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**INT114**

Your Loan Account Number«NOLOANAGREEMENT»

**FIXED SUM LOAN AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974**

These are the terms of an agreement between

**Us,**

Bank of Scotland plc trading as Halifax of Personal Loans Service Centre, St Aidans Hall,  
Birchwood Drive, Brackenhill Business Park, Peterlee, Co Durham, SR8 2YQ

And

**You,**

**Your credit intermediary is:**

If you were introduced to us by **Moneysupermarket.com** or **Moneysavingexpert.com** your credit intermediary is **Moneysupermarket.com Financial Group Limited**

Moneysupermarket House, St. David's Park, Ewloe, Chester, CH5 3UZ

If you were introduced to us by **Gocompare.com** or **Comparethemarket.com** your credit intermediary is **Lovemoney.com Financial Services Limited**

2<sup>nd</sup> Floor, 112-116 Old Street, London EC1V 9BG

If you were introduced to us by **Money.co.uk** your credit intermediary is **Dot Zinc Limited**

The Castle, Cecily Hill, Cirencester, Gloucestershire, GL7 2EF

If you were introduced to us by **Credit Matcher** your credit intermediary is **Experian Limited**

The Sir John Peace Building, Experian Way, NG2 Business Park, Nottingham, NG80 1ZZ

If you were introduced to us by **uSwitch** your credit intermediary is **uSwitch Limited**

Notcutt House, 36 Southwark Bridge Road, London, SE1 9EU

If you were introduced to us by **TotallyMoney.com** your credit intermediary is **MI Money Limited**

142-146 Old Street, London, EC1V 9BW

# «NO LOAN AGREEMENT»

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## FINANCIAL TERMS

Amount of credit (loan)	£
Monthly repayment	£
Number of repayments	
Total amount payable	£
Duration of the loan in months	
Annual interest rate	% (fixed)
APR	%

Your first monthly repayment is due within 1 month from the day we provide the loan. We will offer you a choice of repayment dates. If you choose a date within 9 days of us providing the loan, your first repayment will be due on that date in the following month. The remaining repayments will be due on the same date each month, unless that is not a business day (see the Other Terms for more information).

## MISSING PAYMENTS

Missing payments could have severe consequences including for example: charges against the account, adverse effects on credit ratings which may make obtaining credit more difficult and possible legal proceedings against you. We may use funds in other accounts you have with us to repay the amount of the missed payment (see the Other Terms for more information). You may also have to repay the loan early. In very rare cases, we may seek a charging order against you which would allow us to be repaid out of the money you receive when you sell your home.

We charge interest at the annual interest rate on the amount outstanding on your loan. This means that if you do not make a repayment on time, we will charge interest on the amount unpaid and on any interest included on that amount.

Your account will be transferred to our Collections department if you fail to make the repayments due under this agreement.

# «NO LOAN AGREEMENT»

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We will charge you:

- a £ fee each time that your account is transferred to our Collections department;
- for our other losses or reasonable costs as a result of you breaking this agreement, including the costs of finding, notifying or contacting you and enforcing this agreement.

We will add these fees to the current account you have with us. If we are unable to apply these fees to your current account, or if you do not have a current account with us, these fees will be added to your loan.

## **RIGHT TO WITHDRAW**

We reserve the right to withdraw from this agreement if you do not provide the evidence of your identity that we ask for within 30 days of you signing this agreement; we cannot verify the information you provide to us; your circumstances are different to what you told us; or your circumstances change in a way which affects our decision to lend to you. This means that even after both you and we have signed this agreement we may not pay the loan to you.

You have a right under section 66A of the Consumer Credit Act 1974 to withdraw from this agreement without having to give any reason. The right to withdraw starts on the day after the agreement is made and ends 14 calendar days later.

To exercise your right to withdraw you must provide us with notification either orally or in writing. You may give us notice in writing to Personal Loans Service Centre, St Aidans Hall, Birchwood Drive, Brackenhill Business Park, Peterlee, Co Durham, SR8 2YQ or by telephone to 0345 604 7292. Notification to withdraw cannot be reversed and you will need to make a new application if you change your mind.

Daily Interest of £< is charged from the date of drawing down the loan to the date of repaying it.

You must repay the loan amount plus the interest that has been charged without delay and no later than 30 calendar days after giving notice of withdrawal. If you do not do so, we will take legal action to recover the outstanding loan amount, the interest payable, and our costs. If you use this loan to repay other debts, your withdrawal from this loan will not

# «NO LOAN AGREEMENT»

Bank Copy

cancel your repayment of the other debts and you must repay the full loan amount including any funds that you use to repay other debts.

Payments can be made either in branch or via the Personal Loans Service Centre. Debit card payments can only be made over the telephone by calling 0345 604 7292.

