

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"/> | <input type="text"/> | A |
| Interest 2.9 % of A (total charge for credit): | £ | <input type="text"/> | <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"/> | <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"/> | <input type="text"/> | D |

Typical 8.0% APR

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 and telephone number.
- 2 In the next section entitled "KEY FINANCIAL INFORMATION" please enter the amount of the BIBA Membership fee in the boxes against "Total Loan Amount". You should also enter in the boxes against "Total amount payable" the BIBA Membership fee plus the "Total Charge for Credit" as shown in boxes C in the above table. Enter your payment amount as shown in boxes D above.
- 3 In the section entitled "OTHER FINANCIAL INFORMATION" enter the date 01.01.10 and your BIBA Membership number, without this Premium Credit will be unable to tell BIBA which Member's fee it is funding. The amount of the BIBA Membership fee has to be entered again (this is required by the rules of the Consumer Credit Act). The "Total Charge for Credit" is then entered as shown in boxes B in the above table.
- 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 Complete your name and position.
- 7 Remove the "ORIGINAL AGREEMENT" and send it to Membership Department, 'BIBA, 8th Floor, John Stow House, 18 Bevis Marks, London, EC3A 7JB.
- 8 This page (p1), and the Customer Copy (p3) are for your records and should be retained by you.

USER GUIDE

Premium Credit Limited

FIXED SUM LOAN AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This Agreement is made between Premium Credit Limited of Premium Credit House, 60 East St, Epsom, Surrey, KT17 1HB and:

CUSTOMER DETAILS

Firm Name: [Grid] Address: [Grid] Postcode: [Grid] Daytime Telephone No.: [Grid]

1. KEY FINANCIAL INFORMATION

Total Loan Amount (Amount of credit): £ [Grid] - [Grid] Duration of agreement: **10** months

Total amount payable: £ [Grid] - [Grid]

The first payment is due seven working days from the receipt of this agreement by us. Subsequent payments are due on the same day each month as the invoice date.

Repayable by **10** equal payments each of: £ [Grid] - [Grid] Your APR is: **8.0** % fixed

2. OTHER FINANCIAL INFORMATION

Under invoice dated: [Grid] Fees due to BIBA: £ [Grid] - [Grid]

BIBA Membership no.: [Grid] Total Charge for Credit comprised of the interest referred to below: £ [Grid] - [Grid]

The interest charged on the credit equates to: **8.0** % p.a. Interest is calculated at the start of the agreement and is applied equally over all instalments

3. KEY INFORMATION

a) We will charge: • £12.50 for each payment that you make otherwise than by Direct Debit in breach of clause 6 of the terms and conditions; • £35.00 for any dishonoured Direct Debit; and all our reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by us in enforcing our rights under this agreement.

b) We may charge 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 judgement. See section 7 for other charges.

c) If you decided to repay a loan of £1,000 in full before the end of the agreement and you repaid in full on the first repayment after 1/4 of the term has elapsed, you would pay £750, after 1/2 of the term has elapsed, you would pay £500 and after 3/4 of the term has elapsed, you would pay £250. In calculating these amounts no account has been taken of any variation that may occur under this agreement and therefore the examples are illustrative.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, we cannot enforce this agreement without getting a court order. The Act also gives you a number of rights.

- You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement which may be reduced by a rebate. Examples indicating the amount you have to pay appear in the agreement.
- If you received unsatisfactory goods or services paid for under this agreement you may have a right to sue the supplier, us or both.
- If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Signed on behalf of Premium Credit Limited: [Signature] 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): [Grid] Date(s) of Signature(s): [Grid]

To enter into a credit agreement you must be over 18 years old. Please provide your date of birth if you are an individual or sole trader. [Grid]

BEFORE SIGNING THIS AGREEMENT

Before signing this Agreement you should carefully read the terms and conditions set out in this Agreement and overleaf, especially clauses 6, 12 Data Protection, 14, 15 and 16. If you are signing for and on behalf of a partnership or limited company you confirm that you are an authorised signatory. By signing this agreement you request that we debit your account in accordance with clause 5. This agreement is made on the date you sign it. 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 14 for further information about this.

