

TERMS AND CONDITIONS

1. INTRODUCTION

In this Agreement, We, NIIB Group Limited (Company registration number NI 3721) trading as Northridge Finance of 1 Donegall Square South, Belfast, BT1 5LR, agree to lend and you agree to borrow the amount of credit shown on page 1 of your Agreement.

2. PAYMENTS

2.1 You agree to repay the "Total amount payable" in the amounts and on the dates shown in the Agreement. The instalments have been calculated to include interest payable on the amount of credit. Payment will be by direct debit unless we agree otherwise. If any due date for payment falls on a bank holiday or weekend, then payment will be made on the next business day. Punctual payment is essential.

2.2 Any repayment you make shall, at our reasonable discretion, be applied in the following order:

(i) against any costs and fees you have incurred; (ii) in satisfaction of accrued interest (including late payment interest); (iii) against the principal sum borrowed.

3. WITHDRAWAL

Where the "Total Amount of Credit" (shown on page 1 of the Agreement) is more than £60260.00 Section 3 does not apply.

3.1 You will have a period of time in which to withdraw from the Agreement. Please refer to page 2 of your Agreement for further details. If you do not withdraw from the Agreement within the requisite period, you will be bound by its terms. The Agreement will then continue unless brought to an end by you or us.

3.2 If you fail to repay the total 'Amount of credit' plus any interest that has accrued from the date the credit was provided until the date it is repaid within the requisite period, this will be deemed to be a breach of the Agreement and we may recover the sums owed.

3.3 If you withdraw from this Agreement in accordance with its terms, please note that you would only be withdrawing from this Agreement and not the agreement for goods or services that you have entered into.

4. EARLY REPAYMENT

4.1 You can repay all or part of the credit borrowed under this Agreement at any time. If you wish to make an early full or partial repayment, you must:

a.give us notice orally or in writing. Our contact details can be found at the "Early repayment" section of your Agreement; and

b.make the repayment before the end of the period of 28 days beginning with the day after we receive notice from you, or on or before any later date specified in the notice.

4.2 Where you take these steps the amount you owe us will be reduced by an amount equal to the sum of the amount paid and any statutory rebate, where applicable.

4.3 On or after making an early partial repayment, you may make a request for an early repayment statement which we will provide before the end of the period of seven working days from the day after we receive your request.

4.4 Please note that where you opt to make an early partial settlement, your remaining balance can then be repaid within a shorter credit period or your remaining instalments can be reduced and original credit period can remain unaltered. We will give effect to any partial early repayments by reducing the term of your Agreement unless you request otherwise.

4.5 Please note that payments to your account will be allocated to the oldest outstanding debt first.

5. OUR RIGHT TO TERMINATE AND DEMAND PAYMENT

5.1 Subject to service of the relevant notices required by the Consumer Credit Act 1974, we have the right to make written demand for any unpaid fees and costs debited to your account and the whole of the "Total amount payable" less any instalments that you have made upon the happening of any of the following events:

(a) you fail to observe and perform any provision contained in this Agreement or are in breach of this Agreement;

(b) you fail to make a payment by its due date;

(c) if you have a bankruptcy petition or order presented or made against you (or its equivalent in Scotland) or have execution levied against any of your assets;

(d) if any information provided by you before or after the date of this Agreement is found to be inaccurate;

(e) if you are a partnership, the partnership is dissolved for any reason;

(f) you propose/enter into a voluntary arrangement with your creditors;

(g) you die;

(h) we have reasonable grounds to suspect unauthorised use of the credit such as fraud, theft or dishonesty; or

(i) we have any legal, regulatory or other objectively justifiable reason.

6. COSTS AND EXPENSES

6.1 If you fail to comply with any provision of this Agreement, we shall be entitled to recover from you our reasonable costs and expenses. Details

of these charges are shown in the "Charges for late payment" section of the Agreement and below at Clause 6.2.

6.2 If we do not receive your monthly repayment by its due date, the following default sums may be charged:

(i) Each letter chasing payment of arrears £5;

(ii) Each missed/unpaid direct debit/represented cheque £10.

6.3 We may vary these default sums on not less than thirty days' written notice to you in the event of a change in market conditions or banking practice, or if there are any changes required by the Financial Ombudsman Service, or if there are alterations in the costs of maintaining this Agreement.

6.4 Interest payable on any default sums shall be on a 'simple interest' basis and will be charged 29 days after the day on which you receive a Notice of Default Sums.

