

Monthly Payment Facility

BRITISH INSURANCE BROKERS' ASSOCIATION



Premium Credit is pleased to offer you a monthly payment facility, which allows you to spread the cost of your BIBA Membership fee, with an interest charge of 2.9%.

Simply complete the attached agreement and return it to BIBA.

Please call **0844 736 9836** if you have any questions relating to the completion of this agreement.

BIBA Membership fee to be funded:	£	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	A
Interest 2.9 % of A:	£	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	B
Total to be paid over 10 months (A+B):	£	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	C
Monthly payment: (Divide C By 10):	£	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	D

8.0% APR fixed

WRITTEN QUOTATIONS
AVAILABLE UPON REQUEST

**PLEASE COMPLETE
THE TABLE TO
CALCULATE YOUR
MONTHLY PAYMENT**

Simple steps to fill in the agreement

Please write firmly in capitals with black ink enabling your details to copy through to the pages behind

- 1 Overleaf, in the sections entitled "CUSTOMER DETAILS" write your firm's name, address, telephone number and your contact name and position.
- 2 In the next section entitled "THE AGREEMENT" please enter the amount of the BIBA Membership fee in the boxes against "Loan Amount". You should also enter in the boxes against "Total amount payable" the BIBA Membership fee plus the "INTEREST" as shown in boxes C in the above table. Enter your payment amount as shown in boxes D above.
- 3 In the section entitled "DETAILS OF BIBA" enter the date 01.01.12 and your BIBA Membership number, without this Premium Credit will be unable to tell BIBA which Member's fee it is funding.
- 4 Sign and date the signature box on the "ORIGINAL AGREEMENT".
- 5 In the section entitled "INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT", write the name of the Bank/Building Society, the name in which the account you wish to pay from is held, the bank sort code and account number.
- 6 Remove the "ORIGINAL AGREEMENT" and send it to Membership Department, 'BIBA, 8th Floor, John Stow House, 18 Bevis Marks, London, EC3A 7JB.
- 7 This page, the Pre-Contractual Explanations and the Customer Copy are for your records and should be retained by you.

USER GUIDE

Enter your firm's name, address, contact name, contact position and telephone number.

Please leave blank

Enter your BIBA Membership number

Membership fees due as advised by BIBA.

Loan Amount as shown in box A on the front of this agreement.

Enter the Loan amount plus the interest as shown in box C on the front of this agreement

Enter the monthly payment as shown in Box D on the front of this agreement.

Please leave blank

Interest as shown in box B on the front of this agreement.

Your signature

Date of Signature

Enter Bank Details

Premium Credit Limited
FIXED SUM LOAN AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

Credit provider
 Premium Credit Limited Premium Credit House, 60 East St., Epsom, Surrey, KT17 1HB
 and any person our rights and duties may be transferred to ('we', 'us', 'our')

Customer Details
 Firm Name: _____ Address: _____ Postcode: _____
 Contact name: _____ Position: _____
 Telephone: _____ Premium Credit Ref No. C _____

Details of BIBA
 Name: BIBA, Membership Department, 8th Floor, John Stow House, 18 Bevis Marks, London, EC3A 7JB
 Scheme code: _____ BIBA's Membership Number: _____ Invoice Date: _____

1. The Agreement
 Loan Amount: _____ Duration of Agreement 10 months
 Total Amount Payable: £ _____
 being the amount of the loan of £ _____ plus interest of £ _____; This total amount payable is based on the same assumptions as we use for calculating the APR (see clause 2 below).
 Your first payment will be: £ _____
 Followed by 9 Monthly Payments of £ _____

SERVICE DETAILS (INCLUDING VAT)
 Fees due to BIBA £ _____

2. Rate of Interest and APR
 The Interest Rate under this Agreement is 8.0% p.a. (fixed). Interest is calculated at the start of the Agreement and is applied equally over all instalments.
 8.0 % APR (fixed). This is calculated on the assumptions that:
 • this Agreement will not end before expiry of the term specified in clause 1;
 • you pay the Monthly Payments by Direct Debit on their due date; and
 • the Interest Rate and Fees will not change.

3. Charges
 Under this Agreement you will be subject to the following charges:
 • £12.00 for each payment that you make otherwise than by Direct Debit, such charge to be applied to your Account on the day payment is received by means other than by Direct Debit;
 • £25.00 for any dishonoured Direct Debit – such charge to be applied to your Account on the day on which a request for payment is returned unpaid;
 • all our reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by us enforcing our rights under this Agreement; and
 • all our reasonable fees and charges to cover our administration costs arising out of your request for any document (unless we are not legally entitled to charge you such amounts).
 We may (but shall not be obliged to) debit the Account with any amount referred to in this clause 3 which is not paid by its due date. Any such amount must be paid in full with the next payment collected after its due date.

4. Before signing this Agreement
 To enter into this Agreement you must be over 18 years old and resident in the UK.
 Before signing this Agreement you should carefully read the Terms and Conditions set out in this Agreement and, in particular, clauses 3 (Charges), 11 (Rights of withdrawal), 10 (Missing payments), 17 (General), 18 (Authorisation by you), 19 (When the Act does not apply), and 20 (Data protection).
 The Terms and Conditions apply to and form part of this Agreement. By signing this Agreement you acknowledge that you have read and agree to the Terms and Conditions. This Agreement is made on the date you sign it. Where you are a partnership or company, the signatory confirms that he/she is an authorised signatory.
 Please note: the Act only applies if you are an individual or a partnership of up to three partners. If you are obtaining credit of more than £25,000 for business purposes, most of the Act does not apply. Please refer to clause 19 for further information about this. If you are an individual or a partnership of up to three partners, the amount of credit exceeds £25,000 and you are entering into this Agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by you the Business Exemption Declaration below applies.

