

# Unregulated Commercial Loan Agreement – Fixed Rate

This commercial loan agreement ("Agreement") is made between **Aldermore Bank PLC** of 4th Floor, Block D, Apex Plaza, Forbury Road, Reading, RG1 1AX (registered under the laws of England and Wales with company number 947662 and having VAT registration number: 681 3371 34) ("**Aldermore**") and the Borrower whose particulars are set out below whereby Aldermore agrees to lend and the Borrower agrees to borrow the Advance in accordance with the terms set out in the Terms of Agreement attached to this Agreement (**Terms of Agreement**). The Terms of Agreement are set out at pages 4 to 5 and are incorporated in and form part of this Agreement.

Agreement Number (to be completed by Aldermore Bank PLC):

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**Borrower details:**

## 1. Particulars of Borrower

Full name / Trading Company name:

Partner's / Director's name(s):

Address:

Postcode:

Telephone number:

Mobile:

E-mail:

Main Contact Name:

Legal Entity:

Nature of business:

Company Reg No: (if applicable)

Equipment location (if different from the above address):

## 2. Purpose of the Advance

## 3. Details of the security documents required from the Borrower (if any)

## 4. Financial Details & Schedule of payments

	£	No.	Frequency	Starting on (dd-mm-yyyy)	Amount of each instalment £
Advance					
Interest Amount					
Arrangement Fee (collected with first instalment)					
Total Amount Repayable	0.00	Term of Agreement	Months		

An Annual Administration Fee of £30 (ex VAT) is payable in accordance with clause 3(c) overleaf.

## 5 . Payment Authority

Where the Borrower wishes Aldermore to make payment of the Advance to a third party, please complete this section. The Borrower requests and authorises Aldermore to make payment of the Advance to the third party detailed opposite:

Name of payee:

Address of payee:

## Important - use of your information

You have a right to know how Aldermore will use your personal information. It is important that you read the "DATA PROTECTION STATEMENT" and "USE OF YOUR PERSONAL INFORMATION" notice after the Terms of Agreement before you sign this Agreement.

Your personal details may be used by Us and Our group of companies, to send to You information about our similar products or services to those you have purchased and which we consider may be of interest to You. If you **DO NOT** wish to receive such communications please tick the following boxes: Post [ ] Telephone [ ] E-mail [ ] SMS [ ]

Your personal details may be disclosed to other third parties whose products or services We consider may be of interest to You. Please tick the following boxes if **YOU WOULD** like to hear about these products: Post [ ] Telephone [ ] E-mail [ ] SMS [ ]

For full details see the "Use of Your Personal Information" box located on page 5 of these Terms and Conditions

## Declaration by Borrower

By signing this Agreement you declare and warrant that:

- (a) your attention was drawn to clauses 4 (Additional payments and gross up provisions) and 6 (Borrower's Representations and Warranties) of the Terms of Agreement;
- (b) the information contained in Section 1 above (Particulars of Borrower) is correct and you understand that in considering whether or not to accept this Agreement Aldermore will have relied on the truth of that Information.

## Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

- I am/We are\* entering into this agreement wholly or predominantly for the purposes of a business carried on by me/us\* or intended to be carried on by me/us\*.
- I/We\* understand that I/we\* will not have the benefit of the protection and remedies that would be available to me/us\* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
- I/We\* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.
- I am/We are\* aware that, if I am/we are\* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/we\* should seek independent legal advice.

\*Delete as appropriate

## Borrower Signature

X Signature of Borrower:

X Name of Borrower(s)

X Title of signatories

X Position: (Director, Proprietor, Partner, etc)

X Date:

## Aldermore Signature For and on behalf of Aldermore Bank PLC

Aldermore Signature:

Agreement Start Date:

Name (Printed):

Agreement number:

# Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Aldermore Bank PLC  
 4th Floor Block D  
 Apex Plaza  
 Forbury Road  
 Reading  
 RG1 1AX

Service user number

6	5	5	3	4	9
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Name(s) of account holder(s)


Reference

C	0	0	0						
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**Instruction to your bank or building society**

Please pay Aldermore Bank PLC 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 Aldermore Bank PLC and, if so, details will be passed electronically to my bank/building society.

Bank/building society account number

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Branch sort code

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Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Signature(s)

Date

Banks and building societies may not accept Direct Debit Instructions for some types of account

DD12



This guarantee should be detached and retained by the payer.