## OTHER KEY INFORMATION

If you have a complaint please write to our Customer Services Department, PO Box 761, Leeds, LS1 9JF or call us on 03457 25 35 19. If you are unable to resolve any complaint you may have against us after contacting our Customer Services Department you have a right to complain to the Financial Ombudsman Service. More information on the Financial Ombudsman Service can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you live outside the United Kingdom or if you prefer not to deal directly with the Financial Ombudsman Service you may be able to submit a complaint through the European Online Dispute Resolution Platform available at <http://ec.europa.eu/consumers/odr/>

The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS is the supervisory authority under the Consumer Credit Act 1974.

The Other Terms also form part of this Agreement. For your protection before signing this agreement please read the Other Terms. By signing this loan agreement you agree to be bound by the Other Terms and that your personal data may be used in the ways described in our Privacy Statement (see the Data Privacy Notice section of the Other Terms).

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.



Please tick the box (this will act as your electronic signature).

Date of signature:

# «NO LOAN AGREEMENT»

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By signing above, you confirm you have read and agree to the loan agreement (including the Other Terms).

Signed on behalf of Bank of Scotland plc

A handwritten signature in black ink, appearing to read 'Sara J Bayley', with a stylized flourish at the end.

Sara Bayley, Loans Director

Date:

## OTHER TERMS

1. AVAILABILITY OF LOAN
  - 1.1 After you have signed this loan agreement and clicked the “Agree and finalise” button we will carry out further credit and identity checks, and we may ask you for more information. Only when these checks have been completed to our satisfaction will we provide you with the loan. We can withdraw from this agreement if you do not provide the evidence of your identity that we ask for within 30 days of you signing this agreement or if we discover something about you or your circumstances that affects our decision to lend to you. This means that even after both you and we have signed this agreement, we do not have to pay out the loan to you. We will tell you if we decide that we are unable to provide you with the loan.
  - 1.2 We will pay the loan to your bank account nominated at the time of your application.
2. SERVICING YOUR ACCOUNT
  - 2.1 After the start of your loan you can register with us for Internet Banking, and you can choose to service your loan online and select the paperless option for

# «NO LOAN AGREEMENT»

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correspondence. With the paperless option, you agree that we may send you electronic communications, but in certain circumstances we may still service the loan and communicate using normal postal services for example due to your disability, your death, you have registered for Internet Banking and have unread documents in your secure inbox, you are not registered for Internet Banking or we are required by law to do so.

2.2 By choosing this loan you agree it is your responsibility to ensure your computer or mobile device must meet any reasonable requirements we may set and you must carry out your own regular virus checks.

## 3. APR AND INTEREST

3.1 It is assumed for the calculation of APR that the loan amount specified above is advanced to you in full on the date that the agreement is made and that you repay all the amounts as they fall due.

3.2 We calculate interest on the outstanding balance of the loan amount at the annual interest rate on a daily basis from the day we provide the loan until it is repaid. We add interest to the outstanding balance every month on the date you choose as your repayment date, whether or not a payment is due. If any default fee is added to the loan, simple interest calculated at the annual interest rate may be charged on any such default fee.

## 4. REPAYMENTS

4.1 You must make the repayments set out in the agreement by direct debit, or such other reasonable method we tell you, for example by transfer from a bank account held with us. Certain days of the month may not be available as repayment dates. If you choose a date which is unavailable we will ask you to select another date. If any repayment from you is due on a non-business day we will collect it on the next business day. This will affect the amount of interest you have to pay and we will take this in to account when we calculate your final repayment.

# «NO LOAN AGREEMENT»

Bank Copy

- 4.2 When you make a repayment we will apply the repayment first against any fees and other charges that have been added to your account, then to any additional interest that you owe because you have not made payments on time and finally towards repayment of the rest of your loan balance.
- 4.3 You may (up to two times a year) ask us to change your monthly repayment date by notifying us of the new date at least five business days before the change takes effect. We will change your direct debit payment dates to the date you choose, and we will not give you the normal advance notice for such a change. If we believe that it is in your best interests to change your monthly repayment date and your direct debit payment date we may do so and give you notice as provided in clause 9 of this agreement.
- 4.4 We may in future tell you that you can take a payment 'holiday' and how long it will be. You need not make your normal payments during the 'holiday' but we will continue to charge interest on your balance. So you will pay us more interest overall; the length of your loan will increase and so may the number of repayments. We will give you details before you take the holiday.