5. Business Exemption Declaration
 Declaration for exemption relating to businesses (sections 16B and 16B(1) and (2) Consumer Credit Act 1974)
 I am/We are entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*.
 I/We understand that I/We will not have the benefit of the protection and remedies that would be available to me/us* under the Consumer Credit Act 1974 if this agreement were a regulated agreement under that Act.
 I/We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the creditor and the debtor is unfair to the debtor.
 I am/We are aware that, if I am/We are in any doubt as to the consequences of the agreement not being regulated by the Consumer Credit Act 1974 I/We* should seek independent legal advice.
 *Delete as appropriate.

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.

Signature(s) of Customer(s) _____ Date of signature _____

Signed on behalf of Premium Credit Limited of 60 East Street, Epsom, Surrey, KT17 1HB Registered in England 2015200 Date of signature _____

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT
 Please fill in the whole form using a ball point pen:
 Premium Credit Ltd, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB Service user number: 948263
 Name and full postal address of your Bank or Building Society Reference _____
 To the Manager Bank/building society _____
 Address _____ Postcode _____
 Name(s) of account holder(s) _____
 Bank/building society account number _____
 Branch sort code _____
 Banks and building societies may not accept Direct Debit Instructions for some types of account

The Direct Debit Guarantee
 • This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
 • If there are any changes to the amount, date or frequency of your Direct Debit, Premium Credit Ltd will notify you 8 working days in advance of your account being debited or as otherwise agreed. If you request Premium Credit Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
 • If an error is made in the payment of your Direct Debit by Premium Credit Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
 • If you receive a refund you are not entitled to, you must pay it back when Premium Credit Ltd asks you to.
 • You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify Premium Credit.

ORIGINAL AGREEMENT

BIBA non-recourse CCA DCS fixed sum 16 09 11 v2.0/8/634

DIRECT Debit

BIBA

It is important that you read these pre-contractual explanations for the Premium Credit finance agreement carefully. You should also read the pre-contract credit information provided with the credit agreement. They explain the key features of the credit agreement to help you decide whether our product is suitable for your needs and financial situation.

1. What the loan is for

The credit agreement can only be used to finance Membership Fees and any other amounts payable in relation to the Membership arranged through the British Insurance Brokers' Association ("BIBA").

2. Payments

You will have to pay a monthly payment of £ . This is calculated by dividing the loan amount and the interest by 10.

The interest rate under the credit agreement will be 8.0% p.a. (fixed). If there is a facility fee to pay this will be collected with your first payment by Direct Debit.

The APR is 8.0% (fixed).

We will charge £12.50 for each payment made by any method other than by Direct Debit.

We may pay a commission to BIBA for introducing you to us.

3. Features of the credit agreement that you should be aware of

In assessing your application we may search the information a credit reference agency holds about you. The credit reference agency will add details of the search to their records whether or not the application for credit proceeds. This and other information may be used to make credit decisions about you and to undertake checks for the prevention and detection of money laundering.

We may charge you default interest at the same interest rate as your credit agreement on any amount payable under the credit agreement (including the outstanding balance) which is not paid by its due date to accrue after as well as before any judgment. We may debit your account with us with the default interest we refer to if it is not paid by its due date.

4. Consequences of non-payment

Failing to make a payment when it is due is a breach of the terms of the credit agreement and we will take action to recover this amount from you. It may result in cancellation of the credit agreement and any membership which is financed by the credit agreement.

In addition you will be charged:

- £35.00 each time a Direct Debit from your account is returned unpaid; and
- all our reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by us enforcing our rights under the loan.

Missing payments could have severe consequences including, for example, legal proceedings being taken against you (such as administration orders, bankruptcy proceedings or attachment of earnings or similar) and making it more difficult to obtain credit in future. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application).

If you fail to repay what is owed we may obtain a judgment from the court. This is often called a CCJ and is likely to make it more difficult to obtain further credit. We may be able to apply to the court for a charging order on any property you own to enforce any judgment made against you which you do not pay. A charging order on a property normally means that what you owe must be paid out of the sale proceeds when you sell the property. In exceptional cases, enforcement could lead to steps being taken to repossess and sell the property to pay what you owe.

5. Right of withdrawal

You have the right to withdraw from the credit agreement before the end of 14 days beginning with whichever is the later of the following:

- the day after the day on which the credit agreement is made; or if later
- the day on which you receive our terms and conditions and all required information or on which we inform you the agreement has been executed in identical terms to the copy provided to you.

To exercise this right you must notify us by writing to us at Operations Centre, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB or calling 0844 736 9836.

You must pay the whole balance in full without any undue delay and no later than 30 days after notifying us you wish to withdraw from this Agreement. Interest will accrue daily from the date the credit was provided until the date the Outstanding Balance is repaid at the rate of interest specified in 2 above. Payment must be by debit or credit card over the phone by calling the number provided above or by cheque made payable to Premium Credit Limited sent to the Accounts Department at the address above.

If you exercise your right to withdraw from the credit agreement you will need to find alternative means to pay for the Membership paid for by the credit agreement or there is a risk that the Membership may be cancelled.

6. Get more information

If you think of anything you'd like to ask please contact us or Premium Credit on 0844 736 9836.

You may also wish to take advice from an independent financial adviser, charity (for example, Citizens Advice) or not-for-profit organisation.

PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information)

1. Contact details

Creditor. Address.	Premium Credit Limited Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB
Credit intermediary. Address.	BIBA 8th Floor, John Stow House, 18 Bevis Marks, London EC3A 7JB

2. Key features of the credit product

The type of credit.	This is a fixed sum credit agreement for the payment of Membership Fees. You can only use it to pay Fees and associated costs in relation to the Membership arranged for you by BIBA.
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	If your application is accepted, the total amount of credit will be £ <input type="text"/>
How and when credit would be provided.	If your application is accepted, the Loan Amount will be paid to BIBA and we will debit your Account with the Loan Amount and interest.
The duration of the credit agreement.	The credit agreement is for 10 months.
Repayments. Your repayments will pay off what you owe in the following order.	Your first payment will be £ <input type="text"/> followed by 9 monthly payments of £ <input type="text"/> . Your repayments will pay off your Monthly Payment first, then default charges, other costs, charges, and expenses.
The total amount you will have to pay. This means the amount you have borrowed plus interest and other costs.	The total amount you will have to pay is £ <input type="text"/> being the Loan Amount including Interest. This total amount payable is based on the same assumptions as we use for calculating the APR.

3. Costs of the credit

The rates of interest which apply to the credit agreement	The Interest Rate under the credit agreement is 8.0 % p.a. (fixed)
Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	The APR is 8.0 % (fixed). The APR is calculated on the assumptions that: <ul style="list-style-type: none">the credit agreement will not end before expiry of the term specified in clause 2you pay the Monthly Payments by Direct Debit on their due date; andthe Interest Rate will not change
Related costs	
Charge for using a specific payment method.	We will charge £12.50 for each payment made by any method other than by Direct Debit.
Any other costs deriving from the credit agreement.	You must pay our reasonable fees and charges to cover our administration costs arising out of your request for any document (unless we are not legally entitled to charge you such amounts).
Costs in the case of late payments.	We will charge you £35.00 each time you miss a payment or a Direct Debit from your account is returned unpaid for any reason. We may charge you default interest at the Interest Rate on any amount payable under this Agreement (including the outstanding balance) which is not paid by its due date, to accrue after as well as before any judgment.
Consequences of missing payments.	Missing Monthly Payments could have severe consequences including, for example, legal proceedings being taken against you (such as administration orders, bankruptcy proceedings, attachment of earnings or similar) and making it more difficult to obtain credit in future. We may take account of your payment history when assessing any future application for credit with us. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application). If you fail to repay what is owed we may obtain a judgment from the court. This is often called a CCJ and is likely to make it more difficult to obtain further credit. Except in Scotland, we may be able to apply to the court for a charging order on any property you own to enforce any judgment made against you which you do not pay. A charging order on a property normally means that what you owe must be paid out of the sale proceeds when you sell the property.

4. Other important legal aspects

Right of withdrawal.	You have the right to withdraw from the credit agreement before the end of 14 days beginning with the day after the day on which the credit agreement is made or if later, the day after the day on which you receive our terms and conditions and all required information or on which we inform you the agreement has been executed in identical terms to the copy provided to you.
Early repayment.	You have the right to repay your credit early at any time in part or in full.
Consultation with a Credit Reference Agency	If we decide not to proceed with your application on the basis of information from a credit reference agency, we will tell you that we reached our decision on that basis and provide you with details of that credit reference agency.
Right to a draft credit agreement	You have the right, upon request, to a copy of the draft credit agreement free of charge, unless we are unwilling at the time of your request to proceed to the conclusion of the credit agreement with you.
The period of time during which the creditor is bound by the pre-contractual information	There is no period of time during which we are bound by this pre-contractual information

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number.	Our consumer credit licence number is 0623577. We are a private limited company registered in England (company number: 2015200). Our registered office is at Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB
The supervisory authority.	The Office of Fair Trading of Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement. The law applicable to the credit agreement and/or the competent court. Language to be used in connection with the credit agreement.	English law governs our pre-contractual relations. English law will apply to the agreement. The relevant courts in the United Kingdom shall be the competent courts for the purposes of the credit agreement. The contractual terms and all communications with you will be in English.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	If you have a complaint, please write to us at Quality Control, Premium Credit Ltd, Premium Credit house, 60 East Street, Epsom, Surrey, KT17 1HB We have procedures in place which will make sure we handle your complaint fairly and quickly, but if you are not satisfied with the outcome of your complaint, you can write to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

TERMS AND CONDITIONS

6 The Agreement

The purpose of this Agreement is to finance the Fees or other amounts for business purposes in relation to the Membership provided by BIBA.

7 Your Account and how we will provide you with credit

We will set up an Account in your name under this Agreement and debit the Total Amount Payable from this Account on the date we advance the Loan Amount to you.

We will advance the Loan Amount to you by paying the Loan Amount directly to BIBA.

We may, but shall not be obliged to:

- debit any default interest and Fees; and
- credit all payments;

made under this Agreement to the Account.

The making of payments to us under this Agreement does not mean or imply that any Membership is being provided.

8 Timing and amount of payments

We may vary the Monthly Payment to take account of any rebate or reimbursement of any Fees incurred under this Agreement to achieve repayment by the remaining Monthly Payments by giving you 7 days notice in accordance with clause 21.

Unless otherwise permitted by us, you must pay the Monthly Payments by Direct Debit from the bank account specified in the Direct Debit Instruction in this Agreement or from such bank account as you or BIBA on your behalf, specify from time to time. You must ensure that all Direct Debits are paid when presented for payment.

If you have two or more agreements with us, we may decide to apply any Monthly Payment or other sum received from you towards the discharge of any amounts due under those agreements in such proportion as we think fit. This does not affect your right under section 81 of the Act where you have two or more agreements with us and make a payment that does not cover the total amount then due. In that situation you may choose to apply your payment to one agreement or to both agreements in such proportions as you think fit.