## The Direct Debit Guarantee



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit Aldermore Bank PLC will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Aldermore Bank PLC to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

If an error is made in the payment of your Direct Debit, by Aldermore Bank PLC or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

- If you receive a refund you are not entitled to, you must pay it back when Aldermore Bank PLC asks you to

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

## 1. This Agreement

These Terms of Agreement together with the terms set out on the attached front page of this Agreement, constitute the entire agreement between Aldermore and the Borrower and no other terms, whether made orally or in writing, will apply to this Agreement unless Aldermore has agreed to them in writing.

## 2. The Advance

- (a) Subject to the terms of this Agreement, Aldermore makes available to the Borrower a sterling loan facility in an aggregate amount equal to the Advance.
- (b) The Borrower shall apply all amounts borrowed by it under the Advance towards the Purpose as set out in Section 2 on the attached front page of this Agreement.
- (c) Where the Borrower has requested payment of the Advance to be made to a third party by completion of Section 5 on the attached front page of this Agreement, payment to such third party shall constitute payment of the Advance to the Borrower.
- (d) Aldermore shall not be obliged to lend to the Borrower until Aldermore has confirmed to the Borrower that Aldermore has received such documents as it requires in a form and substance satisfactory to Aldermore.
- (e) Any part of this loan facility that is either prepaid or repaid by the Borrower may not be re-borrowed by the Borrower.

## 3. Repayment and prepayment of the Advance

- (a) The Borrower shall repay the Advance and accrued interest thereon by paying the first Instalment and the subsequent Instalments on their relevant due dates (in accordance with the provisions of Section 4 on the attached front page of this Agreement).
- (b) The Borrower shall make all payments under this Agreement without demand free and clear of any taxes, deductions or withholdings of any nature whatsoever and without limitation to the foregoing, the Borrower shall not be entitled to assert any right of defence, set-off, deferment or counterclaim against Aldermore in order to justify withholding payment of any Instalment whether in whole or in part, or any other sum that may be due to Aldermore.
- (c) Should the term of the Agreement exceed 12 months, then the Borrower will pay an Annual Administration Fee of £30.00 or such other reasonable amount as Aldermore may notify the Borrower from time to time in writing on each anniversary of the date of this Agreement.
- (d) The Borrower shall pay each Instalment to Aldermore by direct debit in cleared funds on its due date for value. If the Borrower fails to pay by direct debit and pays by any other method, the amount of each Instalment will be increased by 3% to indemnify Aldermore for any increased administration costs of collection that Aldermore may incur and an administration fee shall be charged.
- (e) The Borrower may at any time upon giving to Aldermore one month's written notice of such prepayment, prepay the whole or any part of the Advance by paying to Aldermore the settlement amount set out in clause 3(f) below (the **Settlement Amount**).
- (f) The Settlement Amount shall be the aggregate of:
  - (i) all due but unpaid Instalments together with accrued interest at the Default Rate thereon;
  - (ii) all future Instalments which would be payable had this Agreement continued, less a discount of such percentage per annum as Aldermore shall notify to the Borrower in writing on each such Instalment from the date it would have fallen due to the date this Agreement ended;
  - (iii) all costs and expenses incurred by Aldermore in enforcing its rights under this Agreement, and shall be notified by Aldermore to the Borrower in writing prior to the date of the proposed prepayment; and
  - (iv) all costs, expenses and liabilities suffered or incurred by Aldermore directly or indirectly in connection with terminating or redeploying any funding arrangement (including but without limitation any swap) which Aldermore has put in place in respect of this Agreement.

## 4. Additional payments and gross up provisions

- (a) The Borrower shall indemnify Aldermore for any losses, costs, claims and demands Aldermore incurs arising out of entering into this Agreement (other than those losses, costs, claims and demands arising from Aldermore's own gross negligence or wilful misconduct) or in recovering money due by the Borrower to Aldermore, plus accrued interest on all overdue amounts, both before and after judgment or decree (such obligation to be independent of and not to merge with the judgment or decree) at the Default Rate.
- (b) If the Borrower is required by law to make any payment due under this Agreement subject to deductions or withholdings for any reason whatsoever, the Borrower shall pay to Aldermore such additional sums as are necessary to ensure that Aldermore receives and retains a net sum equal to the sum that Aldermore should have received and retained had no such deduction or withholding been made or required to have been made.
- (c) If Aldermore is required by law to make any payment on account of tax (other than tax imposed on Aldermore's income, gains or profit) in respect of any sum received from the Borrower under this Agreement, then the Borrower shall on demand promptly indemnify Aldermore against such payment or liability.
- (d) Any payment received by Aldermore shall be applied firstly against any costs, charges and expenses in relation to any default or collection of unpaid sums, secondly against any default interest due to Aldermore under clause 5, and thirdly against each Instalment which is then due and payable.

