

Agreement number [REDACTED]

Novaloans Ltd trading as Cash4UNow.

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

This Loan Agreement is made between: - US (the "Creditor") Novaloans Limited trading as Cash4UNow, 7 Limewood Way, Leeds LS14 1AB (the "Creditor") and YOU; [REDACTED] (the "Debtor").

Duration of Loan Agreement: 4 months

Amount of Credit: £200.00

How and when credit will be provided: The credit advanced under this Loan Agreement will be transferred to the Debtor's designated bank account free of charge following the execution of this Loan Agreement.

Rate of Interest: Interest is charged at the fixed, flat rate of:

- 0.8% per day on the balance outstanding on 4 or 6 month loans, equating to 292% per annum

This is a rate capped product which means you will never have to pay back more than double the amount you borrowed (the total Amount of Credit shown above) including interest and all other charges.

The Total Amount Payable: is £302.38, being the sum of the Total Amount of Credit £200.00 and the Total Charge For Credit £102.38 under this Loan Agreement.

APR: 1323.67%

The assumptions applied in calculating the APR are that:

a) this Loan Agreement will remain valid for the period agreed and that the Creditor and Debtor will fulfil their obligations under the terms and by the dates specified in this Loan Agreement, and

b) the rate of interest is fixed as stated above.

Timing of repayments: The Total Amount Payable is to be repaid in 4 instalments by debit card on the Payment Dates shown below:

Date: 06/11/2020 Amount: £75.60

Date: 07/12/2020 Amount: £75.60

Date: 07/01/2021 Amount: £75.60

Date: 05/02/2021 Amount: £75.58

Statement of Account: You have the right to receive, on request, and free of charge, at any time throughout the duration of the Loan Agreement pursuant to section 77B of the Consumer Credit Act 1974, a statement (in the form of a table) showing:

- a) the details of each instalment owing under this Loan Agreement;
- b) the date on which each instalment is due, and the amount and any conditions relating to the payment of the instalment;
- c) a breakdown of each instalment showing how much comprises –
 - (i) capital repayment;
 - (ii) interest payment; and
 - (iii) if applicable, any other charges.

Charges: If you default, our tariff charges are as follows:

- a) We may charge you the sum of £5.00 on each occasion that your chosen form of repayment is returned unpaid for any reason up to a maximum number of 3 times, for 3 separate instalments (where applicable) with a maximum total of £15 default fees in the lifetime of the loan

Interest for late payment: You will be charged interest for the period you are in arrears at the flat contractual rate applying to this Loan Agreement and stated above subject to the application of the rate cap

Missing Payments Warning: Missing payments could have severe consequences, including the addition of default charges and/or interest and legal proceedings. It could also make obtaining credit more difficult and/or more expensive if we report your default to one or more Credit Reference Agencies (CRAs). We may report and acquire data about you to and from CRAs in real time.

Debit Card Authority: Where repayment is by debit card, you provide your debit card details for us to collect your repayment and continuous authority to do so. This means that if we cannot collect the money you owe us on the Payment Date, we can make a further attempt to debit your card in accordance with the terms and conditions of the Agreement.

Right of Withdrawal: You have the right to withdraw from this Agreement without giving any reason before the end of the 14 day period of withdrawal.

The period of withdrawal begins from the latest of the day after the day on which the loan agreement is made and the day on which you receive a copy of the loan agreement, or the day on which you are notified of its execution where you have received an identical unexecuted copy in accordance with section 61A(2) and (3) of the Consumer Credit Act 1974 and ends 14 days after that date. If you choose to exercise your right of withdrawal you must notify the Creditor of your intention to do so, by giving us notice as follows:

- a) by letter to Novaloans Ltd, 7, Limewood Way, Leeds LS14 1AB
- b) by email to info@cash4unow.co.uk; or
- c) by telephoning us on 0113 887 3434

If you do withdraw you must repay to the Creditor, no later than 30 calendar days after giving notice of your withdrawal, any monies paid to you under the Loan Agreement and any interest accrued, from the date the credit was provided up until the date you repay. Interest will accrue at the contractual rate in the sum of £1.60 per day. Your right to withdraw from this Loan Agreement will be lost if you do not exercise the right within the withdrawal period specified above. Repayment will usually be by your nominated debit card, although you may request an alternative method when giving us notice of withdrawal (e.g. bank transfer or an alternative debit card), which we may allow at our absolute discretion.

