

APPLICATION COVER PAGE & CHECKLIST

fax to: 0207 659 1141

OR

post to: Freepost, Eclipse Credit Repair

OR

email to: creditinterest@eclipsecard.co.uk

DATE:

PAGE 1 OF (Please enter number of pages)

PLEASE PRINT THIS PAGE AND RETURN IT TO US WITH THE ITEMS BELOW

To complete your approval for the loan we require the following:

Required: (please tick off)

Signed and dated Credit Agreement

Copy of Current / Valid UK Driving Licence or Passport

Copy of a bill for Telephone, Council Tax, Water, Gas, or Electric, dated with the last 13 weeks

- OR -

Copy of a Credit Card, Store Card or Bank Statement, dated within the last 8 weeks

FIXED-SUM LOAN AGREEMENT regulated by the Consumer Credit Act 1974

"We", Cheque Exchange Limited, 5th Floor, Empire House, Wakefield Old Road, Dewsbury, West Yorkshire, WF12 8DJ, agree to enter into this agreement with you on the terms and conditions set out below and overleaf

The "Customer"

Full name:

Date of Birth:

Address:

Post Code:

Email:

Eclipse Account Number:

(on the reverse of your Eclipse card)

KEY FINANCIAL INFORMATION

Repayments: You will repay the Loan by twelve equal monthly instalments each of £4.45 starting on the first date of your eclipse card monthly fee due date immediately after the date of this Agreement. We will collect the instalments on the same date each month thereafter by debiting your eclipse prepaid card.

Duration of Agreement: 12 months

APR 0%

OTHER FINANCIAL INFORMATION

Cash Price £ 53.40 Description of Goods/Services – Annual eclipse card issue fee ("the Loan")

KEY INFORMATION

1. In the event of your breach of this Agreement or other event of default you will be liable to pay us all of our legal costs. These will be charged on an indemnity basis at the rates which are current at the time they are incurred.
2. You may settle this Agreement early and at any time. Three examples of what you would have to pay (based on the Loan in "Other Financial Information") in the event of early settlement are set out below.
3. You will only be accepted for this loan if you are an eclipse prepaid cardholder on a pay monthly tariff. From the date of acceptance of this loan you must remain on the pay monthly tariff for a period of 12 months thereafter.

DATE OF EARLY SETTLEMENT AMOUNT PAYABLE

After one quarter of loan term (3 months) £40.05

After half of loan term (6 months) £26.70

After three quarters of loan term (9 months) £13.35

The amounts shown are indicative only as they do not take into account variations which may occur under the Agreement.

3. If you wish us to give you permission to do certain things and for supplying copy statements of account or other documents, other than those to which you are entitled free of charge, by law, we may make a charge. See Term 4 of the Terms.

MISSING PAYMENTS

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, we 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 which may be reduced by a rebate. Examples indicating the amount you have to pay appear in the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement, you may have a right to sue the supplier, us 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 us. 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.

YOUR RIGHT TO CANCEL

You will have 14 days from the date of our acceptance to cancel this Agreement. Please see clause 7 for further information on how you can exercise this right.

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 of Customer

Date of signature

Signature for and on behalf of Cheque Exchange Limited

Date of this Agreement

CUSTOMER CONFIRMATION AND DATA PROTECTION

It is important that you read this Agreement (which includes the Terms of Agreement) before you proceed. If there is a term which you do not understand, please contact us. By signing this Agreement, you confirm that the information you have given us is accurate. We will use your personal information and any information we obtain from credit reference and fraud prevention agencies to help us make decisions about you. Please read clause 6 of the Terms "Protecting your personal data". By signing this Agreement, you are agreeing to us using your information in this way.

IMPORTANT - YOUR PERSONAL INFORMATION

Credit decisions and also the prevention of fraud and money laundering 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 document called 'A Guide to the use of your personal information by ourselves and at Credit Reference and Fraud Prevention Agencies'.

We would like to contact you by post and phone (and, if you agree, by email, SMS or other electronic means) for market research purposes, or with news on vehicles and other products and services, which may be of interest to you. We may also pass your information to our other group companies, authorised dealers and other providers of our branded products and services for these purposes. You can opt out or obtain further details of our privacy policy at any time by calling us on 0844 8736188 or writing to us at FREEPOST, ECLIPSE CREDIT REPAIR

TERMS OF AGREEMENT

This Agreement is made on the date shown between Cheque Exchange Limited ("we" which expression shall include our successors and assignees) and the Customer named on the front of this Agreement (referred to in these Terms and elsewhere in the Agreement as "you").

1. The Loan and Repayment

- (a) We will make you a loan ("the Loan") on the date of this Agreement (which is the date we sign this Agreement).
- (b) The amount of the Loan is shown in Other Financial Information.
- (c) You will repay the Loan to us by the monthly instalments and on the due dates specified in Key Financial Information. Unless we agree otherwise, such repayments will be collected by debiting your card at the times and in the amounts specified. If any due date for repayment falls on a bank holiday or weekend, then repayment will be made on the next business day. Punctual payment is essential. We reserve the right to seek repayment from you by an alternative method (such as cheque or direct debit) in the event that we are unable to collect payment as described above, for any reason.
- (d) If you make any payments to us by post or to any other person for transmission to us, this will be at your risk and will only be credited to your account when received by us in cleared funds.
- (e) Any instalment you make will be applied first, at our reasonable discretion, against any costs and fees you have incurred with us,
- (f) secondly against principal.

