



## Hoot Credit Union

### Standard Loan Terms and Conditions

1. The Lender will lend, and the Borrower acknowledges that they have received, the sum borrowed under this Agreement. The Borrower will repay the Loan (i.e. the Total Amount Payable) by the repayments set out in the Loan Agreement.
2. Interest will be charged daily on the unpaid balance of the Loan and any unpaid interest at the rate set out in the Loan Agreement.
3. The Borrower has the right to settle the Agreement early at any time by paying in full the balance of the Loan and any unpaid interest outstanding. The Lender will, on request, provide the Borrower with a written statement of the sums which have been paid and which remain outstanding under the Agreement.
4. The Borrower acknowledges that the details given on the Loan Application for this Agreement are correct and will inform the Lender immediately of any change in financial circumstances which may reduce their ability to repay the Loan or of any change in their address.
5. If the Borrower fails to pay any amount due to the Lender under this Agreement or breaches any of its terms, the Lender has the right to demand early repayment of all or part of the balance of the Loan outstanding, together with any unpaid interest. The Lender will give the Borrower written notice not less than seven days before taking any action to recover any such sum. The Borrower acknowledges that if any loan repayments are not paid, or are not paid after the agreed time, this may result in the Total Amount Payable under the Agreement being greater than the sum set out in the Loan details.
6. The Borrower will be liable for any costs the Lender incurs in recovering sums due under the Agreement.
7. If a 'Borrower' and 'Joint Borrower', or 'Guarantor' are named on the agreement, the liability of each shall be Joint and Several.
8. The Borrower agrees to assign to the Lender the value of all paid share and payments on account of shares, up to an amount equivalent to the loan or amount outstanding on the loan, whichever is the greater, which the borrower has or may have in future in the credit union as security for payment of the Loan and for interest or expenses which may become due and the Borrower authorises the credit union to set off or apply any or all such shares towards payment of the Loan, interest or expenses owed by the Borrower.
9. The Borrower agrees to leave an agreed % of the outstanding loan balance as Pledged Shares and continue to save as specified below:

Family Loans	At least £2.50 per week, or £10 per 4 weeks
School Uniform Loans	At least £1 per week or £4 per 4 weeks/month
Handy/Smart/Payroll Plus Loans	At least 10% of the outstanding loan balance
All other loans	An amount agreed as part of the loan application

10. The Borrower agrees to the following statement:  
*"I agree that if I default on repayments, information about my loan may be passed on to the Department for Work and Pensions for their consideration of deductions from the benefits that I am or will become entitled to."*

**Data Protection Statement:** In accordance with the principles of the Data Protection Act 1998, we will use your personal details for the purposes of managing your accounts with the credit union. Your personal details will be treated confidentially. We may use credit reference and fraud prevention agencies to help us make decisions. What we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in the leaflet: *A condensed guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies*. If you would like to read the full details of how your data may be used please visit our website at [www.wisewithmoney.org.uk](http://www.wisewithmoney.org.uk), phone 01204 365024, or ask one of our staff. By confirming your agreement to proceed you are accepting that we may use your information in this way.