## 5. Interest and Default Interest

If the Borrower fails to pay any amount payable by it under this Agreement on its due date, interest shall accrue on the amount payable but unpaid from the due date up to the date of actual payment, both before and after judgment or decree, at the Default Rate, and shall be payable by the Borrower on demand by Aldermore.

## 6. Borrower's Representations and Warranties

- (a) The Borrower represents and warrants to Aldermore that:
  - (i) it is a corporation, duly incorporated and validly existing under the law of Its jurisdiction of incorporation;
  - (ii) it has the power to own its assets and carry on its business as it is being conducted;
  - (iii) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this Agreement;
  - (iv) there are no constraints on its ability to enter into this Agreement and nothing in this Agreement will cause any borrowing limit imposed on the Borrower to be exceeded;
  - (v) the entry into and performance of the obligations and transactions contemplated by this Agreement will not conflict with any law or regulation applicable to it, any of its constitutional documents or any agreement or instrument binding upon It or any of its assets; and
  - (vi) to the knowledge of the Borrower no litigation, arbitration or administrative proceedings which would have a material adverse effect on its financial condition or operations or upon its ability to perform its obligations under this Agreement, is pending or is threatened against the Borrower or any of its assets.

## 7. Borrower's Undertakings

- (a) The Borrower undertakes to Aldermore that:
  - (i) it will ensure that its obligations to Aldermore are secured by any security (as requested by Aldermore) and that any security constitutes a first priority fixed charge over the assets referred to in it;
  - (ii) it will exercise its rights and perform its obligations under any security without contravention of applicable laws. If approvals are required, it will obtain and maintain them and will comply with their terms. It will also make any necessary filings;
  - (iii) it will comply with all applicable laws and regulations and the terms of all permits, authorisations and licences. This requirement includes all laws, regulations, permits, authorisations and licences relating to health and safety or the environment;
  - (iv) it will not sell, transfer, assign or otherwise dispose of any of its business, undertaking or assets other than for full value and on an arms' length basis. This clause shall not prohibit sales of stock in the ordinary course of the Borrower's business;
  - (v) it will maintain appropriate and adequate insurance in respect of its business and all of its assets with a reputable insurer approved by Aldermore in writing;
  - (vi) it will not default under any insurance policy or do or omit to do anything which could void the insurance policies or make them unenforceable. The level of insurance cover will be for such amount and in respect of all the risks which would normally be insured against by companies in similar businesses. The insurance will include cover for fire, loss of profit, employers liability, public and product liability, third party liability and professional indemnity cover.

## 8. Default

The occurrence of any of the events set out in this clause 8 shall represent an event of default under this Agreement (**Default**):

- (a) the Borrower fails to pay any sum payable to Aldermore under this Agreement on its due date for payment;
- (b) any representation or statement made or deemed to have been made by the Borrower is or proves to have been incorrect or misleading in any material respect when made or deemed to have been made;
- (c) there is a default in the performance of any of the Borrower's obligations under this Agreement and/or any other agreement between the Borrower and any member of the Aldermore Group;
- (d) if the Borrower becomes insolvent or is deemed to become insolvent or is unable or admits inability to pay its debts as they fall due or has a petition presented against it for bankruptcy or a liquidator, receiver, administrative receiver, administrator or other similar officer is appointed in respect of the Borrower or any of its assets (otherwise than for the purposes of a solvent reconstruction or amalgamation) or any steps are taken to appoint the same;
- (e) the Borrower makes or proposes any composition or scheme of arrangement or trust deed with its creditors or calls a meeting of them;
- (f) the Borrower permits execution to be levied against it, or in Scotland permits execution of an attachment or arrestment of, any of his assets or income;
- (g) the Borrower has an interim or bankruptcy or sequestration order made against it or receives a statutory demand under the Insolvency Act 1966, or the Bankruptcy (Scotland) Act 1985;
- (h) the Borrower ceases or threatens to cease to carry on its business or, being a partnership, is dissolved or proceedings for its dissolution are commenced or any of the partners dies;
- (i) the Borrower or any other company in the Borrower's Group defaults under any finance product with any third party or Aldermore, including but not limited to a finance agreement or other agreement or obligation relating to borrowing or under any guarantee;
- (j) any company in the Borrower's Group breaches a term of any agreement from time to time made between (i) any company which is a member of the Borrower's Group and (ii) Aldermore or any other company which is a member of the Aldermore Group;
- (k) an event occurs which has or is likely to have in Aldermore's opinion a material adverse effect on the Borrower's business, properties or condition, financial or otherwise, or on the Borrower's ability to duly perform and observe any of its obligations under this Agreement;
- (l) if there is any change in the Borrower's direct or indirect ownership, whether legal