## 5. FULL & PARTIAL SETTLEMENT

- 5.1 You can give us notice at any time that you want to repay early some or all of the money you owe us under your agreement. You may give us notice in writing to Personal Loans Service Centre, St Aidans Hall, Birchwood Drive, Brackenhill Business Park, Peterlee, Co Durham, SR8 2YQ or by telephone to 0345 604 7292.
- 5.2 To repay early all the money you owe us under your agreement, including when you wish to refinance your existing loan, you must give us notice. You must pay us the full amount you owe us. We will tell you how much this will be if you ask us. To repay early all the money you owe us under your agreement, you must pay to us the total amount of your remaining payments under the agreement, less a rebate calculated in accordance with the Consumer Credit (Early Settlement) Regulations 2004. The rebate is a reduction in the charge for credit you've agreed to pay us and taking this into account, we will in effect charge you up to 58 days' interest.

# «NO LOAN AGREEMENT»

Bank Copy

- 5.3 To repay early part of the money owing to us under your agreement you must give us notice and make the partial repayment within 28 days of us receiving that notice. Alternatively, where you make a payment that you are not required to make under this agreement as a monthly payment, we will take this as notice that you wish to use that amount to partially settle the amount you owe us. The amount you owe us will be reduced by the amount of the repayment.
- 5.4 If you repay early part of the money owing the amount of your monthly payment will not change and you must continue to make your monthly payments as they fall due. The number of your repayments and the amount of your final repayment may vary.
- 5.5 You cannot redraw any early repayment.
- 5.6 Any full or partial settlement payment that is made on a non-working day will be processed on the following working day.

## 6. REPAYMENT TABLE

- 6.1 You can ask us for a free repayment table at any time. This table will set out details of the remaining payments you need to make and when they are due for repayment, together with a breakdown of each repayment showing how much will repay the outstanding balance and how much will pay interest and other charges.
- 6.2 You can receive this table by writing to Personal Loans Service Centre, St Aidans Hall, Birchwood Drive, Brackenhill Business Park, Peterlee, Co Durham, SR8 2YQ or telephoning 0345 604 7292.

## 7. DEFAULT AND ENFORCEMENT

- 7.1 We may demand repayment of the full amount you owe us (or we need not make the loan to you) if you:
- (a) repeatedly pay late;
  - (b) have lied to us, or we cannot verify what you have told us, in a way which affects our decision to lend to you;



# «NO LOAN AGREEMENT»

Bank Copy

- (c) seriously or persistently break this agreement;
- (d) have broken the terms of another agreement you have with us and as a result we have given you notice ending that agreement and we have reasonable grounds for thinking that you may not be able to continue making payments under this agreement; or
- (e) fail to pay, become insolvent, bankrupt or make a voluntary arrangement with (or agree a trust deed for) people you owe money to.

Before making any demand we will take all the steps we are required to take by law for your protection.

## 7.2 If you fail to make a payment on time:

- (a) If your payments are by direct debit we may represent the direct debit for payment on or about the seventh business day after the payment was due. We may also use your direct debit to collect any repayments outstanding from loans that you asked us to repay using the loan;
- (b) If your loan is transferred to our Collections department and your payments are by direct debit then within 30 days of when your payment was due we may represent your direct debit a second time;
- (c) If you have a current account with us we will debit any fee which you must pay us when your loan is transferred to our Collections department as explained above to your current account. We will tell you when we do this. If you do not have any available funds in your current account we will treat the addition of any fee as a request for an unplanned overdraft, or for the increase in your unplanned overdraft if you already have one, under the conditions which apply to your current account.

## 7.3 You authorise us to make repayments due to us under this agreement from current or savings accounts you have with us if you do not pay them on time yourself. We will only do this in line with any relevant guidance in a Code of Practice that applies to us, or as required by our regulator or another similar body.

# «NO LOAN AGREEMENT»

Bank Copy

7.4 If we owe you or agree to refund to you any money in connection with any payment, interest, fee or charge on your account, then we may use that money to reduce any arrears you owe under this agreement. If we intend to do this we will tell you when we offer to make a payment to you. We will also follow any relevant guidance in a Code of Practice that applies to us or as required by our regulator or another similar body.

## 8. GENERAL

8.1 You agree the purpose of the loan is not to acquire or retain property rights in land or in existing or projected buildings nor is it to repay debt secured on such property. The loan is not secured by any mortgage, charge, standard security or other security which you or anyone else have given, or give, under any other agreement.

8.2 You agree that after you have drawn down the loan we may transfer any of our rights and duties under this agreement to any person or business (including outside the European Economic Area) and we may disclose your Personal Information to such persons (and their advisers) in advance to help them prepare for a possible transfer. We may also allow them to use your Personal Information on the same basis as us after such a transfer. We may also arrange for any other person to carry out our rights or duties under this agreement. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected. "Personal Information" means the personal details you and others give us, and what we learn about you from running your accounts and any reference to "we" or "us" in this agreement includes anyone we transfer our rights or duties to.

