



TERMS AND CONDITIONS

1. The agreement

The agreement consists of the document signed by you and us, and these Terms. It is made on the date we sign it.

2. Loan and Repayment

2.1 We shall provide the credit once we have received the guarantee and indemnity, signed by the Guarantor and you have signed the agreement and returned it to us, by sending payment to the bank account of the Guarantor. You agree that we may pay the credit to the Guarantor.

2.2 You will repay the Amount of Credit, together with Total Charge for Credit shown by Repayments and at the times shown.

2.3 You make your first repayment one month after the loan has been paid out, and monthly on the same date of each month thereafter.

2.4 You can ask us to change your monthly payment date at any time. We retain the absolute right to accept or refuse to alter the date. If we want to change the monthly payment date we will notify you at least two months prior to the change (unless you agree to us making the change).

3. Default charges

3.1 If you fail to pay any Repayment by its due date we may, require you to pay us interest at the rate stated on any overdue amount, from its due date until its receipt by us, after as well as before any judgment.

3.2 Our other charges which may be payable under this agreement are:

3.2.1 Any payment not made by debit card £12;

3.2.2 Late payment charge £12;

3.2.3 Arrears letter charge £12;

3.2.4 Unpaid cheque/debit card £12;

3.2.5 Trace fee £50;

3.2.6 Collections telephone call £5; and

3.2.7 Transfer of your account to debt recovery agents £30.

3.3 We may also charge you our reasonable costs and expenses that we incur under this agreement.

4. Default and Termination

After serving a default notice and allowing you to time to remedy the breach, we shall be entitled to demand that you repay immediately the whole of the balance then outstanding less any rebate to which you are entitled if:

4.1 you shall fail to pay any Repayment or other sum due under this agreement on the due date; or

4.2 if we become aware that any information provided by you before entering into this agreement, was false in a material respect; or

4.3 you shall become bankrupt or be unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent; or

4.4 if you make arrangements with your creditors, if a proposal for a voluntary arrangement relating to you is presented or made (or, in Scotland, if you grant a trust deed for the benefit of your creditors) or if you become bankrupt; or

4.5 if you die.

5. Other important information

5.1 At any time throughout the duration of this agreement you have a right to receive a statement, free of charge, in the form of a table, which will show the amount of each Repayment which still remains to be paid, the date on which each is due and any conditions relating to the payment of a Repayment. A breakdown of each Repayment will be provided showing how much is made up of capital, interest and any other charges.



5.2 If you have a complaint about this agreement or the goods or services financed by it which you are unable to resolve with us then you have a right to refer it to the Financial Ombudsman Service by writing to them at South Quay Plaza, 183 Marsh Wall, London, E14 9SR or to the Consumer Credit Trade Association by writing to them at Suite 4 The Wave, 1 View Croft Road, Shipley, West Yorkshire, BD17 7DU.

5.3 The supervisory authority under the Consumer Credit Act 1974 is the Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.

6. Other terms

6.1 We may assign our rights under this agreement but this will not reduce your rights under it. You may not assign your rights in this agreement to anyone.

6.2 If at any time we allow any time for remedy of a breach or show any indulgence, or if otherwise we do not insist on our strict rights under the agreement, then this will not prevent us from insisting on our strict rights on another occasion.

6.3 If any term in this agreement shall not be enforceable, it will not affect the enforceability of all other Terms.

6.4 This agreement will be governed by English law unless you live in Scotland or Northern Ireland when this agreement was made in which case Scottish or Northern Irish law, respectively, will apply.

6.5 You shall notify us in writing of any change in your address within 7 days.

6.6 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.

7. Continuous Payment Authority

7.1 When taking out the agreement we will ask you to give us a continuous payment authority so that we can collect payments falling due under the agreement from you. Payments will be charged to the debit card to which the authority relates.

7.2 The payments we may collect using the authority can include default fees and other charges falling due under the agreement. Other than set out below, we will not attempt to collect a payment, or part payment, unless we agree this with you at the time.

