



MONEYBOAT.CO.UK

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Agreement number [X]

1. Nature of the agreement

This is a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974 (the 'Act') (the '**Agreement**').

2. Parties to the agreement

Creditor

Evergreen Finance London Limited
(trading as Moneyboat.co.uk)

Address: Address

Phone: Phone

Email: Email

Website: moneyboat.co.uk

Debtor

[Name]

Address: Address

Phone (landline): Home phone

Phone (mobile): Mobile phone

Email: Email

3. Duration of the agreement

The Agreement is for a fixed duration of [X] days, starting on the day we sign and date the Agreement.

4. Amount of credit

The total amount of the credit to be provided under the Agreement is £[X].

5. How & when credit will be provided

We will pay the amount of credit to you on the same working day that your application for credit is approved and we have signed and dated the Agreement, as long as this has happened before 5.00pm. We will pay this into a UK bank current account that you nominate. You agree to provide us with the full account name, sort code and account number of your bank account, together with your debit card details prior to this Agreement being completed.

6. Rate of interest

We will charge interest at the rate of 288.35% per annum (fixed), which will be calculated and applied on a daily basis on the amount you owe under the agreement.

7. Total amount payable

The total amount payable by you is £[X], which consists of the total amount of credit borrowed plus the calculated interest over the loan term.

8. Annual Percentage Rate ('APR')

The APR charged and payable under this Agreement is [X]%, calculated at the time of making this Agreement, and remains in force for the duration of the Agreement. This is on the assumption that you make the payments due under this Agreement in full and on time when due, that you and we comply with all the terms of this Agreement and the Agreement remains valid for the duration of the Agreement.

9. Timing of repayment

The total amount payable, as set out at clause 7, above will be split into [X] repayments to be repaid on the "Payment Dates" listed in clause 10 below. If the Payment Date(s) fall(s) on a weekend or UK public holiday, payment will be taken on the last working day before the Payment Date(s).

You agree that by providing your debit card details, you consent to us registering a Continued Payment Authority ("CPA") to collect your payments on each Payment Date from your bank account using the debit card details you provided. Should an attempt to take payment be unsuccessful, your CPA permits us to make one further attempt on the same day to take payment from your bank account using the debit card details you provided. Further details about how the CPA works is provided in the document we have given to you before entering into this Agreement, entitled **Continuous payment authority terms & conditions**. The information in this document is also available on our [website](#).

10. Amounts of repayments

The amount of each repayment to be made under the agreement is set out in the table below.

	Payment Date	Capital	+	Interest	=	Total
[X]	[X]	£[X]		£[X]		£[X]
[X]	[X]	£[X]		£[X]		£[X]
[X]	[X]	£[X]		£[X]		£[X]

11. Statement of account

You have the right to receive, on request, and free of charge, at any time throughout the duration of the agreement, under section 77B of the Act, a statement in the form of a table showing:

1. The details of each instalment owing under the agreement;
2. The date on which each instalment is due, the amount and any conditions relating to the payment of the instalment; and
3. A breakdown of each instalment showing how much comprises:
 - a. Capital repayment;
 - b. Interest payment; and
 - c. If applicable, any other charges

12. Charges

In the event of non-payment or default by you in breach of this Agreement, we reserve the right to charge:

1. An initial missed payment fee of £15.00 should we fail to receive the agreed payment within three days from the Payment Date; and
2. Interest on all arrears will be charged at the rate of [X]% per day subject to the total amount of interest payable under this agreement not exceeding 100% of the amount of credit provided, including all interest, fees and charges.

You may have to pay the costs that we incur if you are in breach of this Agreement. These costs or charges could include the cost of instructing third parties to trace you (for example if you move house without telling us), carry out debt collection activities on our behalf, or any costs we incur as a result of legal action we may take against you.

13. Missing payment warning

Warning: Late repayment can cause you serious money problems. For help go to moneyhelper.org.uk.

Missing payments could have severe consequences. Should we fail to receive payment in accordance with your obligations under this Agreement this could mean: in addition to being liable for default interest and charges (including but not limited to interest on the sums outstanding under this Agreement), your credit rating may be adversely affected, which could make it more difficult and/or more expensive for you to apply for and obtain credit in the future.

In addition we (and/or third parties instructed on our behalf) may commence legal action against you to recover amounts owing, and you may be liable to pay all and any associated costs incurred as a result. Should we obtain a County Court Judgement we may enforce this by way of applying to the Court for an Attachment of Earnings Order.

14. Right of withdrawal

You have the right (under section 66A of the Act) to withdraw from this Agreement before the end of 14 days beginning with the day after the day on which this Agreement is made, without having to provide any reason. You must give us notice of your intention to withdraw, which can be given to us by:

- Post, to Address
- Email, to Email
- Phone, on Phone

Once you have given us notice of your intention to withdraw from this Agreement, you must pay us, without delay and no later than 30 calendar days beginning with the day after the day you gave us notice of withdrawal, the amount of credit provided under the agreement together with interest from the date the credit was provided to the day we receive full payment in cleared funds. Interest will accrue at the interest rate provided in this agreement, equivalent to the sum of £[X] per day. You may pay us by debit card, direct payment into our bank account, cheque, bankers draft, or by whatever other method of payment is agreed between you and us. You may contact us by any of the means shown above.

