

**Customer Copy** – please retain for your records  
 Loan Credit Agreement regulated by the European Communities  
 (Consumer Credit Agreements) Regulations 2010

## Personal Loan Credit Agreement

This Agreement is made between:

- 1) Avantcard DAC having its registered office at Dublin Road, Carrick on Shannon, Co. Leitrim;
- 2) Chill Insurance Limited, acting as a Credit Intermediary and having its registered office at Chill Insurance House, Ravenscourt Office Park, Sandyford, Dublin 18; and
- 3) «Title» «First\_Name» «Surname», «Address\_Line\_1», «Address\_Line\_2», «Address\_Line\_3», «Address\_Line\_4».

Creditor	Borrower
Avantcard DAC Dublin Road, Carrick on Shannon, Co. Leitrim	«Title» «First_Name» «Surname» «Address_Line_1», «Address_Line_2», «Address_Line_3», «Address_Line_4».

We, Avantcard DAC., offer you a Personal Loan on the Terms and Conditions set out in this Loan Credit Agreement.

### IMPORTANT INFORMATION as at 25 May 2018

- |   |                         |
|---|-------------------------|
| 1. Amount of credit advanced                      | : «Loan_Amount»         |
| 2. Duration of Agreement (months)                 | : «Loan_Term»           |
| 3. Number of Payments                             | : «Loan_Term»           |
| 4. Frequency of Payments                          | : Monthly               |
| 5. Amount of Each Instalment (Monthly Instalment) | : €«Monthly_Payment_»   |
| 6. Total Amount Repayable                         | : «Total_Repayment»     |
| 7. Cost of this credit                            | : €«Total_Interest_»    |
| 8. The Borrowing Rate                             | : «Loan_Interest_Rate»% |
| 9. APR %  | : «APR_Interest_Rate»%* |

\* APR refers to the annual percentage rate of charge and is calculated on the basis and assumptions set out in Paragraph 3 of the Terms and Conditions to this Loan Credit Agreement.

**YOU HAVE A RIGHT UNDER THE EUROPEAN COMMUNITIES (CONSUMER CREDIT AGREEMENTS) REGULATIONS 2010 TO WITHDRAW FROM THIS LOAN CREDIT AGREEMENT WITHOUT PENALTY AT ANY TIME WITHIN 14 DAYS FROM THE DAY ON WHICH THIS LOAN CREDIT AGREEMENT IS CONCLUDED.**

The Total Amount Repayable for the Loan is payable by «Loan\_Term» consecutive monthly payments of €«Monthly\_Payment\_», the first payment being made by the borrower one month after the date on which we transfer the funds and monthly thereafter in accordance with this Loan Credit Agreement.. Note that the final instalment may be higher or lower than the Monthly Instalments to ensure the Total Amount Repayable is correctly settled within the duration of the agreement. Any instalment falling due on a day in a month, which does not have that number of days, will be due on the last day of the month.

The interest rate (of «Loan\_Interest\_Rate»% per annum) is a fixed rate and will not change during the term of the Loan. The date of expiry of the Loan will be the date of the final repayment by you of all sums due hereunder.

Fees and charges may be payable by you to Avantcard DAC as creditor, in connection with the Loan Credit Agreement in accordance with the Terms and Conditions. At the date of the offer set out in this Loan Credit Agreement, the only such fees and charges are those payable in connection with a breach of the Loan Credit Agreement.

Avantcard DAC trading as Avantcard is regulated by the Central Bank of Ireland

Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim

Directors: L. Shepard (USA), Chris Paul (Managing) (UK), G. Baldwin (UK), F. McTiernan, C. Gomez (Spain), J. Farina (Spain), R. Alexander (UK), A Cassells

Please retain a copy of this Loan Credit Agreement for your records.

E-signature provided by the Borrower «signature\_date\_»

Signed:

A handwritten signature in black ink, appearing to read 'Matt McGrath', with a long horizontal flourish extending to the right.

