

Terms & Conditions and Important Information

Personal Loans

This document includes:

- Our Terms of Business
- Terms and Conditions (applicable to all Personal Loans)

Please read and save a copy for future reference.

Effective from 22nd June 2017

Our Terms of Business

Non-advised

For the majority of our products we only provide you with information, not advice, to help you decide if a product is right for you.

We will provide you with a 'non-advised' service, which means we will give you information to help you make your decision.

Regulated

We are authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is FRN 656112. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768

Confidentiality

We treat any information you give us confidentially. On joint applications your information may be shared with the other applicant and you must have their permission to provide their information.

We may share the information with other service providers. We may do this so they can manage your account and to help us develop and improve our products and services. We will ensure your information is used in line with our own strict confidentiality policies and as required under the UK Data Protection Act. Information may be shared with our regulators for regulatory purposes.

We may use the information to provide you with products and services and for marketing purposes. If you don't want to receive marketing information, just contact us via loans@conduit.org.uk or 0300 111 0559.

The information you give us is treated confidentially, in line with the Data Protection Act. You can ask to see a copy of the information held about you.

Credit and other checks

If you apply for a loan product we will perform a "credit search", where we check details of your credit history with certain credit reference agencies, who will keep a record of that search (including details about your application with us, whether or not it is successful). For a short period of time this can affect your ability to get credit elsewhere. If the results indicate that the credit product that you are seeking would not be suitable, your application may be declined and we will tell you. If your application is accepted we will file details about you and how you manage your account at credit reference agencies. If you are applying for credit with another person (such as with a spouse or partner), a financial link between the two of you will be created at the credit reference agency.

For all applications we will need to carry out some checks, including fraud checks and checking your identity. We will check your details with credit reference agencies to check your identity and application details. We will also trace and recover debt.

Making a complaint

If you have a complaint, we will investigate it and give you any rights and remedies which we feel you are entitled to. Your complaint should be addressed to Nichola Storr, Quality Manager, Conduit Scotland, Five Lamps, Eldon Street, Thornaby, Stockton on Tees, TS17 7DJ. We will acknowledge your complaint within 5 working days and will try to resolve it as soon as possible.

If we cannot resolve your complaint quickly and need to further investigate it we will send you an initial response.

We will send you a letter by the end of 8 weeks and say

- (i) Accept the complaint and where appropriate offer redress; or
- (ii) Offer redress without accepting the complaint; or
- (iii) Reject the complaint (giving reasons why we are doing this) or
- (iv) Explain we are unable to give a final response, advise you of the reason for the delay and tell you when you can expect to receive a final response.

If you are not happy with our final response, you may have a right to have your complaint dealt with under the Financial Services Ombudsman Scheme, Exchange Tower, London, E14 9SR or telephone 0845 080 1800 or 020 7964 0500. If you wish to do so, you must notify the Scheme in writing within 6 months of our final response.

Terms and Conditions

These example Terms and Conditions will form part of your Agreement with us should you apply for and be accepted for a Personal Loan with us. You will enter a Consumer Credit Agreement regulated by the Consumer Credit Act 1974 and a Credit Agreement (comprising an agreement between you and us and including these terms and conditions) will be sent to you for signature following your successful application.

1 Your payments

You agree to pay us the Total Amount Payable for the Personal Loan shown in the Agreement, by the instalments shown and on the dates shown or on other dates we may notify to you having regard to what is convenient to you. The instalments must be paid to Conduit Scotland by Direct Debit.

2 Application of payments

- i) The Amount of Credit stated in this Agreement will be paid directly to you by payment into the account nominated by you.
- ii) Payments received by us under this Agreement will be applied first towards the interest and charges due and then towards repayment of the Amount of Credit stated in this Agreement.

3 Default

If you breach this Agreement, we reserve our right to make the following charges:

- i) If you breach this Agreement interest will continue to be charged at the interest rate stated above on any Weekly/Fortnightly/Monthly Repayment not paid by its Scheduled Repayment Date. Interest shall accrue on a daily basis and will be compounded until the missed Repayment(s) and accrued interest are paid in full.
- ii) Any expenses we have to pay where any payment which you make is returned or where any payment which you try to make is unpaid.
- iii) Our reasonable costs and expenses incurred in tracing you (if you move without telling us) or taking enforcement proceedings to recover what you owe us, or any other reasonable expenses and costs we may incur in taking other steps to enforce our rights against you;
- iv) In the event we pass your account to a Debt Collection Agency ("DCA"), we may charge you any fees incurred by us in doing so.

You will be liable to pay our reasonable costs (including legal fees) if we take steps to enforce this agreement against you. We may report any non-payment to credit reference agencies.

5 Personal Information

The uses of your personal information are set out in our Terms of Business. Your data may be used in other ways where agreed by you and in very limited circumstances when required by law or where permitted under the Data Protection Act.

6 Your instalment

Each repayment will be used:

- i) first to pay the interest that has accrued on the outstanding balance (i.e. the outstanding loan amount and interest due on the outstanding balance);
- ii) then towards repaying any charges resulting from the loan being in arrears (i.e any charges due to any collection agency or legal expenses);
- iii) then towards paying off the credit provided under the loan agreement.

7 Early Settlement

- i) You have a right to settle this Agreement in full or in part at any time. The relevant details will be sent to you at the appropriate time.
- ii) If you wish to repay your loan in part or in full you can contact us on 0300 111 0556

8 Personal Agreement

- i) You understand that we may refuse to enter into this agreement with you if we reasonably suspect that you have provided us with materially false or misleading information
- ii) If we do enter into this Agreement with you, it is personal to you, and any of your obligations under it may not be transferred by you.
- iii) You must notify us of any change of address. If you do not you may have to pay to us all of the money that it reasonably costs us to find out your new address.
- iv) If we suspect that this agreement is being used in relation to fraud or any other criminal activity we may demand repayment of the outstanding balance payable to us

9 Definitions

In this Agreement:

- i) the words 'we' and 'us' mean Conduit Scotland

11 Two customers

Where there are two of you, your liability under this Agreement is joint. This means that you are liable together and also that each of you is separately responsible for performing the obligations of the customer(s) under this Agreement.



12 Making a complaint

If you have a complaint, please contact our Quality Manager at Conduit Scotland, Five Lamps, Eldon Street, Thornaby, Stockton on Tees, TS17 7DJ. We will acknowledge your complaint within 5 working days and will try to resolve it as soon as possible.

If you remain unhappy with our decision, you have the right to refer your complaint to The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or telephone 0845 080 1800

Conduit and Conduit Scotland are the trading names of Five Lamps Trading Limited, a wholly owned subsidiary of Five Lamps. Registered in England and Wales No: 08029251. Registered address: Eldon Street, Thornaby, Stockton, TS17 7DJ. VAT Registration Number: 163706606. Five Lamps is authorised and regulated by the Financial Conduct Authority