

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Between Omni Capital Retail Finance Limited, Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP (and including our successors and assigns) (“we” “us”) and you, the customer named below

Customer:	Credit Intermediary:
Name:	Name:
Address:	Address:
Post Code:	Post Code:
Email address:	

Description of Goods and Services to be financed by credit:

Cash Price of Goods/Services:

Total Cash Price:

Less Deposit:

Amount of Credit:

Total Charge for Credit, comprising interest:

Total Amount Payable:

Duration of agreement: months from the date this agreement is made.

Rate of interest per month: % This rate is fixed for the duration of the agreement. % APR

You agree to pay a first instalment of followed by monthly instalments, each in the sum of .
Each monthly instalment is due and payable on the same day of each consecutive month or, where there is no equivalent day, the last day of that month (and where an instalment falls due for payment on a non working day, that instalment shall become payable on the next working day), commencing one month from the date of this agreement or such later date as we may inform you in writing.

Interest is calculated daily on the outstanding loan balance at the rate set out above, and will be debited to the loan account monthly in arrears. The total amount payable and the APR assume all instalments are paid on time, the full Amount of Credit is drawn down on the date of the agreement and the agreement is not ended early.

RIGHT TO WITHDRAW

Once you have signed this agreement you have the right under s66A of the Consumer Credit Act 1974 to withdraw from it without giving any reason, provided you do so before the end of 14 days beginning with the day after the day on which you received a copy of the executed agreement, and ending 14 days after that day. If you wish to withdraw from this agreement, you must notify us either by writing to us at Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP or by email to customerenquiries@OCRF.co.uk or you may notify us orally by telephoning us on 0333 240 8317. If you do give us notice of withdrawal, you must repay to us the whole of the credit advanced plus interest accrued on it within 30 calendar days of giving such notice of withdrawal. The amount of interest payable daily under this agreement is . You can make your payment by cheque made payable to Omni Capital Retail Finance Ltd and delivering it to us at Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP. Alternatively you can make your payment by credit or debit card over the telephone by calling us on 0333 240 8317.

EARLY REPAYMENT

You have the right under s94 of the Consumer Credit Act 1974 to repay your loan early in full or in part. If you wish to repay any amount early, you must give written notice to us at Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP.

LINKED CREDIT AGREEMENT

This agreement finances the purchase of goods and services described above. You may have the right to sue the supplier of the goods or services, us, or both, if you have received unsatisfactory goods or services paid for under this agreement with a cash price of more than £100 but not more than £30,000.

DEFAULT AND OTHER CHARGES

Other charges will be payable under this agreement in the following events:

Late or missed payment:	£12.00
Returned cheque or postal order/Recalled card payment (including settlement):	£12.00
Credit/charge card payments (including settlement):	2.5% of the amount of the payment.

We will charge you all reasonable costs incurred in the enforcement of our rights under this agreement, including costs we incur in tracing you if you change your address without telling us, any costs of using a collections agency and any legal costs.

We may charge you a fee for providing you with a copy of information we hold about you as described in clause 10.e) of the **TERMS OF THE AGREEMENT** overleaf.

Missing payments: Missing payments could have severe consequences for you, including but not limited to, legal action which may incur further costs (see above) and the possibility that your home may be repossessed. Missing payments may make obtaining credit more difficult for you in the future.

It is important that you read and understand the section entitled Use of your information in the **TERMS OF THE AGREEMENT** overleaf. By signing this agreement you agree that we can use your information in this way.

TERMS OF THE AGREEMENT

1. Loan and Repayment

The Amount of Credit will be advanced to the Credit Intermediary (the retailer) for the purposes of financing the purchase of the goods/services described in this agreement. The amount of Credit will be advanced on the date of this agreement, or following delivery of the goods/services described in this agreement to you, whichever is the later.

2. Payment by you

- You must pay the deposit shown on the preceding page (if any) to the Credit Intermediary on or before the day that you sign this agreement.
- You agree to pay us the Total Amount Payable (less any deposit paid) by the instalments stated on the preceding page.
- It is essential that you pay your instalments by their due dates in full and on time.
- All instalments must be paid by direct debit from a UK bank or building society account and you must complete a direct debit instruction authorising your bank or building society to accept debits for varying amounts from Omni Capital Retail Finance Limited, to enable these instalments to be paid.

3. Default

If (a) you fail to make any instalment on its due date; (b) any information about you which you have provided proves incomplete or inaccurate in a material respect; (c) you die; (d) steps are taken for a bankruptcy order to be made against you; or (e) you take steps to enter into a debt management plan or voluntary arrangement with your creditors, we shall be entitled, after we have given you any notice required by the Consumer Credit Act 1974, to demand immediate payment of all amounts you owe under this agreement, less (on payment) any rebate you are entitled to under the Consumer Credit Act 1974.