Matt McGrath  
**Head of Operations**  
**For and on behalf of Avantcard DAC**

Avantcard DAC trading as Avantcard is regulated by the Central Bank of Ireland

Avantcard DAC is a designated activity company incorporated in Ireland under number 541980 and having its registered office at Dublin Road, Carrick-on-Shannon, Co Leitrim

Directors: L. Shepard (USA), Chris Paul (Managing) (UK), G. Baldwin (UK), F. McTiernan, C. Gomez (Spain), J. Farina (Spain), R. Alexander (UK), A Cassells

APL250518

## THE TERMS & CONDITIONS OF YOUR PERSONAL LOAN

### 1. Definitions

In this Agreement:

“**Account**” means the loan account in the name of the Borrower(s) which is maintained for the purpose of this Loan Credit Agreement;

“**Accountholder(s)**” means the Borrowers(s) in whose name(s) the Account is held;

“**Agreement**” means this personal loan agreement including these Terms and Conditions;

“**Business Day**” means any day other than Saturdays, Sundays, public holidays or bank holidays in the Republic of Ireland;

“**Credit reference agencies**” – these include the Irish Credit Bureau (ICB) and the Central Credit Register (CCR)

“**Drawdown Date**” is the date on which we issue the Loan by transferring the Loan funds to you or any other person on your behalf and in accordance with your instruction;

“**EVO Banco Group, we, our**” – meaning the EVO Banco Group including EVO Banco SAU and any entity acquired by EVO Banco SAU, EVO FINANCE EFC SAU, AvantCard DAC and any other entities in their groups or its subsidiaries, parent companies, any affiliated company or subsidiary of any of its parent companies, and any person to whom we transfer any of our rights or obligations under this agreement.

“**Interest Period**” means the period from (and including) the Drawdown Date to (but excluding) the first Payment Day and thereafter each period starting on (and including) a Payment Day and ending on (but excluding) the next Payment Day;

“**Loan**” means the amount of credit referred to in the Important Information notice set out on the front of this Loan Credit Agreement;

“**Month**” is a calendar month;

“**Monthly Instalment**” is the amount which you must pay under this Loan Credit Agreement each Month on the Payment Day, as shown in the “Important Information” section on the front of this Loan Credit Agreement, but subject to change in accordance with the term of Loan Credit Agreement;

“**Payment Day**” means the day for payment of each Monthly Instalment, being the day falling one Month after the Drawdown Date and Monthly thereafter in accordance with this Loan Credit Agreement;

“**Personal Information**” means personal data within the meaning of the Data Protection Acts 1988 and 2003 and, when it comes into effect, the Data Protection Act 2018 (together the “**Data Protection Acts**”); and

“**you**”, “**your**”, “**the Borrower(s)**” means the individual(s) who has entered into this Loan Credit Agreement and in whose name the Account is held and each of his/her/their personal representatives and permitted assigns.

In this Loan Credit Agreement the headings are for convenience only and shall not affect the interpretation of this Loan Credit Agreement. As the context admits or requires, references in this Loan Credit Agreement to any legislation includes references to that legislation as amended or re-enacted from time to time and, unless otherwise stated, references to Paragraphs are references to Paragraphs in this Loan Credit Agreement.

### 2. Type of Loan

This is a fixed rate term loan for your personal purposes. You confirm that the loan is not for the purpose of acquiring or retaining property rights in land or in an existing or projected building and that the loan has not and will not be secured by a charge, mortgage or other security on residential immovable property or secured by a right related to residential immovable property.

### 3. Advance of the Loan and interest

**3.1** Subject to the terms of this Loan Credit Agreement, the Loan will be advanced when we have received the Loan Credit Agreement and same has been signed by both parties with the signed and completed Direct Debit form. In this regard, digital signatures shall be deemed to be sufficient for the purposes of this Loan Credit Agreement in accordance with the Electronic Commerce Act 2000 (as amended).

**3.2** We will charge and you will pay interest on the Loan until the Loan is repaid in full. The interest will be payable after as well as before any demand or judgment against you or your bankruptcy or insolvency and even if we obtain a court order against you for payment of some or all of the Loan.

**3.3** Interest on the Loan will be calculated at the Borrowing Rate specified in the “Important Information” section on the front of this Loan Credit Agreement.

**3.4** Interest which accrues in any Interest Period will be added to the Loan and shall be due and payable on the next Payment Day, or, if earlier, when the Loan is repaid in full.

**3.5** The interest rate is an annual rate. Interest will be calculated on the daily balance outstanding on the basis of a 365 day year, or 366 days in the case of a leap year. Interest will be settled as part of your monthly instalment. If you do not pay your instalments on time any unpaid amounts, including interest due, will be added to your outstanding debt and you will therefore pay additional interest.

**3.6** We may change the method of calculating and applying the interest (including whether it is charged in arrears or advance) to reflect changes in our procedures or systems, where it is reasonable to do so. However, any change in the way in which interest is calculated will not increase the total amount you will have to pay under this Loan Credit Agreement. We will give you not less than 30 days' notice in advance of any change in the method we apply and calculate interest.

**3.7** A certificate signed by one of our officers stating the rate of interest applicable to this Loan Credit Agreement at any time shall be prima facie evidence against you of the rate of interest applicable to this Loan Credit Agreement at that time.

**3.8** The APR set out in this Loan Credit Agreement is calculated on the basis of the following assumptions:-

- (i) that all payments in connection with Loan will be made when due and no fees or charges as set in Paragraph 8 will be chargeable in connection with the Loan; and
- (ii) that the Loan will not be repaid early.

#### **4. Payments**

**4.1** You must pay your Monthly Instalment on each Payment Day. You must also pay any fees and charges or other amounts when they fall due under this Loan Credit Agreement.

**4.2** Unless we agree otherwise, you may change the date on which you pay Monthly Instalments (other than the first instalment), on one occasion only during the term of this Loan Credit Agreement.

**4.3** If any payment falls due on a non-Business Day, it will be collected either on the previous business day or the next Business Day after it falls due which day shall be treated as the Payment Day for such Month. If a repayment is due on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a Month and there is no such date in a given Month the repayment will be due on the last day of the Month, which shall be treated as the Payment Day for such Month.

**4.4** Monthly Instalments must be paid by direct debit.

**4.5** Any payment by you to us will take effect on the date on which it is credited to the Account, provided that the payment clears. If you fail to pay any amount owing under this Loan Credit Agreement you will, if required by us to do so (and without affecting our other rights but subject to any procedure required by law), pay that amount and/or any other amount that may become due by direct debit and you will ensure that the direct debit is met on first presentation.

**4.6** You must make all payments to us in euro.

**4.7** Where we process payments automatically, we may accept partial payments marked as 'payment in full and final settlement', or other similar language, without losing our right to claim full payment.

**4.8** For the purposes of this Loan Credit Agreement, both time and method of payment are of the essence.

**4.9** We may from time to time vary the amount of a Monthly Instalment to ensure that all principal, interest, fees and charges and any other amount payable to us under this Loan Credit Agreement will be paid by the end of the term of the Loan. Any outstanding balance will be payable in the final Monthly Instalment.

**4.10** Unless we agree otherwise, we will use any payment we receive from you (including the Monthly Payment and any excess amount paid) in respect of this Loan Credit Agreement in the following way:

- (i) first, to pay off the balance of any arrears (whether such arrears comprise Loan principal, interest on principal, or any fees and charges payable to us in accordance with the Loan Credit Agreement), to be allocated as between such amounts at our discretion;
- (ii) second, to pay off any Monthly Instalment then due and payable (but not in arrears);
- (iii) finally, to pay off any Loan principal balance not yet due and payable to reduce the Loan, and therefore the total amount repayable under this Loan Credit Agreement.

#### **5. Missed payments and other breaches of Loan Credit Agreement**

**5.1** You must pay us immediately the amount of any missed payments under this Loan Credit Agreement.

**5.2** In the event that you are in breach, or are likely to breach this Loan Credit Agreement, we may, at our sole discretion agree to an alternative repayment arrangement, including without limitation: (a) a rescheduling of accrued arrears over the remaining term of the Loan or (b) an extension of the term of the Loan.

**5.3** Information about missed payments or alternative repayment arrangements may be registered with the Irish Credit Bureau, and/or any similar agency or any credit register.

**5.4** For the avoidance of doubt, all outstanding amounts due will continue to be immediately payable after the original term of this Loan Credit Agreement expires until your balance is paid in full on foot of this Loan Credit Agreement.

**5.5** We may, at our discretion, charge interest at the Borrowing Rate specified in the "Important Information" section on the front of this Loan Credit Agreement on any missed payments under this Loan Credit Agreement

(whether of principal, interest, fees and charges or other amounts due under this Loan Credit Agreement) and may vary the Monthly Instalment accordingly.

**Warning: If you do not meet the repayments on your Loan, your Account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.**

## **6. Termination of Loan Credit Agreement**

**6.1** We may terminate this Loan Credit Agreement and demand immediate repayment of the whole balance (including all interest and charges and fees due) on the occurrence of the following “**Termination Events**”:

- (i) if you fail to make a payment in full when it is due;
- (ii) if you breach a term of this Loan Credit Agreement and fail to resolve the issue;
- (iii) if any warranty, statement or representation made by you to us is untrue in any material respect;
- (iv) if any judgment or order is made against you;
- (v) if you commit an act of bankruptcy or a bankruptcy order is made against you, or you make a voluntary arrangement or composition with your creditors without our prior approval in writing; or
- (vi) if a distress or execution is levied upon or effected against any of your assets;
- (vii) if a receiver or other similar officer is appointed over any of your assets or other steps are taken to enforce any mortgage, charge, pledge or lien granted by you;
- (viii) if you stop payment of your debts;
- (ix) if you die or become of unsound mind;
- (x) if any event occurs which in our opinion is likely to have a material adverse effect on your ability to repay the Loan or is detrimental to our interests.

**6.2** If we demand any payment under Paragraph 6.1 we shall provide you with a notice in writing (a “**Termination Notice**”) of our intention to terminate this Loan Credit Agreement specifying therein the nature of the alleged breach. The notice will state that we will terminate this Loan Credit Agreement unless, within 21 days of the receipt of the Termination Notice, you:

- (i) (where the breach is capable of remedy), remedy the breach specified in the Termination Notice in a manner satisfactory to us in our absolute discretion; or
- (ii) (where the breach is not capable of remedy), pay to us such sum as we reasonably require as compensation for the breach specified in the Termination Notice.

**6.3** If following receipt of a Termination Notice you fail, within 21 days of receipt of such notice, to, as the case may be, remedy the breach or pay the compensation specified in the Termination Notice, you must immediately repay the Loan together with accrued but unpaid interest thereon and all fees and charges and any other amount due.

**6.4** If we demand any payment under Paragraph 6.1, we will let you or your legal representatives know why.

## **7. When you choose to repay early**

**7.1** You may at any time repay this Loan or a part of it early in accordance with the European Communities (Consumer Credit Agreements) Regulations 2010.

**7.2** If you repay this Loan early, you will be entitled to a reduction in the total cost of the credit to the extent of the interest and the costs for the remaining duration of the Loan Credit Agreement.

**7.3** We will not charge you, or seek to recover, any amount as compensation for costs or possible costs linked to early repayment of the Loan.

**7.4** An early repayment which leads to a reduction in the total cost of credit may lead to a reduced term, a reduced instalment or a combination of both.

## **8. Fees and charges**

**8.1** If you breach this Loan Credit Agreement, we may charge the default fees and charges detailed below. The default fees and charges for breach of this Loan Credit Agreement (which are not included in the calculation of the APR) are as follows:

(a) if an instalment is not paid (i.e. if any instalment due to be paid is not paid in full or does not reach our Account by the due date, or each time a direct debit payment is returned after the due date), a non-payment fee of €10.00 per unpaid instalment will be charged to your Account; and

(b) the full amount of any other losses and reasonable costs which we incur as a result of any breach of this Loan Credit Agreement, including costs of tracing you, notifying you of any breach, communicating with you about any breach, and enforcing payment of any amount due under this Loan Credit Agreement, will be charged to your Account.

(c) any additional interest due on amounts not paid by you per the terms of this Agreement

**8.2** Any fee charged to your Account in respect of 8.1(a) will be payable immediately.

**8.3** Any amount charged to your Account in respect of 8.1(b) will be payable immediately on demand.

**8.4** We may change these fees and charges from time to time where necessary or appropriate to do so to:

- (a) reflect changes in our costs as lender in respect of the Loan;
- (b) meet relevant legal or regulatory requirements such as those relating to consumer protection; or

We will notify you of any such change in accordance with Paragraph 13.

### **9. No commitment to further Loans**

Nothing in this Loan Credit Agreement shall be construed as requiring us to provide any further loan or other credit facilities to you and the provision of any further loans or other credit facilities shall be solely at our discretion.

### **10. Representations and warranties**

**10.1** You represent and warrant to us that:-

- a) all information supplied by you to us is true, accurate and complete in all material respects;
- b) you have made full disclosure to us of all information relating to you as is material or ought to be made known to any lender proposing to provide a loan to you;
- c) there are no pending or to the best of your knowledge, information and belief any threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you;
- d) you have not been adjudicated bankrupt and you have not applied for a Protective Certificate and are not subject to a Debt Relief Notice, Debt Settlement Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012;
- e) the acceptance of the Loan Credit Agreement by you and the performance of your obligations hereunder will not violate any applicable law or regulation or any agreement or document to which you are a party or which is binding on you; and
- f) there has been no adverse material change in your financial circumstances since you applied for the Loan.

**10.2** The representations and warranties in Paragraph 10.1 are deemed to be given on the execution of this Loan Credit Agreement, and on each day that repayments are payable in respect of the Loan.

### **11. Personal Information**

We will only use your personal information in accordance with our obligations under the Data Protection Acts. For more information on your rights under the Data Protection Acts, see our privacy policy at <https://cdn.chillmoney.ie/documents/Chill-Money-Privacy-Policy.pdf> and the Data Protection Commissioner's website at [www.dataprotection.ie](http://www.dataprotection.ie).

### **12. Altering this Loan Credit Agreement**

We may change the Terms and Conditions applying to this Loan Credit Agreement from time to time. Unless we are required by law to use a particular medium, notice may be provided by placing an advertisement in at least two daily or Sunday national newspapers outlining such a change. We will only make such a change to reflect current market practice, the requirements of any law or regulation, or to clarify any existing term or condition or make it fairer (provided that this does not change the meaning of the original term).

### **13. Statements and notices**

**13.1** We will make available, free of charge and on request at any time throughout the term of this Loan, a statement of account. You must check any statements we issue to you.

**13.2** Other than notices referred to in Paragraph 12, all notices, including demands, for the purposes of this Loan Credit Agreement will be given to you at the address you have provided to us. If you change your name, or if you change your address, or any other contact details, you must let us know as soon as you can. If you don't tell us of any change we will not be liable for any loss that you suffer as a result of us not being able to contact you about your Account.

**13.3** We will always treat you as having received a notice at the address that you have last notified to us. Any notices sent to you shall, if sent by prepaid ordinary post, be deemed given to you 48 hours after it was sent to your last known address or if given by hand, when delivered and if given by facsimile, when transmission is completed and confirmation receipt is received.

**13.4** You must send any written notice to us at the following address; Personal Loans Department, Avantcard DAC, Dublin Road, Carrick on Shannon, Co. Leitrim or at such other address as we may notify to you from time to time.

**13.5** Our communications with you under this Loan Credit Agreement may be by telephone, in writing, by SMS, by email, or any other communication that we may introduce in the future as appropriate.

#### **14. Assignment**

**14.1** You may not assign or otherwise transfer any of your rights, benefits or obligations under this Loan Credit Agreement without our prior written consent.

**14.2** We may (without the need for any further consent from or notice to you) assign, transfer, mortgage, novate, charge or securitise interests in or dispose of the whole or any part of our rights, benefits and obligations in connection with the Loan and all other amounts payable by you to us under this Loan Credit Agreement, and the Account and any reference to us in this Loan Credit Agreement shall be deemed to include any assignee, transferee, novatee, mortgagee, chargee, grantee or other disposee and our successors who shall, where applicable, be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this Loan Credit Agreement in the same manner as if named herein.

#### **15. Waiver**

We can delay or waive enforcing any or all of the Terms and Conditions under this Loan Credit Agreement either in whole or in part without this affecting our ability to enforce that term or condition at any time in the future.

