

# Credit Card Agreement regulated by the Consumer Credit Act 1974

between C. Hoare & Co. of 37 Fleet Street, London EC4P 4DQ (the "Bank") and

(full name)

of

("you")

Condition 1 of the C. Hoare & Co. Credit Card Terms and Conditions (the "Conditions") sets out special meanings given to some words in this Agreement.

## A Duration

The Agreement has no fixed duration or minimum duration.

This Agreement is made when signed by you and accepted and signed on behalf of the Bank. The Bank is not bound by the terms of the Agreement until the Agreement is made.

## B Credit Limit

The Credit Limit will be determined by the Bank and notified to you.

Any changes in the Credit Limit will be notified to you from time to time.

## C How and when credit will be provided

The credit will first be provided when you use the Card for the first time for a Card Transaction, and will then be provided each time you use the Card. You may take the credit by using the Card to complete a Card Transaction in the manner set out in this Agreement.

## D Repayments

Each month you must pay at least the minimum payment shown on your monthly statement (see section E below) by the payment date shown on your monthly statement.

You can always pay more than the minimum payment. Where interest is payable, the earlier you make a payment, the less interest you will have to pay. The Bank does not recommend that you only pay the minimum payment for a prolonged period.

## E Amount of repayments

You must pay at least 5% of the amount shown as outstanding on your monthly statement or £5 (or the full amount if less than £5), whichever is the greater.

## F Interest rate

The interest rate is 1.25% per month (15% per year). The interest rate is variable (see below under the heading "Variations, charges and interest rate" for more details).

## G Annual Percentage Rate (APR)

Until 1st September 2025 the APR will be 18.2% (variable).

This APR has been calculated based on the assumption that you spend £60,260 on purchases at the beginning of the Agreement and then repay it by 12 equal monthly instalments with interest being charged during that period at the interest rate.

From 1st September 2025, the calculation of the APR will change. The APR calculation will be based on the assumption that you spend £1,200 on purchases at the beginning of the Agreement, repaid in 12 equal monthly instalments, with interest charged at the interest rate. In addition, monthly bank charges applicable to your Nominated Account will no longer be included in the APR calculation. This will result in an APR of 16.1% (variable).

In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the interest rate or charges.

## H Total Amount Payable

£65,867.59.

The total amount payable is an illustrative figure only. It has been calculated based on the assumption that you spend £60,260 on purchases at the beginning of the Agreement and then repay it by 12 equal monthly instalments with interest being charged during that period at the interest rate. In calculating the total amount payable, no account has been taken of any variation which may occur under the Agreement of the interest rate or charges.

From 1st September 2025, the illustrative figure will be changing. The calculation will be based on the assumption that you spend £1,200 on purchases at the beginning of the Agreement, repaid in 12 equal monthly instalments, with interest charged at the interest rate. In addition, the monthly charge for maintaining your account will no longer be included in the calculation of the total amount payable. This will result in an illustrative total amount payable of £1,299.72.

**I Calculation and application of interest**

1. Except where 2. below applies, interest will be calculated each day on the balance outstanding on the date of the most recent monthly statement from that date until a repayment is credited to the account maintained by the Bank in relation to your credit card (the "Card Account"). Thereafter, interest will be calculated each day on the reduced balance outstanding from time to time until the date of the next monthly statement. On the date of each monthly statement the interest accrued since the date of the last monthly statement will be added to the Card Account.
2. If the whole of the balance outstanding on a monthly statement is repaid on or before the due date shown on the monthly statement, no interest will be charged on that balance.

**J Allocation of payments**

The Bank will allocate payments received from you as follows:

- interest;
- the balance owing on your Card Account (including the charges set out in Section K).

**K Charges**

1. If a Card is used to make a purchase or a cash withdrawal in a foreign currency, the Bank will apply an international handling charge equivalent to 2.5% of the cost of the purchase or the amount withdrawn.
2. All charges referred to in this section may be varied in accordance with the terms below.

**L Termination**

You may terminate the Agreement by giving one month's notice to the Bank at any time.

**Variations, charges and interest rate**

The Bank may vary the amount of any charge to reflect the reasonable cost to the Bank of performing the act or service in respect of which the charge is made. If a charge is increased, the Bank will give you written notice of the change at least 30 days before it takes effect.

The Bank may vary the interest rate for any of the following reasons:

- (a) to reflect a change which has occurred or which the Bank reasonably expects to occur in the cost to the Bank of providing credit card services;
- (b) to reflect any change in the law or a decision by an Ombudsman or alteration in the regulatory system affecting banks;
- (c) to satisfy any requirement of Visa or any other payment system through which the Bank provides services to you under this Agreement.

The Bank may also vary the interest rate for any other valid reason applying at the date the change is made.

The Bank will inform you of any change in the interest rate in writing. The change will take effect 30 days after the date of the advice. If you exercise your right to end this Agreement by paying the Bank all you owe under the Agreement before the change takes effect, you will not have to pay interest at the new rate.

