

1. OUR LOAN TO YOU

When we have signed this Agreement we will lend you the Amount of Credit shown on page 1 by:

- 1.1 (where Goods are specified in section 3 on page 1) paying the Amount of Credit to the supplier(s) of the Goods on your behalf, or
- 1.2 (where no Goods are specified in section 3 on page 1) paying the Amount of Credit to, or as directed by, you.

2. WHAT YOU MUST PAY

- 2.1 You must pay us the Repayments shown on page 1 by the dates specified. Punctual payment is essential.
- 2.2 If you have kept to your part of this Agreement you may at any time defer the due date for each of the remaining Monthly Repayments by up to 30 days by giving us written notice. If you do so then you must pay us interest at the same rate charged under this Agreement for the period for which each Repayment is deferred and our reasonable administration fee. We will tell you these amounts on request. You may not exercise your right under this clause more than once in any 12 month period. The due date for each remaining Monthly Repayment must be on the same day of each month.

3. INSURING THE GOODS

If this loan is for a caravan, motor vehicle or motorcycle, until you have paid all of the amounts payable by you under this Agreement you must:-

- 3.1 keep the Goods insured as required by law; and
- 3.2 tell us immediately if the Goods are stolen, become a total loss or are sold.

If the Goods are stolen, become a total loss or are sold you will have to make payment as provided in clause 4.

4. SALE, LOSS OR DESTRUCTION OF THE GOODS

If this loan is for a caravan, motor vehicle or motorcycle, if you sell or otherwise dispose of the Goods or if they are stolen or become a total loss at any time before you have paid all of the amounts payable by you under this Agreement and we have given you seven days notice in writing of our intention to do so, we may require you to pay us immediately the outstanding balance of those amounts less any rebate for early payment to which you may be entitled.

5. CHARGES IF YOU BREAK THIS AGREEMENT

- 5.1 If any amount due from you is not received by its due date we may (without affecting any of our other rights) require you to pay interest on that amount until it is received both before and after any judgment at the interest rate charged under this Agreement.
- 5.2 If you fail to pay any Repayment shown on page 1 then we may charge you a fee of £12 after you have been in arrears for at least 10 days and a further fee of £12 after you have been in arrears for at least 30 days and have not made any payments in the last 30 days. If after that you remain in arrears and have not made any payment in the last 30 days, then we may charge you a further fee of £12 per month for each month or part month that you remain in arrears. We may change these fees by giving you two months' prior written notice.
- 5.3 You must pay us our reasonable costs and legal expenses for taking steps to make you keep to your part of this Agreement.
- 5.4 Any amount payable under this clause shall be payable by you on demand.

6. IF YOU BREAK THIS AGREEMENT

- 6.1 If you fail to make any payment due under this Agreement by its due date or if you break any other term of this Agreement the outstanding balance of all amounts payable by you under this Agreement less any rebate you may be entitled to on early payment will become payable by you immediately. See clause 6.2.
- 6.2 We may also request payment under clause 6.1 in the following circumstances:
 - 6.2.1 any information given by you in connection with this Agreement proving inaccurate in any material respect; or
 - 6.2.2 any security granted by you in our favour in respect of your obligations under this Agreement becoming enforceable (whether the same be enforced or not); or
 - 6.2.3 any judgment or order made against you not being complied with within seven days; or
 - 6.2.4 your being the subject of any:-
 - (i) winding up and/or bankruptcy order; or
 - (ii) resolution for winding up; or
 - (iii) agreement or compromise with creditors; or
 - (iv) appointment of a trustee, receiver, administrator or any analogous officer; or
 - (v) judicial arrest, distraint or seizure in respect of any of your assets or, in Channel Islands only, any declaration en désastre; or
 - (vi) other act indicative of your insolvency; or
 - 6.2.5 in the case of corporate borrowers only, a change of control of the borrower without our prior written consent (such consent not to be unreasonably withheld).

7. EARLY SETTLEMENT

If you wish to settle this Agreement early the amount payable by you will be all outstanding sums on the Agreement; including fees and charges; less a rebate of the interest charges calculated by the rule of 78 method (with the settlement date deemed to be deferred for 6 months or until the original end date of the Agreement, whichever is shorter).

8. RESTRICTIONS ON LIABILITY

It is agreed that:-

- (a) there is no express or implied term or condition of this Agreement that the Goods are of satisfactory quality or fit for any particular purpose or comply with any description which has been given of them; and
- (b) we are not liable either in contract or in tort for loss, injury or damage caused by any defect in the goods even if such a defect was apparent on examination of the goods; and
- (c) any dealer, broker or manufacturer who has been involved in this transaction is not our agent and we are not responsible for anything they have said, done or not done unless we have specifically authorised it in writing.