9 Interest for late payments

We may charge you default interest at the Interest Rate on any amount payable under this Agreement (including, without limitation, the Outstanding Balance) which is not paid by its due date, to accrue after as well as before any judgment.

We may (but shall not be obliged to) debit the Account with the default interest referred to in this clause 9 which is not paid by its due date.

10 Missing payments

Missing payments could have severe consequences including, for example, legal proceedings being taken against you (such as administration orders, bankruptcy proceedings or attachment of earnings or similar) and making it more difficult to obtain credit in future. We may also take account of your payment history when assessing any future application for credit with us. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application).

If you fail to repay what is owed we may obtain a judgment (decree in Scotland) from the court. This is often called a CCJ and is likely to make it more difficult to obtain further credit.

Except in Scotland, we may be able to apply to the court for a charging order on any property you own to enforce any judgment made against you which you do not pay. A charging order on a property normally means that what you owe must be paid out of the sale proceeds when you sell the property.

11 Rights of Withdrawal

You have the right to withdraw from this Agreement without having to give any reason within a period of 14 days. This period begins on the day after the day this Agreement is made or, if later, the day after the day on which you receive our terms and conditions and all required information or on which we inform you this Agreement has been executed in identical terms to the copy provided to you. If you wish to withdraw from this Agreement, you must notify us by writing to Credit Control, Premium Credit Ltd, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB, emailing credit.control@pcl.co.uk or calling us on 0844 736 9836 before the end of this 14 day period. You must then pay the Outstanding Balance in full without any undue delay and no later than 30 days after notifying us you wish to withdraw from this Agreement. Interest will accrue daily from the date the credit was provided until the date the Outstanding Balance is repaid at the rate of interest specified in clause 2 of this Agreement. You can contact us to find out how you can pay the Outstanding Balance. If you exercise your right to withdraw from this Agreement the Membership may also be cancelled, in which event you will be notified by BIBA.

12 Early repayment

You have the right to repay early the whole or any part of the Outstanding Balance at any time. If you wish to do so, you must notify us by writing to or calling us using the details in clause 11. We will tell you how to make your payment to us when you contact us.

13 Ending this Agreement

You or we may end this Agreement at any time. You or BIBA, on your behalf, may do so immediately and free of charge by calling us on 0844 736 9836 or writing to us at the address shown overleaf. We will give you at least two month's notice unless clause 13.3 applies or there are serious grounds which entitle us to terminate by shorter notice. The serious grounds include situations where:

- you are violent, threatening or abusive towards a member of our staff;
- we believe that our credit facilities are not suitable for you based on information you provide or that we discover at a later date; or
- we receive information about you which by law, in any jurisdiction, requires us to end this agreement.

If you or we end this Agreement, you must immediately pay to us the Outstanding Balance and if you fail to do so we may (without prejudice to our other rights) notify BIBA in accordance with clause 13.4.

13.3 If:

- you fail to make a Monthly Payment or other payment when it is due;
- you otherwise breach these terms and conditions;
- you cancel your Direct Debit instruction; or
- in the event of your bankruptcy or, if you are a company, a resolution is passed or steps are taken for its dissolution, winding up, receivership or administration,

we may immediately (subject, where the Act applies, to our first sending you a default notice) terminate this Agreement and require you immediately to pay to us the Outstanding Balance and (without prejudice to our other rights) may exercise our rights under clause 13.4.

13.4 If:

- any Direct Debit or other payment is not met when presented;
- you withdraw from this Agreement under clause 11;
- any event referred to in clause 13.3 occurs; or
- the events referred to in clause 13.1 occur,

we may immediately inform BIBA of termination or the ending of this Agreement and shall be entitled to recover from BIBA sums owed by you to us. You acknowledge and agree that we or BIBA shall be entitled to on your behalf, cancel or withdraw the Membership (and recover any balances from you) and you consent to the assignment by us to BIBA of all rights which we may have to recover such balances and to pay to us any rebate or reimbursement of Fees towards reduction of the Outstanding Balance.

If the first payment or Direct Debit in respect of the start or renewal of the Membership is not met when presented for payment and we have not already paid BIBA, we will not make such payment and will credit the Account (if we have already debited it) with the amount of the relevant Fees. If you do not want the Membership to be cancelled you must find another means of paying the Fees and inform BIBA. You will be responsible for putting in place any alternative Membership and/or payment arrangements you need.

You acknowledge that we may have arrangements with BIBA under which BIBA will, on request, pay to us an amount equal to the Outstanding Balance. You agree with us and BIBA that, where we receive payment from BIBA you shall be liable to pay BIBA an amount equal to the monies received by us from it and BIBA shall be entitled to recover any such sums directly from you and may exercise its rights under clause 13.4 (without prejudice to any other rights it may have). This clause shall survive termination of this Agreement.

If you have changed BIBA since this Agreement began then, at our discretion, we may notify BIBA of the termination or ending of this Agreement and we may instruct BIBA to cancel or withdraw the Membership and pay to us any rebate or reimbursement of Fees towards a reduction of the Outstanding Balance.

We reserve the right not to make payment to BIBA, if notice is given to terminate our agreement with BIBA or BIBA is in breach of that agreement.

14 Complaints

If you have a complaint, please call us on 0844 736 9836 or write to us at Quality Control, Premium Credit Ltd, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB. We have procedures in place to handle your complaint fairly and quickly but if you are not satisfied with the outcome of your complaint you can write to the Financial Ombudsman using the details below.

15 Ombudsman Scheme

You may have the right to complain to the Financial Ombudsman Membership at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

16 Supervisory Authority

The Office of Fair Trading of Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX is the regulating authority of consumer credit agreements.