4. Statement of Account

You have the right to receive, on request, and free of charge, at any time throughout the duration of the agreement pursuant to s77B of the Consumer Credit Act 1974, a statement in the form of a table showing (a) the details of each instalment owing under the agreement; (b) the date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; and (c) a breakdown of each instalment showing how much comprises (i) capital repayment; (ii) interest payment; and (iii) if applicable, any other charges.

5. Default interest and other enforcement rights

- If you fail to pay us any amount you owe under this agreement by the date it is due, we may charge you interest on that amount until you pay it. We will charge interest for each day you still owe us the payment, at the contractual rate shown on the preceding page. We may charge this interest even after we have received a County Court Judgement against you.
- You agree to pay us any charges (including default charges) or costs shown on the preceding page which may become payable by you, including our reasonable legal costs for enforcing this agreement.
- We may collect from you any default interest, charges or costs mentioned in this clause by using the direct debit described in clause 2.d) above after giving you at least 10 days notice of the amount to be debited.

6. Use of your information

We will make searches about you at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. The agencies will record details of the search whether or not this application proceeds. We may use credit-scoring methods to assess this application and to verify your identity. Credit searches and other information which is provided to us and/or the credit reference agencies, about you and those with whom you are linked financially may be used by Omni Capital Retail Finance Limited and other companies if credit decisions are made about you, or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

To prevent or detect fraud, or to assist in verifying your identity, we may make searches of Group records and at fraud prevention agencies who will supply us with information. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud. If you give us false or inaccurate information and we suspect fraud, we will record this. Law enforcement agencies may access and use this information. We, members of the Group, and other companies may use this information if decisions are made about you or others at your address(es) on credit or credit-related services or motor, household, credit, life or other insurance facilities. It may also be used for tracing and claims assessment. Before entering into this agreement we may search records at credit reference agencies, which may be linked to your spouse/partner, or other persons with whom you are linked financially. For the purposes of this application you may be treated as financially linked and you will be assessed with reference to "associated records".

Where you borrow or may borrow from us, we may give details of your account and how you manage it to credit reference agencies. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt. These records will be shared with other organisations and may be used and searched by us and them to:

- Consider applications for credit and credit related services, for you and any associated person;
- Trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s)

If we transfer any of our rights and duties under this agreement to any person or company, we will pass relevant information about you to them.

If you write to us and pay a fee you have a right of access to your information held by us. Write to us at Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP. You have the right of access to your personal records held by credit and fraud agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we use.

7. Notices

- We will send all notices, and other communications about your loan (including statements) to the most recent address we hold, or if you have provided us with an email address, by delivering to that email address. However, we will not send any default notices, enforcement notices or termination notices by email.
- You must notify us in writing as soon as possible and in any event within seven days of changing your name, address, telephone number or email address from that address provided by you in your application. We will not be responsible if you do not receive a communication because you have not provided your up to date details.
- Unless this agreement says otherwise, if you wish to send notice or any other communication to us then you must send it to Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford, WD24 4QP.
- Any notice we send to you by post will be treated as having been received by you on the third working day (being Monday to Saturday inclusive) following posting. All notices sent by email will be deemed

delivered on the next working day.

8. No Security

This agreement is unsecured.

9. Other important information

- The right you have to withdraw from this agreement does not affect your contract for the purchase of the goods/services to be financed by it.
- If you have a complaint about this agreement which you are unable to resolve with us, then you have the right to refer it to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.
- The supervisory authority under the Consumer Credit Act 1974 is the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS

10. General

- The laws of England and Wales will govern the terms of the loan agreement and any disputes will be subject to the non-exclusive jurisdiction of the English courts.
- We may transfer any of our rights and duties under this agreement to any person or company and so long as we continue to service your loan account we shall not be obliged to give you notice of the transfer. If we stop servicing your loan account we will notify you of the transfer of our rights at the latest when the servicing arrangements change. If we do transfer any of our rights, this will not alter your obligations or your rights in relation to this loan agreement including your rights under the Consumer Credit Act 1974.
- Your rights under this agreement are personal to you and you may not transfer them to anyone unless we first agree.
- If we chose not to enforce our obligations, our rights under this agreement will not be affected. For instance, if we allow you more time to make a payment; this will not affect our legal rights.
- We will hold information about you and your payment record in accordance with the Data Protection Act 1998. You have a legal right under this act to a copy of information held by us about you, on payment of a fee.

Customer Declaration

You should read the terms of the agreement carefully before signing. If you do not understand any term of the agreement then please ask for further information before signing. By signing this agreement you also confirm that before you signed this agreement, you received a copy of the document headed "Pre-Contract Credit Information" to keep; and that you have told us about any forthcoming changes to your circumstances that you are aware of and which could affect your ability to make payments under this agreement in the future.

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.	Signed for and on behalf of Omni Capital Retail Finance Limited
Customer's signature:	Signature: