

Agreement No. []

Memory Business Systems Limited

Fixed-Sum Loan Agreement regulated by the Consumer Credit Act 1974

OUR DETAILS

Memory Business Systems Limited
18 Grange Mount, West Kirby CH48 6EU

YOUR DETAILS

Title [] Forename(s) []
Surname []
Address []
[]
[] Postcode []

KEY FINANCIAL INFORMATION

Amount of credit [] £
Duration of the agreement [] Months
Under this agreement you will pay [] consecutive monthly payments of £ [] commencing either on [] / [] / [] or, if no date is shown when the goods are delivered, or one month after either the date of this agreement, or, if later, the date of supply of the goods/services. Subsequently monthly payments are due on the same date of each following month unless there is no such date or it is not a day on which banks are open, in which event the payment will be due on the next day banks are open. Monthly payments will continue until the amounts you owe under this agreement have been paid. APR [] 0 %

OTHER FINANCIAL INFORMATION

Description of Goods/Services	Cash Price
[]	£ []
[]	£ []
Total Cash Price	£ []
Advance Payment (Deposit)	£ []
Total Amount Outstanding	£ []
Total Charge for Credit (Interest)	£ []
Total Amount of Credit	£ []

Interest Rate [] 0 % per annum and is not variable.

APR is fixed for duration of this agreement.

KEY INFORMATION

You have no right to cancel this agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or the Financial Services(Distance Marketing) Regulations 2004.

If you exercise your right to settle this agreement under section 94 of the Consumer Credit Act 1974 to repay the loan early you must apply to Memory Business Systems Ltd for a settlement figure.

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

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:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you receive unsatisfactory goods or services paid for under this agreement you may have a right to sue the supplier, the creditor or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.

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) []

I understand that I am purchasing the product(s) ticked above on credit provided by you and that the terms relating to the credit for the products can be found on this agreement.

Your Signature(s): []

We agree to lend you the Amount of credit described above on the terms set out above, below, and overleaf.

Authorisation Number []

SUPPLIER DETAILS

Supplier No. []
Order No. []

CUSTOMER DETAILS

Maiden / Former Name (if changed in last 3 years) []
Date of Birth [] / [] / []
Time at Present Address [] Years [] Months
Telephone No. (incl STD code) []
Mobile No. []

Previous Address (if less than 3 years at present)

[]
[]
[] Postcode []
Time at Previous Address [] Years [] Months

Delivery Address (if different from present address)

[]
[]
[] Postcode []

Are you moving to this address? Yes [] No []
Marital Status Married [] Single [] Widowed []
Divorced [] Partner [] Separated []

No. of children (under 18) []

Credit /Cheque cards held Visa [] Amex [] Diners []
Bank Guarantee [] Mastercard []

Time current account held [] Years [] Months

E-mail (used to set-up Direct Debit) []

Preferred Monthly Direct Debit Date []

Accommodation Owner [] Rented Furnished []
Living with Parents [] Rented Unfurnished []

Have you a mortgage? Yes [] No [] if 'yes' time held [] Years

Your occupation []

Tick box if you are self employed []

Employer's name []

Branch/Dept (where you work) []

Your employment address []

[]
[] Postcode []

Contact No. at work []

Time with this employment [] Years [] Months

Current Salary []

Partner's Forenames [] Surname []

Partner's Occupation []

Tick box if partner is self employed []

PROOF OF NAME/ADDRESS - Please provide photocopies of I.D.

Last 3 payslips enclosed []

Proof of name/address seen

Doc. [] Ref. No. []

Proof of signature seen

Doc. [] Ref. No. []

IMPORTANT - USE OF YOUR INFORMATION

You have the right to know how we will use your personal information. It is important that you read the 'Use of your Information Notice (overleaf) before you sign, since by signing you are agreeing to this use and disclosure of your information. Information held about you by reference agencies may be linked to records relating to any person with whom you are linked financially. Read the 'Use of Associated Records' part of the notice overleaf before you sign.

Signed by Supplier for and on behalf of Memory Business Systems Ltd

[]

on [] / [] / [] which is the date of this agreement.

TERMS OF LENDING

1. Loan

We will lend the amount of credit as set out overleaf in order to facilitate the purchase of one of our units and for no other purpose. The unit remains the property of MBS until all outstanding payments have been made.

2. Interest

- a) You will not be charged any interest if all payments are made as agreed in this document.
- b) Interest may be charged after any court judgement which may be obtained against you.