Early Repayment: You are entitled at any time, by giving written or oral notice to the Creditor and making payment to them by an agreed method to discharge your indebtedness under this Loan Agreement in full or in part. You can contact us to give notice as follows:

a) by letter to Novaloans Ltd, 7, Limewood Way, Leeds LS14 1AB

b) by email to info@cash4unow.co.uk; or

c) by telephoning us on 0113 887 3434

Early repayment will usually be by your nominated debit card, although you may request an alternative method when giving us notice (e.g. bank transfer or an alternative debit card) which we may allow at our absolute discretion.

Ombudsman Scheme: You have the right to complain to the Financial Ombudsman Service.

Supervisory Authority: The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN is the supervisory authority under the Financial Services and Markets Act 2000 for credit businesses. We are authorised and regulated by the Financial Conduct Authority with Firm Reference Number 672320.

The terms and conditions set out below are part of this Loan Agreement; please read them carefully.

This is a credit agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be bound by its terms.

Signature(s) of Debtor(s):



Date(s) of Signature(s):

22/10/2020

Signature for (or on behalf of) Creditor:

TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 In these Terms and Conditions, the words "you" and "your" refer to the Debtor who has entered into this Loan Agreement.
- 1.2 The words "we", "us" and "our" refer to the Creditor, Novaloans Ltd trading as Cash4UNow, 7 Limewood Way, Leeds LS14 1AB,.

2. YOUR OBLIGATIONS

- 2.1 We will pay the Amount of Credit into a bank account nominated by you. You confirm that:
 - 2.1.1 You received your salary payment on your last payday;
 - 2.1.2 Your last payday occurred within the period beginning 30 days before the date of your loan application (the "Loan Application");
 - 2.1.3 You have no reason to believe that your future salary payments will not be paid to you on or before the Payment Date, into the bank account ("the Account") specified by you in the Loan Application;
 - 2.1.4 You have a bank debit card acceptable to us;
 - 2.1.5 If the Account is a joint bank account, you have individual, full and unrestricted authority to nominate such Account and any debit card nominated by you in the Loan Application (the "Debit Card") for the purposes of these Terms and Conditions;
 - 2.1.6 You have been in full employment for at least 30 consecutive days prior to entering into this Loan Agreement and receiving a regular pay or salary amount;
 - 2.1.7 You authorise us to debit the amounts payable by you on each Payment Date and any other fees that you may incur under this Loan Agreement to the Debit Card;
 - 2.1.8 You are not currently in and are not anticipating entering into: a debt management plan, an individual voluntary arrangement or any other debt relief process including bankruptcy; and
 - 2.1.9 You are UK resident and aged 18 years of age or over.
- 2.2 Unless otherwise provided in this Loan Agreement, all payments will be applied first to default fees payable under conditions of default, interest charges due under this Loan Agreement and then to the Loan Amount.
- 2.3 You grant us permission to contact your employer (as specified by you in the Loan Application under the section entitled "Employment Information") at any

time as may be reasonably required by us to confirm the fact of your employment only.

2.4 You must inform us immediately of any changes to your bank details or employment details, or of any other changes in circumstances which may affect your ability to make payments under this Loan Agreement.

3. REPAYMENTS

3.1 Repayments will be made by the Debit Card as agreed between us.

3.2 We will notify you by email, SMS text or telephone call at least 3 days before each Payment Date, to remind you when payment is due.

3.3 We will collect the repayments due, including any interest and applicable charges, electronically on the Payment Date by continuous payment authority (CPA).

3.4 As repayment is by Debit Card, when you enter into this agreement you provide us with continuous payment authority (CPA) so we can collect repayments automatically using the Debit Card details provided

3.5 We will make up to two attempts to collect the amount of the due instalment (including any applicable charges). The first attempt will be on the Payment Date. If this attempt is unsuccessful we will make a second attempt on the day after the Payment Date. We will never seek to recover part-payment unless you instruct us to do so.

3.6 Please note that separate payment attempts by debit card that are individually and expressly agreed with you do not fall within the definition of continuous payment authority and are not subject to the above provisions.

3.7 If we are notified that you are experiencing financial difficulty, or if we have reason to believe you may be experiencing financial difficulty (for example by being contacted by a debt management company) then all attempts on the Debit Card will stop.

3.8 We will not make any payment attempts on the Debit Card for alternative amounts, or on days other than set out above, unless we have specifically agreed these alternate attempts with you in advance.

3.9 You can cancel the continuous payment authority directly with your bank or by contacting us by email at info@cash4unow.co.uk or telephoning us on 0113 887 3434*. If you do cancel you will still owe any outstanding debt and will need to provide us with an alternative method of repayment on the Payment Date to avoid going into default.

