

## Terms and Conditions for The College of Animal Welfare Ltd Loans

### **Definition**

- I. " Lender " / " we " / " us " means the The College of Animal Welfare Ltd.
- II. " Borrower " / " you " means the member taking the Loan.
- III. " Account " means the Loan account maintained by the Lender for the Borrower in connection with the Loan Agreement.
- IV. " Conditions " means these terms and conditions in force from time to time which may be varied.
- V. " Loan " means the loan sum requested by the Borrower in their loan application.

### **A) How the agreement between You and The College of Animal Welfare is made**

1. To qualify for a College of Animal Welfare Ltd Loan, you should have a Unique Learning Number (ULN) from The College of Animal Welfare Ltd
2. Lender will approve the amount and repayment terms of Loan based on your ability to repay which will be assessed by us and include checks with a Credit Reference Agency (see section G below on what we will check and what we will do with the information received).
3. Interest rate for THE COLLEGE OF ANIMAL WELFARE LTD loans is a fixed rate of 9.
4. Once the loan application has been approved:
  - a. if you made an application in person, then the you will be required to sign our Loan Agreement before the loan sum is released to you.
  - b. The agreement between us will come into existence if we approve your loan application and accordingly your loan will be released immediately on approval and completion of all required documentation.
5. The Borrower may repay the outstanding balance of the Loan Agreement at any time without incurring any penalties.

**B) Repayment of THE COLLEGE OF ANIMAL WELFARE LTD loans**

1. The maximum repayment period for the THE COLLEGE OF ANIMAL WELFARE LTD Loan will be thirty-six months depending on the amount applied for. The loan repayments will normally commence on the completion of the respective course or earlier if course not completed.
2. Earlier repayment terms can be agreed on application.
3. The minimum repayment period for the THE COLLEGE OF ANIMAL WELFARE LTD Loan will be one month.

**C) Repeat Loans**

1. You will be able to borrow further loans provided:
  - a) That you have maintained your previous loan repayments promptly.
  - b) That you have reduced your present loan by one third of the total balance

**D) Renewal of Loan**

1. The Lender will review your loan account for renewal from time to time either on request of the borrower or where the lender deems it is necessary to do so.
2. The Lender's decision will be final and binding on the Borrower.

**E) Default**

1. The Borrower agrees that if they give or receive notice of termination of their employment the Borrower shall advise the Lender immediately. The Borrower agrees that should they fail to make payment of any amount due to the Lender, or should their employment end for whatever reason, or should the Borrower set up an Individual Voluntary Arrangement or become bankrupt, the entire balance outstanding will immediately become due and payable, and the Lender shall have the right to recover any sums due to them from the Borrower's final wage or salary payment, including redundancy monies, severance payments, expenses and any other sums due to the Borrower.
2. **The Borrower is aware that the Loan Agreement is a legally binding contract and that if the borrower fails to comply with any of its terms; the Borrower may render themselves liable to further action, which may include Court action. The Borrower will be required to repay the Lender's legal expenses and an administration charge if the Lender requires taking Court action to obtain repayment of all sums due under the Loan Agreement.**

## F) Termination

The Lender may terminate the Loan Agreement and demand immediate repayment of all sums due in respect of the Loan Agreement after giving any written notice required by law if:-

1. The Borrower shall fail in any material respect to keep any part of the loan Agreement
2. The Borrower shall have deliberately given false information or given inaccurate information in connection with the Loan Agreement or any other Credit Agreement between the Borrower and the Lender.
3. The Borrower shall be the subject of a Court action which has the effect of taking away from the Borrower's control of the whole or a substantial part of the Borrower's assets
4. The Borrower shall become incapable in law of managing their own affairs Should the Lender terminate the Loan Agreement or should the Borrower default, the Lender is entitled to the repayment of the whole sums due under the Loan Agreement and may retain any monies held by the Lender for the Borrower in any other type of account and apply the said monies held on or towards payment of the balance outstanding in terms of the Loan Agreement.
5. The Borrower fails to complete the College course

## G) Personal Information and Credit Reference Policy

1. **When you apply to us to open an account, the College of Animal Welfare Ltd will: -**
  - a) Check our own records for information on: -
    - i) Your personal accounts;
    - ii) and, if you have one, your financial associates' personal accounts;
    - iii) if you are an owner, director or partner in a small business we may also check on your business accounts.

In these terms:

- A "financial associate" will be someone with whom you have a personal relationship that creates a joint financial unit in a similar way to a married couple. You will have been living at the same address at the time. It is not intended to include temporary arrangements such as students or rented flat sharers or business relationships.

Financial associates may "break the link" between them if their circumstances change such that they are no longer a financial unit. They should apply for their credit file from a credit reference agency and file for a "disassociation".

- A "small business" is defined as an organisation which might be sole trader, partnership or a limited company that has three or less partners or directors.

- Credit reference agencies may "link" together the records of people that are part of a financial unit. They may do this when people are known to be linked, such as being married or have jointly applied for credit or have joint accounts. They may also link people together if they, themselves, state that they are financially linked.