YOUR RIGHT TO CANCEL

Once you have signed you will have a right to cancel this agreement for a period of 14 days beginning on the day after you sign and return it. You can do this by sending or taking a WRITTEN notice of cancellation to Corporate & Commercial, PO Box 350, Epsom, KT17 1WP or by faxing such a notice to 01572 746655 or e-mailing it to corporate@pci.co.uk. If you cancel this agreement, any money you have paid must be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment is due you will not have to pay interest or other charges. If you do not use the right to cancel this agreement will continue to apply.

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT.

Please pay Premium Credit Limited Direct Debits from the account detailed in the Instruction below subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Premium Credit Limited and if so details will be passed electronically to my Bank/Building Society.

NAME OF YOUR BANK/BUILDING SOCIETY [Grid] **NAME OF ACCOUNT HOLDER** [Grid]

Sort Code [Grid] **ACCOUNT NO.** [Grid]

The Direct Debit Guarantee

"Risk Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, Premium Credit will notify you seven working days in advance of your account being debited or as otherwise agreed. If an error is made by Premium Credit or your Bank or Building Society you are guaranteed a full and immediate refund of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to Premium Credit Limited (address above)."

NAME: [Grid] POSITION: [Grid]

SCHEME CODE: [Grid] PREMIUM CREDIT REF NO: [Grid]

ORIGINAL AGREEMENT PAGE 2 BIBA/3PT/Non-recourse/DMD/DCS/Fixed/66663/Jun09

Enter your firm's name

Membership fees due as advised by BIBA

Enter the total loan amount plus the total charge for credit as shown in box C on the front of this agreement

Enter 01.01.10

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

Your name

Your position

Enter your firm's address

Enter your telephone number

Membership fees due as advised by BIBA

Enter Total Charge for Credit as shown in box B on the front of this agreement

Enter your BIBA Membership number

Your signature

Date of signature

Enter bank details

Leave blank

Premium Credit Limited

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CUSTOMER DETAILS

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|-----------|--|--|--|--|--|--|-----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Firm Name | | | | | | | | | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postcode | | | | | | | Daytime Telephone No. | | | | | | | | | | | | | | | | | | |

1. KEY FINANCIAL INFORMATION

Total Loan Amount (Amount of credit): £ - Duration of agreement: months

Total amount payable: £ -

The first payment is due seven working days from the receipt of this agreement by us. Subsequent payments are due on the same day each month as the invoice date.

Repayable by equal payments each of: £ - Your APR is: % fixed

2. OTHER FINANCIAL INFORMATION

Under invoice dated: Fees due to BIBA: £ -

BIBA Membership no: Total Charge for Credit comprised of the interest referred to below: £ -

The interest charged on the credit equates to: % p.a. Interest is calculated at the start of the agreement and is applied equally over all instalments

3. KEY INFORMATION

- We will charge:
 - £12.50 for each payment that you make otherwise than by Direct Debit in breach of clause 6 of the terms and conditions;
 - £35.00 for any dishonoured Direct Debit; and all our reasonable costs, charges and expenses (together with all legal costs recoverable against you) incurred by us in enforcing our rights under this agreement.
- We may charge 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 judgement. See section 7 for other charges.
- If you decided to repay a loan of £1,000 in full before the end of the agreement and you repaid in full on the first repayment after 1/4 of the term has elapsed, you would pay £750, after 1/2 of the term has elapsed, you would pay £500 and after 3/4 of the term has elapsed, you would pay £250. In calculating these amounts no account has been taken of any variation that may occur under this agreement and therefore the examples are illustrative.

