

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

<p>Parties</p> <p>This is an agreement made between:</p> <p>FundingSecure Limited, (as agent and security trustee for the Creditors) Marlborough House, 45 Wycombe End, Beaconsfield, Buckinghamshire. HP9 1LZ ("we, us, our") A N Other ("you, your")</p>	<p>Credit Intermediary</p> <p>FundingSecure Limited Marlborough House, 45 Wycombe End, Beaconsfield, Buckinghamshire. HP9 1LZ</p>
<p>Financial details</p> <p>Amount of Credit</p> <p>Total Charge for Credit (consisting of)</p> <p>Interest @13% per annum</p> <p>Logistics Charge</p> <p>Monthly Fee @2.4% per month</p> <p>Loan term (months from the date of this agreement) 6</p>	<p>Important Information</p> <p><u>Missing Payments</u></p> <p>If you fail to make the Repayment it may have serious consequences. You may have to pay additional charges and it may be harder or more expensive to borrow again. You may lose the right to redeem the Security, which we may sell.</p>
<p>Charges</p> <p>Interest rate (per year)</p> <p>Monthly Fee (per month)</p> <p>Interest and fees will be calculated on a day to day basis on the balance outstanding from time to time under the agreement and will be added to the balance on the same day of the month as the repayment is due.</p> <p>APR</p> <p>The APR has been calculated on the assumptions that the agreement will last for its intended term, that we and you will comply with its terms and that the rate of interest will not change during the life of the agreement.</p> <p>The Monthly Fee will be charged on a pro-rata basis, based on the number of days there is a balance outstanding under the agreement.</p>	<p><u>Withdrawal</u></p> <p>You have a right to withdraw from this agreement, without giving any reason. The right starts on the day you sign the agreement and lasts to the end of the 14th day starting with the day after the day on which the agreement is made. You can tell us you want to withdraw in writing or orally by contacting customer services at the address shown above or on 0844 800 8468, giving details of this agreement. If you withdraw you must repay us the Amount of Credit. You must pay us without delay and, in any event, no later than 30 days after giving notice of withdrawal. You can pay us by cheque, direct credit or bank transfer to</p> <p>Account Name: FundingSecure Client Account</p> <p>Bank: Barclays Bank</p> <p>Account No.: 53807290</p> <p>Sort Code: 20-71-03</p>
<p>Repayments</p> <p>You will pay us one monthly Repayment of</p> <p>Repayment due on</p>	<p><u>Early repayment</u></p> <p>At any time before the Repayment is due you have a right to pay off some or all that you owe us. You must give us verbal or written notice that you wish to make earlier repayment and, in the case of full settlement, must tell us the date on which you wish to settle. You can contact us at the address shown for us above or on 0800 690 6568. For full settlement we will send you a statement setting out the amount that you owe. When you make a partial payment, we will firstly use it to pay any arrears, overdue interest or charges. The balance of the early repayment will be applied to reduce the term of the agreement. You may ask us to send you a statement.</p>
<p>Security</p> <p>This agreement is secured by a pledge over the following:</p>	
<p>Customer declaration</p> <p>You declare that:</p> <p>1) you have good and marketable title to the Security, free from all encumbrances; and</p> <p>2) you are not aged under 18.</p>	<p>IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS</p> <p>The Consumer Credit Act 1974 ("the Act") lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order. The Act also gives you a number of rights. In particular, you should read the NOTICE TO DEBTOR in your pawn receipt.</p>
<p>Important - use of your information</p> <p>Information about you and this agreement may be used by us for marketing other products. If you do not wish to receive such information please tick this box <input type="checkbox"/></p> <p>This agreement consists of the terms and statements of rights above, and the Terms overleaf.</p>	<p>This is a credit agreement. Sign it only if you want to be legally bound by its terms.</p> <p>Signature of Customer</p> <hr/> <p>Signed for and on behalf of FundingSecure Limited</p>

TERMS

1. Loss of Pawn-Receipt

- 1.1 This document serves as a pawn receipt.
- 1.2 If you fail to retain the pawn receipt, for example it is lost, stolen or otherwise mislaid, you shall give us immediate notice.
- 1.3 Such notice must be in writing and contain the contract number or other particulars sufficient to enable us to identify this agreement, and the Security, and must either be delivered to an individual acting on our behalf at our address given overleaf, in which case a receipt must be obtained, or sent by registered post or recorded delivery post to that address. If we require it, you must produce the receipt or proof of posting.
- 1.4 Notice will have been given only when it is received by or on our behalf.
- 1.5 We shall not be liable for any loss or damage which may be suffered in respect of the redemption by, and release of, the Security to any third party prior to our receipt of such notice as you have to give under 1.2 above where such third party is in possession of the relevant pawn receipt, or tenders a sufficient statutory declaration or statement in writing, such as to render the pawn receipt inoperative by virtue of the Consumer Credit Act 1974 ("CCA").
- 1.6 If you fail to retain the pawn receipt and wish to redeem the Security then, unless we expressly consent at the time to accept a statement in writing, we require you to make a statutory declaration in the prescribed form, irrespective of the amount of credit. Where a statutory declaration is made by you, you shall ensure that it bears the official stamp or seal of the person administering it. We shall not be obliged to allow redemption of the Security without such official stamp or seal.
- 1.7 If you fail to retain the pawn receipt, we may charge you for the issue of a statutory declaration or statement and for our reasonable administrative costs.