17 General

Premium Credit Limited is a provider of loans in the United Kingdom, it is licensed by the Office of Fair Trading (www.of.gov.uk) and its Consumer Credit Licence number is 06235577.

We are a member of the Finance and Leasing Association (FLA) and we follow the FLA Lending Code, a copy of which is available on request.

We may pay commission to BIBA for introducing you to us.

Other taxes or costs may arise in connection with this Agreement which are not paid to or imposed by Premium Credit Limited.

The Agreement, any pre-contract information and all communications between you and us will be in

English.

17.6 Premium Credit provides services in a non-discriminatory manner. If you have difficulty using our services due to a disability contact us by telephone on 0844 736 9836 or email customer.services@pcl.co.uk. For those with a hearing impairment our Textphone number is 01372 746827.

18 Authorisation by you

18.1 You irrevocably authorise us to notify and instruct BIBA in accordance with the provisions of clause 13.4

18.2 You acknowledge and agree that BIBA has been selected by and is not our agent.

18.3 You authorise BIBA to either:

18.3.1 instruct us in your name and on your behalf in the making of further advances by us to you for the purposes shown in clause 18.3.2(a)(i); or

18.3.2 if you are a body corporate or borrowing more than £25,000 and entering into this Agreement for business purposes:

(a) to enter into unregulated credit agreements ("Further Agreements") with us in your name and on your behalf, for the making by us of further advances to you:

- to finance Fees, additional Fees, mid-term adjustments and renewals, whether or not relating to the same type of service referred to Overleaf;
- on the terms and conditions substantially similar to those in this Agreement (including without limitation as to security) but with new Service Details and financial details (under clause 1) in place of those in this Agreement; and
- secured by the Membership financed under the Further Agreements.

(b) you warrant and represent to us that BIBA is authorised and will, at all times, have authority to contract with us in your name and on your behalf, as set out in clauses 18.3.1 or 18.3.2(a) above.

(c) You may revoke the authorisation set out in clauses 18.3.1 or 18.3.2(a) above by giving written notice to BIBA and us. Such notice shall not affect any credit agreements with us previously entered into by you or BIBA on your behalf.

18.4 Where you provide us with an email address and/or mobile telephone number you authorise us to use either or both of these to send you notifications to create an online account or to view documents that have become available only in relation to this Agreement.

18.5 All rights conferred by you on BIBA under this Agreement are intended to be for the benefit of and enforceable by BIBA by virtue of the Contracts (Rights of Third Parties) Act 1999. We and you may terminate or rescind this Agreement or vary any of its terms without the consent of or reference to BIBA.

18.6 You agree that if you fail to make payments in accordance with clause 1 and you have authorised BIBA to make payments using your credit/debit card, BIBA is permitted to settle one or more Monthly Payments and any charges due under clause 3 on your behalf, using the credit/debit card details which you have provided to BIBA.

18.7 You must inform us if you change BIBA within seven working days of such a change taking effect.

19 When the Act does not apply

19.1 If you are a body corporate or a partnership consisting of more than three persons, this Agreement is not regulated by the Act and the rights, protections and provisions of the Act set out above or referred to in this Agreement, as well as the right of withdrawal, do not apply.

19.2 If you are borrowing more than £25,000 and you are entering into this Agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by you, the rights, protections and provisions of the Act, other than the provisions relating to unfair relationships, do not apply. If this clause applies to you, please refer to the declaration Overleaf.

20 Data Protection

20.1 Before entering into this Agreement we may search your records at credit reference agencies. They will add to their record about you details of our search which will be seen by other organisations making searches. Details about you and the conduct of your account will be used to help make credit, credit related and Service related decisions about you or to trace debtors and to fight fraud, money-laundering, terrorism and other crimes and to keep to any laws or regulations in any country. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

20.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially.

20.3 We may give information about you, your Account (including the bank details we hold) and the conduct of your Account to credit reference agencies, BIBA, any agent or administrator acting on our behalf, debt collecting agents and any proposed successor or assign and any proposed assignee, transferee or chargee of this Agreement or of our interest in this Agreement, their insurers and advisers. We may tell law enforcement agencies any information which we reasonably believe may be relevant.

20.4 We may use a credit scoring or other automated decision-making system and may monitor and record telephone calls for the purpose of security and training.

20.5 We will release some personal information about you to fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will tell them this.

20.6 If you have more than one Agreement with us, we may hold and update information relating to your name, address and contact details on our central database and disclose such information to any organisation who submits an application for credit to us on your behalf for the purposes of such application and any related agreement, so they can update their records about you to continue providing you with services, identify products and services which might be suitable for you, recover amounts owing from you and to prevent fraud.

21 Notices

We may send any notice under this Agreement to your address stated at the start of this Agreement or any other address notified by you. You agree immediately to notify us in writing of any change of your address and if BIBA's authority set out in clause 18 is terminated.

22 Invalidity

The invalidity, illegality or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect the validity, legality or enforceability of:

- any other provision of this Agreement under the law of that jurisdiction; or
- any provision of this Agreement under the law of any other jurisdiction.

23 Waivers

If we become entitled to exercise any right or remedy under this Agreement or by law or regulation, no failure to exercise, no delay in exercise and no single or partial exercise of that right or remedy by us shall:

- adversely affect that right or remedy;
- waive it; or
- prevent any further exercise of it or of any other right or remedy.

24 Assignment

We may assign and/or transfer any of our rights and/or obligations under this Agreement provided that it does not adversely affect your rights or obligations under this Agreement. You may not assign or transfer any of your rights or obligations under this Agreement.

25 Law and jurisdiction

This Agreement and any relations with you prior to its conclusion shall be governed by, and construed in accordance with, English law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Agreement.