3.10 If we are unable to collect repayment on the Payment Date or the day after, you will be in arrears. Please note the adverse consequences of missing payments, including the default fees detailed below.

3.11 When we are notified your payment has failed, we will attempt to contact you by text, email and telephone; please let us know immediately if you are

experiencing financial difficulty, we will show forbearance and seek to assist you by agreeing alternative repayment arrangements.

3.12 If the balance remains outstanding and you have not responded to any of our attempts to contact you, we may pass your file to a licenced debt collection agency.

4. DEFAULT

4.1 You will be in default under this Agreement if you do not make a payment on the Payment Date(s) as specified in this Loan Agreement. Also, if you fail to make payment in accordance with this Agreement on the scheduled Payment Date, you will be in default of this Agreement. Missing payments can make it more difficult and/or expensive for you to obtain credit in future if your default is reported to Credit Reference Agencies (CRAs). We may report and acquire data about you to and from CRAs in real time and missing payments will mean you will pay more in default charges and interest.

4.2 In the event of default, subject to our obligations under the Consumer Credit Act 1974, 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.

5. DATA PROTECTION

5.1 The information we collect from you is used by us to assess your creditworthiness, to manage your account and to make collections; it is also used to contact consumers for marketing purposes; it is disclosed by us when legally required to do so at the request of government authorities conducting an investigation; we also use it to verify or enforce compliance with the policies governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.

5.2 In order to process your application, we will perform credit and identity checks on you with one or more CRAs. Where you take banking services from us we may also make periodic searches at CRAs to manage your account with us.

To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;

- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances.

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in the CRA Information Notice (CRAIN). CRAIN is accessible from each of the three CRAs – clicking on any of these three links will also take you to the same CRAIN document: Callcredit www.callcredit.co.uk/crain; Equifax www.equifax.co.uk/crain ; Experian www.experian.co.uk/crain/index.html .

5.3 It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions on credit; on motor, household, life and other insurance proposals or claims for you and members of your household.

5.4 Please write to us at our address stated above, or telephone us on 0113 887 3434* if you require further details of the credit reference agencies or any other agencies from whom we obtain, and whom we pass, information about you. You have a legal right to these details. You have the right to receive a copy of the information we hold about you if you apply to us in writing.

5.5 If you have provided your consent we may use your information to inform you about our other products and services which we believe may be of interest to you. We will only contact you by the methods you have consented to receive communications from us (email, sms or telephone).

5.6 If you do not want us to use your details for the purposes of marketing, you can object/withdraw your consent at any time by responding to any of our email communications with "remove" in the subject line, by sending us an email to info@cash4Unow.co.uk or by contacting us at Novaloans Ltd, 7 Limewood Way, Leeds, LS14 1AB.

- 5.7 If you object/withdraw your consent to our use of your data for marketing purposes, we will honour such choice once we have had a reasonable opportunity to process your request. We reserve the right to take reasonable steps to authenticate your identity with respect to any such request or other enquiry.
- 5.8 Where you have given your explicit consent, via the opt-in box on our online application form, we may pass your details on to carefully selected third party introducers who may search for an alternative lender to consider your details in the event you are unsuccessful in obtaining a loan from us. You can learn more about the information we pass on and the third parties we use [here](#).
- 5.9 Your data remains on file for 6 years after our files with your information are closed, whether settled by you or in default.

6. RESPONSIBLE LENDING

- 6.1 Novaloans Ltd, trading as Cash4UNow, is committed to responsible lending. It is important that you do not take on more borrowing than you can afford. Remember if you run into difficulties with your repayments, please contact us immediately. We will treat you sympathetically and positively. Where we have taken an amount under a continuous payment authority that has resulted in financial difficulty for you with priority debts, we may be able to repay the amount concerned.
- 6.2 The Consumer Credit Act 1974 states that irresponsible lending may be considered by the Financial Conduct Authority to be deceitful, oppressive or otherwise unfair or improper. This conduct is incompatible with our operating principles.
- 6.3 We uphold the overarching principles of consumer protection and fair business practice in our consumer credit business by ensuring that they are entrenched in our business practices and procedures. As part of our adherence to these policies, we will only lend an amount of credit that we are reasonably satisfied that you are able to repay on your paydays, including any charges.
- 6.4 We consider each lending decision individually on the basis of what we know about your circumstances, based on the information you have provided to us, and your credit and repayment history.
- 6.5 We strictly observe the requirement to undertake due diligence on all our customers, this means we will not complete any transaction and pay out funds until we are sure we know who you are in accordance with the provisions of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017.
- 6.6 We operate a transparent, fixed charging policy - there are no hidden fees or charges, so you know how much you will repay before committing to the loan. Details of our charges are set out in this Loan Agreement and further information regarding charges is available on request, or on our website at www.cash4unow.co.uk.