or beneficial, or in the control of the Borrower from that existing at the date of this Agreement. For the purposes of this Agreement, control has the meaning ascribed to it in section 1124 of the Corporation Tax Act 2010; and/or

- (m) the Pensions Regulator issues a contribution notice or a financial support direction to any member of the Borrower Group or a debt is claimed by the trustees under section 75 of the Pensions Act 1995 as amended by the Pensions Act 2004 and as amended from time to time in relation to any member of the Borrower Group in either case which is reasonably likely to have a material adverse effect on the Borrower's or on any guarantor's ability to perform the obligations under this Agreement.

Upon the occurrence of a Default, Aldermore shall be entitled to immediately terminate this Agreement and require the Borrower to pay the full outstanding balance of the Instalments. Upon demand by Aldermore, the Borrower shall immediately pay to Aldermore the Settlement Amount (as calculated in clause 3(f)) above.

## 9. Expenses

- (a) The Borrower shall repay on demand Aldermore's expenses and all legal costs on a full indemnity basis for:
- (i) any direct debits or cheque payments that have been returned to Aldermore unpaid; and/or
  - (ii) locating the Borrower's address if the Borrower changes address without notifying Aldermore in accordance with clause 10(h); and/or
  - (iii) the appointment of administrators; and/or
  - (iv) taking any steps including court action to obtain payment for the full outstanding balance of the Instalments.
- (b) The Borrower shall pay on demand Aldermore's reasonable expenses in relation to any letter that Aldermore might send to the Borrower and any reasonable expenses incurred by Aldermore:
- (i) where the standing order or direct debit payment is not made by its due date, for whatever reason; and/or
  - (ii) in preparing a default notice or termination notice; and/or
  - (iii) in writing a letter before action; and/or
  - (iv) in any rescheduling of the Agreement; and/or
  - (v) in respect of an arrears visit.
- (c) The Borrower shall pay on demand Aldermore's reasonable expenses in relation to additional services that Aldermore may provide at the request of the Borrower including (but not limited to) full or partial novation of this Agreement.

Aldermore's full tariff of current charges can be supplied on request.

## 10. General Provisions

(a) In this Agreement, the following definitions shall apply:

**Aldermore Group** means Aldermore, Aldermore's ultimate Holding Company and any Subsidiaries of such Holding Company from time to time;

**Borrower** means the party whose details are set out at Section 1 on the attached front page of this Agreement, and includes a company or two or more persons constituting the Borrower and the liability of such two or more persons shall be joint and several;

**Borrower Group** means the Borrower, the Borrower's ultimate Holding Company and any Subsidiaries of such Holding Company from time to time;

**Default Rate** means 5% over FHBR;

**FHBR** means the base rate of the Finance and Leasing Association as from time to time published;

**Holding Company** has the meaning given to it by section 1159 of the Companies Act 2006; and

**Subsidiary** has the meaning given to it by section 1159 of the Companies Act 2006.

(b) In this Agreement, unless the context otherwise requires, words in the masculine gender shall include the feminine and neuter genders. Headings are for convenience only and shall not affect the interpretation of any provision.

(c) References to "you" and "your" shall be deemed to be a reference to the Borrower.