- b) Search at credit reference agencies for information on:-
- i) Your personal accounts: -
  - ii) very occasionally if there is insufficient information to enable us to assist you, we may also use information about other members of your family;
  - iii) if you are a director or partner in a small business we may also check on your business accounts;
- c) Search at fraud prevention agencies for information on you and any addresses at which you have lived and on your business (if you have one)
2. **What we do with the information you supply to us as part of the application: -**
- a) Information that is supplied to us will be sent to the credit reference agencies.
- b) If you are making a joint application or tell us that you have a spouse or financial associate, we will:-
- i) Search, link and/or record information at credit reference agencies about you both.
  - ii) Link any individual identified as your financial associate
  - iii) Take both your and their information into account in future applications by either or both of you.
- So you must be sure that you have their agreement to disclose information about them.**
- c) If you give us false or inaccurate information and we suspect or identify fraud, we will record this and may also pass this information to fraud prevention agencies and other organisations involved in crime and fraud prevention.
- d) Your data may also be used by us to offer you other products, but only if you have given your permission. That will be on the front of any form that you have completed.
3. **With the information that we obtain we will: -**
- a) Assess this application for credit and/or;
  - b) Check details on applications for credit and credit related or other facilities
  - c) Verify your identity and the identity of your spouse, partner or other directors/partners and/or;
  - d) Undertake checks for the prevention and detection of crime, fraud and/or money laundering.
  - e) We may use scoring methods to assess this application and to verify your identity.

- f) Manage your loan account with the College of Animal Welfare.
- g) Undertake periodic statistical analysis or testing to ensure the accuracy of existing and future products and services.
- h) Any or all of these processes may be automated.

4. **What we do when you have a Loan: -**

- a) Where you borrow or may borrow from us, we will give details of your personal and/or business account (if you have one), including names and parties to the account and how you manage it/them to credit reference agencies.
- b) If you borrow and do not repay in full and on time, we will tell credit reference agencies.
- c) We may make periodic searches of our own group records and at credit reference agencies to manage your account with us, including whether to make credit available or to continue or extend existing credit. We may also check at fraud prevention agencies to prevent or detect fraud.
- d) If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.

**What Credit Reference and Fraud Prevention Agencies do**

5. **When credit reference agencies receive a search from us they will:**

- a) Place a search "footprint" on your credit file whether or not this application proceeds. If the search was for a credit application the record of that search (but not the name of the organisation that carried it out) may be seen by other organisations when you apply for credit in the future.
- b) Link together the records of you and anyone that you have advised is your financial associate including previous and subsequent names of parties to the account. Links between financial associates will remain on your and their files until such time as you or your partner successfully files for a disassociation with the credit reference agencies.

6. **Supply to us: -**

- a) Credit information such as previous applications and the conduct of the accounts in your name and of your associate(s) (if there is a link between you — (see (B) above) and/or your business accounts (if you have one).
- b) Public information such as County Court Judgments (CCJs) and bankruptcies.
- c) Electoral Register information.
- d) Fraud prevention information.

7. **When information is supplied by us, to them, on your account(s): -**
- a) Credit reference agencies will record the details that are supplied on your personal and/or business account (if you have one) including any previous and subsequent names that have been used by the account holders and how you/they manage it/them.
  - b) If you borrow and do not repay in full and on time, credit reference agencies will record the outstanding debt.
  - c) Records shared with credit reference agencies remain on file for 6 years after they are closed, whether settled by you or defaulted.
8. **How your data will NOT be used by credit reference agencies: -**
- a) It will **not** be used to create a blacklist.
  - b) It will **not** be used by the credit reference agency to make a decision.
9. **How your data WILL be used by credit reference agencies:**
- a) The information which we and other organisations provide to the credit reference agencies about you, your financial associates and your business (if you have one) may be supplied by credit reference agencies to other organisations and used by them to
    - i) Prevent crime, fraud and money laundering by, for example checking details provided on applications for credit and credit related or other facilities
    - ii) Check the operation of credit and credit-related accounts
    - iii) Verify your identity if you or your financial associate applies for other facilities.
    - iv) Make decisions on credit and credit related services about you, your partner, other members of your household or your business.
    - v) Manage your personal, your partner's and/or business (if you have one) credit or credit related account or other facilities.
    - vi) Trace your whereabouts and recover debts that you owe.
    - vii) Undertake statistical analysis and system testing.
10. **How your data may be used by fraud prevention agencies:**
- a) The information which we provide to the fraud prevention agencies about you, your financial associates and your business (if you have one) may be supplied by fraud prevention agencies to other organisations and used by them and us to:-

- i) Prevent crime, fraud and money laundering by, for example;
    - ⓐ checking details provided on applications for credit and credit related or other facilities
    - ⓑ Managing credit and credit related accounts or facilities
    - ⓒ Cross Checking details provided on proposals and claims for all types of insurance.
    - ⓓ Checking details on applications for jobs or when checked as part of employment
  - b) Verify your identity if you or your financial associate applies for other facilities including all types of insurance proposals and claims.
  - c) Trace your whereabouts and recover debts that you owe.
  - d) Conduct other checks to prevent or detect fraud
  - e) We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
  - f) Undertake statistical analysis and system testing.
- 11 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998
- 12 Your data may also be used to offer you other products, but only where permitted
13. **How to find out more**

You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

• CallCredit, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ or call 0870 0601414

• Equifax PLC, Credit File Advice Centre, PO Box 3001, Bradford, BD1 5US or call 0870 010 0583 or log on to [www.myequifax.co.uk](http://www.myequifax.co.uk)

• Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF or call 0844 4818000 or log on to [www.experian.co.uk](http://www.experian.co.uk)

## H) Notices

All notices sent by you to us must be sent to *Headland House, Chord Business Park, Godmanchester, Cambridgeshire, PE29 2BQ* OR to [funding@caw.co.uk](mailto:funding@caw.co.uk). We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

## I) General

1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
2. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
3. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.
4. A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
5. These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English courts.