

# Fixed-Sum Loan Agreement

"We", Zempler Bank Ltd of Cottons Centre, Cottons Lane, London SE1 2QG (No.04947027) ("Zempler Bank") agree to enter into this agreement with "you", the Customer, on the terms and conditions set out below.

The "Customer"

Full name:

Business name:

Address:

Postcode:

## FINANCIAL INFORMATION

**Amount of credit:** £<CREDITAMOUNT>

**Total Amount payable:** £<AMOUNTPAYABLE>

**Repayments:** You will repay the Loan by 12 equal monthly instalments each of £<Repay amount> starting either (i) one month after the date you activated your Zempler Bank card or (ii) if you activated your Zempler Bank card before this Agreement, on the same date of the month that you activated your Zempler Bank card (hereafter referred to as "the start date"). We will attempt to collect the instalments on the same date each month thereafter by debiting your Zempler Bank Account. If there are insufficient funds in your account, we will attempt to debit your Account on subsequent days, up until your next payment date. For the purposes of reporting to the credit reference agencies, payments must be debited from your account by the end of each calendar month.

**Duration of Agreement:** 12 months

**Interest rate per annum (fixed):** <Interest>%

**APR:** <APR>%

## THE GOODS/SERVICES

**Description of the goods/services supplied:** Account fees relating to your Zempler Bank Account. Please note that no cash is advanced under this Agreement.

**Cash price:** £<CREDITAMOUNT>

## OTHER INFORMATION

**Consequences of Missing Payments** You should be aware of the possibility that missing payments may make it more difficult and/or expensive to obtain credit in the future and that there may be circumstances in which we may take legal action or use a debt collection agency. You could also be liable for the cost of legal proceedings.

**Your right to settle** You can settle this agreement, in full or part, at any time by giving notice to us at our postal or email address or telephoning us on [\*\*\*Zempler Bank UK Customer Services Phone Number\*\*\*] (Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and will count towards any inclusive minutes' in the same way as 01 and 02 calls) and paying the amount due to us.

**Right of withdrawal** You have a right to withdraw from this agreement without having to give a reason at any time before the end of 14 days beginning with the day after the start date. You must notify us of your withdrawal by telephoning us on [\*\*\*Cashplus UK Customer Services Phone Number\*\*\*], by writing to us at [\*\*\*Zempler Bank Mail Address\*\*\*], or by emailing us at [\*\*\*Email\*\*\*]

If you decide to withdraw from the credit agreement you will have to repay to us the amount of credit advanced as soon as possible and in any event within 30 days after you give your notice.

**Charges** If the instalments due are not paid on their due dates then you may be liable for any reasonable costs and charges that we incur or pay to a third party, including collection agency fees and legal costs. If you ask us to provide any services in connection with your loan Account (for example, providing duplicate statements or other documents) then apart from those to which you are entitled free of charge by law, we may make a reasonable charge.

## SIGNING OF AGREEMENT

It is important that you read this agreement (which includes the information above and the terms below) before you proceed. If you are unsure about any aspect of the agreement then please contact us or seek other advice. By signing this agreement, you also confirm that the information you have provided in connection with your application is true and accurate.


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 please tick the box and click "submit" below. Once you have done this it will have the same effect as if you had signed this agreement in your handwriting. You will then be entering into a legally binding agreement.

Signature of Customer electronically signed

Date of Signature <Date>

## DATA PROTECTION

We will use your personal information and any information we obtain from credit reference and fraud prevention agencies to help us make decisions about you. Please read clause 9 of the Terms "Protecting your personal information" which you will find next to this symbol .

Signature for and on behalf of <Signature>  
Zempler Bank Ltd

Date of this agreement: <Todays Date>  
FOR OFFICIAL USE ONLY

## TERMS OF AGREEMENT

This agreement is made between Zempler Bank Ltd ("we" which expression shall include our successors and assignees) and the Customer named on the front of this agreement (referred to in these terms and elsewhere in the agreement as "you"). It will only become binding on us once signed on our behalf. It will be made on the date on which it is signed. This agreement may only be used in conjunction with your Zempler Bank business account (the "Account").

