

# General Terms and Conditions Term Loan

# 1. Interpretation:

In these General Conditions the singular includes the plural and vice versa and "Loan" means the loan detailed overleaf or, as the case may require, the balance thereof from time to time outstanding. Any reference to 'we' 'us' and 'our' means the Bank. 'Bank' means permanent tsb p.l.c. its successors and assigns. 'CCD Regulations' means the European Communities (Consumer Credit Agreements) Regulation 2010 (and as may be amended from time to time). In the event of a conflict between these General Conditions and the Special Conditions, the Special Conditions shall prevail.

# 2. Customer Information

- (a) A full explanation of how your personal data is used in the provision of our services to you, and of your rights in relation to your personal data is provided in our summary Data Protection Notice, a copy of which you received when you completed your application. If you would like a copy of our Data Protection Notice, please ask a branch staff member, call Open24 on 1890 500 121 or view it at [www.permanenttsb.ie](http://www.permanenttsb.ie)
- (b) You acknowledge that we will access, use and retain your relevant information (including personal data) for the purposes of providing you with the Loan and associated services, and for the purposes and in the manner described to you when we collect your information and as set out in our Data Protection Notice. This may include disclosing your information to comply with our legal and regulatory obligations, and transferring your information to other countries.
- (c) You have the right at any time to request details or a copy of any personal data that we hold about you and to have inaccuracies in that information corrected, by writing to us. Further details of these and your other rights under applicable data protection laws are set out in our Data Protection Notice.
- (d) The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended, re-enacted or replaced from time to time) and the European Union's Fourth Anti Money Laundering Directive (Directive 2015/849/ EC) (as transposed in Ireland) require us to satisfy ourselves as to your identity and the identity of any other parties to the Loan and associated services.
- (e) We shall make such enquiries and/or request such information and/or documentation from you as may be required in accordance with applicable laws, statutory and bank regulations. We reserve the right to confirm the authenticity of any document provided by you to us for the purposes of identification or application for credit. This can include but is not limited to, contacting the

issuer of any service or utility bill or statement or non-governmental issuer of identification documentation.

- (f) We will check your credit rating against the Central Credit Register and the Irish Credit Bureau. This information supports a full and accurate assessment of your ability to repay. In addition, we are required by law to ensure that the Central Credit Register is kept up to date and we report personal and credit information to the Central Credit Register. We also report credit facilities to the Irish Credit Bureau ("ICB") in the legitimate interests of the Bank and the ICB. Please see the ICB's data protection notice, which is available at [http://www.icb.ie/pdf/Fair Processing Notice.pdf](http://www.icb.ie/pdf/Fair%20Processing%20Notice.pdf) for details of how the ICB will process your personal data, and how you may exercise your rights in respect of your personal data held by the ICB.
- (g) A copy of this Agreement is provided to all borrowers identified in the Schedule.
- (h) Where you fail to update us of any changes in respect of your personal data, we shall not be liable to you or any third party with whom we share information (whether on your behalf or not) for any loss suffered by reason of any information not being accurate and up to date.
- (i) We may provide any information concerning you to:
  - (i) any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other disposee or successor and their respective officers, employees, agents and advisers;
  - (ii) any other member of the Permanent TSB Group for group reporting and analysis;
  - (iii) any person with whom we have entered or propose to enter into contractual relations in relation to an account or service provided to you or who provides or proposes to provide services to us in connection with an account or service provided to you, and their respective officers, employees, agents and advisers; and
  - (iv) your joint account holder(s) or guarantors(s) (if any).
- (j) Where you provide us with personal data relating to any other individuals, you warrant that you will inform the relevant individual that their information will be provided to us for the purposes outlined above and where necessary will obtain the consent of such individual to the use of their personal data in the manner outlined above.

# 3. Drawdown of Loan:

You may not drawdown the Loan until we have received to our satisfaction this Agreement duly signed by you and the

security, if any, specified in the Schedule. Unless otherwise agreed by us, you must drawdown the Loan within 3 months of the date of this Agreement. If you do not drawdown the Loan within the above time limits, this Agreement will lapse unless we agree a later drawdown.

## 4. Security:

The Loan will be secured by the security, if any, specified in the Special Conditions. Any mortgage which we hold over a property which is a housing loan (within the meaning of the Consumer Credit Act 1995) for your general liabilities to us will not secure the Loan if it would cause the Loan to be a "housing loan" (within the meaning of that Act).

## 5. Interest and Repayment:

- (a) The rate of interest applicable to the Loan will be the Interest rate specified in the Schedule, as varied from time to time at our absolute discretion.
- (b) You will repay the Loan with interest thereon at such rate and in such amounts which, over the Period of Agreement, will be sufficient to discharge in full the Loan together with such interest. You will commence payment of such instalments one month after first drawdown of the Loan.
- (c) We reserve the right to demand that all arrears and / or missed Repayment Instalments must be repaid immediately.
- (d) You may be required to make more or less Repayment Instalments than specified in the Important Information section of this Agreement in order to repay the Loan. Your failure to make repayments in accordance with the schedule or a failure to clear any arrears may mean that the Loan is not repaid over the Period of Agreement. Without prejudice to our right to demand repayment of any outstanding balance at any time, we expect all loans to be repaid over the Period of Agreement. However, we reserve the right, in our absolute discretion, and subject your continued adherence to these General Conditions, to accept Repayment Instalments after the Period of this Agreement.
- (e) Interest will accrue and be calculated on the daily balance outstanding and a 365 day year or 366 day in a leap year and will be payable as well after judgement as before. Interest will be debited to your account at monthly or at such other periodic rests as we in our absolute discretion shall decide. This means that if you do not pay the instalments on time the unpaid interest will be capitalised and you will pay interest on interest.
- (f) You will give to us a standing order or a direct debit

mandate allowing us to debit your account with the appropriate payments due to us hereunder. If there are insufficient funds in your account to meet any such direct debit or standing order you may be charged a reversal fee in accordance with our then current scale of fees.