#### **16. Severability**

Each Paragraph, or part of a Paragraph or condition of this Loan Credit Agreement is severable and distinct from the others. If at any such time such Paragraph, or part of a Paragraph or condition is or becomes invalid or, illegal and we cannot enforce any Paragraph, or part of a Paragraph or condition under this Loan Credit Agreement, it will not affect the validity, enforceability and legality of any of the other Paragraphs, conditions or the part of the Paragraph or condition in this Loan Credit Agreement.

#### **17. Illegality**

If, at any time, it is unlawful for us to make, fund or allow to remain outstanding all or any of the advances made or to be made by us hereunder and/or to undertake or to continue to undertake any existing obligations hereunder we shall, promptly after becoming aware of the same, deliver to you a certificate to that effect and:

- (i) we shall not thereafter be obliged to make advances and/or undertake obligations and/or continue to undertake any existing obligations hereunder to the extent that to do so would be unlawful;
- (ii) if we so require, you shall on such date, and to such extent as we shall have specified, repay any principal amounts due to us together with accrued interest thereon and any other amounts due and payable hereunder; and
- (iii) our obligations hereunder will cease.

#### **18. Entire Loan Credit Agreement**

This Loan Credit Agreement represents the entire Loan Credit Agreement between you and us in respect of the Loan and supersedes all prior agreements, arrangements, letters and discussions between you and us in respect of the Loan.

#### **19. Power of attorney**

By way of security for your obligations under this Loan Credit Agreement, you hereby irrevocably appoint us your attorney to do anything which you are required to do by this Loan Credit Agreement. We may delegate this power. You undertake to ratify and confirm all things done by us or our delegate in the exercise or purported exercise of this power of attorney.

#### **20. Counterparts**

The Loan Credit Agreement may be signed by the different parties hereto on separate counterparts and if so signed, will be as effective as if all signatures on the counterparts were on a single copy of the Loan Credit Agreement.

#### **21. Phone calls and electronic communications**

**21.1** Subject to applicable law, we may contact you by post, phone, SMS, fax, email, online or in person.

**21.2** Telephone calls may be monitored or recorded to confirm instructions given, for staff training purposes, and under our quality assurance procedures. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings. In addition you agree that we may communicate with you electronically in relation to the Account and you shall not object to any electronic records being relied upon by

us, including in any litigation, proceedings or other dispute proceedings purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.

**21.3** You hereby authorise us to accept as legally binding and to act upon instructions communicated or transmitted to us by you or on your behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by us ('electronic communications') as well as those delivered by hand, post or courier. We are not obliged to accept and act upon such instructions however such instructions will be binding on you, and unless we specifically request it, no written confirmation is required before we can act on such electronic instructions. We shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions and shall be entitled to presume that the person we are dealing with is who he or she purports to be (subject to us acting reasonably and in good faith) and that he or she is duly authorised to give such instructions. We may however at our absolute discretion seek such further authentication and/or confirmation in relation to the instructions as we determine to be necessary in the circumstances which may include requiring you to furnish such instructions in writing.

**21.4** We shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non-receipt or delay in receipt of, non-transmission or loss in transmission of, or illegibility of, the electronic communication containing the instruction.

**21.5** In consideration of us accepting instructions by way of electronic communication, you hereby undertake to indemnify us and keep us indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by it arising out of or in connection with such instructions so long as you have acted reasonably and in good faith.

## **22. General**

**22.1** We will not be liable to you for any losses or costs caused by our compliance with any new regulatory or legislative requirement or for anything outside our reasonable control (for example, industrial action or failure of computer systems or the payment system), including acts of God, if this prevents us from providing our usual service.

**22.2** The Loan is intended to be a personal loan and must not be used for any business purpose.

**22.3** This Loan Credit Agreement shall not be treated as having been made until we have received the Loan Credit Agreement and it is signed and dated by all relevant parties.

**22.4** We are advancing the Loan and acting in respect of this Loan Credit Agreement as principal and not as agent or otherwise on behalf of any third party.

**22.5** For the purposes of this Loan Credit Agreement the English language will apply.

**22.6** We will always try to avoid any conflict of interest when providing services to you. If an unavoidable conflict does arise, we will contact you to outline the nature of the conflict.