From 1st September 2025, the notice period for any change in interest rate will be changing. The notice period will increase to 60 days. You will have 60 days to tell us you want to close your account, and you will be able to pay off your balance at your current rate within a reasonable time. The Agreement will continue until you have repaid all amounts you owe us.

**Your right to withdraw from the Agreement**

You have the right to withdraw from the Agreement (without giving any reason). Your right of withdrawal will start on the day after you are informed in writing under section 61A of the Consumer Credit Act 1974 that the Agreement has been executed, or you receive a written notification of your credit limit (whichever is later) and will end 13 days after that day.

If you wish to withdraw from the Agreement, you must notify the Bank by telephoning on 020 7353 4522 or by writing to the Bank at 37 Fleet Street, London, EC4P 4DQ before the end of the withdrawal period set out above. You must repay all of the credit provided to you under the Agreement together with interest accrued on it without delay and in any event within 30 days after the day that you tell the Bank that you wish to withdraw. Where credit is drawn down during the 14-day period, the Bank will notify you, on request and without delay, of the amount of interest that is payable per day.

You can repay by contacting your relationship manager.

### Your right to cancel

If you have had face-to-face meetings with your relationship manager AND you signed the Agreement off the Bank's premises, this section DOES NOT apply to you.

Once you have signed this Agreement you will have a short time in which you can cancel it. The Bank will send you exact details of how and when you can do this.

### Your right to settle the Agreement early

Under the Consumer Credit Act 1974, you have a right to repay the outstanding balance due under the Agreement at any time either in full or in part. You can do this by giving notice that you are settling early in accordance with the Act by telephoning on 020 7353 4522 or by writing to the Bank at 37 Fleet Street, London EC4P 4DQ, and by making payment by cheque or electronic transfer subject to the Bank's published cut-off times.

### Missing payments

Missing payments could have severe consequences, including legal proceedings which may include a claim to repossess your house. Missing payments could also make obtaining credit more difficult.

### Complaints

If you have a complaint, please telephone the Bank on 020 7353 4522 or write to your relationship manager at C. Hoare & Co., 37 Fleet Street, London EC4P 4DQ. If you remain dissatisfied, you are (or, if you are a business borrower, may be) entitled to refer your complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, telephone 0800 023 4567 or email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk).

The Financial Conduct Authority of 12 Endeavour Square, London E20 1JN is the supervisory authority in respect of the Consumer Credit Act 1974.

The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority with firm reference number 122093, in respect of its other business.

### Important - read this carefully to find out about your rights

The Consumer Credit Act 1974 gives you a number of rights. As the credit under this Agreement finances the supply of specific goods or services, if the contract for those goods or services is not fulfilled, is only fulfilled in part, or the fulfilment does not conform with the contract (for example, the goods fail to arrive or are not of satisfactory quality or there was a misrepresentation by the supplier) and the goods or services you purchased cost more than £100 and not more than £30,000, you have the right to seek redress from the supplier, the Bank or both.

### Theft, loss or misuse of the card

If your credit card is lost, stolen or misused by someone without your permission, you may have to pay up to £35 of any loss to the Bank. If it is misused with your permission, you may be liable for ALL losses. You will not be liable to the Bank for losses which take place after you have told the Bank about the theft etc. as long as you confirm this in writing or by telephone without undue delay. It is strongly recommended you telephone the Bank as soon as you realise your card has been lost, stolen or misused by someone without your permission as this will allow the Bank to stop the use of the card sooner.

### Additional terms

The Agreement incorporates the Conditions and the 'Guide to your Accounts' Terms and Conditions'. If there is a conflict between the Conditions and any other terms of the Agreement, the other terms of the Agreement will prevail.

#### This is a Credit Agreement regulated by the Consumer Credit Act 1974.

Sign it only if you want to be legally bound by its terms.

Signature of debtor

Date

Signed on behalf of C. Hoare & Co.

Date

## Additional application particulars

(a) Please indicate how you would like your name to appear on the card:

(Maximum of 25 letters and spaces)

(b) Current account to be charged with cash withdrawals ("the Nominated Account")

(c) Automatic repayment (tick only if required): You hereby authorise the Bank until further notice to debit the account nominated in (b) above with the full, minimum or monthly repayment shown on your monthly statement (specify below)

☐ Full balance outstanding

☐ Minimum repayment

☐ Set monthly amount £

(Please tick as appropriate)

The amount of any automatic repayment will be debited from the Nominated Account on or around the eighth (or next working day) of every month.

By signing this Agreement I hereby request that the Bank issues a Card and PIN to me and agree I will be bound by the terms and conditions of this Agreement.

How the Bank uses your information is explained in the Bank's Privacy Notice, available on the Bank's website [www.hoaresbank.co.uk/privacy](http://www.hoaresbank.co.uk/privacy). If you require an additional copy, please contact your relationship manager.