- (d) References to the date of this Agreement are to the date of signing of this Agreement by or on behalf of Aldermore.
- (e) The complete and punctual performance of the obligations of the Borrower under clauses 1 to 5 (inclusive) of this Agreement including the payment of all sums payable on their due date is of the essence of this Agreement.
- (f) No relaxation or indulgence which Aldermore may extend to the Borrower shall prejudice Aldermore's strict rights under this Agreement.
- (g) Aldermore shall be entitled to assign or transfer all or any of its rights under this Agreement without the Borrower's consent. The Borrower shall not assign, transfer, hold on trust or otherwise dispose of any of its rights and/or obligations under this Agreement.
- (h) Any notice required under this Agreement will be properly served only if in writing and sent by email or prepaid letter, post or delivered by hand to the addressee at the address shown in the schedule or the last known address of the addressee. Notice will be effective at the time of sending if sent by email, 72 hours after posting if sent by prepaid letter and at the time of delivery if delivered by hand. If the Borrower's address changes from that as shown in the schedule the Borrower must notify Aldermore immediately.
- (i) No variation of this Agreement shall be valid unless it is in writing and signed by Aldermore.
- (j) This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.
- (k) If any provision of this Agreement shall be found to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions which shall remain in full force and effect.
- (l) The Agreement shall only come into force if and when it signed by or on behalf of Aldermore and on the date when it is so signed.
- (m) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- (n) The Borrower confirms that the information provided by it and any shown in the schedule overleaf is true and it acknowledges and agrees that such information, together with the appendices signed by it form part of this Agreement.
- (o) Aldermore's rights under this Agreement will not be affected by any forbearance or concession made by Aldermore to the Borrower.
- (p) References to statutes and subordinate legislation shall be construed as references to those statutes or that subordinate legislation as respectively replaced, amended or re-enacted from time to time.
- (q) In negotiations for this Agreement only persons expressly authorised in writing by Aldermore have had authority to act as Aldermore's agent.
- (r) If the Borrower incurs any liability to Aldermore or Aldermore's Holding Company or any of Aldermore's Subsidiaries, the Aldermore may set-off such liability against any sum that may otherwise be due to the Borrower under the terms of this Agreement.
- (s) The Borrower must not do or allow to be done anything that Aldermore reasonably believe may put at risk the performance of its obligations under this Agreement.

## 11. Governing Law

This Agreement and all claims and disputes between the parties to this Agreement arising out of or in connection with this Agreement (whether or not contractual in nature) shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to determine any disputes arising out of or in connection with this Agreement and the parties to this Agreement submit to the exclusive jurisdiction of the courts of England in relation to all disputes.

## Data Protection Statement - Please note

In accordance with standard lending policy, Aldermore will verify and credit check your application and shall be entitled to make further checks and seek further verifications from time to time throughout the life of this Agreement. This will involve the search of records held by credit reference and fraud prevention agencies. Such agencies not only provide credit and voters roll information, they can verify your identity and also record the details of searches including whether or not your application proceeds. If false or inaccurate information is provided and fraud is identified, details including the names of the Company Directors at the time of the fraud will be passed to fraud prevention agencies. You undertake to inform all Directors of this notice. Law enforcement and government agencies may access and use this information. Aldermore and other organisations may access and use from other countries the information recorded by fraud prevention agencies at any time throughout the life of this agreement. Aldermore and other organisations may also access and use this information at any time throughout the life of this Agreement to prevent fraud and money laundering, for example, when checking details on applications for credit and credit related or other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance, checking details of job applicants and employees. We will search for similar applications made by you to other lenders and, if fraud is suspected, other relevant details will be shared with those lenders. Should you have any queries relating to the use and storage of information or if you want to receive details of the relevant fraud prevention agencies Aldermore use please write to Aldermore at: The Compliance Department, Aldermore Bank Plc, 1st Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6EZ. Please note, you can (on request) receive a copy of all the information which Aldermore hold on file for you if you so wish. Aldermore may levy a small charge for this service.

## Use of your personal information

Information about all applicants will be collected and held on Aldermore systems and database and will be used throughout the life of this Agreement to process your application and for ongoing account maintenance and administrative purposes. It will be held in accordance with the Data Protection Act 1998 and Aldermore will only disclose it to other companies within its group, its lawyers, auditors, external advisors, agents and third parties as well as anyone to whom Aldermore transfer its rights and duties under your agreement with Aldermore, together with their lawyers, auditors and external advisors, agents and rating agencies. Aldermore will also disclose your personal information to third party service providers who Aldermore engage from time to time but Aldermore will always endeavour to ensure that they hold it in accordance with the Data Protection Act 1998. Aldermore will also use the information you provide to Aldermore to contact you to update you on its products and services and those of third parties which Aldermore think may be of interest to you. Please note that you may withdraw your consent at any time by writing to Aldermore at: The Compliance Department, Aldermore Bank Plc, 1st Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6EZ.

### Declarations:

I/we the Customer referred to in the foregoing Agreement, declare that the replies to the questions contained in this application form and any supplementary application form(s) are true and complete in every respect to the best of my/our knowledge and understand that Aldermore has relied on the replies and such replies may form the basis of any contract between me/us and Aldermore (and its transferees and assigns). I/we have read and agree with the data protection statement and the use of your information section above.