7.3 You can cancel the authority by either contacting us on 01225 941 941 or by contacting the debit card provider. If you do contact your debit card provider, then you should tell us. If you cancel, you will remain liable for all sums due under the agreement and will have to pay by some other method.

7.4 The way in which we will use the authority is as follows.

7.4.1 On the repayment date, we will make a number of attempts to collect the repayment until such time as we are able to collect the full amount due.

7.4.2 If we are unable to collect the full repayment on the due date, then we will use the authority twice on the next day to attempt to collect the full repayment. We will also contact both you and your Guarantor by telephone, SMS text message or email regarding the missed payment.

HOW WE USE YOUR INFORMATION

1. We will use your information to: process loan applications submitted by you; manage your account(s) with us and to send you statements; provide our services to you; contact you in relation to other products and services; and undertake research, assessment and analysis (including credit and/or behaviour scoring, market research, assessment and analysis) to enable us to develop and improve our services to you and other customers and to protect our interests.
2. We will securely store and process your information on our computers and in any other way we need to so that we can carry out the activities in paragraph 1 above.
3. By "your information" we mean personal and financial information about you that we: obtain from you or from third parties, such as credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations; or learn from the way you use and manage your account(s) with us (including from the transactions and payments made to your account with us).
4. We will monitor and/or record telephone calls from and to you in the interests of customer service and for training purposes.



5. We may give your information to: any person guaranteeing your obligations under this agreement; our funders; any third party who introduces you to us; any party to which we assign our rights; credit reference and fraud prevention agencies; people who provide a service to us or act on our behalf, on the understanding that they will keep the information confidential. If they are located in another country (which may be outside the European Economic Area) we will make sure that they agree to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purpose of providing the service to us or any third party who introduced you to us so that they can contact you and for their own accounting and administration purposes; and anyone to whom we transfer or may transfer our rights and duties under this agreement.
6. We may also give out information about you if we have a duty to do so or if the law requires or allows us to do so.
7. If you agreed to us and third parties contacting you about other products and services during the application process but later decide you no longer wish to receive such communications then please email us at info@georgebanco.com or call us on 01225 941 941 to change the consents you have given. Most messages we send to you will also explain how you may change the consents you have given.
8. When you apply for a product from us you confirm that all the information you have given to us is true and complete. We will make checks with credit reference agencies and fraud prevention agencies such as assessing your application for credit and following approval of your application, we may also make periodic searches at credit reference agencies and fraud prevention agencies to enable us to manage your account with us. Although these further searches will be added to your credit record, they will not be shared with others. Law enforcement agencies may also access and use this information. When credit reference agencies receive a search from us they will add details of our search and your application to your credit records that may be seen by other lenders. A large number of applications within a short period of time could impact your ability to obtain credit. We will use a credit scoring or other automated decision-making system when assessing your application. Credit reference agencies supply to us public information (including the Electoral Register), shared credit information and fraud prevention information.
9. Once you have an account with us, we will give details of your account(s) and how you manage it/them to credit reference agencies. If you borrow from us and do not repay in full and on time, or otherwise break the terms of your agreement with us, we will register such information with credit reference agencies who will record the outstanding debt. This information may be supplied to other organisations by credit reference agencies and fraud prevention agencies to perform similar checks and to trace your whereabouts and recover debt that you owe.
10. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to by emailing info@georgebanco.com. Law enforcement agencies may access and use this information.
11. We and other organisations may also access and use this information to check your identity and to prevent fraud and money laundering, for example, when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; tracing debtors and recovering debt; and for any other purpose for which you give your agreement.
12. You have the right to ask us not to process your personal data for marketing purposes. You can exercise your right to prevent such processing at any time by writing to us, by sending an email to info@georgebanco.com or by telephone by calling 01225 941 941. You also have the right to access information that we hold about you for a small fee. You can also request details of the credit reference and fraud prevention agencies we use by contacting us using the details above.