

Borrower Terms and Conditions

These Terms and Conditions form part of the agreement that is made between you (the Borrower named on the Fixed Sum Loan Agreement) and us (Amigo Loans and also anyone we transfer this agreement to). This agreement is secured by the Guarantee and Indemnity provided by your Guarantor. The loan amount will be paid to your Guarantor's bank account – this is to prevent fraud. Upon receipt of the loan amount the Guarantor is required to pay the loan to you directly or for your benefit in accordance with any instructions you give. Some of the words in this agreement are defined and you can find the definitions in the section headed 'Definitions'.

Pre-Contract Credit Information

Before you agree to this agreement, you should read the Pre-Contract Credit Information that we have given you. Its contents are important. Once your loan has completed, this agreement will be legally binding. So, if there's anything that you don't understand about this agreement, you need to ask us now.

Repaying your loan

You agree to pay us the amount you borrowed, including interest and any other charges, in instalments on the agreed monthly payment date. These payments are very important and you will be breaking this agreement if you do not make them.

Interest and how we work it out

When you borrow money from us, you pay back the amount you borrowed plus interest. We work out interest every day based on your debt. We add the interest to your debt, on your monthly payment date and when you repay your debt in full.

At any time we may increase or reduce the rate of interest we charge you. Any change will apply to your debt from that time. We'll only make this change to reflect changes in the market rates and the cost of our funds. If we change the rate of interest we charge you, we'll write to tell you about the change before it happens. If we increase it, we'll give you 28 days' notice. If we reduce it, we'll give you 7 days notice. When we change the rate of interest, we may increase or reduce the number of monthly payments; or increase or reduce the amount of monthly payments (or both).

When you need to pay monthly payments

You can ask us at any time to change your monthly payment date. We'll consider your request but we can refuse to change the date. If we want to change the monthly payment date, we'll tell you at least two months before we make the change (unless you agree to us making the change). Where the monthly payment date is not a working day, the payment will be due the working day after the monthly

payment date.

Breaking the agreement

You will have broken this agreement if:

- you don't pay your monthly payment on time;
- you break any of the other terms of this agreement;
- you made a statement which is false or misleading when you applied for this agreement;
- a bankruptcy petition is presented against you;
- you make arrangements with your creditors about how much you will pay them (this is sometimes known as an individual voluntary arrangement or IVA); or
- the guarantor exercises a right to cancel the Guarantee and Indemnity.

If you are behind with a payment, we seek payment of the overdue amount from you and your guarantor by taking an amount using debit or credit card details authorised for use under this agreement.

If you are in breach of any term of this agreement we may send you a default notice. On expiry of that notice, we may:

- close your account; and
- demand immediate payment of your debt.

We may also take court action against both you and your Guarantor. If we obtain judgment, we may apply for an attachment of earnings order (where we have the court's permission to get your employer to pay us out of your salary), warrant of execution (which may involve a bailiff visiting your property), property charging order (where we get rights to be paid out of the money paid when you sell your property) or the Scottish and Irish equivalents.

How we use your payments

When you make a payment, we will use it to pay your balance in the following order. Firstly, we pay any interest that we have added to your debt and secondly we pay it towards the balance of your debt.

Card payment authority

Before the loan is paid out, you will give us consent to collect your monthly payments from your credit or debit card. You give us consent to use this (and any other card details you give us) to collect each full monthly payment you owe us until it is paid. We will only ever collect your full monthly payment(s). You can cancel this authority at any time by notifying us. If you cancel this authority you will have to arrange an alternative way to pay (such as direct debit).

Where the card is used as your primary means of making the monthly payment we will exercise the rights under the card payment authority on the monthly payment date. If we are unable to collect the monthly payment on that date we will try to collect from you on the next day. If this is unsuccessful we will make reasonable attempts to contact you and your Guarantor to understand why the payment has not been made and when you are able to make it. If following reasonable attempts we have not managed to contact you we will exercise the rights under the card payment authority the next day and every third day until the next payment is due.

Where the card is not used as your primary means of making the monthly payment, following notification that the primary means of making the payment has not been successful we will exercise the rights under the card payment authority on that day. If this is unsuccessful we will make reasonable attempts to contact you and your Guarantor to understand why the payment has not been made and when you are able to make it. If following reasonable attempts we have not managed to contact you we will exercise the rights under the card payment authority the next day and every third day until the next payment is due.

If we agree a payment plan with you and you fail to make the agreed payment, we will exercise the rights under the card payment authority the next day and every third day until the next payment is due.

