

## TERMS AND CONDITIONS

### 1. INTRODUCTION

This Loan is provided by Bank of Ireland (UK) plc.

In this Agreement, we, Bank of Ireland (UK) plc (company registration number 7022885) of Bow Bells House, 1 Bread Street, London EC4M 9BE, agree to lend and you agree to borrow the amount of credit shown on page 1 of your Agreement.

### 2. PAYMENTS

2.1 You must repay the "Total amount payable" (as set out in the Agreement) in the amounts and on the repayment dates we notify to you. Your repayments have been calculated to include interest payable on the amount of credit. Payment will be by direct debit unless we agree otherwise. If any due date for payment falls on a bank holiday or weekend, then payment will be made on the next business day.

You agree that punctual payment is an essential term of this Agreement.

2.2 Any repayment you make shall, at our reasonable discretion, be applied in the following order:

- (i) first against any interest, costs and fees you have incurred; and
- (ii) against the amount of credit specified in the Agreement.

### 3. WITHDRAWAL

3.1 You will have a period of time in which to withdraw from the Agreement. You must give notice before the period of 14 days starting with whichever is the latest of (a) the day after the Agreement is made, and (b) the day after you receive a copy of your signed Agreement or notification that the Agreement has been signed by both parties. If you do not withdraw from the Agreement within this period, you will be bound by its terms. The Agreement will then continue unless brought to an end by you or us.

3.2 If you withdraw from this Agreement under clause 3.1 above, you must repay the total 'Amount of credit' plus any interest that has accrued from the date the credit was provided until the date it is repaid within 30 days beginning with the day after the day on which you told us you wanted to withdraw. If you do not repay the amount of credit plus interest this will be deemed to be a breach of the Agreement and we may recover the sums owed by you as a debt.

#### 4. EARLY REPAYMENT

4.1 You can repay all or part of the credit borrowed under this Agreement at any time. If you wish to make an early full or partial repayment, you must:

(a) give us notice orally or in writing. Our contact details can be found at the "Early repayment" section of your Agreement; and

(b) make the repayment before the end of the period of 28 days beginning with the day after we receive notice from you, or on or before any later date specified in the notice.

4.2 Where you take the steps listed in clause 4.1 above, the amount you owe us will be reduced by an amount equal to the sum of the amount paid and any statutory rebate, where applicable.

4.3 On or after making an early partial repayment, you can ask us to give you a statement showing the effect of your early repayment on your loan account, which we will provide before the end of the period of seven working days from the day we receive your request.

4.4 Please note that if you make an early partial settlement, your remaining balance can then be repaid within a shorter credit period or your remaining instalments can be reduced and the original credit period can remain unaltered. If you make a partial early repayment we will reduce the term of your Agreement unless you request otherwise.

4.5 Please note that early payments to your account will be allocated to the oldest outstanding debt first.

#### 5. OUR RIGHT TO TERMINATE AND DEMAND PAYMENT

5.1 We will send you a written default notice under the Consumer Credit Act 1974 if any of the events listed below occur:

(a) you fail to pay any repayment or other sum due under this Agreement by its due date;

(b) you fail promptly to keep to your side of this Agreement;

(c) if you have a bankruptcy petition or order presented or made against you (or its equivalent in Scotland) or have charges levied against any of your assets;

(d) you propose/enter into a voluntary arrangement with your creditors;

(e) you die;

(f) if any information provided by you before or after the date of this Agreement is found to be inaccurate or untrue; and/or

(g) we have reasonable grounds to suspect unauthorised use of the credit such as fraud, theft or dishonesty.

5.2 If you do not put right your default by the date specified in the default notice which we send you under clause 5.1 above, then we will treat you as having repudiated this Agreement. This means that we will be able to take all or any of the following steps:

(a) demand immediate repayment in full of the outstanding balance of the total amount payable plus any interest, fees, charges and other sums due and payable under this Agreement;

(b) terminate this Agreement;

(c) enforce any security which we may hold for your obligations under this Agreement; and/or

(d) report your default to a credit reference agency.