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- You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement which may be reduced by a rebate. Examples indicating the amount you have to pay appear in the agreement.
- If you received unsatisfactory goods or services paid for under this agreement you may have a right to sue the supplier, us or both.
- If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

Signed on behalf of Premium Credit Limited

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(s) of Signature(s)

To enter into a credit agreement you must be over 18 years old. Please provide your date of birth if you are an individual or sole trader.

BEFORE SIGNING THIS AGREEMENT

Before signing this Agreement you should carefully read the terms and conditions set out in this Agreement and overleaf, **especially clauses 6, 12 Data Protection, 14, 15 and 16**. If you are signing for and on behalf of a partnership or limited company you confirm that you are an authorised signatory. By signing this agreement you request that we debit your account in accordance with clause 5. This agreement is made on the date you sign it. 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 14 for further information about this.

YOUR RIGHT TO CANCEL

Once you have signed you will have a right to cancel this agreement for a period of 14 days beginning on the day after you sign and return it. You can do this by sending or taking a WRITTEN notice of cancellation to Corporate & Commercial, PO Box 350, Epsom, KT17 1WP or by faxing such a notice to 01372 746655 or e-mailing it to corporate@pcl.co.uk. If you cancel this agreement, any money you have paid must be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment is due you will not have to pay interest or other charges. If you do not use the right to cancel this agreement will continue to apply.

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT.

Please pay Premium Credit Limited Direct Debits from the account detailed in the Instruction below subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Premium Credit Limited and if so details will be passed electronically to my Bank/Building Society.



NAME OF YOUR BANK/BUILDING SOCIETY

NAME OF ACCOUNT HOLDER

SORT CODE ACCOUNT NO.

The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, Premium Credit will notify you seven working days in advance of your account being debited or as otherwise agreed. If an error is made by Premium Credit or your Bank or Building Society, you are guaranteed a full and immediate refund of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to Premium Credit Limited (address above).

NAME:

POSITION:

SCHEME CODE: PREMIUM CREDIT REF NO:



TERMS AND CONDITIONS

4 AGREEMENT

- 4.1 This agreement is entered into for the purpose of financing fees or levies due to the British Insurance Brokers' Association from you which would otherwise be payable by you directly in cash.
- 4.2 You request us to advance the Total Loan Amount to you by paying the Total Loan Amount to the British Insurance Brokers' Association.

5 ACCOUNT

We will set up an account in your name under this agreement to which we shall debit the Total Amount Payable on the date we receive the agreement and debit any default interest, fees, costs, charges and expenses, and credit all payments made, under this agreement.

6 PAYMENTS

You agree to pay to us the monthly payments by Direct Debit by their due date. Punctual payment is essential. You may pay more than the monthly payment at any time.

7 CHARGES AND EXPENSES

- 7.1 In addition to the charges set out in clause 3 overleaf, you agree to pay to us on demand our reasonable fees and charges to cover our administration costs arising out of your request for any document to which you are not legally entitled. We will notify you in writing of any other charges in force from time to time.
- 7.2 We may (but shall not be obliged to) debit to the account any amount referred to in clause 3 or this clause 7 which is not paid by its due date.

8 DEFAULT

- 8.1 If you fail to make a monthly payment within 7 days of the due date of payment or otherwise breach these terms and conditions or you cancel your direct debit 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 (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 8.2.
- 8.2 When clause 8.1 or clause 9 applies, we shall notify the insurer of termination or the ending of this agreement and instruct the insurer, on your behalf, to cancel the insurance policies and to pay to us any rebate or reimbursement of insurance premiums, towards reduction of the outstanding balance.

9 ENDING THIS AGREEMENT

- 9.1 You may end this agreement at any time. You may do so immediately by written notice to us. We will give you at least one month's written notice unless clause 8 applies or there are serious grounds which entitle us to terminate by shorter notice.
- 9.2 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 the insurer in accordance with clause 8.