26 Definitions

26.1 In this Agreement, the following words and phrases in bold have the meanings shown next to them:

Account means the account referred to in clause 7;

Act means the Consumer Credit Act 1974 as amended or re-enacted from time to time;

Fees means the amounts due to BIBA to pay for the Membership provided by BIBA.

Inception Date means the earliest commencement date of any service financed under this Agreement; **BIBA** means the person named as the provider of membership in this Agreement selected by you to provide the Membership;

Interest Rate means the interest rate specified in clause 2;

Loan Amount means the amount specified in clause 1;

Monthly Payment means the monthly payment specified in clause 1; as varied by us from time to time;

Outstanding Balance means the Total Amount Payable together with any Fees and default interest incurred by you to us under this Agreement, less any rebate of interest to which you may be entitled under the Act; **Overleaf** means the reverse side or, if there is no reverse side, the attached or accompanying page;

Payment Date means that date each month on which you are required to make the Monthly Payment;

Subsidiary of a person, means any company or entity directly or indirectly controlled by that person (for which purpose,

Control means either the ownership of more than 50 per cent of the voting share capital (or equivalent right of ownership) of that company or entity, or the power to direct its policies and management, whether by contract or otherwise);

Total Amount Payable means the amount specified in clause 1; and

Working Day means a day when the banks are generally open for business in the City of London.

26.2 In Scotland, words and expressions shall bear their nearest equivalent meanings.

26.3 In this Agreement the following interpretations apply:-

- Headings are for ease of reference only and to be ignored when interpreting this Agreement.
- References to this Agreement are references to this Agreement as varied from time to time.
- References to any clause is to those contained in this Agreement.
- Words in the singular shall include the plural and the reverse.

27 Unsatisfactory goods or services

If you have received unsatisfactory goods or services paid for under this Agreement, which individually cost more than £100 and not more than £30,000, you may have a right to sue BIBA, us or both.

TERMS AND CONDITIONS

6 The Agreement

The purpose of this Agreement is to finance the Fees or other amounts for business purposes in relation to the Membership provided by BIBA.

7 Your Account and how we will provide you with credit

We will set up an Account in your name under this Agreement and debit the Total Amount Payable from this Account on the date we advance the Loan Amount to you.

We will advance the Loan Amount to you by paying the Loan Amount directly to BIBA.

We may, but shall not be obliged to:

- debit any default interest and Fees; and
- credit all payments;

made under this Agreement to the Account.

The making of payments to us under this Agreement does not mean or imply that any Membership is being provided.

8 Timing and amount of payments

We may vary the Monthly Payment to take account of any rebate or reimbursement of any Fees incurred under this Agreement to achieve repayment by the remaining Monthly Payments by giving you 7 days notice in accordance with clause 21.

Unless otherwise permitted by us, you must pay the Monthly Payments by Direct Debit from the bank account specified in the Direct Debit Instruction in this Agreement or from such bank account as you or BIBA on your behalf, specify from time to time. You must ensure that all Direct Debits are paid when presented for payment.

If you have two or more agreements with us, we may decide to apply any Monthly Payment or other sum received from you towards the discharge of any amounts due under those agreements in such proportion as we think fit. This does not affect your right under section 81 of the Act where you have two or more agreements with us and make a payment that does not cover the total amount then due. In that situation you may choose to apply your payment to one agreement or to both agreements in such proportions as you think fit.

9 Interest for late payments

We may charge you default interest at the Interest Rate on any amount payable under this Agreement (including, without limitation, the Outstanding Balance) which is not paid by its due date, to accrue after as well as before any judgment.

We may (but shall not be obliged to) debit the Account with the default interest referred to in this clause 9 which is not paid by its due date.

10 Missing payments

Missing payments could have severe consequences including, for example, legal proceedings being taken against you (such as administration orders, bankruptcy proceedings or attachment of earnings or similar) and making it more difficult to obtain credit in future. We may also take account of your payment history when assessing any future application for credit with us. We may report non-payment to credit reference agencies and this will adversely affect your credit rating (which most lenders consult when assessing any borrowing application).

If you fail to repay what is owed we may obtain a judgment (decree in Scotland) from the court. This is often called a CCJ and is likely to make it more difficult to obtain further credit.

Except in Scotland, we may be able to apply to the court for a charging order on any property you own to enforce any judgment made against you which you do not pay. A charging order on a property normally means that what you owe must be paid out of the sale proceeds when you sell the property.

11 Rights of Withdrawal

You have the right to withdraw from this Agreement without having to give any reason within a period of 14 days. This period begins on the day after the day this Agreement is made or, if later, the day after the day on which you receive our terms and conditions and all required information or on which we inform you this Agreement has been executed in identical terms to the copy provided to you. If you wish to withdraw from this Agreement, you must notify us by writing to Credit Control, Premium Credit Ltd, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB, emailing credit.control@pcl.co.uk or calling us on 0844 736 9836 before the end of this 14 day period. You must then pay the Outstanding Balance in full without any undue delay and no later than 30 days after notifying us you wish to withdraw from this Agreement. Interest will accrue daily from the date the credit was provided until the date the Outstanding Balance is repaid at the rate of interest specified in clause 2 of this Agreement. You can contact us to find out how you can pay the Outstanding Balance. If you exercise your right to withdraw from this Agreement the Membership may also be cancelled, in which event you will be notified by BIBA.

12 Early repayment

You have the right to repay early the whole or any part of the Outstanding Balance at any time. If you wish to do so, you must notify us by writing to or calling us using the details in clause 11. We will tell you how to make your payment to us when you contact us.

