

Fixed Sum Loan Agreement
regulated by the Consumer Credit Act 1974

1. Nature of the agreement:

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

2. Parties to the agreement:

2.1. Creditor:

Evergreen Finance London Limited t/as MoneyBoat.co.uk
Address: 5 Broadbent Close, Highgate, London
Postcode: N6 5JW
Telephone: +44 203 818 7470
Email: thecrew@moneyboat.co.uk
Website: www.moneyboat.co.uk

2.2. Debtor:

Name: [REDACTED]
Address: [REDACTED]
Postcode: [REDACTED]
Phone (landline): [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

3. Duration of the agreement:

The Agreement is for a fixed duration, namely for a term of 166 days. The dates of repayment of the monies due under this Agreement (in accordance with clause 10, below) is "Specified Day" over the next 6 instalments or the working day before should one of the dates fall on a weekend or UK public holiday.

4. Amount of credit:

The total amount of the credit to be provided under the Agreement, namely £400.

5. How and when credit will be provided:

The loan sum will be advanced to you within the same working day of your application for credit being approved and the Agreement being completed as long as this has been done before 5.00 pm. The sum advanced will be paid by us 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 255.5% per annum (fixed) on a daily basis on the amount you owe under the agreement (in accordance with clause 3, above).

7. Total amount payable:

The total amount payable by you is: £685.44, which consists of the total amount of credit borrowed plus the calculated interest.

8. APR:

The APR charged and payable under this agreement is 937.2%, calculated at the time of making this agreement and remains in force for the Term of the Agreement.

9. Timing of repayment:

The loan sum advanced to you (together with all interest and other charges due under this Agreement, and totalling the sum set out at clause 7, above) is split into 6 instalments be repaid on the "Specified Day" over the next 6 months or on the working day before should any one of the dates fall on a weekend or UK public holiday (which will be debited from your nominated debit card, in accordance with clause 10, below). Refer to the full terms and details; Addendum: CPA Terms and Conditions emailed to you with your Pre-Contract. 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	Outstanding Capital	Payment towards Capital	Payment towards Interest	Total Payment	Instalment Duration
1	10-11-2021	£400.00	£66.64	£47.60	£114.24	17 days
2	10-12-2021	£333.36	£44.24	£70.00	£114.24	30 days
3	10-01-2022	£289.12	£51.51	£62.73	£114.24	31 days
4	10-02-2022	£237.61	£62.68	£51.56	£114.24	31 days
5	10-03-2022	£174.93	£79.96	£34.28	£114.24	28 days
6	08-04-2022	£94.97	£94.97	£19.27	£114.24	29 days

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 pursuant to 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: (i) capital repayment, (ii) interest payment, and (iii) 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:

- an initial missed payment fee of £15.00 should we fail to receive the agreed payment within three days from the agreed repayment date; and
- interest on all unpaid principle at the rate of 0.7% 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.
- in the event that we issue court proceedings against you for the amount that you owe, we may also recover from you any costs or fees incurred in relation to the court proceedings.

13. Missing payment warning:

Should we fail to receive payment in accordance with your obligations under this Agreement a number of consequences may arise: in addition to being liable for default charges (including but not limited to interest on the sums outstanding under this Agreement), your credit rating may be adversely affected, which will 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 legal costs. 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 (pursuant to 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.

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 £2.80 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 by 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). You must notify us by phone, email or post of your intention to repay the loan early in full or in part.

16. Ombudsman Scheme:

You have the right to complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR or by calling 0800 023 4567 or by email to complaint.info@financial-ombudsman.org.uk.

17. Supervisory authority:

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

18. Miscellaneous:

We reserve the right to attempt communication with you as reasonably required by us through any available means of contact. 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.

This agreement is between us, the creditor and you, the debtor named above on the terms set out above and below. This agreement comes into force and becomes executed when we sign and date this agreement and send the loan funds into your bank account.

In the event that a payment is made outside of your contractual instalment plan, 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 reduced from the outstanding loan principle. Unless otherwise agreed, the remaining loan balance will be re-amortized over the number of contractual repayments remaining as per the Agreement.

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. 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 submit then this will have the same effect as if you had signed this agreement in your handwriting.

By signing this agreement you are also confirming that you received, read and understood the Pre-Contract Credit Information ("PCI") (Standard European Consumer Credit Information) that you received after your initial application.

You must notify us immediately in the event that you change (i) your name, (ii) your address, (iii) your employment status or details, and / or (iv) your bank account and / or debit card details.

Loan Amount: £400.00

Agreed Dates of Repayment: 10-11-2021, 10-12-2021, 10-01-2022, 10-02-2022, 10-03-2022, 08-04-2022,

Loan Reference #: [REDACTED]

Customer Name: [REDACTED]

We need the following details to be able to fund your loan into your account.

Account Number: [REDACTED]

Sort Code: [REDACTED]

We need the following details to be able to collect payment from your account via Continuous Payment Authority on the agreed repayment dates. For your security, these details are sent using an encrypted connection and are handled in accordance with PCI DSS standards.

Debit Card number:

Card Type: Select...

Expiry Date: Select.. / Select... * (MM/YYYY)

CVV number: * 3 digits on the back of your card

.....
Your Signature

MoneyBoat.co.uk

.....
Signature for (or on behalf of) Creditor

Date: 24th October, 2021