10 VARIATION

We may, by giving you at least seven days' notice in writing or in such other manner as may be permitted by law, vary the monthly payment to take account of any rebate or reimbursement of fees due to the Financial Services Authority or any fees, costs, charges or expenses incurred under this agreement and so as to achieve repayment by the remaining monthly payments.

11 MISCELLANEOUS

- 11.1 If you have two or more agreements with us, we may appropriate any monthly payment or other sum received from you towards discharge of any amounts payable under any one or more of such agreements. This does not affect your right to appropriate a payment (pursuant to Section 81 of the Act) where it is insufficient to discharge the amounts payable by you.
- 11.2 Any waiver, grant of time or indulgence by us shall not affect our rights under this agreement or our ability subsequently to enforce this agreement strictly in accordance with its terms.
- 11.3 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.
- 11.4 Premium Credit Limited is a provider of loans in the United Kingdom, it is licensed by the Office of Fair Trading (www.oft.gov.uk) and its Consumer Credit Licence number is 0623577. Other taxes or costs may arise which are not paid to or imposed by Premium Credit Limited. The terms and conditions, information and all communications will be in English.
- 11.5 We may pay commission to the insurer and/or the introducer for introducing you to us.
- 11.6 If you cancel this agreement within the statutory cancellation period under the Act (if applicable), the insurance policies may also be cancelled, in which event you will be notified by the insurer or the intermediary.

12 DATA PROTECTION

- 12.1 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 and credit 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.
- 12.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially.
- 12.3 We may give information about you and the conduct of your account to the British Insurance Brokers' Association, credit reference agencies, 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 and their advisers. We may tell law enforcement agencies any information which we reasonably believe may be relevant.
- 12.4 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.

- 12.5 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.

- 12.6 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.

13 AUTHORISATION BY YOU

- 13.1 You irrevocably authorise us to notify and instruct the British Insurance Brokers' Association in accordance with the provisions of Clauses 8.2 and 9.
- 13.2 You acknowledge and agree that the British Insurance Brokers' Association has been selected by you to provide membership services to you and is not our agent.
- 13.3 All rights conferred by you on the British Insurance Brokers' Association under this agreement are intended to be for the benefit of and enforceable by the British Insurance Brokers' Association 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 and without reference to the British Insurance Brokers' Association.
- 13.4 You agree that if you fail to make payments in accordance with Clause 6 and you have authorised the British Insurance Brokers' Association to make payments using your credit/debit card, the British Insurance Brokers' Association is permitted to settle one or more monthly payments and any charges due under Clause 3 overleaf or Clause 7 on your behalf, using the credit/debit card details which you have provided to the British Insurance Brokers' Association.

14 WHEN THE ACT DOES NOT APPLY

- 14.1 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 or referred to in this agreement, as well as the right of cancellation, do not apply.
- 14.2 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, except for the provisions relating to unfair relationships, do not apply. If this clause 14.2 applies to you, please refer to the declaration below.

EXEMPTION RELATING TO BUSINESSES WHERE CREDIT EXCEEDS £25,000
This declaration below only applies if you are an individual or a partnership of up to three partners and the amount of credit exceeds £25,000.

Declaration for exemption relating to businesses (sections 16B and 189(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.

15 NOTICES

We may send any notice under this agreement to your address stated overleaf or any other address notified by you. You agree immediately to notify us in writing of any change of your address.