3. Payments

- a) You agree to pay the monthly payment shown in the agreement to us by direct debit or such other payment method as well may, in our discretion, allow.
- b) Any advance payment (deposit) must be paid by you before this agreement is made.
- c) You may make extra payment at any time.
- d) Any payment that is not received by the agreed method on time may result in MBS debiting the outstanding amount from any credit or debit card details they may hold as part of this application.

4. Early Settlement

- a) You can settle this agreement at any time by paying us all (but not part) of the unpaid balance of the Amount of credit.

5. Default

- a) If you fail to pay any monthly payment on its due date, or if any information about you which you provide proves significantly incomplete or inaccurate, or if without our consent you cancel or do not complete a valid Direct Debit instruction, then we shall be entitled, after the expiry of proper notice, to demand immediate payment of the unpaid balance of the total debt.
- b) Continued failure to pay the outstanding balance when requested may result in court action.
- c) MBS reserve the right to employ debt collectors and/or solicitors and/or other professional help to obtain any outstanding or unpaid balances both before and after any possible court action.
- d) If the matter is taken to court, we will make an additional claim for all our expenses on top of the outstanding debt.

Any default may affect your future credit rating.

6. Supplier

- a) You authorise us to pay the balance of the Amount of credit to the Supplier as soon as we enter into the agreement or to inform the Supplier if we refuse to enter into it.

7. Our Expenses

- a) You must pay our reasonable expenses, (including legal costs), for taking steps, including court action, to recover any payment due under the agreement.
- b) All costs accrued by Third Parties (solicitors, debt-collectors etc.) will be applied for if the matter is taken to court.

8. Information about you

- a) You must notify us in writing of any changes of home address.
- b) You must pay us on demand the amount of any reasonable expenses or cost incurred as a result of misleading or inaccurate information given in connection with this agreement or if you fail to notify us of any changes of home address.

9. Allocation of Payments

If any payment you make to us is insufficient to pay off the amount then due to us we will allocate such payment against the different types of transaction which make up the amount due to us in the following order:

- a) any arrear on your account.
- b) any additional expenses and charges due under clauses 7 and 8 above.
- c) the monthly payment due on your account

10. Relaxing the terms of the agreement

If we temporarily relax the terms of the agreement, for instance, by giving you more time to pay, we may at any time decide to enforce the terms strictly again. Our rights under the agreement will not be affected as a result of any such concession.

11. Assignment

We may assign or transfer our rights under the agreement to a third party. If we do so your guarantees under the agreement will not be reduced.

12. Date of agreement

The agreement will only become binding on us when it is signed on our behalf. It will be made on the date on which it was so signed.

13. Telephone Recording

Telephone calls may be recorded for security purposes and monitored under our quality control procedures.

USE OF YOUR INFORMATION

In considering whether to enter into the agreement we will search your records at Credit Reference Agencies. They will add to their record about you, details of our search and application and this will be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make credit decisions about you and other members of your household.

We may use a credit scoring or other automated decision making system.

We may also add to your record with the Credit Reference Agencies details of your agreement with us, the payments you make under it and any default or failure to keep to its terms. It is important that you provide us with accurate information.

We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud this information may be recorded. Fraud prevention agency records will be shared with other organisations to help make decisions for credit, motor, household, life and other insurance proposals and claims, for you and members of your household.

These records will be shared with other organisations and may be used and searched by us and them to:

- consider applications for credit and credit related services, such as insurance, for you and any associated person;
- trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your account(s).

If we do not accept your application we may pass your particulars to another lender who may use the information about you in the ways set out above. (An additional credit search may be made). If we do not offer you credit your deposit will be returned less £25 administration costs.

We will use personal information about you which we acquire in connection with any application you make to us, or any agreement you enter into with us, to manage your agreement and for statistical or market research purposes.

Please telephone or write to us at the telephone number/address stated on the agreement if you want to have details of the Credit Reference Agencies or any other agencies from whom we obtain, and pass, information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you. A fee may be payable.

USE OF ASSOCIATED RECORDS

Before entering into the agreement we may search records at Credit Reference Agencies which may be linked to records relating to your partner or other members of your household. For the purpose of this application you may be treated as financially linked and you will be assessed with reference to 'associated' records.

Customer Contact Centre - Tel: 0800 612 0954

18 Grange Mount, West Kirby CH48 6EU

Registered Company No. 3170906

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