BARCODE

Close Premium Finance

Credit Agreement regulated by the Consumer Credit Act 1974

The Bank Close Brothers Limited, 21st Floor, Tolworth Tower, Ewell Road, Tolworth, Surbiton, Surrey KT6 7EL.

The Customer (Customer must be the insured. If a trading name is used, insert name and trading title, eg. S Jones t/a Jones Export.)

Name

Address

Postcode

Key Financial Information

1 On entering into this Agreement, the Bank will not apply a credit limit on the Account but may introduce a credit limit at any time provided that it gives the Customer at least seven days' written notice of such a limit. The credit limit will take effect at the end of the notice period and will only apply to future advances of credit.

2 Whilst any debit balance remains on the Account, the Customer is required to make minimum monthly payments to the Bank. The first monthly payment shall be made on the day on which the insurances financed by drawings on the Account (the Insurances) come into effect and in each subsequent month on the business day corresponding to that of the first debit on the Account (or if there is no corresponding day, the nearest earlier business day) or such other date as the Bank may specify from time to time.

3 The amount of the minimum monthly repayments shall be determined at the start of each drawdown, by dividing the net amount to be financed, after interest is added and any deduction is made for deposits or advanced payments, into equal amounts, over the agreed duration of each drawdown.

4 A variable APR (annual percentage rate) of ☐☐.☐☐ % will be debited to the Account.

Other Financial Information

1 Any deposit payment will be treated as an advance payment and deducted from the net amount to be financed. The taking of a deposit does not commit the Bank to allow a drawing on the Account, but if the relevant drawing is refused, any deposit will be returned.

2 For comparative purposes only, the total charge for credit (which consists of interest) is £ . This figure is based on the assumption that there is a single drawdown of £1,500 which is repaid in 12 monthly equal instalments beginning one month after the drawdown date.

3 Interest will be charged on the balance of the Account from time to time at a rate of ☐☐.☐☐ %. The Bank may at its discretion from time to time, vary the rate by giving notice to the Customer. Interest shall be debited to the Account on such dates as the Bank shall determine. The rate is shown above. You will be advised of the rate of interest to be applied on each drawing on the account. For the avoidance of doubt, this shall not apply to amounts outstanding at the date of the variation (see Condition 6 for variations).

4 In calculating the APR, no account has been taken of any variation which may occur under the Agreement of the rate or amount of any item entering into that calculation. The Bank may at its discretion from time to time vary the APR by giving notice to the Customer.

Key Information

1 By entering into this Agreement the Customer grants the Bank security over the Insurances and all payments due to it under the Insurances as set out in Condition 3 overleaf.

2 If the Customer fails to pay any amount due in respect of the Account, it will be required to indemnify the Bank against costs and expenses incurred by the Bank as a result and to pay default interest, calculated daily on any unpaid amount, at the rate specified above plus 1%, as further described in Condition 4. The Customer shall on demand pay a default fee at the rate notified from time to time. The Customer will be required to pay the Banks' costs incurred in responding to enquiries relating to the administration of the Account, as further described in Condition 4.

3 **Missing payments** – Missing payments could have severe consequences and make obtaining credit more difficult.

4 **Your Right to cancel** – Once you have signed this Agreement you will have a short time in which you can cancel it. We will send you exact details of how and when you can do this.

5 **Important – read this carefully to find out about your rights**
The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this Agreement was made. If they were not, the creditor cannot enforce this Agreement without getting a court order.

The Act also gives you a number of rights. You can settle this Agreement at any time by giving notice in writing and paying off the amounts you owe under the Agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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.

Signature(s) of Customer(s) **Date(s) of Signature(s)**

Signature of Bank

Customer Declaration & Data Protection (see Paragraph 14 of the Conditions)

By signing this Agreement I understand and agree that:-
(a) The information given by me and contained in this Agreement is true and correct;
(b) I am 18 years of age or over;
(c) The information given by me and other information relating to my Account may only be used in accordance with purposes and disclosures under current data protection legislation for the administration of this agreement and any related or linked transactions thereto; and
(d) I have read and understood paragraph 14 in the Conditions and I consent to the activities described.

Direct Debit Instruction
Instruction to your Bank or Building Society to pay Direct Debits

Originator's Identification Number: 807324
Originator: Close Brothers Limited, 21st Floor, Tolworth Tower, Ewell Road, Tolworth, Surbiton, Surrey KT6 7EL

1. Please write the full postal address of your Branch in the box below

To: The Manager Bank/Building Society

Branch Address Postcode

2. Name of account to be debited

3. Account Number ☐☐☐☐☐☐☐☐ 4. Branch Sort Code ☐☐☐☐☐☐ Reference No.

5. Please pay Close Brothers Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this Instruction may remain with Close Brothers Limited and, if so, details will be passed electronically to my Bank/Building Society.

Signature **Date**

Banks or Building Societies may not accept Direct Debit Instructions from some types of account.

Instructions Please complete white areas only using clear BLOCK CAPITAL letters in black ballpoint pen and return this form to the Bank.