### 1. The Loan and Repayment

- (a) We will provide a loan to you ("the Loan") on the start date (which is the date specified in the Financial Information section of this agreement). The amount of the Loan relates to the annual Account fee of your Zempler Bank Account. Please note that no cash will be provided in relation to the Loan
- (b) The amount of the Loan is shown as the amount of credit in the Financial Information section of the agreement.
- (c) You will repay the Loan to us by the monthly instalments and on the due dates specified in the Financial Information section of this agreement. Unless we agree otherwise, such repayments will be collected by debiting your Zempler Bank Account at the times and in the amounts specified. If any due date for repayment falls on a bank holiday or weekend, then repayment will be made on the next business day. Punctual payment is essential. We reserve the right to seek repayment from you by an alternative method in the event that we are unable to collect payment as described above, for any reason.
- (d) If you make any payments to us by post or to any other person for transmission to us, this will be at your risk and will only be credited to your Account when received by us in cleared funds.

### 2. Ending this Agreement

- (a) You have the right to settle this agreement early by paying to us any unpaid fees and costs and any unpaid balance of the Loan. We will provide a settlement statement upon written request. You also have a right to make a partial settlement of the amount you owe.
- (b) Upon the occurrence of any of the following events we may demand, by written notice in accordance with regulatory requirements, immediate payment of any the unpaid balance of the Loan including any unpaid fees and costs:
  - (i) If any information provided in connection with your loan application was false or misleading;
  - (ii) You are in breach of any material obligations under these terms and conditions and you have failed to remedy the breach within a reasonable time of us requesting you to do so;
  - (iii) If you are unable to pay your debts when they fall due;
  - (iv) If you have a bankruptcy petition or order presented against you (or its equivalent in Scotland) or have execution levied against any of your assets; or
  - (v) You propose/enter into a voluntary arrangement with your creditors.

### 3. Right of Withdrawal

You have the right to withdraw from this agreement. Details of when and how you can exercise this right are set out in Other Information above. If you do not wish to withdraw, then you will be bound by the terms of this agreement for 12 months unless terminated in accordance with Clause 2.

### 4. Costs and Expenses

You will pay to us on demand (or at our discretion, your Account will be debited with) all fees and charges described in Other Information which are incurred as a result of any breach by you of the terms of this agreement. If you ask us to provide any services in connection with your loan account (for example, providing duplicate statements or other documents) then apart from those to which you are entitled free of charge by law, we may make a reasonable charge. We may choose to waive fees for promotional offers at our discretion, for which particular terms and conditions may apply.

## 5. Assignment

We may transfer, assign and/or charge this agreement or our rights under it to a third party. You may not transfer or assign any of your rights or obligations under this agreement.

## 6. General

(a) Any supplier/contractor/broker or any other person by or through whom this agreement may have been negotiated or concluded is not our agent and should the word "agent" have been used it shall be construed in a descriptive sense only and not as implying any legal relationship.

(b) We may make a temporary arrangement with you not to enforce the terms of this agreement strictly or may grant you an indulgence without losing the right to enforce the terms later.

(c) We may serve any notice pursuant to this agreement or required by law on you by sending it by email to the email address you have provided us with or by prepaid letter post to you at your address shown on the front of this agreement or your last known address.

(d) This agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with English law.

(e) All communications with you will be in English.

## 7. About us

Zempler Bank Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Firm Reference Number 671140.

## 8. Complaints

If you have a complaint, you may contact Customer Services, using the contact details on our website. If we are unable to resolve any complaint through our internal complaints procedure you may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR (0800 023 4567, [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)) within six months of our final response letter.

## 9. Protecting your personal information

(a) We are the controller of personal data provided to us in connection with your application, your Account and, where you consent, for marketing purposes. We may use third parties to process personal data on our behalf. Such third parties may include our creditors or potential transferees of our rights and obligations under this agreement.

(b) The personal information we have collected from you will be shared with fraud prevention agencies (FPAs) who will use it to prevent money laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further information of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found in our [Privacy Policy](#). Our Privacy Policy is available at <https://www.zemplerbank.com/policies/privacy-policy/>.