

# UNREGULATED LOAN AGREEMENT SECURED ON GUARANTOR(S) PROPERTY



T: 01234 240155 Email: hello@nationwidefinance.co.uk

<b>LENDER</b>	
Our Name:	NATIONWIDE FINANCE LIMITED
Our Address:	Osier Way Olney Office Park Olney Milton Keynes MK46 5FP
Agreement No:	

<b>BORROWER</b>	
Your business name and trading details	
Address:	
Company Reg:	Landline:
Contact:	Mobile:

<b>SECURITY FOR LOAN</b>	
Personal Guarantees, Debenture and Legal Charge over property as per the Legal Charge Document	ID:

<b>LOAN DETAILS</b>			
The Loan Amount	<input type="text"/>	Interest	£ 0.00
Number of Monthly Repayments	<input type="text"/>	The Total Debt	£ 0.00
Monthly Repayment Amount	£ <input type="text"/>	<b>TERM AND REPAYMENTS:</b> This Agreement commences on the Date of this Agreement. The Total Debt is payable by the number and amount of Monthly Repayments scheduled in the table opposite. The first Monthly Repayment is payable on a date which we will notify to you between 21 and 28 days after the Date of this Agreement and all subsequent Monthly Repayments are payable consecutively on the same day of each succeeding month by direct debit.	
Upfront Document fee of	£ <input type="text"/>		

<b>THIS AGREEMENT IS NON CANCELLABLE. THERE IS NO COOLING OFF PERIOD</b>	
Charges and fees will be payable by you as follows plus vat:	
<ul style="list-style-type: none"> <li>• Interest at 5% per annum above Finance House Base Rate if you do not pay any sum payable on the due date.</li> <li>• Our legal costs on an indemnity basis for enforcing this Agreement.</li> <li>• £75.00 for being in arrears in excess of three days in respect of any sum due under this Agreement.</li> <li>• £95.00 for each direct debit which may be dishonored, stopped or be unpaid.</li> <li>• £0.00 for a Service Risk Fee payable on the same date and in the same number as the Monthly Repayments .</li> <li>• A Security Release Fee for the release of security equivalent to 10% of the Loan Amount under Clause 2.5 overleaf.</li> </ul>	
<b>THE PROPERTY SUBJECT TO ANY LEGAL CHARGE PROVIDED BY A GUARANTOR UNDER THIS AGREEMENT MAY BE REPOSSESSED IF THE BORROWER AND GUARANTOR FAIL TO PAY US ALL SUMS DUE IN ACCORDANCE WITH THIS AGREEMENT AND GUARANTEE</b>	
<b>YOUR DECLARATION AND OFFER</b>	
You hereby irrevocably request us to enter into this Agreement and to advance to you the Loan, and you agree to be bound by the terms of this Agreement which you have read. You confirm that this Agreement was fully completed when you signed it. You acknowledge and understand that we may pay a commission to any third party who introduced you to us and that, if you wish to know the amount paid, then you have requested and received that information either from us or from the introducer in good time before the Date of this Agreement.	
We use your personal information for a variety of purposes, your rights are on our Fair Processing Notice at <a href="http://www.nationwidefinance.co.uk">www.nationwidefinance.co.uk</a> or we can provide a copy. We consider such processing necessary in considering Agreements, and is a requirement. You have a right to object to our processing By signing this Agreement you confirm that you and any other person providing personal data have understood our Fair Processing Notice.	

<b>YOUR SIGNATURE</b>
Signed by as Borrower
Name of Signatory: .....
Borrower's Signature(s)

<b>WITNESS SIGNATURE</b>
Witness Signature: _____
Witness Name: _____
Witness Address: _____

<b>OUR ACCEPTANCE</b>
On behalf of the Lender: _____
Lender's Signature: _____
Date of this Agreement: _____

**1. This Agreement**

1. We are the Lender and agree to lend to You and You as Borrower agree to borrow the Loan Amount specified in the Loan Details shown overleaf and only for your business. This Agreement will come into force on the date it is signed and accepted by us.

**2. Payments**

2.1 You agree to pay to us the Total Debt by the Monthly Repayments (without any deduction, withholding, set-off or counterclaim) together with the Upfront Document Fees and other charges and fees shown at the times and the amounts specified overleaf. Punctual payment of all sums due is an essential condition of this Agreement.

2.2 You will pay on demand our charges shown overleaf if you default in your obligations under this Agreement. If, when all sums due to us under this Agreement have been repaid in full, you or any guarantor who may wish us to release any security which we have taken from a guarantor, must pay a Security Release Fee equivalent to 10% (plus VAT) of the Loan Amount on each occasion of security being released and for each type of security taken.

2.3 Any sum not paid by you on the due date will (unless we decide otherwise) accrue interest on a day-to-day basis at the rate of 2% per month from the date payment was due until receipt by us of the unpaid amount and both before and after judgment.

2.4 Punctual payment of the Monthly Repayments and all other sums due under this Agreement is of the essence of this Agreement. You agree that all Monthly Repayments to be made under this Agreement shall be made to our bank account by direct debit, or to such other account, we may notify to you from time to time.

2.5 Except as required under Clause 3 below, you may not prepay in whole or in part any Monthly Repayment prior to its due date without our prior written consent. Any prepayment made by you shall be applied towards settlement of Monthly Repayments falling due under this Agreement in reverse order of their respective due dates. If we consent to your early payment of any or all Monthly Repayments then only the Interest within each Monthly Repayment paid before the due date shall be discounted at 10% from the date of payment to the date when it would otherwise have fallen due.

**3. Right to demand earlier payment**

3.1 You shall be deemed to have repudiated this Agreement and we may, by written notice to you, terminate this Agreement and/or accelerate and call in the outstanding balance of the Total Debt under this Agreement and demand early payment of all Monthly Repayments outstanding under this Agreement (subject to discount on the outstanding Interest only as provided in clause 2.5) if any of the following events occurs:

3.2 you do not pay any Monthly Repayment due under this Agreement within 5 days of it being due and payable or we have reasonable commercial grounds to believe that you will not make the payments or observe any of your obligations under this agreement; or

3.3 any representation made or information provided by or on your behalf to us from time to time in connection with the negotiation or continuation of this Agreement is found to be incorrect as to a particular which, in our opinion, is material;

3.4 any of the events specified in this Clause 3 occurs with respect to any person guaranteeing, providing security for or otherwise supporting your obligations under this Agreement

**4. Miscellaneous**

4.1 This Agreement contains all the conditions of the loan and only variations to it signed on behalf of all parties will be effective. The invalidity of any provision of this Agreement shall not affect the validity of other provision. References in this Agreement to any statutory provision means such provision as amended or re-enacted from time to time. The provisions of the Contracts (Rights of 3rd Parties) Act 1999 shall not apply to this Agreement

4.2 If at any time we make any concession or allow extra time to pay, this will not affect our rights on that or any subsequent occasion. Notwithstanding termination of this Agreement, any of your liabilities or obligations capable of surviving termination shall survive. Any consent given by us will be conditional on no breach of this agreement occurring while the consent is in force. If a breach occurs we may withdraw the consent.

**X**