8.3 You may not transfer any of your rights and duties under this agreement.

8.4 If on any occasion we do not strictly exercise our rights, we may still do so later on. We can delay in enforcing, or fail to enforce our rights under your loan agreement without losing them. We can still enforce our rights under your loan agreement even if we have given you a concession or we have waived any breach of your loan agreement. We may also accept part-payments made by you or a third party marked as 'payment in full' or with similar wording whether or not such part-payment is made ahead of time without losing our right to claim in full the total amount owing (less any

# «NO LOAN AGREEMENT»

Bank Copy

statutory rebate) unless we confirm to you in writing that we accept such part-payment in full and final settlement.

- 8.5 We are not liable if we are not able to carry out any of our duties under this agreement because of industrial action, data processing or transmission failures, or other events outside our reasonable control.
- 8.6 Your dealings with us both before and after this agreement and also the terms of this agreement shall be governed by the laws of Scotland if your address (as stated in this agreement) is in Scotland or by the laws of Northern Ireland if your address is in Northern Ireland; otherwise it will be governed by the laws of England and Wales.
- 8.7 Unless we agree otherwise, we will supply your loan agreement and otherwise communicate with you in connection with your loan in the English language.
- 8.8 We may choose not to exercise our rights under this agreement and give you a notice which expressly refers to this clause and specifies the right we will not exercise. You can rely on that notice as a variation to the terms of this agreement. If on any occasion we do not strictly exercise our rights and we do not give you a notice in relation to this under this clause, we may still exercise our rights later on.
- 8.9 If you are more than one person, each of you is jointly and individually responsible for complying with this agreement and for making any payments due under this agreement. Each of you may give us instructions under this agreement.
- 8.10 All notices under this agreement must be in writing, unless otherwise stated.
- 8.11 By signing the loan agreement you agree we may send you SMS text messages when we consider it appropriate containing administrative information about your loan. You can ask us to stop sending these messages at any time.

## 9. CHANGES TO YOUR LOAN AGREEMENT

9.1 Subject to clause 9.2 we may change any of the terms of your loan agreement except; the amount of credit (the loan) and the annual interest rate.

9.2 We can change a term under clause 9.1 if one of the following reasons applies:

# «NO LOAN AGREEMENT»

Bank Copy

- (a) We believe that it is in your best interests to do so; or
- (b) To reflect changes to the law or codes of practice, a decision or recommendation made by, or a requirement of a court, ombudsman, regulator or similar body; or
- (c) To reflect changes to the way we look after your loan account, or personal loan accounts generally (including changes to the technology we use) because of the steps we have taken to modernise or improve our systems for managing those accounts or reasons outside our control; or
- (d) We take over, take control or acquire another bank or organisation offering similar services or we are taken over or our business is acquired by another bank or organisation offering similar services and the change will allow us to use the best systems available for managing personal loan accounts generally and or so our customers and customers of the other bank or organisation are treated in a similar way if they are in similar categories. Where we refer to 'changes' above we mean changes we know will happen or we reasonably believe will happen, or changes which have already taken place.

9.3 If we decide to change a term under condition 9.2 we will tell you in writing at least 7 days before the change.

9.4 We may vary any fee or charge (other than the interest rate), or introduce new charges under this agreement to reflect a change in our administrative costs by giving you at least 30 days' notice, unless the change is not to your disadvantage, in which case we may make the change immediately and tell you within 30 days.

9.5 We will give your loan agreement an account number to help with its administration and we may change the account number at any time if we have a good reason.

## 10. DATA PRIVACY NOTICE

10.1 It is important that you understand how the personal information you give us will be used. We strongly advise you read our Privacy Statement which you can find at [www.halifax.co.uk/SecurityandPrivacy/privacy.asp](http://www.halifax.co.uk/SecurityandPrivacy/privacy.asp) or you can ask us for a copy. By

# «NO LOAN AGREEMENT»

Bank Copy

signing the loan agreement, you agree to your personal information being used in the ways we describe in our Privacy Statement.

## INFORMATION ABOUT US

The creditor is Bank of Scotland plc which is a company registered in Scotland No.SC327000 and is part of Lloyds Banking Group plc. More information on the Lloyds Banking Group can be found at [www.lloydsbankinggroup.com](http://www.lloydsbankinggroup.com)

The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS is the supervisory authority under the Consumer Credit Act 1974. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628. We adhere to The Standards of Lending Practice which are monitored and enforced by the LSB: [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

There may be other costs or taxes imposed by third parties in connection with this loan, however, we are not aware of any. If any taxes so apply to you as a result of entering into this agreement you must account for them yourself.