The Broker

Broker Name

Contact Name Broker Code

Running Account Credit Agreement
Personal Lines

FORM XXX

The Agreement

1. The Customer hereby applies to the Bank for a running account credit facility to enable the Customer to finance insurance premiums and related costs and expenses in connection with policies of insurance arranged from time to time through the Broker. All drawings on the account established under this running account Agreement (the Account) shall be subject to the terms hereof (including those above and below).

2. Within 7 days of receipt of this agreement, the Bank will require a deposit or initial instalment which can be collected from the Customer's bank unless the Customer has already paid the Broker.

3. The Bank may enter into this Agreement (the Agreement) by signing it. Subject to the terms hereof, the Customer may make an irrevocable request to draw on the Account for the purposes described in paragraph 1 above, by procuring delivery by the Broker to the Bank of a request in such manner as is from time to time required by the Bank. The Bank may at any time in its discretion decline to allow drawings under the Account. The amount of any drawing which is permitted shall be debited to the Account on the date shown on the relevant request. The proceeds of any drawings shall at the risk of the Customer be paid by the Bank direct to the Broker or, as the case may be, the insurer.

4. Payment by the Customer will be made by Direct Debit under the Direct Debiting Instruction. If payment is to be made under a Direct Debit Instruction already in effect, the Customer (by signature hereof) authorises the Bank to collect the first payment by Direct Debit from the Customer's account provided the Bank has given the Customer 2 days' notice of the payment. Alternatively, if minimum monthly payments are to be made using a new Direct Debit Instruction, the Customer (by signature hereof) authorises the Bank to collect the first payment by Direct Debit from the Customer's account provided that the Bank has given the Customer 5 working days' notice of the payment.

5. The Customer authorises the Bank to use any Debit or Credit cards details that it may have on file, from time to time, to repay any indebtedness (including fees and costs) which is due or may become due from time to time, in accordance with the terms and conditions of this Agreement.

Conditions

1. Words and expressions which have been given a meaning overleaf shall bear that meaning throughout this Agreement.

2. Insurances means any and all policies of insurance from time to time the premiums in relation to which are funded by sums drawn on the Account. Subject to the provisions of this Agreement, including without limitation Condition 3 below, all documents evidencing the Insurances shall be held by the Customer.

3. The Customer with full title guarantee hereby assigns and agrees to assign to the Bank absolutely by way of a first mortgage and as continuing security for the payment of all amounts payable from time to time by the Customer under this Agreement, all its rights, title and interest in, and to all sums payable (including by way of refund) under, the Insurances as from time to time varied or extended and the benefit of all powers and remedies for cancelling and/or enforcing the same. The Bank shall, while any balance is outstanding on the Account, be entitled at any time if any event listed in Condition 7 occurs, to take possession of the Insurances and to retain the same (either itself or through the Broker, on its behalf) until that balance has been repaid in full, following which the Bank shall deliver the Insurances to the Broker.

4. The Customer shall indemnify the Bank as a separate, continuing and primary obligation on demand for:

a. all reasonable costs and expenses directly or indirectly incurred by the Bank in connection with any failure by the Customer to pay any amount due in respect of the Account; and
b. all internal management and administrative costs incurred by the Bank in responding to and dealing with enquiries and/ or requests of the Customer relating to the administration of the Account, and further if the Customer fails to make a monthly payment or pay any other amount on the date that is due, the Customer shall on demand pay default interest on the unpaid amount from time to time until such amount is paid, calculated daily at the rate stated overleaf (as varied from time to time).

5. If the premiums relating to any one or more of the Insurances are reduced mid-term, the Bank may at its discretion require the amount of the reduction to be credited to the Account.

6. If at the date of receipt of any notice of variation to the rate of interest, the Agreement is not regulated by the Consumer Credit Act, as described in Condition 13, then the variation will take effect from the date of the notice, or, if earlier, the last date on which a debit was made to the account. Otherwise the variation will take effect 7 days after receipt of the notice by the Customer (or on any later date specified in the notice). Any such notice shall apply to the entire balance on the Account or such lesser part of it as the Bank may determine.

7. Subject to the applicable provisions of the Consumer Credit Act 1974 (the CCA), if the Customer fails to pay within seven days of the due date any minimum monthly payment due in respect of the Account, the whole of the outstanding balance on the Account (plus accrued interest which has not been debited to the Account) shall become due and payable. In such circumstances, the Bank will also be entitled to take possession of the Insurances immediately. If this sum is not paid on demand, the Bank may then immediately enforce the security it holds and/or terminate the insurance cover provided by the Insurances, taking possession of any proceeds or refunds paid or payable under them. The events referred to above are:

a. if the Customer shall fail to pay to the Bank within seven days of the due date for payment any minimum monthly payment due in respect of the Account;
b. if for any reason the Bank does not have a valid Direct Debit Instruction;
c. if any steps are taken, or any proceedings are initiated, for the winding-up or bankruptcy of the Customer;
d. if the Bank considers, in its discretion, that all or any part of the balance on the Account and/or the related credit charge may not be paid when due or that the security constituted hereby is in jeopardy;
e. in the event that the Customer enters into Receivership, Liquidation or Administration the provisions of clause 8 regarding the Customer notification will not apply.