15. Early repayment

You have the right to repay the loan early (under section 94 of the Act) in full or in part. You must notify us by phone, email or post of your intention to repay the loan early in full or in part. If you repay the loan early in full or part you will only pay interest, calculated and applied on a daily basis, on the amount you repay early to the date on which you repay it.

16. Ombudsman Scheme

If you are not satisfied with how we have handled any complaint you may have against us, as is further set out in clause 19 below, or we have not resolved your complaint within 8 weeks, you have the right to complain to the Financial Ombudsman Service by:

- Post, to Exchange Tower, London E14 9SR
- Email, to complaint.info@financial-ombudsman.org.uk
- Phone, on 0800 023 4567

17. Supervisory authority

We are authorised and regulated by The Financial Conduct Authority (of 12 Endeavour Square, London, E20 1JN), which is the supervisory authority under the Act, under firm reference number 674154.

Terms & conditions

The clause numbers used below continue from the numbering above.

18. Data protection

We process your personal data as set out in our privacy policy, which is available on our website (moneyboat.co.uk/privacy).

We use your personal information to process your application, assess your creditworthiness and verify your identity, to manage your account, communicate with you and to make collections, to contact you for marketing purposes, for internal statistical and analytical purposes and to notify you of any changes to our service. It may be shared by us with credit reference agencies ("CRAs") and fraud prevention agencies and disclosed by us to law enforcement agencies or regulatory bodies when we are obliged to do so.

Please refer to our privacy policy, write to us (at the address stated on the first page of the Agreement), or telephone us on *****\${mbPhone}***** if you require details of the CRAs or any other agencies from whom we obtain, and to whom we pass, information about you. You have a legal right to these details.

19. Default & termination

You will be in default under this Agreement if you do not make the payment on the Payment Date(s) specified in clause 10 above. In the event of default, subject to our obligations under the Act, all amounts owed by you under this Agreement, including interest payments, default charges and the amount of credit, will become due and payable. Also, we may exercise our rights to enforce this Agreement, including by commencing court proceedings in which case you may be liable for our costs.

We may terminate this agreement, upon the provision of the appropriate notices required under the Consumer Credit Act 1974 and demand immediate repayment of all amounts outstanding if you shall become bankrupt (sequestrated in Scotland) or otherwise insolvent or we have reasonable grounds to suspect that you have acted fraudulently or dishonestly.

20. Complaints

If you want to make a complaint about our products or services, and/or to request a copy of our complaints policy, you can contact us by post, email or phone, using the details on page 1 above. We will investigate any complaint and aim to resolve it as quickly as we can.

Details of our complaints handling policy can also be found on our website (moneyboat.co.uk/complaints-procedure)

If we do not resolve your complaint within eight weeks, or you are not satisfied with how we have handled your complaint, you can refer it to the Financial Ombudsman Service, as detailed in clause 16 above.

21. Notices

We reserve the right to attempt communication with you as reasonably required by us through any available means of contact. You agree that we are permitted to send you notices, demands and other communications by electronic means. You also grant us permission to contact your employer at any time as may be reasonably required by us; the nature of the call will not be disclosed to any third party.

We may make unilateral changes to this Agreement to:

- Make a change to your benefit;
- Meet our legal and regulatory obligations; or
- Correct errors, omissions, and inaccuracies

We will give you at least 30 days' notice of any change to your disadvantage and at least 7 days' notice of any other change to this Agreement.

22. Governing law

This Agreement shall be governed by the laws of England and Wales (or Scotland if you reside there), whose courts shall have the exclusive jurisdiction over any claim or matter arising under or in connection with this Agreement.

23. Allocation of payments

In the event that a payment is made outside of the scheduled Payment Dates as set out in clause 10 above, unless otherwise agreed, the amount paid will be used to clear the accumulated interest balance up till the date of that payment and the remainder of that payment will be used to reduce the capital. Unless otherwise agreed, the remaining loan balance will be re-amortized over the number of contractual repayments remaining as per the Agreement.

24. Your personal details

You must notify us immediately in the event that you change:

1. Your name;
2. Your address;
3. Your employment status or details; and/or
4. Your bank account and/or debit card details.

25. Loan & payment details

Loan amount £[X]

Agreed repayment dates [X]

Agreement reference [X]

Customer name [Name]

Funding account The loan will be funded into the following bank account:
Account number: ****[XXXX]
Sort code:[X-X-X]

Payment details The loan will be repaid using the following debit card:
Card number: **** [XXXX]
Card type:[X]
Expiry date:[MM]-[YYYY]

Agreement

By signing this agreement you are confirming that you want to be legally bound by its terms. You are also confirming that you have received, read and understood the Pre-Contract Credit Information ("PCCI") that you received after your initial application. The terms and conditions below also form part of this Agreement; please read them carefully before signing.

As you are entering into this agreement in the form of an electronic communication, instead of signing in your handwriting you should follow the instructions to e-sign this document. Once you have taken the above steps and clicked the button to sign, then this will have the same effect as if you had signed this agreement in your handwriting.

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.

Your signature

Our signature

Moneyboat

[X]

[Date]

(Date, time, and IP Address)

Signature for (or on behalf of) Creditor

[Date]

Moneyboat is a trading name of Evergreen Finance London Limited, a limited company registered in England and Wales with number 07669210. Our registered office is at 5 Broadbent Close, Highgate, London, N6 5JW. We are authorised and regulated by The Financial Conduct Authority, Register Number 674154.

FSLA-V2-2403