7. COMPLAINTS

- 7.1 If you have a complaint, please contact us at info@cash4unow.co.uk and we will investigate your complaint. We will acknowledge your complaint quickly, and in any event within 5 days of it being received by our complaints team.
- 7.2 We will do our best to resolve your complaint by the close of business on the third business day following the day on which it is received.
- 7.3 If we resolve your complaint by the close of business on the third business day following the day on which it is received, we will send you a written summary resolution communication informing you that your complaint has been resolved and we consider the matter to be closed. We will also tell you that you can refer your complaint to the Financial Ombudsman Service if you remain dis-satisfied with our response and you should do this within six months of receipt of our summary resolution.
- 7.4 If we cannot resolve your complaint by the close of business on the third business day following the day on which it is received, we will send you an acknowledgement within 5 working days thereafter to advise who is responsible for your complaint and we will also request any further information we require. We will advise you of a time limit by which we require the information we have requested.
- 7.5 We will endeavour to complete our investigation and provide you with a final response as soon as possible. We will attempt to both resolve your complaint through investigation and to respond to you with the outcome within four (4) weeks of receiving your complaint.
- 7.6 If we cannot resolve your complaint within this timescale we will write to you and let you know why, and tell you about the progress of your complaint. We will issue a final response letter within eight (8) weeks.
- 7.7 Should you remain dis-satisfied, our final response letter will explain that you can refer your complaint to the Financial Ombudsman Service ("FOS"). We will enclose a leaflet from the FOS with our final response letter, or in the case of an electronic communication, we will include the FOS's link to its leaflet. You should contact the FOS within 6 months of our final response to your complaint. You may write to FOS at the following address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR or refer to their website at www.financial-ombudsman.org.uk
- 7.8 We are also members of the CCTA. Please refer to their website at <http://www.ccta.co.uk> for details of their code of practice.
- 7.9 If you are not happy with our final response you may refer your complaint to our Trade Association, the Consumer Credit Trade Association ("CCTA") by writing to them at: The Chief Executive, Consumer Credit Trade Association, Airedale House, Aire Valley Business Park, Dowley Gap Lane, Bingley, BD16 1WA.
- 7.10 Your right to complain to FOS is independent of your right to take your

complaint to the CCTA. You are not required to approach the CCTA before FOS.

7.11 We are required to make you aware of the European Commission's Online Dispute Resolution Platform which allows you to make a complaint about online purchases through the platform. This platform may be used to facilitate resolution of disputes and sits alongside our existing complaints procedure. For more information click here <http://ec.europa.eu/consumers/odr>

7.12 For more information please see our [Complaints Policy](#)

8. REGULATORY INFORMATION

8.1 We are registered by the United Kingdom's Registrar of Companies and our company number is 07639288. Our main business is consumer lending.

8.2 We are authorised and regulated by the Financial Conduct Authority, who are the supervisory authority under the Financial Services and Markets Act 2000 for credit businesses under registration number 672320.

8.3 We are registered with the Information Commissioner in compliance with the Data Protection Act 1988. Our registration number is Z2724368.

9. MISCELLANEOUS

9.1 If we do not enforce our rights under this Loan Agreement at any time we will not be prevented from doing so later.

9.2 By having provided us with an email address, you agree that we may service any notice or demand on you by sending it to that email address, serving it on you personally or leaving it or sending it by prepaid envelope addressed to you at your current address or last known business or private address. If sent by first class post it will be assumed to have been received by you 48 hours after posting.

9.3 We may vary the terms of this Loan Agreement to reflect market changes, to update this Loan Agreement in line with our business practices, or changes in applicable laws and regulatory guidance and we will do so in accordance with our responsible lending obligations and policies. We shall give you at least 7 days notice before the variation takes effect.

9.4 We may transfer or assign all or any of our rights under this Loan Agreement without your consent but if we do so you will be informed of this.

9.5 This Loan Agreement shall be construed according to the laws of England and Wales (or Scotland if the Debtor resides there) whose courts shall be the exclusive courts of jurisdiction over any claim or matter arising under or in connection with this Loan Agreement.

9.6 The contractual terms and conditions, and the prior information, are in English. We undertake, with your agreement, to communicate with you in English during the duration of this Loan Agreement.

9.7 Your obligations under this Loan Agreement are unsecured.

9.8 Calls may be recorded and monitored for security and training purposes. Call charges may apply depending on your telephone provider.