>• We reasonably believe the transaction would damage our reputation or breach a legal or regulatory requirement;</li> <li>• We reasonably believe the transaction is in breach or a misuse of this agreement;</li> <li>• We reasonably believe you no longer live at the UK address we have on record for you.</li> </ul> <p>We'll make checks to try to prevent fraud or misuse. If we decide not to carry out a transaction, the supplier or we will tell you.</p> <p>If possible, we'll explain why we made the decision and let you know what has happened by the communication medium that we reasonably think is appropriate.</p>
<b>If you can't use your card</b>	<p>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 or because we prevent or limit the use of your card or card details for any of the reasons shown above.</p>

## 10. Missed payments

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### **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 **020 3370 0970**.

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## 11. If you give us incorrect information

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### **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.

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## 12. Transferring this agreement

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### **What happens if we transfer this agreement**

We can transfer any of our rights and duties under this agreement to another company or 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.

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## 13. Changes to this agreement

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### **Letting you know about changes**

We'll give you not less than two months notice of any changes before they take effect. 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.

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<b>Why might we change this agreement</b>	<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"> <li>• The cost of providing the card and our services;</li> <li>• Changes to laws, regulations, regulatory guidance, banking practices or other external factors that it is reasonable for us to take into account;</li> <li>• The need to operate our business profitably and soundly;</li> <li>• The need to reflect changes in technology or the functionality of your account;</li> <li>• The need to introduce new facilities and services;</li> <li>• Our assessment of your credit risk in the future.</li> </ul> <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

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<b>Why we might end this agreement</b>	<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"> <li>• You don't keep to this agreement;</li> <li>• We believe, as a responsible lender, it is necessary to end this agreement;</li> <li>• A bankruptcy order is made against you;</li> <li>• You apply for a debt relief order to make a voluntary arrangement with your creditor;</li> <li>• You move abroad;</li> <li>• You die.</li> </ul>
<b>When this agreement ends</b>	<p>We won't close the account unless we receive payment in full. You must repay the following:</p> <ul style="list-style-type: none"> <li>• All outstanding amounts;</li> <li>• Any amounts that become due;</li> <li>• Interest to the date of payment;</li> <li>• Any fees.</li> </ul>
<b>If you want to end this agreement</b>	<p>This agreement has no fixed term. You can end it at any time by calling us. You don't need to give any reason for ending it.</p>
<b>Enforcement</b>	<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>

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## 15. Statements and other things

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<b>Your statements</b>	<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 copy of your monthly 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"> <li>• Don't receive a statement;</li> <li>• Think something is wrong on your statement.</li> </ul>
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<b>If your details change</b>	<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"> <li>• Your name;</li> <li>• Your home address;</li> <li>• Your email address;</li> <li>• Your bank account details used for a Direct Debit Instruction;</li> <li>• Your mobile phone registered with us. You will only be able to register a UK mobile phone number.</li> </ul>
<b>Notices</b>	<p>We can send notices or communications to you by post, email, text or any other electronic communication that we reasonably think is appropriate, using the latest contact details and preferences you've given us. We will always communicate with you in English.</p>
<b>Confidentiality and data protection</b>	<p>Your privacy is important to us and the information you give us online and offline is treated confidentially, in line with data protection laws.</p> <p>We use your information to provide our services to you and, where necessary to help us improve our product service delivery, we may share your information with parties outside of Tandem. For further details on how we obtain and use your information and who we share it with please read the Privacy Policy. The Privacy Policy can be found on our website. We'll provide you with a copy of the Privacy Policy when you open your account.</p>

## 16. If things go wrong

<b>If you have a complaint</b>	<p>Call us on <b>020 3370 0970</b> if something's concerning you or to make a complaint and we'll try to work it out with you.</p> <p>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. You can contact the Financial Ombudsman Service and find out more about their service:</p> <ul style="list-style-type: none"> <li>• By post: The Financial Ombudsman Service, Exchange Tower, London, E14 9S4</li> <li>• By phone: <b>0800 023 4567</b></li> <li>• By email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a></li> <li>• Online: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a></li> </ul>
<b>Our supervisory authority</b>	<p>We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 204479. You can confirm our registration on the FCA's website (<a href="http://www.fca.org.uk">www.fca.org.uk</a>).</p>
<b>Governing law</b>	<p>These terms are supplied and we will communicate with you in English.</p> <p>These terms will be governed and construed in accordance with the laws of England and Wales.</p>

If your card is lost or stolen, we can sort it out 24/7. Otherwise, we're here to help by phone and in-app chat 7 days a week from 8am-10pm weekdays and until 8pm on weekends, except Bank Holidays. Calls will be recorded for training and quality purposes.

If you need an alternative format, please call 020 3370 0970

Tandem Bank Limited is a company registered in England and Wales (company registration number 00955491) with its registered office address at 40 Bernard Street, London, WC1N 1LE. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 204479.