2. Extent of our duty of care and of our liability

- 2.1 The Security is held by us as bailee for value and as security trustee for the Creditors. We will take reasonable care of the Security but are not under an obligation to take any special care of the Security.
- 2.2 Our liability will be limited to any reduction in value in the Security (including total loss of its value) caused by physical damage to or the permanent loss of the Security, such value to be the market value of the Security at the time of this agreement.
- 2.3 We will not be liable in contract, tort (including negligence) or breach of statutory duty, or in any other way, and whatever the cause, for any other loss or damage, whether direct, indirect, consequential or otherwise (other than for personal injury or death resulting from our negligence or its fraud), including for:
 - 2.3.1 reduction in value in the Security (including total loss of its value) save as provided for in clause 2.2 above;
 - 2.3.2 loss of use of the Security;
 - 2.3.3 loss of profit or opportunity;
 - 2.3.4 loss caused by changes in market value;
 - 2.3.5 for loss to your business; or
 - 2.3.6 for loss caused by liability on your part to anyone else.

3. Failure to redeem at end of the loan term

- 3.1 Where the redemption period is six months and the Amount of Credit does not exceed £75, property in the Security will pass to us.
- 3.2 If you fail to redeem by the end of the loan term, interest and the monthly fee will continue to be charged at the rate specified until the amount due under this agreement is paid in full, either by the passing of property in the Security, its sale, redemption or other payment. Costs in connection with a sale of the Security may be incurred and these must be paid if the Security is to be redeemed before it is sold (see clause 4.5 below).

4. Sale of the Security

- 4.1 When the Security becomes realisable by us under the CCA, we may sell it either by public auction or by private treaty.
- 4.2 It is agreed between you and us that the true market value of the Security shall have been obtained if the Security is sold by us at public auction.
- 4.3 Where we sell the Security by private treaty, such sale may be effected at our premises or at any other trade premises which we may at our absolute discretion determine, and we shall be entitled to accept any reasonable offer for the Security according to the market conditions prevailing at the time of any such offer.
- 4.4 Where the Security comprises more than one item, the net proceeds of sale shall mean and refer to the net proceeds of sale of all the items for all purposes, including the purposes of the CCA. However, we shall not be obliged to sell the Security as one lot, or on one date, and the date of sale shall be the date of sale of the last item.
- 4.5 When the Security has become realisable, and prior to its sale, we may, at our discretion but at your cost, make such reasonable repairs or improvements to the Security as we deem necessary. We may deliver it to a third party approved by us to facilitate the sale of the Security, or any of it, or to try to achieve an improved sale price and the cost of that shall be a sum payable by you under this agreement.
- 4.6 We shall be entitled to include in the expenses deducted from the amount realised on the sale of the Security any costs reasonably incurred in connection with the sale, including the costs payable under 4.5 above.
- 4.7 As between you and us, you shall not in any circumstances be entitled to interest on any surplus which arises on the sale of the Security.

5. Enquiries by Police and surrender of the Security to Police

- 5.1 We are authorised to disclose to the Police all information we may have relating to you and/or the Security.
- 5.2 If the Police in any circumstances require possession of the Security, or any part of the Security, we are authorised, upon obtaining a proper receipt, to surrender possession of the Security or any part thereof to the Police.
- 5.3 Where we have surrendered any or all of the Security to the Police, the fact that the Police are in possession of it shall for all purposes be deemed reasonable cause for our refusal to deliver it to anyone entitled thereto.

6. Searches for the Security

We are not obliged to search for the Security at your request for purposes other than redemption. You will pay our reasonable charges for the time and cost incurred searching for the Security at your request at any time other than for the purposes of redemption.

7. Complaints

If you are not satisfied with our service, we have a written complaint handling procedure that you can use to resolve such matters, which is available on request. We are covered by the Financial Ombudsman Service. If you are still not satisfied after following our complaint handling procedures, you can ask the Ombudsman to review the complaint. You can find out more about the Financial Ombudsman Service in a leaflet available by contacting us. Alternatively you can write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SK or telephone 0845 080 1800.

8. Miscellaneous

- 8.1 You agree that, to the extent permitted by law, we may communicate with you for the purposes of this agreement electronically using the email address provided to us. Any notice or demand we send to you by email will be assumed to have been properly delivered at the time of the completion of transmission by us if sent before 8.00pm or at 8.00am on the next day if sent later. Any other communication will be assumed to have been properly delivered when given, if served on you personally, or left or sent by prepaid envelope addressed to you at your last known address. If sent by first class post it will be assumed to have been received by you 48 hours after posting. If you change your email or postal address you must tell us at once.
- 8.2 If at any time we allow any time for remedy of a breach, or if we otherwise do not insist upon our strict rights under this agreement, this will not restrict us from doing so in the future.
- 8.3 The supervisory authority for this agreement is the Financial Conduct Authority (FCA) of 25 The North Colonnade, London, E14 5HS.
- 8.4 We may assign or transfer all or any of our rights under this agreement which will not affect your liabilities or reduce your rights. You may not assign or transfer any of your rights under this agreement.
- 8.5 In the absence of any manifest error, our records will be deemed to be conclusive of the matters they record.
- 8.6 This agreement will be governed by the law of the country you are domiciled in at the date of this agreement, being England and Wales or Scotland.
- 8.7 If any term of this agreement is found not to be enforceable, it will not affect the enforceability of all the other terms.