16 DEFINITIONS AND INTERPRETATION

- 16.1 In the interpretation of this agreement, unless the context otherwise requires:
- (a) "account" means the account referred to in clause 5;
- (b) "Act" means the Consumer Credit Act 1974 as amended or re-enacted from time to time;
- (c) "BIBA" means the British Insurance Brokers' Association;
- (d) "initial payments" means the first two payments;
- (e) "invoice date" means the date of the invoice issued to you by the British Insurance Brokers' Association;
- (f) "interest rate" means interest at the rate of interest comprised in the APR;
- (g) "monthly payment" means a monthly payment in the amount stated overleaf, as varied by us from time to time;
- (h) "outstanding balance" means the Total Amount Payable (or in the case of clause 9 the Total Loan Amount) together with any default interest, fees, costs, charges and expenses incurred by you to us under this agreement, less any rebate of interest to which you may be entitled under the Act and the amount of any repayments made;
- (i) "overleaf" means the reverse side or, if there is no reverse side, the attached or accompanying page;
- (j) "we" includes our successors and assigns;
- (k) in Scotland, words and expressions shall bear their nearest equivalent meanings.
- 16.2 Headings are for convenience only and shall not affect the interpretation of any provision. Words and expressions to which meanings have been given overleaf shall bear those meanings in these terms and conditions and words in the singular shall include the plural, and the reverse.
- 16.3 If any provision of this agreement is found to be illegal or unenforceable, it shall be deemed to be severable from, and shall not affect, the remaining provisions.

17 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 you agree to the non-exclusive jurisdiction of the English Courts.

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

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. If you have a complaint you should contact us first by telephone on 0844 736 9836 in writing for the attention of the Quality Control Officer at the address overleaf or by email to qualitycontrol@pcl.co.uk. We will then tell you what our procedures are for handling complaints. If at the end of the process your complaint has not been resolved you can refer your complaint to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk>) and we will provide details of how to do this.

Premium Credit Limited

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CUSTOMER DETAILS

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|--|--|--|--|--|--|-----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Firm Name | | | | | | | | | | | | | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postcode | | | | | | | Daytime Telephone No. | | | | | | | | | | | | | | | | | | |

1. KEY FINANCIAL INFORMATION

Total Loan Amount (Amount of credit): £ - Duration of agreement: months

Total amount payable: £ -

The first payment is due seven working days from the receipt of this agreement by us. Subsequent payments are due on the same day each month as the invoice date.

Repayable by equal payments each of: £ - Your APR is: % fixed

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 - £12.50 for each payment that you make otherwise than by Direct Debit in breach of clause 6 of the terms and conditions;
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- c) If you decided to repay a loan of £1,000 in full before the end of the agreement and you repaid in full on the first repayment after 1/4 of the term has elapsed, you would pay £750, after 1/2 of the term has elapsed, you would pay £500 and after 3/4 of the term has elapsed, you would pay £250. In calculating these amounts no account has been taken of any variation that may occur under this agreement and therefore the examples are illustrative.

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Signed on behalf of Premium Credit Limited

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(s) of Signature(s)

To enter into a credit agreement you must be over 18 years old. Please provide your date of birth if you are an individual or sole trader.

BEFORE SIGNING THIS AGREEMENT

Before signing this Agreement you should carefully read the terms and conditions set out in this Agreement and overleaf, especially clauses 6, 12 Data Protection, 14, 15 and 16. If you are signing for and on behalf of a partnership or limited company you confirm that you are an authorised signatory. By signing this agreement you request that we debit your account in accordance with clause 5. This agreement is made on the date you sign it. 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 14 for further information about this.

YOUR RIGHT TO CANCEL

Once you have signed you will have a right to cancel this agreement for a period of 14 days beginning on the day after you sign and return it. You can do this by sending or taking a WRITTEN notice of cancellation to Corporate & Commercial, PO Box 350, Epsom, KT17 1WP or by faxing such a notice to 01372 746655 or e-mailing it to corporate@pcl.co.uk. If you cancel this agreement, any money you have paid must be returned to you. You will still have to repay any money lent to you. But if you repay all of it before your first instalment is due you will not have to pay interest or other charges. If you do not use the right to cancel this agreement will continue to apply.

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT.

Please pay Premium Credit Limited Direct Debits from the account detailed in the Instruction below subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Premium Credit Limited and if so details will be passed electronically to my Bank/Building Society.