## 6. COSTS AND EXPENSES

6.1 If you fail to comply with any provision of this Agreement, then you must pay us our reasonable costs and expenses, including our reasonable legal costs which we incur in perfecting, protecting and enforcing our rights and remedies under this Agreement against you. Please refer to the "Charges for late payment" section of the Agreement and below at Clause 6.2 for details of the default charges which we may charge you.

6.2 If we do not receive your monthly repayment by its due date, the following default sums may be charged:

- For each missed or unpaid direct debit: £12.

6.3 We may vary the default sums listed in clause 6.2 above by giving you not less than thirty days' written notice in order to comply with changes in laws and regulations or to take account of changes in the costs of running our business.

6.4 Interest payable on any default sums shall be on a 'simple interest' basis and will be charged 29 days after the day on which you receive a Notice of Default Sums.

6.5 If we have to locate you, then we will charge you Tracing Agents fees at the agent's standard rates which are current at that time.

6.6 At our discretion, these charges will either be debited to your account, payable by you on demand or be dealt with as provided by Clause 2.

## 7. USE OF LOAN

You acknowledge that the Cash Loan shown in "Total amount payable", or any part of such Cash Loan is not made under pre-existing or contemplated future arrangements between us and any supplier of goods or services and is not subject to any other restrictions concerning its use.

## 8. ASSIGNMENT

8.1 We may transfer, assign, or charge this Agreement or any or all of our rights or duties under this Agreement to any other person. You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your loan will be serviced. If after any such transfer, the arrangements for servicing the loan do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result.

8.2 This Agreement is personal to you and you may not transfer or assign any of your rights or duties under this Agreement.

## 9. RIGHT OF SET-OFF

If a refund is due to you under this Agreement, but you owe us money under or in connection with any other agreement you have with us, you authorise us to, and agree that we may, set off the refund against any amounts due from you to us.

## 10. GENERAL

10.1 You shall immediately notify us of any change in your address.

10.2 You must ordinarily reside in the United Kingdom.

10.3 Where more than one Customer is detailed in this Agreement, all persons named as Customers shall jointly as well as severally comply with the terms of this Agreement. This means that each of you could be held liable for the payment of all sums due under this Agreement.

10.4 We may decide from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

10.5 Any supplier or other person through whom this Agreement may have been introduced, negotiated or conducted, is not our agent for the purposes of such introduction or negotiation, subject as provided by law. If the word "agent" is used, it shall be construed in a descriptive sense only and not as implying any legal relationship.

10.6 This Agreement takes effect only when it has been signed by all parties.

10.7 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.

10.8 Your Agreement is in English and all communications issued under or in connection with it will be in English.

## 11. COMPLAINTS AND NOTICES

11.1 If you wish to make a complaint, in the first instance, please either speak or write to the person or department that has given you the service you would like to complain about. A copy of our complaints procedure is available upon request. We can usually resolve your complaint straight away. If we cannot, we will tell you how long it will be before we can give you an answer. If you are unhappy with the response you receive, please refer to 11.2 below.

11.2 Please contact Head Office by calling us on: 0800 169 2024 (lines are open from 8.00 am to 8.00pm Monday to Saturday, and 9.00am – 5.00pm on Sunday. We are closed on bank holidays).

If you would like to put your complaint in writing, please address it to: Customer Services Department, Bank of Ireland UK Loans Customer Service Team, PO Box 303, Sheffield, S98 1QF.

When we receive your letter of complaint we will reply to you within five working days. We will always deal with your complaint as quickly as we can. We will keep you updated by sending you a letter, advising you of the current status of your complaint, within four weeks of receiving it. If we have not been able to deal with your complaint within eight weeks of receiving it we will write to you and explain the stage we have reached and what we plan to do next. If at this stage you are not happy with the progress we have made you have the option of referring your complaint to the Financial Ombudsman Service if you are a consumer. If you deal as a business customer then you may be able to complain to the Financial Ombudsman Service. The Ombudsman will be able to tell you whether or not he can look at your complaint.

11.3 If you have a complaint that we do not resolve to your satisfaction, the Financial Ombudsman Service may be of assistance. They can help resolve disputes between financial institutions and their customers. They are entirely independent and the service is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service for details at: Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

11.4 If you wish to send any notice or request to us under any statute or otherwise, you may contact Bank of Ireland UK Loans Customer Service Team, PO Box 303, Sheffield, S98 1QF.