- (g) In the event of any variation in the interest rate or surcharge interest rate applicable to the Loan, we shall give notice of such variation to you by:
  - (i) advertisement published in at least one national newspaper; or
  - (ii) a statement addressed to you. As a result of any change in the interest rate we will vary the amount of the instalments. We will notify you of this periodically.
- (h) Where the Bank has agreed to accept a deferral of the monthly repayments of the Loan for the period represented by the difference between the period of this agreement and the number of repayment instalments referred to in the "Important Information" provided in the Credit Agreement, the repayments on the Loan will be deferred from the date of drawdown until expiry of the deferral period as so represented and thereafter the repayments will be calculated over the remaining term of the Loan. The monthly accrued interest will be added to the principal on the last working day of the month in which the first monthly repayment, due after expiry of the deferral period, becomes payable and interest will accrue on the increased principal accordingly. The "Amount of Each Instalment" as set out in the "Important Information" has been recalculated so as to take account of the deferral.
  - (i) A statement of account, in the form of an amortisation table, is available on request and free of charge at any time throughout the duration of this Agreement.

## 6. Early Repayment:

You may, at any time, repay the whole or any part of the Loan early (i.e. in advance of the scheduled repayments) and all interest accrued (but unpaid) on the amount repaid up to the date of repayment. Except where you exercise your right to withdraw from the Agreement within the withdrawal period, you will also be required to pay an early repayment fee, currently €25. This fee may be changed by notice published in at least one national newspaper

## 7. Change in the APR:

The annual percentage rate of charge, or APR, as defined in the CCD Regulations, is designed to indicate the total cost of credit to the consumer on a percentage basis. It is measured

on the basis of circumstances prevailing at the date of issue of a credit agreement. The APR in this Agreement may change if the interest rate changes during the currency of the Agreement or between the date of issue of this Agreement and the drawdown of the Loan or if the interval at which interest is debited to your account changes.

## 8. Default:

If:

(a) you do not pay on time any amount due under this Agreement; or (b) you break any of the other terms or conditions expressed or implied of this Agreement or the terms and conditions of any security for the Loan or any other agreement with us; or (c) you give us false information in connection with this Agreement; or (d) you or any guarantor of the Loan commits an act of bankruptcy or is adjudged bankrupt or dies, then we shall have no obligation to advance the Loan and if the Loan has already been advanced, we may, having served on you a default notice in accordance with applicable law, demand immediate repayment of the Loan together with interest thereon and any other monies outstanding under this Agreement whereupon all such monies shall immediately fall due for payment. In addition, we may impose a surcharge rate of interest on the amount of the arrears, which will be debited and compounded in the same manner as the interest charge. The surcharge interest rate is currently 12% per annum (minimum €1.25) and this may change.

(b) WARNING: If you miss a repayment your account will go into arrears and you will be in breach of this Agreement. You may also be liable to surcharge interest as set out in Section (a) above. This may affect your credit rating.

## 9. Assignment:

You may not assign or otherwise transfer any of your rights or obligations hereunder. We may assign the whole or any part of the benefit of the Loan and this Agreement and any reference to us in this Agreement shall be deemed to include our assigns and successors who shall be entitled to enforce and proceed upon this Agreement in the same manner as if named herein. We shall be entitled to impart any information concerning you to any such assignee or successor or to any proposed assignee or successor of the Bank.

## 10. General:

(a) If there is more than one of you, your obligations under this Agreement shall be joint and several and the act or default of any one of you shall be deemed to be the act or default of all of you. We may release or grant time or indulgence to any of you without affecting our rights

against the other(s) of you.

- (b) No relaxation or indulgence which we may extend to you shall affect our rights under this Agreement.
- (c) No provision in this Agreement shall affect or be construed to affect your statutory rights under applicable law. In the event of any conflict between this Agreement and such rights, the latter shall prevail.
- (d) We may (but shall not be obliged to), transfer at any time(s), the whole or any part of any balance standing to the credit of any account(s) maintained by you with us to any debit balance on any other such account(s) including the Loan account regardless of whether such accounts are with different branches and/or are denominated in different currencies.
- (e) You shall pay on demand all costs and expenses incurred by us in enforcing or preserving or seeking to enforce or preserve our rights hereunder.
- (f) If any life or other policy of insurance stands as security for the Loan we may (but shall not be obliged to) pay any premium which is outstanding on same. If we do so we may debit your account with the expense we incur and you shall reimburse the same to us on demand together with interest thereon at the rate applicable to the Loan from the date we incur it to the date of actual repayment (as well after as before judgement).

## 11. Notices:

Any notice or demand under this Agreement may be served by us on you personally or by being left at or posted to your address last known to us. Any notice or demand so served shall be deemed to have been served on you (i) when served (if served on you personally); (ii) when left (if left at the above mentioned address) or (iii) two days after posting (if sent by post) and in proving service by post it shall be sufficient to show that the notice was properly addressed and posted notwithstanding that it was not in fact delivered or was returned undelivered.

## 12. Complaints:

In the event that you wish to make a complaint you may do so by contacting your local branch or by writing to the Customer Relations Department, permanent tsb, Churchyard Lane, Douglas, Cork. If you are still not satisfied you are entitled to take your complaint to the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.