

Terms and Conditions

These terms and conditions relate to the loan (the "Loan") described in the Agreement. Any expressions used in the Agreement have the same meaning in these Terms and Conditions.

1. We will not make the loan available to you unless we receive:
 - (a) the Agreement signed by you;
 - (b) the Deed of Assignment and the Guarantee and Indemnity (referred to in the Agreement), completed and signed; and
 - (c) Any other documents we may reasonably request (completed and signed where applicable). On signing the Agreement, you agree to repay the Loan by the monthly or weekly repayments and on the days specified in the Agreement.
2. By signing the Agreement, you agree that you will repay the Loan at the times and in the amounts set out under Key Financial Information section of the Agreement.
3. If you do not pay any amount to us, including any amount which becomes payable under clause 4 below, on the date required by this Agreement, we will charge interest on that amount at the rate and in the manner shown under "Other Financial Information" on the Agreement. Any such interest will be calculated from the date the amount falls due for payment until it is received by us and will be charged both before and after any judgment. We may also charge you for any costs and expenses incurred by us, including our administrative costs, and legal costs and expenses, when obtaining payment of any overdue amount.
4. If:
 - (a) You fail to pay on its due date any amount payable to us under this Agreement or under any other agreement with us; or
 - (b) You fail to comply with any of the other terms of the Agreement; or
 - (c) We discover that any information which you have provided to us in the course of obtaining the Loan (and on which we have relied when deciding whether to offer you the Loan or whether to exercise or not exercise any of our rights under the Agreement) is incomplete, inaccurate or untrue; or
 - (d) Any steps are taken by or against you for your bankruptcy or any proposal is made for a voluntary or other arrangement or composition with, or assignment for the benefit of, all or any of your creditors,

We may refuse to make the Loan available or, if you have already received the Loan, we may terminate the Agreement and/or demand repayment of the full amount you owe us. Before we do so, we will send you a default notice under the Consumer Credit Act.

5. You may at any time, by notifying us of your wish to do so, change from monthly to weekly repayments or from weekly to monthly repayments as applicable. If you change the frequency of your repayments, we will notify you of the new repayment amount and the date of your next repayment.
6. You may at any time repay all of the loan early. If you want to repay the loan early, please notify us and we will tell you the amount required to repay your loan.
7. As security for the Loan, interest and all costs, fees or expenses payable under this Agreement, you, with full title guarantee, convey, transfer and assign to us absolutely all of your right, interest and benefit (both present and future) in each and all of the policy(ies) listed under "Other Information" and all covenants relating to it/them and all powers and remedies for enforcing those covenants. Once all of the moneys you owe us under this Agreement have been repaid in full, we will re-assign the policy(ies) to you. In the event of your death, we will apply the proceeds of the policy(ies) first in repayment of amounts due to us under this Agreement.
8. If at any time we relax any of the terms of the Agreement, we will retain the right to enforce those terms strictly, and this will not affect our strict legal rights under this Agreement.
9. We will not be liable to you for any failure to perform our obligations under the Agreement due directly or indirectly to the failure of any machine, data processing system or transmission link, any industrial action or anything outside our control or our agents or sub-contractors.
10. If you leave service and repayments will no longer be made from your pay you must notify us immediately to arrange to switch to monthly payments made by Direct Debit.
11. You must notify us immediately of any change to your name or address. If you fail to do so, we will charge you for all costs and expenses we reasonably incur in tracing these.
12. This Agreement will only become binding on us when it is signed by us. It will be made on the day on which we sign it.
13. This Agreement will be governed and construed in accordance with the law of England and Wales.