NAME OF YOUR BANK/BUILDING SOCIETY

NAME OF ACCOUNT HOLDER

SORT CODE ACCOUNT NO.

The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, Premium Credit will notify you seven working days in advance of your account being debited or as otherwise agreed. If an error is made by Premium Credit or your Bank or Building Society, you are guaranteed a full and immediate refund of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of the letter to Premium Credit Limited (address above).

NAME:

POSITION:

SCHEME CODE: PREMIUM CREDIT REF NO:



TERMS AND CONDITIONS

4 AGREEMENT

- 4.1 This agreement is entered into for the purpose of financing fees or levies due to the British Insurance Brokers' Association from you which would otherwise be payable by you directly in cash.
- 4.2 You request us to advance the Total Loan Amount to you by paying the Total Loan Amount to the British Insurance Brokers' Association.

5 ACCOUNT

We will set up an account in your name under this agreement to which we shall debit the Total Amount Payable on the date we receive the agreement and debit any default interest, fees, costs, charges and expenses, and credit all payments made, under this agreement.

6 PAYMENTS

You agree to pay to us the monthly payments by Direct Debit by their due date. Punctual payment is essential. You may pay more than the monthly payment at any time.

7 CHARGES AND EXPENSES

- 7.1 In addition to the charges set out in clause 3 overleaf, you agree to pay to us on demand our reasonable fees and charges to cover our administration costs arising out of your request for any document to which you are not legally entitled. We will notify you in writing of any other charges in force from time to time.
- 7.2 We may (but shall not be obliged to) debit to the account any amount referred to in clause 3 or this clause 7 which is not paid by its due date.

8 DEFAULT

- 8.1 If you fail to make a monthly payment within 7 days of the due date of payment or otherwise breach these terms and conditions or you cancel your direct debit 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 (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 8.2.
- 8.2 When clause 8.1 or clause 9 applies, we shall notify the insurer of termination or the ending of this agreement and instruct the insurer, on your behalf, to cancel the insurance policies and to pay to us any rebate or reimbursement of insurance premiums, towards reduction of the outstanding balance.

9 ENDING THIS AGREEMENT

- 9.1 You may end this agreement at any time. You may do so immediately by written notice to us. We will give you at least one month's written notice unless clause 8 applies or there are serious grounds which entitle us to terminate by shorter notice.
- 9.2 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 the insurer in accordance with clause 8.

10 VARIATION

We may, by giving you at least seven days' notice in writing or in such other manner as may be permitted by law, vary the monthly payment to take account of any rebate or reimbursement of fees due to the Financial Services Authority or any fees, costs, charges or expenses incurred under this agreement and so as to achieve repayment by the remaining monthly payments.

11 MISCELLANEOUS

- 11.1 If you have two or more agreements with us, we may appropriate any monthly payment or other sum received from you towards discharge of any amounts payable under any one or more of such agreements. This does not affect your right to appropriate a payment (pursuant to Section 81 of the Act) where it is insufficient to discharge the amounts payable by you.
- 11.2 Any waiver, grant of time or indulgence by us shall not affect our rights under this agreement or our ability subsequently to enforce this agreement strictly in accordance with its terms.
- 11.3 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.
- 11.4 Premium Credit Limited is a provider of loans in the United Kingdom, it is licensed by the Office of Fair Trading (www.oft.gov.uk) and its Consumer Credit Licence number is 0623577. Other taxes or costs may arise which are not paid to or imposed by Premium Credit Limited. The terms and conditions, information and all communications will be in English.
- 11.5 We may pay commission to the insurer and/or the introducer for introducing you to us.
- 11.6 If you cancel this agreement within the statutory cancellation period under the Act (if applicable), the insurance policies may also be cancelled, in which event you will be notified by the insurer or the intermediary.