9. NOTICES

All notices, requests, demands or other communications to you shall be deemed to have been duly given or made when delivered personally or by letter or by facsimile to the address we hold for you on our records and/or any other correspondence address you have provided to us. In the case of facsimile, to a number you have provided to us or to your published number (if any). Posted letters shall be deemed to have been delivered forty-eight hours after posting (Saturdays, Sundays and Public Holidays excepted) and facsimile messages shall be deemed to have been delivered at the time of despatch unless they are received outside normal business hours in which case they shall be deemed received at the opening hours of business on the next working day.

10. COVENANTS**10.1 Corporate borrowers only:**

You represent and warrant on the date of signature hereof and at all times whilst this Agreement remains in force that the acceptance and performance of your obligations under this Agreement and any security documents entered into by you as security for your obligations under this Agreement, are within your corporate powers and have been duly authorised by all necessary corporate or other action and all necessary consents have been received and are in full force and effect and do not contravene any law or contractual obligations binding on you, or any provisions of your Memorandum and Articles of Association.

11. GENERAL

- 11.1 This Agreement shall be governed by the laws of the Island of Jersey where the loan is arranged through our Jersey office and shall be governed by the laws of the Island of Guernsey where the loan is arranged through our Guernsey office and the laws of the Isle of Man where the loan is arranged through our Isle of Man office and the parties submit to the non-exclusive jurisdiction of the Royal Courts of Jersey and Guernsey or the High Courts of the Isle of Man as the case may be.
- 11.2 We may transfer any of our rights under this Agreement. You may not transfer yours.
- 11.3 You must tell us within 7 days if you change your address.
- 11.4 If we relax any of the terms of this Agreement we can enforce them again at any time.
- 11.5 "We", "our" and "us" are references to the creditor named on page 1, and "you" and "your" are references to the Borrower(s) named on page 1.
- 11.6 If more than one Borrower is named on page 1 each Borrower will be liable individually and jointly with each other to pay all money due under or as a result of this Agreement.
- 11.7 A certificate signed by any officer of Black Horse Offshore Limited as to any amounts due hereunder shall be final and binding upon you save in the case of any manifest error on the face thereof.
- 11.8 Each of the provisions of this Agreement shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

USE OF YOUR INFORMATION NOTICE

- Your information will be held by Black Horse Offshore Limited which is part of the Lloyds Banking Group.
- More information on the Group can be found at www.lloydsbankinggroup.com.
- Your personal information will be shared within the Lloyds Banking Group to enable us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
- We will share your personal information from your application with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud will be passed to these agencies to prevent fraud and money laundering. Further details explaining how information held by the fraud prevention agencies may be used can be obtained by reading the privacy notice at <http://www.blackhorse.co.uk/Motor/privacypolicy.html> or by contacting us.
- We may obtain information about you from credit reference agencies and Group records to check your credit status. The credit reference agency enquiries may be seen by other companies making their own enquiries and may affect your ability to obtain credit elsewhere in the near future. We may also use credit scoring. If this is a joint application you are giving us permission to search and record information, and create a link between your financial records at credit reference agencies which will remain until you successfully apply for a "notice of disassociation" at these agencies.
- We may discuss your application and/or your agreement with the supplying dealer.
- We may give an early settlement quotation to the supplying dealer.
- With your consent we may give an early settlement quotation to any other dealer who asks us for one.
- We may ask you to provide physical forms of identity verification or search the files of credit reference agencies which will keep a record of our search, whether or not your application proceeds. This is not seen or used by lenders to assess your ability to obtain credit.
- Under Data Protection Legislation you have the right of access to your personal data. We are allowed to charge a fee of £10 for this service. If anything is inaccurate or incorrect, please let us know and we will correct it.
- Lloyds Banking Group companies may use your information to contact you by mail, telephone, email or text message about products and services that may be of interest to you.
- We may pass your information to the supplying dealer, any other same franchised dealer, or importer or the manufacturer and all companies within the manufacturer or dealer group for possible further business with you and to selected insurers for marketing purposes. We may also pass your information to agencies conducting market research for us.
- You have the right at any time to ask us not to contact you or give your details to others for these marketing purposes. You may write to us at Customer Care Department, St William House, Tresillian Terrace, Cardiff if you wish us to stop using your details.
- You also have the right at any time to ask us not to telephone you for sales purposes. Again you may write to our Customer Care Department if you wish us to stop telephoning you.
- To understand how the personal information you give us will be used. We strongly advise that you read our Privacy Statement, which you can find at <http://www.blackhorse.co.uk/Motor/privacypolicy.html> or you can ask us for a copy. By signing this Agreement, you agree to your personal information being used in the ways we describe. Please contact us if you have any questions.
- We may pass information about you and your agreement to anyone we have appointed to help administer your agreement, to your credit insurer for administration, claims handling and fraud prevention (which could include passing it to other insurers), to insurance companies or to recover amounts owing or to anyone to whom we transfer the agreement. We may discuss your application and/or agreement with the supplying dealer.
- Some telephone calls may be monitored or recorded but for the purposes only of maintaining and improving our service standards or for training our staff.