13 Ending this Agreement

You or we may end this Agreement at any time. You or BIBA, on your behalf, may do so immediately and free of charge by calling us on 0844 736 9836 or writing to us at the address shown overleaf. We will give you at least two month's notice unless clause 13.3 applies or there are serious grounds which entitle us to terminate by shorter notice. The serious grounds include situations where:

- you are violent, threatening or abusive towards a member of our staff;
- we believe that our credit facilities are not suitable for you based on information you provide or that we discover at a later date; or
- we receive information about you which by law, in any jurisdiction, requires us to end this agreement.

If you or we end this Agreement, you must immediately pay to us the Outstanding Balance and if you fail to do so we may (without prejudice to our other rights) notify BIBA in accordance with clause 13.4.

13.3 If:

- you fail to make a Monthly Payment or other payment when it is due;
- you otherwise breach these terms and conditions;
- you cancel your Direct Debit instruction; or
- in the event of your bankruptcy or, if you are a company, a resolution is passed or steps are taken for its dissolution, winding up, receivership or administration,

we may immediately (subject, where the Act applies, to our first sending you a default notice) terminate this Agreement and require you immediately to pay to us the Outstanding Balance and (without prejudice to our other rights) may exercise our rights under clause 13.4.

13.4 If:

- any Direct Debit or other payment is not met when presented;
- you withdraw from this Agreement under clause 11;
- any event referred to in clause 13.3 occurs; or
- the events referred to in clause 13.1 occur,

we may immediately inform BIBA of termination or the ending of this Agreement and shall be entitled to recover from BIBA sums owed by you to us. You acknowledge and agree that we or BIBA shall be entitled to on your behalf, cancel or withdraw the Membership (and recover any balances from you) and you consent to the assignment by us to BIBA of all rights which we may have to recover such balances and to pay to us any rebate or reimbursement of Fees towards reduction of the Outstanding Balance.

If the first payment or Direct Debit in respect of the start or renewal of the Membership is not met when presented for payment and we have not already paid BIBA, we will not make such payment and will credit the Account (if we have already debited it) with the amount of the relevant Fees. If you do not want the Membership to be cancelled you must find another means of paying the Fees and inform BIBA. You will be responsible for putting in place any alternative Membership and/or payment arrangements you need.

You acknowledge that we may have arrangements with BIBA under which BIBA will, on request, pay to us an amount equal to the Outstanding Balance. You agree with us and BIBA that, where we receive payment from BIBA you shall be liable to pay BIBA an amount equal to the monies received by us from it and BIBA shall be entitled to recover any such sums directly from you and may exercise its rights under clause 13.4 (without prejudice to any other rights it may have). This clause shall survive termination of this Agreement.

If you have changed BIBA since this Agreement began then, at our discretion, we may notify BIBA of the termination or ending of this Agreement and we may instruct BIBA to cancel or withdraw the Membership and pay to us any rebate or reimbursement of Fees towards a reduction of the Outstanding Balance.

We reserve the right not to make payment to BIBA, if notice is given to terminate our agreement with BIBA or BIBA is in breach of that agreement.

14 Complaints

If you have a complaint, please call us on 0844 736 9836 or write to us at Quality Control, Premium Credit Ltd, Premium Credit House, 60 East Street, Epsom, Surrey, KT17 1HB. We have procedures in place to handle your complaint fairly and quickly but if you are not satisfied with the outcome of your complaint you can write to the Financial Ombudsman using the details below.

15 Ombudsman Scheme

You may have the right to complain to the Financial Ombudsman Membership at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

16 Supervisory Authority

The Office of Fair Trading of Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX is the regulating authority of consumer credit agreements.

17 General

Premium Credit Limited is a provider of loans in the United Kingdom, it is licensed by the Office of Fair Trading (www.of.gov.uk) and its Consumer Credit Licence number is 06235577.

We are a member of the Finance and Leasing Association (FLA) and we follow the FLA Lending Code, a copy of which is available on request.

We may pay commission to BIBA for introducing you to us.

Other taxes or costs may arise in connection with this Agreement which are not paid to or imposed by Premium Credit Limited.

The Agreement, any pre-contract information and all communications between you and us will be in

English.

17.6 Premium Credit provides services in a non-discriminatory manner. If you have difficulty using our services due to a disability contact us by telephone on 0844 736 9836 or email customer.services@pcl.co.uk. For those with a hearing impairment our Textphone number is 01372 746827.

18 Authorisation by you

18.1 You irrevocably authorise us to notify and instruct BIBA in accordance with the provisions of clause 13.4

18.2 You acknowledge and agree that BIBA has been selected by and is not our agent.

18.3 You authorise BIBA to either:

18.3.1 instruct us in your name and on your behalf in the making of further advances by us to you for the purposes shown in clause 18.3.2(a)(i); or

18.3.2 if you are a body corporate or borrowing more than £25,000 and entering into this Agreement for business purposes:

(a) to enter into unregulated credit agreements ("Further Agreements") with us in your name and on your behalf, for the making by us of further advances to you:

- to finance Fees, additional Fees, mid-term adjustments and renewals, whether or not relating to the same type of service referred to Overleaf;
- on the terms and conditions substantially similar to those in this Agreement (including without limitation as to security) but with new Service Details and financial details (under clause 1) in place of those in this Agreement; and
- secured by the Membership financed under the Further Agreements.

(b) you warrant and represent to us that BIBA is authorised and will, at all times, have authority to contract with us in your name and on your behalf, as set out in clauses 18.3.1 or 18.3.2(a) above.

(c) You may revoke the authorisation set out in clauses 18.3.1 or 18.3.2(a) above by giving written notice to BIBA and us. Such notice shall not affect any credit agreements with us previously entered into by you or BIBA on your behalf.

