

WRITTEN ADEQUATE EXPLANATION: LOAN

**Your Loan Agreement Explained
Important Please Read**

It is important that you carefully read the Pre-Contract Credit Information(PCI) document which has also been provided to you with this document and your Loan Agreement (Agreement). The PCI contains key details about the Agreement that you are considering. You should make sure that you understand the key features of the Agreement and associated risks before signing the Agreement.

1 Is this loan suitable for what I want to use it for?

The loan may only be used for the purchase of the goods or services that you have selected from the retailer who is the Credit Intermediary named in the PCI. The loan is not suitable for any other purpose.

The loan is repayable by pre-agreed instalments over a fixed period specified in the PCI. If you want flexibility in how you use the loan monies and / or in how much you repay each month, the loan may not be suitable for your requirements. A flexible credit facility such as a credit card or an overdraft may be more suitable.

2 What are my rights in relation to purchases financed by the Agreement?

The loan must be used to finance the purchase of the goods/services specified in the PCI. Those purchases are covered by section 75 of the Consumer Credit Act 1974. This means that for purchases of goods or services costing between £100 and £30,000, you may have a right to sue the supplier of the goods/services, us or both, if the supplier of the goods or services fails to carry out its obligations under its contract with you (for example if the goods are not delivered or they are not of satisfactory quality) or if the supplier has persuaded you to enter into the contract on the basis of incorrect information. Otherwise, we will not be responsible in any way for the goods or services supplied to you.

3 How much will the loan cost me?

The loan you are considering is for £2308.50. You will repay this amount by paying us monthly instalments throughout the term of the Agreement. You must pay a first instalment of £384.75 and 5 subsequent instalments of £384.75. The total amount you will repay under the Agreement (assuming you pay on time) is £2430.00, this is made up of the amount of credit, the interest charge and any deposit you have paid to the supplier. These amounts are shown in the PCI and in the Agreement.

It is important that you only enter into the Agreement if you can comfortably afford the payments and you are not aware of any potential changes in your circumstances that could affect your ability to make the payments in the future that you have not told us about.

4 Which other features of the agreement should I be aware of?

Certain features of the agreement may operate in a manner that is disadvantageous to you and we would like to bring such features to your attention.

If you are late paying under the Agreement or if you miss a payment you could end up paying a lot more for the loan than you expect to because we will charge you £12.00 on each occasion your payment is late or missed and we may charge you additional interest on the unpaid amount for each day the payment is outstanding as described below. In addition, you are required to pay the loan instalments by direct debit. If you make a payment to us by cheque or postal order and the cheque/postal order is not honoured, or if you make payment to us by debit, credit or charge card and the payment is subsequently declined or recalled, we will charge you £12.00 on each occasion this occurs.

Details of all default and other charges payable are set out in the Agreement. You should read the section of the Agreement headed Default and Other Charges carefully.

If you choose to exercise your right to withdraw from the Agreement (see below) this will not affect the agreement you have entered into with the supplier to purchase the goods/services which were to be financed by the loan. In that situation, you would still need to pay the supplier for the goods/services you have agreed to buy.

5 What are the primary consequences of not keeping up with my repayments?

Missing payments could have a severe impact on your finances, including making obtaining credit more difficult as we report non-payment to credit reference agencies. Ultimately it may lead to us or a third party debt collector bringing legal action against you to recover the debt which may add to the amount you owe us. It is therefore important that you make your payments on time. We may also seek to obtain a county court judgment against you and we may apply for a charging order over your home which could lead to your home being repossessed.

For late payment of the whole or part of an instalment, interest will be owed on the instalment from the date it fell due for payment, whether before or after any judgment, at the interest rate shown on the Agreement until its actual payment. We will also charge you £12.00 on each occasion your payment is missed or late (see above). Where you fail to pay or you are late paying your instalments the total of your debt will increase.

6 Is there a right to withdraw from the Agreement?

You have the right to withdraw from the Agreement before the end of 14 days beginning with the day after the day on which you receive a copy of the executed agreement. If you wish to withdraw from the agreement, you must notify us by calling us on 0333 240 8317 or writing to us at Omni Capital Retail Finance Limited, Oak House, Reeds Crescent, Watford WD24 4QP before the end of the withdrawal period set out above. Once you have exercised your right to withdraw, you must repay the loan amount and any interest accrued on it as soon as possible and, in any event, no later than 30 days after you have told us that you want to withdraw.

Exercising your right to withdraw does not give you the right to cancel the purchase of the goods/services (see above). We will charge a daily interest charge for the period from the advance until full repayment is received. Failure to repay will result in us taking legal action against you.

7 How do I ask for further explanation or information?

We hope that this and the other information provided contains everything you need to know about the Agreement to allow you to make an informed decision about entering into the loan. It is important that you understand your obligations under the Agreement. If you have any questions or if you would like to ask us for more information, please contact us on 0333 240 8317 or seek free, independent advice from organisations such as Citizens Advice or go to www.moneymadeclear.org.uk.

Only sign the Agreement when you are satisfied that the loan and the Agreement terms are right for you.