



Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Between

(1) Cash On Go Ltd of 76 King Street, M2 4NH, Manchester ("We" or "Our" or "Us")

(2)

("Your" or "You")

Agreement No. _____

Loan Statement (Key Financial Information) and Loan Terms and Conditions

Your Loan Statement (Key Financial Information) and Terms and Conditions are an integral part of this Agreement and You should read them before You sign the Agreement.

This Agreement is a fixed sum credit agreement, under which You are provided with unrestricted-use credit.

Default and other Charges

If You do not repay any sum by the date it is due under this Agreement, We will charge You:

- (a) daily interest on the outstanding principal sum at the contractual rate set out in the Loan Statement (Key Financial Information) section above up to a maximum of 0.8% per day;
- (b) £15 for late payment;
- (c) and any other reasonable costs that We incur as a result of You missing Your payments, such as Our reasonable legal costs or the additional costs incurred by Us by instructing a debt collection agency to recover amounts due from You.

However, You will never have to pay back more in interest, fees and charges than the amount You borrowed.

Please note that contacting Us by text may cost You Your normal network charges.

Missing Payments

Failure to keep up with repayments under the Agreement (or if We are unable to contact You from the information You have given to Us or You do not contact Us once amounts are overdue) may result in Us instructing a debt collection agency to recover amounts due from You. This would include sending Your personal details, including name and contact details and details about Your payment history under the Agreement, to third party debt collection agencies. In such instances, the third party debt collection agency will, on Our behalf, collect the amount that You owe under the Agreement. This contact is generally made via letters, calls, emails and texts but may also include visiting You at Your registered home address to discuss Your payment



options.

We may also sell Your debt and pass on personal data held about You to third party debt collection agencies (or other such buyers). In such instances, the third party will have the right to all claims against You and recover the funds owed. The debt buyer may use or disclose Your personal information in the same way as set out in the Terms and Conditions.

Missing Your repayments also makes it more difficult to obtain credit in the future and We may take legal proceedings against You and make an adverse entry against You with a credit reference agency. You are also likely to be declined for further advances from Us.

If You experience difficulties in paying amounts to Us under this Agreement please contact Us either in writing or orally. To contact Us in writing You can either write to Cash On Go Ltd, of 76 King Street, M2 4NH, Manchester; or email to info@peachy.co.uk, or by fax to 020 7 681 1193. To notify Us orally You should telephone 08000 124743 and speak with a Customer Service Representative.

Statement of Account

Where Your advance is repayable in instalments, You have the right to receive on request, and free of charge, at any time during this Agreement, a statement pursuant to s77B of the Consumer Credit Act 1974 in a table format showing:

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

Withdrawal Rights

You have the right to withdraw from this Agreement under s66A Consumer Credit Act 1974 within 14 (fourteen) days, without penalty and without having to give any reason. Your right to withdraw from this Agreement commences on the day after whichever is the later of (a) the date of the Agreement; and (b) the date You receive a notice from Us (that the agreement has been executed in identical terms to the copy already given to You and that You have the right to a copy of the executed agreement if You ask within 14 (fourteen) days to Your email address, and ends 14 (fourteen) days after that date. If You want to withdraw, You must notify Us of Your intention to do so, either in writing or orally. To withdraw in writing, You can either write to Cash On Go Ltd, of 76 King Street, M2 4NH, Manchester; or email to info@peachy.co.uk, or fax Your withdrawal notice 020 7681 1193. To withdraw orally, You must telephone 08000 124743 and speak with a Customer Service Representative.



If You withdraw from this Agreement, You must repay any credit already provided under this Agreement as well as any interest accrued on the credit (calculated from the date the advance was provided until the date it is repaid) without delay and no later than 30 (thirty) calendar days after giving notice of withdrawal. The accrued interest will be £0.8 per day calculated at the contractual rate set out in Your Loan Statement (Key Financial Information) up to a maximum of 0.8% per day. The credit owed can be paid via bank transfer to Our account (the details of which can be obtained by emailing Customer Service Team on info@peachy.co.uk) but must include reference to Your Agreement number (so We can identify the payment). Alternatively, You may make payment by debit card by calling Us on 08000 124743.

Please make sure that You refer to Your Agreement Number if You contact Us so that We can identify Your payment when We receive it.

Your right to repay early

You have the right to repay early the advance in full or in part under s94 Consumer Credit Act 1974. You must give Us notice if You wish to repay early either by writing to Us at Cash On Go Ltd, 76 King Street, M2 4NH, Manchester; by emailing Us at info@peachy.co.uk, or by faxing Us on 020 7681 1193. To notify Us orally You should telephone 08000 124743 and speak with a Customer Service Representative.

You can make early repayment via bank transfer to Our account (the details of which can be obtained by emailing Customer Service Team on info@peachy.co.uk) but must include reference to Your Agreement number (so We can identify the payment). Alternatively, You may make payment by debit card by calling Us on 08000 124743.

Please make sure that You refer to Your Agreement Number if You contact Us so that We can identify Your payment when We receive it.

Any partial early repayment will be applied first in payment of interest and secondly in repayment of the capital amount of the advance. If Your advance is repaid in instalments, in the case of partial early repayment, We will send You a new Loan Statement (Key Financial Information) including the number of repayments, the dates on which the repayments are due and the amount of each repayment, which will apply if the partial early repayment is made according to Your notification.

Your right to apply for a loan extension or top up

You may be able to refinance Your loan by applying for an extension and extending the term of Your agreement and/or by applying for a top up and also increasing the amount of credit. If approved, you will not be able to refinance Your agreement on more than two occasions.

Extension

You may ask to extend Your loan at www.peachy.co.uk. You must first sign into Your account



and then follow the onscreen instructions in order to make Your request for an extension.

If We accept Your request for an extension, We will tell You, once We have carried out Our checks, whether We have decided to allow the extension, as well as provide You with an information sheet in the required form and information on the total amount repayable and the proposed repayment schedule, including the amount of each repayment and repayment date(s).

Before We grant any loan extension, You must immediately repay Your outstanding fees and interest. Once Your agreement has been extended, Your loan repayment(s) will be deferred until your next payday.

Top Up

You may also be qualified to apply for a top up and increase the amount of credit as well as extending the term of Your agreement. If You qualify, You may apply for a top up at www.peachy.co.uk. You must first sign into Your account and then follow the onscreen instructions in order to make Your request for a top up.

If We accept Your request for a top up We will tell You, once We have carried out Our checks, whether We have decided to allow the top up, as well as provide You with an information sheet in the required form and information on the total amount repayable and the proposed repayment schedule, including the amount of each repayment and repayment date(s). Before We grant a top up, You must immediately repay Your outstanding fees and interest.

If approved, Your existing loan will be rolled into the new loan. The additional borrowed amount will be added to Your existing outstanding principle balance, You will accrue daily interest on Your total outstanding principle and Your loan repayments will be rescheduled.

Each application for an extension and/or top up is considered individually and We may in Our sole discretion grant such a request, but only if We are satisfied that to do so would be in Your interests and that You can afford to take on the extension/top up.

Please be aware that refinancing Your loan can substantially increase the total cost of repayment. You should not apply to refinance your agreement if this would result in your commitments not being sustainable.

A peachy.co.uk loan is designed for short term borrowing and is not suitable for long term borrowing as the costs are likely to be significantly higher than other forms of lending which are designed for borrowing over sustained periods. If You refinance Your loan, interest will continue to be added to Your outstanding balance on a daily basis until You repay the loan in full.

Ending this Agreement and Early Repayment

You can end this Agreement at any time by giving Us notice in writing and repaying the whole



amount of outstanding balance (including interest) immediately.

Cancellation of Agreement by Us

We may cancel this Agreement and require prompt repayment of the outstanding balance under the Agreement if We:

- a) reasonably believe that You have financial difficulties that may result in You being unable to meet and fulfill the conditions of this Agreement;
- b) find out that You have been dishonest or if You have provided Us false or inaccurate information in any respect, especially in a way which affects Our decision to lend money to You (which We may also treat as fraudulent activity and inform the relevant authorities accordingly);
- c) if You have persistently and/or materially broken the terms of the Agreement;
- d) if You die or become bankrupt;
- e) if You enter into an individual voluntary arrangement (IVA) with people You owe money to.

The cancellation notice will be sent to You by e-mail or by post within 24 hours of cancellation.

Complaints procedure

We take customer feedback (both positive and negative) very seriously. Please let Us know as soon as possible if You are unhappy with any part of Our service or if You have any suggestions on how We can make it better. To do that, You can:

Email Us at:	complaints@peachy.co.uk
Call Us on:	08000 124743
Or write to:	Cash On Go Limited at 76 King Street, M2 4NH, Manchester

We will do Our best to resolve Your complaint as soon as possible. If We can't resolve Your complaint within 72 hours, We will write to tell You who is dealing with Your complaint and when We will contact You again. If the issue is very complex We might need more time but in any case We will send You Our full response within 8 (eight) weeks of receiving Your complaint.

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

If You are dissatisfied with the way We have handled Your complaint, You have the right to refer Your complaint to the Financial Ombudsman Service, free of charge - but You must do so within six months of receiving the final response from Us. If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances. Their contact details are set out below:

Financial Ombudsman Service (FOS)
Exchange Tower
London



E14 9SR

Tel: 08000 23 4567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You also can submit Your complaint through the European Commission online dispute resolution platform (ODR). This platform allows You to submit the complaint using ODR platform. Complaints submitted to the platform will be dealt with the Financial Ombudsman Service (FOS). The European Commission online dispute resolution (ODR) platform for complaints can be found at: <http://ec.europa.eu/consumers/odr/>.

The platform can help You resolve a complaint without going to court. The site is free to use. Once You have filled in the online complaint form and submitted it to the site and We have received it, We have 30 days to agree on the dispute resolution body that will handle Your dispute. The dispute resolution body then has three weeks to decide whether it is competent or not to deal with Your dispute and inform You thereof. It may also contact You for more information but it will have an outcome for Your dispute within 90 days.

Supervisory Authority

Cash On Go Limited is authorised and regulated by the Financial Conduct Authority (FCA) to carry out a consumer credit business under registration number 674331. FCA is the supervisory authority under the Consumer Credit Act 1974.

Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

Tel: 0800 111 6768 (freephone) or 0300 500 8082

Email: consumer.queries@fca.org.uk

Website: www.fca.org.uk

Customer's Signature

By signing this Agreement, You agree to be bound by both the terms contained within the Agreement including the Loan Statement (Key Financial Information) and Loan Terms and Conditions attached to or accompanying this Agreement.

This is a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974. Sign it only if You want to be legally bound by its terms.

Signed for and on behalf of

Signed Agreement: 23/11/2018



Cash On Go Ltd.

This document is generated by Cash On Go Ltd.

Signed for and on behalf of Cash On Go Ltd, Electronically Signed Agreement: 23/11/2018



Loan Statement

(Key Financial Information)

This Loan Statement is an integral part of Your Credit Agreement. It sets out Key Financial Information about Your advance.

Loan information

Agreement number:

Agreement date:

Your information

Name:

Address:

Your date of birth:

Mobile:

Once We have received Your request for an advance and We have agreed to provide You with that advance, We will pay the agreed amount into Your bank using the details which You have provided Us. We will then inform You either by text message or email when the advance is being processed and when it has been sent to Your bank account. We shall have no liability in respect of any errors You have made when providing us with Your bank account details.

Key financial information

Repayments: Your advance must be repaid in the amounts and on the Payment Dates set out in the loan repayment schedule set out below (as may be amended as set out in the 'Your right to repay early' section of the Agreement).

No	Date	Payment	Principal	Interest	Penalty	Total Paid	Paid at	Balance left	Total
1		£	£	£	£	£		£	£
2		£	£			£		£	£
3		£	£			£		£	£

Total interest: £
Total fees: £
Total payable: £



Duration of agreement:

Amount of credit: £

Interest rate: % per annum (fixed) which shall apply to the balance outstanding on your account from the date you receive the advance until the date you repay all outstanding sums due under the Agreement.

Interest charges: £

Total amount payable: £

APR: % APR

In calculating the interest charges, total amount payable and APR, we have assumed that this Agreement will remain valid for the period agreed and we will both fulfil our respective obligations under the terms and by the dates specified in this Agreement and that you do not withdraw or make any early repayment (in whole or in part).



Loan Terms and Conditions

- (1) Cash On Go Ltd of 76 King Street, M2 4NH, Manchester ("We" or "Our" or "Us")
(2) Customer ("Your" or "You")

1. Application

These Loan Terms and Conditions will apply to and form part of the Fixed Sum Loan Agreement ("the Agreement") entered into by you with Cash on Go Ltd trading as Peachy.co.uk of Cash On Go Ltd of 76 King Street, M2 4NH, Manchester, Company Registration 7306662.

2. Advances and repayments

2.1 Once We have entered into this Agreement, We will pay the agreed amount by direct payment into Your nominated bank account ("the Account") using the details which You have provided Us. We will then inform You either by text message or email when the advance is being processed and when it has been sent to the Account.

2.2 You confirm and agree that at the date of applying for and entering into the Agreement and for so long as any amounts are owed by You to Us, You are not:

- a) Under 18 years old
- b) in a debt management plan (or similar scheme) or considering entering a debt management plan (or similar scheme);
- c) in an individual voluntary arrangement ("IVA") nor considering entering into an IVA.;
- d) bankrupt or considering filing for bankruptcy;
- e) under notice of termination of employment, redundancy or any other notice which could affect Your employment status;
- f) in receipt of statutory sick pay or suffering from any medical condition which would cause You to apply for statutory sick pay during the period of which an advance is outstanding;
- g) in receipt of any benefits instead of Your usual wages, salary or other income declared to Us in Your application.

2.3 You will inform Us immediately of any changes to Your bank details, contact details or employment details, or of any other changes in circumstances which may adversely impact Your ability to make payments under the Agreement.

2.4 By signing the Agreement, You confirm that Your wages are regularly paid into the Account which is connected to the debit card You have registered with Us. You also agree to ensure that there are sufficient funds available in the Account on the agreed repayment date(s) to cover any advance, interest and any fees to Us.

2.5 You authorise Us to collect repayments and any other payments under the Agreement from You by debiting the debit card which You have registered with Us.

2.6 Each date for payment referred to in Your Loan Statement (Key Financial Information) is a



Payment Date. On each Payment Date, We shall attempt to collect the payment in full as per the terms of the Agreement. Where We cannot obtain the amount outstanding on the relevant Payment Date, We will make immediate attempts on that day and the following days to contact You by phone, email and/or text message and find out why You have been unable to meet Your repayment obligations. We urge You to contact Us as soon as possible to explain any repayment difficulties and avoid incurring unnecessary interest charges. We will only collect the full payment unless you give us your express consent to collect a part payment.

2.7 If, for any reason, We are unable to collect payment on the due date:

- a) We may attempt to collect the payment in full from Your debit card on the following day;
- b) We may send you reminder letters after the due date of the payment;
- c) We will be entitled to charge interest on any outstanding balance. Interest will continue to be charged at the contractual rate set out in Your Loan Statement (Key Financial Information) up to a maximum of 0.8% per day;
- d) We reserve the right to seek interest on any overdue sums both before and after any judgment; and
- e) We will be entitled to seek payment from You as reimbursement of any and all reasonable costs (including debt collection and legal costs) incurred by Us in enforcing any of the terms of the Agreement.

However, you will never have to pay back more in interest, fees and charges than the amount you borrowed.

3. Use of Your Information

3.1 It is important that You provide us with accurate information. Prior to entering into the Agreement, or at the time of doing so, We may decide to check Your details with fraud prevention agencies. If You provide Us false or inaccurate information or We suspect or identify fraud, the details will be passed to fraud prevention agency or/and other organisations involved in crime and fraud prevention. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering and to help make decisions on credit, motor, household, life and other insurance proposals or claims for You and members of Your household and, for example, when

- a) checking details on applications for credit and credit related or other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact us at Cash On Go Ltd, 76 King Street, M2 4NH, Manchester or by email to info@peachy.co.uk, if you want details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

3.2 Furthermore, prior to entering into the Agreement, We check Your record at credit reference agencies and the information You have provided Us to assess the affordability of the loan. Details of Our search and Your application will be recorded and this will be seen by other



organizations that make searches. Our search of records at credit reference agencies may be linked to Your spouse/partner or other persons with whom You are linked financially. For the purposes of any application or the Agreement, You may be treated as financially linked and You will be assessed with reference to "associated records".

3.3 We may also add to Your record with the credit reference agencies details of the Agreement, the payments You make under it and any default or failure to keep to its terms. These records will be shared with other organizations and may be used and searched by Us, and others, in order to:

- a) consider applications for credit and credit related services, such as insurance, for You and any associated person;
- b) trace debtors;
- c) recover debts;
- d) prevent or detect money laundering; and
- e) manage Your accounts.

3.4 Failure to keep up with repayments under the Agreement may result in Us sending Your personal details, including name and contact details and details about Your payment history under the Agreement, to third party debt collection agencies. In such instances, the third party debt collection agency will, on Our behalf, collect the amount that You owe under the Agreement. This contact is generally made via letters, calls, emails and texts but may also include visiting You at Your registered home address to discuss Your payment options. We may also sell Your debt and pass on personal data held about You to third party debt collection agencies (or other such buyers). In such instances, the third party will have the right to all claims against You and recover the funds owed. The debt buyer may use or disclose Your personal information in the same way as set out in the Terms and Conditions. Missing Your repayments also makes it more difficult to obtain credit in the future and We may take legal proceedings against You and make an adverse entry against You with a credit reference agency. You are also likely to be declined for further advances from Us.

3.5 You have a legal right to be provided with details regarding the credit reference agencies that We share information with. If You require such details, please write to Us at Our address stated above. If You wish to receive a copy of the information We hold about You, as is Your legal right, please apply to Us in writing. A fee is payable for this service, which We will notify You of at the time You apply for this information.

4. Disclosure of Your information

4.1 We may disclose Your personal information to Our sub-contractors, agents, service providers, lenders and members of Our group of companies in order to provide Our services to You. We will ensure that such persons treat your information as confidential and use it only in respect of the provision of services to us and/or on our behalf.

4.2 We may disclose your personal information to third parties:

- a) in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;



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- b) if Cash On Go Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets;
- c) if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use, or terms and conditions and other agreements, or to protect the rights, property, or safety of CashOnGo Ltd, our customers, or others.

5. Use of Your information for marketing purposes

5.1 You understand and agree that We may contact you via the phone number or e-mail address you provide to assist you with Your loan or to discuss other products and services that We may provide for You.

5.2 If You are a winner of some marketing campaign activates We have a right to use Your full name in Our social marketing communication channels, such as Facebook, Twitter, Google+ and Peachy.co.uk website.

5.3 You have the right to ask Us not to process Your personal data for marketing purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms We use to collect your data. Every time We contact you for marketing purposes We will give you the opportunity to opt out of receiving further marketing material. You can also exercise the right to opt out at any time by contacting Us at Cash On Go Ltd, 76 King Street, M2 4NH, Manchester or by email: info@peachy.co.uk.

6. Responsible lending

6.1 We are 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.

6.2 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 over the course of the agreement, including any charges.

6.3 We consider each lending decision individually on the basis of what We know about Your circumstances and Your credit and repayment history. 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 Regulations 2007.

6.4 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 in the Agreement and further information regarding charges is available on Our website at www.peachy.co.uk.



7. Miscellaneous

7.1 You are not required to provide Us with any security under the terms of the Agreement.

7.2 We reserve the right to enforce Our rights under the Agreement at any time.

7.3 You agree that We can send any documents or notices to You via all the contact details You have provided. If We send a notice or demand to You, either by email to the email address You have provided Us or sent by prepaid envelope addressed to You at Your current address or Your last known address, then the notice or demand will be deemed to have been received by You. We give priority to e-mails whenever it's possible.

7.4 We may transfer or assign all or any of our rights under the Agreement to any person, firm or company and for this purpose We may disclose to a potential assignee, or transferee such information about You and the Agreement as We reasonably think fit. If We assign or transfer Our rights and/or obligations under the Agreement We will inform You in writing that We have done so, as soon as reasonably practicable after such assignment or transfer takes place.

7.5 You may not assign or transfer any of Your rights or obligations under the Agreement

8. Jurisdiction

The law of England and Wales governs our relations with You prior to the conclusion of the Loan Terms and Conditions, and governs the Agreement. 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 the Agreement. The Agreement shall be construed according to the laws of England and Wales, whose courts shall be the exclusive courts of jurisdiction, unless You are resident in Scotland, in which case We reserve the right to bring proceedings in the Scottish courts.