**22.7** Avantcard DAC is regulated by the Central Bank of Ireland. The regulator's addresses at the date of the offer in this Loan Credit Agreement is Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1;

**22.8** Save to the extent permitted by law, nothing in this Loan Credit Agreement affects your statutory rights or excludes, restricts or imposes a liability in a manner which is not permitted under consumer credit law (that is to say the law, regulations and statutory codes which govern the Loan). If there is any conflict between the Loan Credit Agreement and such statutory rights, such statutory rights will prevail.

**22.9** We may from time to time outsource the performance of any activities in connection with this Loan Credit Agreement to any credit intermediaries appointed by Avantcard DAC or any such other person or agents as we consider appropriate.

## **23. Governing Law and Jurisdiction**

This Loan Credit Agreement and any non-contractual obligations arising out of or in connection with it are governed by Irish law and you submit to the exclusive jurisdiction of the Courts of Ireland.

## **24. Set-off**

You hereby agree that we may at any time without notice notwithstanding any settlement of account or other matter whatsoever set off any sum owing by us on any account whatsoever to you in satisfaction of any moneys owing or obligations or liabilities that you have to us whether such liabilities be present, future, actual, contingent, several, joint or joint and several.

## **25. Indemnity**

Without prejudice to Paragraph 8, you must immediately on demand pay to us on a full indemnity basis all costs and other expenses (including, without limitation, legal fees) reasonably incurred by us in connection with the preservation, perfection or enforcement of our rights under or in connection with this Loan Credit Agreement.



## COMPLAINTS

If you would like to make a complaint, please write to the Customer Advocate Manager, Avantcard DAC, PO Box 25, Carrick-on-Shannon, Co. Leitrim. We will fully investigate your complaint and provide you with a full response. While our investigation of any complaint is on-going, we will provide you with a regular written update. We have procedures in place to ensure we handle your complaint fairly and quickly. The Consumer Protection Code 2012 requires lenders to attempt to investigate and resolve a complaint within 40 business days of receipt. However, if you are not satisfied with the outcome of your complaint, you can write to the Financial Services Ombudsman, Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. The Financial Services Ombudsman may not investigate a matter which is or has been the subject of legal proceedings before a court or tribunal, occurred more than six years before the complaint is made or is within the jurisdiction of the Pensions Ombudsman.

**Your Right of Withdrawal.** You have a right to withdraw from this Loan Credit Agreement. You can do this by sending a WRITTEN notice of withdrawal by post to Avantcard DAC, Dublin Road, Carrick-on-Shannon, Co Leitrim. You have FOURTEEN days to exercise your right of withdrawal and may do so without giving any reason and without charge from the day on which the Loan Credit Agreement was concluded or, if later, the date on which you receive a copy of this Loan Credit Agreement after the conclusion of the Loan Credit Agreement. You then have THIRTY days starting from the date you send the notice to repay us the amount of the Loan. If you do not withdraw from this Loan Credit Agreement you will be bound to make payments under the terms of this Loan Credit Agreement.

**Cancellation.** We may at our sole discretion cancel this Loan Credit Agreement if the signed Loan Credit Agreement and the completed Direct Debit form are not returned to us within two months.

## CENTRAL CREDIT REGISTER

Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements. We, along with other lenders, must transfer personal and credit information on a monthly basis to the Central Credit Register for loans and credit cards.

It is important to note that if you do not keep up your repayments on your loans or credit cards you have with us, the missed payments will be reported to the Central Credit Register and will appear on your credit report. In addition, should you enter into a restructure arrangement with us arising out of financial difficulties; this restructure will be reported to the Central Credit Register.

When credit reports become available, you will have the right to:

1. Request your credit report at any time and the first credit report each year is free;
2. Insert a 200 word explanatory statement on your credit report;
3. Apply to have your information amended if you believe it is:
  - a. Inaccurate;
  - b. Incomplete; or
  - c. out of date
4. Make a report to the Central Credit Register if you reasonably believe that someone has, is, or is about to impersonate you.

For more information about the Central Credit Register

Website: [www.centralcreditregister.ie](http://www.centralcreditregister.ie)  
Email: [consumerinfo@centralcreditregister.ie](mailto:consumerinfo@centralcreditregister.ie)  
LoCall: 1890 100 050  
LandLine: 01 224 5500