8. The Customer warrants and/or undertakes to the Bank that:

a. the Insurances will remain free from any charges or security interests of any kind except under this Agreement;
b. it will not cancel, terminate or vary the Insurances except with the prior written consent of, and in accordance with the directions of, the Bank;
c. it will not make any claims under the Insurances or otherwise deal with the Insurances except through the Broker;
d. if the Bank so stipulates, it will not settle any claims under the Insurances except with the prior written consent of the Bank; and
e. it will not do or allow anything to be done which might prejudice the Bank's security over the Insurances or reduce the amount payable under them.

9. The Customer hereby irrevocably authorises and instructs the Broker and/or the Bank (jointly and severally):

a. to complete the credit request for drawings hereunder on its behalf;
b. if so requested by the Bank, to cancel the insurance cover under the Insurances;
c. if for any reason any cover under the Insurances is terminated, to remit to the Bank for the credit of the Account any part of the premiums which may be refunded in relation to any or all of the Insurances;
d. to remit to the Bank for the credit of the Account any other monies payable in connection with any of the Insurances.
e. to specify the Date for Direct Debit.

10. The Customer at its own risk irrevocably directs the Bank to make payment of all amounts which may be payable by the Bank to the Customer from time to time, under this Agreement direct to the Broker (or the insurer) on the Customer's behalf.

11. For the avoidance of doubt, the Bank may suspend the Customer's right to draw on the Account without prior notice. The Customer may terminate this Agreement by giving written notice to the Bank and paying the outstanding balance on the Account (plus accrued interest which has not been debited to the Account).

12. No failure or delay on the part of the Bank to exercise all or any of its rights under this Agreement or other time or indulgence shall operate or be deemed to operate as a waiver of these rights nor shall any partial exercise of any such rights preclude or be deemed to preclude any other or further exercise of these rights.

13. References in this Agreement to the Consumer Credit Act 1974 apply only to Agreements regulated by that Act and regulations made under it. If the customer is by definition excluded from the Act, the Act will not apply to this Agreement.

14. The information that the Customer has given to the Bank and any other information relating to the Customer's Account may be disclosed to any licensed credit reference agency, or any affiliated business to the Bank or to a third party for the sole purposes of the administration of this Agreement and any related or linked transactions thereto; and

a. the information given to any licensed credit reference agency (which will include details of any searches the Bank has made) may be shared with and cross-checked by any other subsidiary or affiliated business to the Bank;

i. to assess applications for credit and financial services made by the Customer;
ii. to prevent fraud and recover debt;
iii. for statistical purposes;
iv. to make decisions about matters arising from the administration of the Agreement.

For the purposes of administration, claims and payment information about the Customer and the Agreement may also be given to:

i. anyone acting on the Customer's behalf;
ii. any guarantor of the Agreement;
iii. any finance house, law enforcement agency, credit reference agency;
iv. any affiliated business of the Bank.

b. information that the Customer has given to the Bank may be used for marketing purposes, so that the Bank may advise the Customer of products and services offered either by the Bank or affiliated business of the Bank or third parties that may be of interest to the Customer. The Bank may also give information about the Customer to the Bank or any affiliated business of the Bank, any other person or company the Bank may select from time to time, so that it can be used for similar purposes. For this purpose the Customer may be contacted by post, telephone, fax, e-mail or other means. The Customer may choose not to be included in such mailings or stop the Bank from giving the Customer details to others for marketing purposes. If so, please write to Close Brothers Limited, 21st Floor, Tolworth Tower, Ewell Road, Tolworth, Surbiton, Surrey, KT6 7EL.

c. the Customer has a right to obtain a copy of the information the Bank holds about the Customer. This request can be made by writing to the address stated in (b) above. There may be a fee involved in the provision of such information.

15. The Broker is not the agent of the Bank and the Bank shall not be liable to the Customer for any act, default or omission of the Broker, who shall be solely responsible for effecting the Insurances.

16. In the event that any drawings on the Account are not applied towards the payment of sums due in respect of the Insurances, all amounts credited to the Account shall remain due and payable by the Customer.

17. The Customer may terminate this Agreement by giving written notice to the Bank and paying the outstanding balance on the Account (plus accrued interest which has not been debited to the Account).

18. If two or more individuals are shown as the Customer, then such individuals shall be jointly and severally liable for the obligations of the Customer hereunder and references to "the Customer", "he/she" and "him/her" shall be construed accordingly.

19. The Bank may assign or transfer its rights under this Agreement.

20. This Agreement shall be governed by English law.

If you would like to receive this Agreement in an alternative format or medium because of disability, please contact our Customer Services Department on 0870 241 3420 or email marketing@closepf.com