

MONEYWISE CREDIT UNION LIMITED

TERMS OF LENDING

1 Definitions

"We/Us" means Moneywise Credit Union Ltd.

"You" means the customer's name as set out in the agreement.

2 Loan

We will lend the amount of credit as set out in the agreement

3 Payments

- a) You agree to pay the payments shown in the agreement to us by Direct Debit or such other payment method as we may, at our discretion, allow.
- b) Any advance payment (deposit) must be paid to the Supplier before this agreement is made.
- c) You may make extra payments at any time. Payments by credit card are not permitted. There is no charge for making extra payments.

4 Default Interest

Unless the APR shown overleaf is 0%

- a) We may charge you default interest at the Interest rate on any sum which is not paid by the date it is due. We may charge default interest for each day from when the sum was due until the day it is paid.
- b) Interest can be charged before and after a court judgement which may be taken out against you.

5 Early settlement

You can settle this agreement early at any time, in full or in part, by paying us some or all of the amounts you owe us. We will take account of any rebate you may be entitled to under the Consumer Credit Act 1974. If you wish to settle your agreement in part you must tell us. Your payments will stay the same but we will reduce your last payment and/or the duration of the agreement by adjusting the number of payments, depending on the amount you repay early.

6 Default

We can demand, after the expiry of proper notice, immediate payment of the unpaid balance of the total debt in the following circumstances:

- a) If you fail to pay any payment on its due date
- b) if any information about you which you provide proves significantly incomplete or inaccurate
- c) if without our consent you cancel or do not complete a valid payment instruction

7 Supplier

Where this agreement is for goods/services provided by a supplier, you authorise us to pay the Amount of Credit to the Supplier as soon as the goods/service have been supplied or to inform the Supplier if we refuse to enter into this agreement.

8 Our expenses

- a) You must pay our reasonable expenses and those of our agents (including legal costs) for taking steps, including a personal visit or court action, to recover any payment due under the agreement.
- b) If any payment becomes overdue by 60 days or more, we will transfer your account from our collections department to our debt recovery team (or a third party debt recovery agent) and charge you the amount stated under the heading "Charges" as set out in the agreement.
- c) We may vary the charges payable under this agreement by giving you reasonable notice.

9 Information about you

- a) You must notify us in writing of any changes of address.
- b) You must pay, us on demand, the amount of any reasonable expenses or costs incurred as a result of any misleading or inaccurate information given in connection with this agreement or if you fail to notify us of any change of address and we have to trace your address.

10 Allocation of payments

If any payment you make to us is insufficient to pay off the amount due to us we will allocate such payment against the different types of transaction which make up the amount due to us in the following order:

- a) any arrears on your account
- b) any additional expenses and charges due under clauses 3c), 4), 8) or 9b) above
- c) the monthly payment due on your account.

11 Relaxing the terms of the agreement

If we temporarily relax the terms of the agreement, for instance by giving you more time to pay, we may at any time decide to enforce the terms more strictly again. Our rights under the agreement will not be affected as a result of any such concession.

12 Assignment

We may assign or transfer our rights under the agreement. If we do so your rights under the agreement will not be affected.

13 Making of agreement

- a) If you signed this agreement at an outlet of the Supplier or at one of our offices, then the signing of this agreement on our behalf does not constitute our acceptance of its terms until we have completed satisfactory credit and identity checks. If the results of such checks are not satisfactory we may decline your application. We will advise you when we accept your application and the agreement is made.
- b) If the agreement was sent to you on our behalf, then the agreement will only become binding on us when it is signed by you. It will be made on the date on which you sign.

Important - Your Personal Information: Credit decisions and also the prevention of fraud and money laundering.



We may use credit reference and fraud prevention agencies to help us make decisions. What we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in our leaflet called: A Guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies

This leaflet is available on request at our main offices, or on our website at www.moneywise.org.uk

By confirming your agreement to proceed you are accepting that we may use your information in this way.