12 DATA PROTECTION

- 12.1 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 and credit 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.
- 12.2 Information held about you by credit reference agencies may be linked to records relating to any person with whom you are linked financially.
- 12.3 We may give information about you and the conduct of your account to the British Insurance Brokers' Association, credit reference agencies, 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 and their advisers. We may tell law enforcement agencies any information which we reasonably believe may be relevant.
- 12.4 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.

- 12.5 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.
- 12.6 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.

13 AUTHORISATION BY YOU

- 13.1 You irrevocably authorise us to notify and instruct the British Insurance Brokers' Association in accordance with the provisions of Clauses 8.2 and 9.
- 13.2 You acknowledge and agree that the British Insurance Brokers' Association has been selected by you to provide membership services to you and is not our agent.
- 13.3 All rights conferred by you on the British Insurance Brokers' Association under this agreement are intended to be for the benefit of and enforceable by the British Insurance Brokers' Association 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 and without reference to the British Insurance Brokers' Association.
- 13.4 You agree that if you fail to make payments in accordance with Clause 6 and you have authorised the British Insurance Brokers' Association to make payments using your credit/debit card, the British Insurance Brokers' Association is permitted to settle one or more monthly payments and any charges due under Clause 3 overleaf or Clause 7 on your behalf, using the credit/debit card details which you have provided to the British Insurance Brokers' Association.

14 WHEN THE ACT DOES NOT APPLY

- 14.1 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 or referred to in this agreement, as well as the right of cancellation, do not apply.
- 14.2 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, except for the provisions relating to unfair relationships, do not apply. If this clause 14.2 applies to you, please refer to the declaration below.

EXEMPTION RELATING TO BUSINESSES WHERE CREDIT EXCEEDS £25,000
This declaration below only applies if you are an individual or a partnership of up to three partners and the amount of credit exceeds £25,000.

Declaration for exemption relating to businesses (sections 16B and 189(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.

15 NOTICES

We may send any notice under this agreement to your address stated overleaf or any other address notified by you. You agree immediately to notify us in writing of any change of your address.

16 DEFINITIONS AND INTERPRETATION

- 16.1 In the interpretation of this agreement, unless the context otherwise requires:
- (a) "account" means the account referred to in clause 5;
- (b) "Act" means the Consumer Credit Act 1974 as amended or re-enacted from time to time;
- (c) "BIBA" means the British Insurance Brokers' Association;
- (d) "initial payments" means the first two payments;
- (e) "invoice date" means the date of the invoice issued to you by the British Insurance Brokers' Association;
- (f) "interest rate" means interest at the rate of interest comprised in the APR;
- (g) "monthly payment" means a monthly payment in the amount stated overleaf, as varied by us from time to time;
- (h) "outstanding balance" means the Total Amount Payable (or in the case of clause 9 the Total Loan Amount) together with any default interest, fees, costs, charges and expenses incurred by you to us under this agreement, less any rebate of interest to which you may be entitled under the Act and the amount of any repayments made;
- (i) "overleaf" means the reverse side or, if there is no reverse side, the attached or accompanying page;
- (j) "we" includes our successors and assigns;
- (k) in Scotland, words and expressions shall bear their nearest equivalent meanings.
- 16.2 Headings are for convenience only and shall not affect the interpretation of any provision. Words and expressions to which meanings have been given overleaf shall bear those meanings in these terms and conditions and words in the singular shall include the plural, and the reverse.
- 16.3 If any provision of this agreement is found to be illegal or unenforceable, it shall be deemed to be severable from, and shall not affect, the remaining provisions.

17 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 you agree to the non-exclusive jurisdiction of the English Courts.

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

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. If you have a complaint you should contact us first by telephone on 0844 736 9836 in writing for the attention of the Quality Control Officer at the address overleaf or by email to qualitycontrol@pcl.co.uk. We will then tell you what our procedures are for handling complaints. If at the end of the process your complaint has not been resolved you can refer your complaint to the Financial Ombudsman Service (<http://www.financial-ombudsman.org.uk>) and we will provide details of how to do this.