18.4 Where you provide us with an email address and/or mobile telephone number you authorise us to use either or both of these to send you notifications to create an online account or to view documents that have become available only in relation to this Agreement.

18.5 All rights conferred by you on BIBA under this Agreement are intended to be for the benefit of and enforceable by BIBA by virtue of the Contracts (Rights of Third Parties) Act 1999. We and you may terminate or rescind this Agreement or vary any of its terms without the consent of or reference to BIBA.

18.6 You agree that if you fail to make payments in accordance with clause 1 and you have authorised BIBA to make payments using your credit/debit card, BIBA is permitted to settle one or more Monthly Payments and any charges due under clause 3 on your behalf, using the credit/debit card details which you have provided to BIBA.

18.7 You must inform us if you change BIBA within seven working days of such a change taking effect.

19 When the Act does not apply

19.1 If you are a body corporate or a partnership consisting of more than three persons, this Agreement is not regulated by the Act and the rights, protections and provisions of the Act set out above or referred to in this Agreement, as well as the right of withdrawal, do not apply.

19.2 If you are borrowing more than £25,000 and you are entering into this Agreement wholly or predominantly for the purposes of a business carried on, or intended to be carried on, by you, the rights, protections and provisions of the Act, other than the provisions relating to unfair relationships, do not apply. If this clause applies to you, please refer to the declaration Overleaf.

20 Data Protection

20.1 Before entering into this Agreement we may search your records at credit reference agencies. They will add to their record about you details of our search which will be seen by other organisations making searches. Details about you and the conduct of your account will be used to help make credit, credit related and Service related decisions about you or to trace debtors and to fight fraud, money-laundering, terrorism and other crimes and to keep to any laws or regulations in any country. You can contact us for details of the credit reference agencies used by us. You have a legal right to these details and can receive a copy of the information held about you on payment of a fee.

20.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially.

20.3 We may give information about you, your Account (including the bank details we hold) and the conduct of your Account to credit reference agencies, BIBA, any agent or administrator acting on our behalf, debt collecting agents and any proposed successor or assign or any proposed assignee, transferee or chargee of this Agreement or of our interest in this Agreement, their insurers and advisers. We may tell law enforcement agencies any information which we reasonably believe may be relevant.

20.4 We may use a credit scoring or other automated decision-making system and may monitor and record telephone calls for the purpose of security and training.

20.5 We will release some personal information about you to fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will tell them this.

20.6 If you have more than one Agreement with us, we may hold and update information relating to your name, address and contact details on our central database and disclose such information to any organisation who submits an application for credit to us on your behalf for the purposes of such application and any related agreement, so they can update their records about you to continue providing you with services, identify products and services which might be suitable for you, recover amounts owing from you and to prevent fraud.

21 Notices

We may send any notice under this Agreement to your address stated at the start of this Agreement or any other address notified by you. You agree immediately to notify us in writing of any change of your address and if BIBA's authority set out in clause 18 is terminated.

22 Invalidity

The invalidity, illegality or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect the validity, legality or enforceability of:

- any other provision of this Agreement under the law of that jurisdiction; or
- any provision of this Agreement under the law of any other jurisdiction.

23 Waivers

If we become entitled to exercise any right or remedy under this Agreement or by law or regulation, no failure to exercise, no delay in exercise and no single or partial exercise of that right or remedy by us shall:

- adversely affect that right or remedy;
- waive it; or
- prevent any further exercise of it or of any other right or remedy.

24 Assignment

We may assign and/or transfer any of our rights and/or obligations under this Agreement provided that it does not adversely affect your rights or obligations under this Agreement. You may not assign or transfer any of your rights or obligations under this Agreement.

25 Law and jurisdiction

This Agreement and any relations with you prior to its conclusion shall be governed by, and construed in accordance with, English law and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to this Agreement.

26 Definitions

26.1 In this Agreement, the following words and phrases in bold have the meanings shown next to them:

Account means the account referred to in clause 7;

Act means the Consumer Credit Act 1974 as amended or re-enacted from time to time;

Fees means the amounts due to BIBA to pay for the Membership provided by BIBA.

Inception Date means the earliest commencement date of any service financed under this Agreement; **BIBA** means the person named as the provider of membership in this Agreement selected by you to provide the Membership;

Interest Rate means the interest rate specified in clause 2;

Loan Amount means the amount specified in clause 1;

Monthly Payment means the monthly payment specified in clause 1; as varied by us from time to time;

Outstanding Balance means the Total Amount Payable together with any Fees and default interest incurred by you to us under this Agreement, less any rebate of interest to which you may be entitled under the Act; **Overleaf** means the reverse side or, if there is no reverse side, the attached or accompanying page;

Payment Date means that date each month on which you are required to make the Monthly Payment;

Subsidiary of a person, means any company or entity directly or indirectly controlled by that person (for which purpose,

Control means either the ownership of more than 50 per cent of the voting share capital (or equivalent right of ownership) of that company or entity, or the power to direct its policies and management, whether by contract or otherwise);

Total Amount Payable means the amount specified in clause 1; and

Working Day means a day when the banks are generally open for business in the City of London.

26.2 In Scotland, words and expressions shall bear their nearest equivalent meanings.

26.3 In this Agreement the following interpretations apply:-

- Headings are for ease of reference only and to be ignored when interpreting this Agreement.
- References to this Agreement are references to this Agreement as varied from time to time.
- References to any clause is to those contained in this Agreement.
- Words in the singular shall include the plural and the reverse.

27 Unsatisfactory goods or services

If you have received unsatisfactory goods or services paid for under this Agreement, which individually cost more than £100 and not more than £30,000, you may have a right to sue BIBA, us or both.