2. Ending this Agreement

- (a) You have the right to settle this Agreement early by paying to us any unpaid fees and costs and any unpaid balance of the Loan. We will provide a settlement statement upon written request.
- (b) Upon the occurrence of any of the following events we may demand by written notice immediate payment of any unpaid fees and costs and the unpaid balance of the Loan:
 - (I) if you fail to make a repayment on its due date; or
 - (II) if you fail to observe or perform any other provision of this Agreement; or
 - (III) if you are unable to pay your debts when they fall due; or
 - (IV) if you have a bankruptcy petition or order presented against you (or its equivalent in Scotland) or have execution levied against
 - (V) any of your assets; or
 - (VI) you propose/enter into a voluntary arrangement with your creditors.

3. Costs and Expenses

You will pay to us on demand (or at our discretion, you will be charged with) all fees and charges listed in Key Information which are incurred by us in enforcing or defending the provisions of this Agreement. We may vary the charges set out in paragraph 1 in Key Information on not less than thirty days written notice to you in the event of a change in market conditions, banking practice or alterations in the costs of maintaining the Agreement. If you wish

us to give you permission to do certain things and for supplying copy statements of account or other documents, other than those to which you are entitled free of charge, by law, we may make a charge. Please ask for details of our current rates.

4. Assignment

We may transfer, assign and/or charge this Agreement or our rights under it, but we will not do so to your detriment. You may not transfer or assign any of your rights or obligations under this Agreement.

5. General

- (a) Any supplier/contractor/broker or any other person by or through whom this Agreement may have been negotiated or concluded is not our agent and should the word "agent" have been used it shall be construed in a descriptive sense only and not as implying any legal relationship.
- (b) We may serve notice on you by sending it by prepaid letter post to you at your address shown on the front of this Agreement or your last known address.
- (c) This Agreement and any dealings with you prior to any agreement being made shall be governed by and interpreted in accordance with English law.
- (d) All communications with you will be in English.

6. Protecting Your Personal Data

- (a) We may carry out searches on you at one or more credit reference agencies, that is, Experian Limited, Equifax plc and Callcredit plc (together "the CRAs"). In considering your application we will use your personal information from your application and from the CRAs to make decisions about you. We may use credit scoring. The CRAs may add details of our searches and your application to their records about you. This information will be made available to other organisations that perform searches on you at the CRAs. Information held about you at the CRAs may already be linked to records relating to one or more of your partners. This is called an "association" and for the purpose of your application and this Agreement, you may be treated as financially linked and assessed with reference to any associated records.
- (b) We will also add to your records at the CRAs:
- (c) • Details of any agreement entered into with us;
- (d) • The payments that you make under such agreements;
- (e) • Any default or failure by you to keep the terms of such agreements; and
- (f) • Any failure by you to tell us about a change of address where a payment is overdue.
- (g) Your records held by the CRAs will be shared with other organisations who make searches and may be used by us and those other organisations to:
- (h) • Help make decisions about credit and credit related services (eg insurance) for you and your household;
- (i) • Trace debtors, recover debt, prevent money laundering and fraud and to manage our accounts;
- (j) • For other purposes for which you have given your agreement.
- (k) For the purposes set out at (c) we or those other organisations may make further searches. These searches will be added to your records but will not be shared with others.
- (l) It is important that you give us accurate information. We will check the information that you give us with fraud prevention agencies. If you give us false and/or inaccurate information and we suspect fraud, this will be recorded and we may inform fraud prevention agencies ("FPAs").
- (m) Your records at the FPAs will be shared with other organisations to help make decisions about motor, household, credit, life and other insurance proposals and claims for you and (in the case of individuals) members of your household.
- (n) We, the CRAs and FPAs may also use the information held about you for statistical analysis about credit, insurance and fraud and to conduct market research. If you would like details of the CRAs and/or FPAs that we use please contact us at FREEPOST ECLIPSE CREDIT REPAIR.
- (o) If you breach any term of this Agreement we may pass details of the breach to any associate of ours or to other companies in our group who will use this information to make decisions about other agreements that you may have with them.
- (p) We may pass your details to any associate of ours or other companies within our group and occasionally to organisations outside our group so that we and/or they may keep you informed about products and services which we think may be of interest to you. If you do not wish to be contacted in this way, please write to us at our address stated in this Agreement at any time.
- (q) You can also obtain a copy of the information we hold on you and/or details of any other person to whom we may pass your information by writing to us at the same address. You have a legal right to these details. A fee will be payable for this service.

7. Your Right To Cancel

If we accept your application, you will have 14 days from the date of our acceptance to cancel this Agreement. The date of acceptance will be the date you receive a further copy of this Agreement in the post. If you wish to cancel this Agreement, please write to Customer Services at FREEPOST ECLIPSE CREDIT REPAIR. If you do not wish to cancel, you will be bound by the terms of this Agreement which will continue unless terminated in accordance with Clause 2.

ABOUT US

Cheque Exchange Limited is licensed under the Consumer Credit Act 1974. See www.ofc.gov.uk for details. The information provided is correct at time of printing and is valid until varied in accordance with the Terms. Cheque Exchange Limited provides, amongst other things, sales, marketing and operational management services to payment card issuers. The basis on which the Loan is supplied to you is set out in this Agreement.

COMPLAINTS

If you have a complaint, you may contact Customer Services at FREEPOST ECLIPSE CREDIT REPAIR. If we are unable to resolve any complaint through our internal complaints procedure you may contact the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR.

IMPORTANT – the information set out on this page must be read together as a whole with the terms set out on page 2.