6.5 Tracing Agents' fees will be charged at the agent's standard rates which are current at that time. If litigation takes place you will have to pay legal costs and will be responsible for all our reasonable legal costs incurred.

6.6 At our discretion, these charges will either be debited to your account, payable by you on demand or be dealt with as provided by Clause 2.

7. USE OF LOAN

7.1 Where you have provided us with details of other accounts to be settled, you authorise us to, or alternatively you shall pay the relevant amount to the persons to whom you owe money. We may settle any loan amount directly by cheque or BACS system.

7.2 Any request you make for us to settle other accounts on your behalf must be made in writing and sent to us with your Credit Application.

7.3 You acknowledge that the Cash Loan (A) shown in "Total amount payable", or any part of such Cash Loan is not made under pre-existing or contemplated future arrangements between us and any supplier of goods or services and is not subject to any other restrictions concerning its use.

8. ASSIGNMENT

8.1 We may transfer, assign, or charge to any other person this Agreement or any or all of our rights under this Agreement or our duties. You will be informed of any such transfer as soon as reasonably possible unless there are no changes to the way in which your account will be serviced. If after any such transfer, the arrangements for servicing the credit do change, you will be informed on or before the first occasion that they do. Your legal rights will not be affected and your obligations will not be increased as a result.

8.2 You may not transfer or assign any of your rights or duties under this Agreement.

9. RIGHT OF SET-OFF

If a refund is due to you under this Agreement, but you owe us money on any other agreement you have with us, you authorise us to, and agree that we may, set off the refund against any amounts due.

10. GENERAL

10.1 You shall immediately notify us of any change in your address.

10.2 Where more than one Customer is detailed in this Agreement, all persons named as Customers shall jointly as well as severally comply with the terms of this Agreement. This means that each of you could be held liable for the payment of all sums due under this Agreement.

10.3 We may decide from time to time, not to enforce some or all of our rights under this Agreement. If we do this, we will not be prevented from subsequently enforcing those or other rights.

10.4 Any supplier or other person through whom this Agreement may have been introduced, negotiated or conducted, is not our agent for the purposes of such introduction or negotiation, subject as provided by law. If the word "agent" is used, it shall be construed in a descriptive sense only and not as implying any legal relationship.

10.5 This Agreement takes effect only when it has been signed by all parties.

10.6 This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, or Scottish law if you are ordinarily resident in Scotland or English law if you are resident anywhere else.

11. COMPLAINTS AND NOTICES

11.1 If you wish to make a complaint, in the first instance, please either speak or write to the person or department that has given you the service you would like to complain about. We can usually resolve your complaint straight away. If we cannot, we will tell you how long it will be before we can give you an answer. If you are unhappy with the response you receive, please refer to 12.2 below.

11.2 Please contact Head Office by calling us on: 0800 9170931 (lines are open from 9.00 am to 5.00 pm Monday to Friday). We will take the

TERMS AND CONDITIONS - Continued

details of your complaint, and pass it to the right person, who will contact you within two working days.

If you would like to put your complaint in writing, please address it to: Northridge Finance, 1 Donegall Square South, Belfast, BT1 5LR. When we receive your letter of complaint we will reply to you within five working days. We will always deal with your complaint as quickly as we can and we aim to resolve it within fifteen working days. However, in some cases it may take us a little longer. If this is the case we will keep you updated by sending you a further letter, advising you of the current status of your complaint, within four weeks of receiving it. If we have not been able to deal with your complaint within eight weeks of receiving it we will write to you and explain the stage we have reached and what we plan to do next. If at this stage you are not happy with the progress we have made you have the option of referring your complaint to the Financial Ombudsman Service.

11.3 If you have a complaint that we do not resolve to your satisfaction, the Financial Ombudsman Service may be of assistance. They can help

resolve disputes between financial institutions and their customers. They are entirely independent, and the service is free of charge to consumers. Ask us for a leaflet, or contact the Financial Ombudsman Service for details at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. You can also contact the Financial Ombudsman Service (FOS) by phone. 0800 023 4567 - Calls to this number are normally free for people ringing from a "fixed line" phone - but charges may apply if you call from a mobile phone. 0300 123 9123 - calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs. These numbers may not be available from outside the UK - so please call FOS from abroad on +44 20 7964 0500.

email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk.

11.4 If you wish to send any notice or request to us under any statute or otherwise, you may contact Northridge Finance, 1 Donegall Square South, Belfast, BT1 5LR