Where more than one payment is due we will exercise the rights under the card payment authority to collect the full arrears outstanding and if that is not successful one monthly payment.

For your security we need to verify your debit card against the details you've provided. For this 'pre-authorisation' check your account must have at least 1p available. Rest assured that this check is not a charge and no funds will be debited from your account. The amount may show as a pending transaction but will be available again within a few days. Once the loan is active we may need to repeat this process, every 9 months, to ensure the card is still valid.

Our Rights

If we delay in enforcing our rights under this agreement, it will not affect our rights. We may also accept late payments or partial payments, or cheques and money orders marked payment in full or something similar, without losing any of our rights under this agreement.

Paying your broker

This section only applies to you if you applied to us through a broker or credit intermediary ('broker'). Your broker may have done work processing your application before we paid you the loan and, where you have agreed to pay your broker for this, it is shown as the fee you have already paid to the broker. We may also pay your broker a commission (for introducing you to us) of up to 20% of the amount you borrowed. By signing this agreement you give us authority to pay your broker this amount. We will not add this commission to your account.

You must tell us about any changes. Every so often we need to contact you about your account. To make sure we can do this, you must tell us (within seven days) if you've changed your home address, your name, your email address, or any phone number that we use to contact you.

You can tell us about any change in writing at our normal address, by phone, or using the 'My Account' service at www.amigoloans.co.uk. If we need to contact you, we'll send all notices, information and statements to your last known address, which shall be the address shown on this agreement unless we know that you have moved. We may send some notices via email, text message or phone instead.

If you get a new payment card you should provide us with the updated details.

Changing the terms of your agreement

We may change the terms of this agreement and we will tell you about any changes that we make. We may make reasonable and proportionate changes to take account of:

- market conditions;
- changes in the cost of providing this service to you;
- changes, or predicted changes, in legal or other requirements which affect us; and
 - any changes to our system or product development.

We'll give you at least 30 days notice (by putting a message in your monthly statement, or by sending you a separate written notice or e-mail) of any change unless it is a change that is to your advantage.

If the change is to your disadvantage, you may, at any time during 60 days starting from the date we give you notice, close your account under this agreement by paying us the debt that you owe at that time. You will not have to pay any extra interest or charges for doing so.

General

The contractual rate of interest will continue to apply to the sums outstanding, both before and after judgment, until we receive payment.

You agree that if any part of this agreement is not valid or cannot be enforced, it will not affect any other part of this agreement.

Sometimes we can't meet our promises to you because of matters beyond our reasonable control. This would include a problem with a computer system, a third-party supplier (such as the postal service) or an industrial dispute. In these cases, we will not be legally responsible to you.

This agreement applies only to you and you may not transfer it or any of your rights and responsibilities under the agreement. For business reasons, we may transfer our rights under this agreement without your permission provided that we take reasonable steps to ensure that your rights and obligations will not be adversely affected as a result of the transfer.

You've the right to receive a statement of account. You can ask for this at any time during the term of the loan and it is free of charge. It will include details of each repayment you owe under the agreement, the date each repayment is due, the amount and any conditions which relate to the repayment. It will also break down each repayment, showing how much covers the amount you borrowed (capital) and how much is interest. This statement shall indicate that the information contained in it is valid only for so long as the rate of interest is not varied.

We may record or monitor phone calls.

Repaying the loan early

You have the right to pay off some or all of the debt that you owe us at any time. You must give us notice that you want to do this. If you want to pay off your debt in full, you must tell us the date on which you plan to do this. You can contact us at Amigo Loans, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT or by phone on 01202 629 200. If you want to pay off the loan in full, we will send you a statement setting out what you owe.

When you make a partial payment, we will first use it to pay any arrears or overdue interest and will then apply the payment to reduce the term of the agreement. You may ask us to send you a statement.

Law and language applied to this agreement

English Law governs the agreement unless you live in another part of the UK, in which case the agreement is governed by the law in that part of the UK. The language used in this agreement and any communication with us will be English.

What you should do if you have a complaint We're committed to dealing with all complaints, fully and fairly, and in a reasonable time. If you have a complaint about the agreement or anything we've done, please let us know. You can make a complaint over the phone, on our website at amigoloans.co.uk or by writing to Amigo Loans Complaints, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT.

You may have a right to refer your complaint to the Financial Ombudsman Service, Exchange Tower London, E14 9SR, by email to complaint.info@financial-ombudsman.org.uk or by phone on 0800 023 4567.

Who regulates us?

The Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS is the supervisory authority. Financial Conduct Authority permission number 708284. Registered with the Information Commissioner's Office Z8738456.

Definitions

'Account' means the Amigo Loans account, which is opened in your name when we sign this agreement.

'Agreement' means the Fixed Sum Loan Agreement and the Borrower Terms and Conditions which together form your credit agreement that is regulated by the Consumer Credit Act 1974 that you propose to enter into with us (Amigo Loans Ltd) for a personal loan.

'Debt' means any money we pay to you or to your Guarantor on your behalf and any interest which is added as a result of this agreement.

'Guarantee and indemnity' means an agreement where the Guarantor agrees to be responsible for your debt if you break this agreement, and to compensate us for any and all loss.

'Guarantor', means the person who has agreed to guarantee us full repayment of your loan if you fail to meet any payments due and whose name and signature appear on the guarantee and indemnity.

'We', 'us' and 'our' means Amigo Loans Ltd.

'You' and 'your' means the person who is borrowing the loan from us, whose name and signature appear on the credit agreement.

Sharing information

All countries in the European Economic Area (EEA), which includes the UK, have similar standards of legal protection for your personal information. We may provide services from centres outside the EEA that do not have a similar standard of data protection laws to the UK. Where we are sharing information with organisations in another country, we will ensure they agree to apply equivalent levels of protection as we do. If we are required by law to disclose information – we will ensure the sharing of that information is lawful.

If you write and ask us, you have a right to receive a copy of the information we hold about you. You will need to pay a fee. For general information on your rights in terms of the information we hold about you, please visit: ico.org.uk/for-the-public/

Credit-reference agencies

When you apply for an Amigo Loan, we will look at your credit file at credit-reference agencies ("CRAs") such as Call Credit, Equifax or Experian. The CRAs will give us credit information about you, including information from the electoral register. This credit search is used to check your identity and your eligibility for a loan. We do not use this information to credit score you.

The CRAs will add details of our searches and your application to the record which they hold about you.

The CRAs will also add details of your loan agreement with us, the payments you make under it and any default or failure to keep to its terms. Your credit reference agency records will be seen by other organisations that make searches with those agencies. Information held about you by the CRAs may already be linked to records relating to one or more of your partners. For the purposes of this application you may be treated as financially linked and your application will be assessed with reference to any “associated” records.

While you are a customer of ours, we may carry out extra credit searches so we can manage your account.

We and other organisations may use and search these records (including access and use from other countries) for example to:

- help make decisions about credit and credit-related services and other facilities for you and members of your household;
- verify the accuracy of the data you have provided to us;
- trace debtors, recover debt, prevent fraud, and to manage your accounts and other facilities;
- check details on proposals and claims for all types of insurance;
- check details of job applicants and employees; and
- check your identity to prevent money laundering unless you give us other satisfactory proof of identity.

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 more detail in the CRAIN information notice at www.experian.co.uk. You can also find this document in our credit reference section in our website terms. If you would like us to send you a copy of this document separately, please contact us at hello@amigo.me.

This information is also accessible from each of the three main CRA websites.

Preventing Fraud

When you apply for an Amigo loan, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you.

The personal data you have provided, we have collected from you, or we have received from third parties will be used to prevent fraud and money laundering, and to verify your identity. Details of the personal information that will be processed include: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address.

We and fraud prevention agencies may also enable law enforcement agencies to access and use your personal data to detect, investigate and prevent crime.

We process your personal data on the basis that we have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to us. Such processing is also a contractual requirement when applying for an Amigo loan.

Fraud prevention agencies can hold your personal data for different periods of time, and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

As part of the processing of your personal data, decisions may be made by automated means. This means we may automatically decide that you pose a fraud or money laundering risk if our processing reveals your behaviour to be consistent with money laundering or known fraudulent conduct, or is inconsistent with your previous submissions, or you appear to have deliberately hidden your true identity. You have rights in relation to automated decision making: if you want to know more please contact us by

writing to Amigo Loans, 118-128 Commercial Road, Bournemouth, BH2 5LT.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services or financing you have requested, or to employ you, or we may stop providing existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us on the details above.

Whenever fraud prevention agencies transfer your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect your personal data to the standard required in the European

Further details on how your information will be used by us, those credit reference and fraud prevention agencies, and your data protection rights can be found by writing to us at Amigo Loans, 118-128 Commercial Road, Bournemouth, Dorset, BH2 5LT or emailing us at hello@amigoloans.co.uk. You have a legal right to these details.