

## TERMS AND CONDITIONS

### 1. YOUR OBLIGATIONS

- 1.1 To accept these Terms and Conditions.
- 1.2 That you have read and understood the Pre Contract information (the SECCI) before signing this agreement.
- 1.3 That the details you have given are true and complete.
- 1.4 That signature to this agreement acknowledges receipt of a true copy.
- 1.5 You confirm that:
  - (a) You received your salary payment on your last payday;
  - (b) You have no reason to believe that your future salary payments will not be paid to you; and
  - (c) You do not know of any circumstances or arrangements that would hinder your ability to meet your repayment obligations under this agreement.
- 1.6 You authorise WageDayAdvance Ltd to collect by Direct Debit, Electronic or any other means any monies owed under this agreement, from any Bank or Cheque Account, of which the customer has supplied us with details.
- 1.7 You agree to us contacting you at work, or home, in person, via text, or via email to discuss your account or application.
- 1.8 All sums owed under this agreement, including interest which will be calculated on a daily basis, shall become due and payable immediately if:
  - (a) Any direct debit has been cancelled on the repayment date
  - (b) We believe you have provided us with any false information when you entered into this agreement.
  - (c) A statutory demand is served on you, or any other steps are taken by you or any other person, to make you bankrupt.
- 1.9 You agree:
  - (a) Subject to 1.9(b) below, we shall only debit your account for the amounts expressly set out in the loan agreement and on the date or dates as expressly set out in the loan agreement unless otherwise specifically agreed with you after the loan has been issued, for example as part of a payment plan.
  - (b) In the event that the date or dates set out in the loan agreement should fall on a Saturday, Sunday, or a public holiday, then payment may be taken on the previous available working day, unless agreed beforehand. In the event that following default on the loan (a) reasonable attempts to contact you fail; or (b) you unreasonably refuse to agree a date on which payment can be made; or (c) you provide false information, then we will attempt to settle the outstanding balance on your next repayment date failing which we may try to take payment at 1 day intervals for all or part of the amount due.
- 1.10 You must inform us immediately of any change in name, home address, e-mail address, job, pay frequency, change of bank details and/or Debit card, or any other circumstances relating to your ability to discharge your liabilities under this agreement.

### 2. YOUR RIGHT TO WITHDRAW

- 2.1 You have the right, under section 66A of the Consumer Credit Act 1974, to withdraw from this Agreement for a period of 14 days beginning on the day this Agreement is made and you are provided with the signed copy. If the agreement is made at our offices this will occur when you sign the agreement, if you are contracting online, this will occur when you sign the agreement sent to you (which we have already signed) electronically by entering your name and authentication code sent to your mobile phone and send it back to us. Please make sure you save a hard copy (print one off for your records if contracting online).
- 2.2 You may exercise this right by giving us notice in writing or orally via the contact details provided above. In the event that any such notification is made after the payment by us of the advance to you under this Agreement, you will be required to repay within 30 days of providing notice of withdrawal the amount of the advance to us in full, together with interest accrued calculated on a daily basis at the contractual rate for the period from the date we advance the amount of credit to you to the date that sum is repaid to us.
- 2.3 If you do not exercise the right to withdraw, you will still be able to settle this loan at any time prior to the repayment date. You can settle this loan by paying the outstanding balance that is due and payable in full.
- 2.4 Your right to withdraw from this Agreement will be lost if you do not exercise the right within the withdrawal period specified above.

### 3. OUR CHARGES, RESPONSIBLE LENDING & LEGAL COMPLIANCE

- 3.1 This is a running account agreement; this means that when you take out a payday loan with us you open an account with WageDayAdvance under which you may be able to draw down further loans from us in the future. Please note, however, that a payday loan is a short term product, designed to provide you with a cash advance until your next pay day and alleviate temporary cash flow problems.
- 3.2 We operate a transparent, fixed charging policy - there are no hidden fees or charges, so you know how much you will repay before committing to the loan.
- 3.3 The total cost of credit is £29.50 per month, per £100 borrowed, over a period of between 11 and 40 days. It is a relatively expensive form of credit which is not suitable for long term or regular borrowing. This is a running account agreement under which you may apply from time to time to draw down further credit up to your credit limit and repay on your next payday. We will consider your application in accordance with our assessment of your creditworthiness and our responsible lending criteria.
- 3.4 Transfer of your funds is free of charge via BACS, which can take up to 3 working days. However, if you choose to do so, you may pay an optional fee of £15.00 for guaranteed same day transfer via CHAPS. If you choose this option the £15.00 fee will be deducted from your loan amount unless you pay by another means prior to transfer.
- 3.5 Each drawdown may be repayable within 11-40 days and the length of the loan as well as the amount you borrow will affect the APR. The APR stated in this agreement is based on the stated assumptions set out in the Consumer Credit (Total Charge for Credit) Regulations 2010. However, we have also set out below a table which illustrates the actual APR on each drawdown if you were to borrow £100 over a variety of different periods:

DAYS	11	14	28	40
%APR	534,300.2	84,845.5	2814.2	959.7

- 3.6 Opening an account with us does not mean you have to borrow on more than one occasion and you may close the account at any time once you have repaid the outstanding balance in full.
- 3.7 WageDay Advance Ltd is committed to responsible lending. As part of our adherence to this policy, we will only lend an amount of credit that we are reasonably satisfied that you are able to repay, including any charges, on your pay day. We credit-score you according to the information you provide, evidence of incomings and outgoings, credit reference searches and records of previous dealings with you.
- 3.8 We consider each lending decision individually on the basis of what we know about your circumstances and your credit and repayment history. We strictly observe the requirement to undertake due diligence on all our customers, this means we will not complete any transaction and pay out funds until we are sure we know who you are in accordance with the provisions of the Money Laundering Regulations 2007. We strictly observe 'Know Your Customer' regulations, this means we will not complete any transaction and pay out funds until we are sure we know who you are.
- 3.9 We are licensed under the Consumer Credit Act 1974 (Licence number 623347). We are required to comply with the Consumer Credit Act 1974 and the Data Protection Act 1998.

## 4. COMPLAINTS PROCEDURE

- 4.1 WageDayAdvance Ltd is committed to treating you fairly, if you're not satisfied with any aspect of our service, please send your complaint in writing to the contact details at the foot of this page, or alternatively e-mail [complaints@wagedayadvance.co.uk](mailto:complaints@wagedayadvance.co.uk).
- 4.2 How we will deal with your complaint. We will:
- 4.2.1 Give your complaint immediate attention
  - 4.2.2 Do our very best to resolve your complaint as soon as possible
  - 4.2.3 Inform you of the person who is dealing with your complaint
  - 4.2.4 Send you our full response within four weeks of receiving your complaint.
- 4.3 We will send you our full response within four weeks of receiving your complaint (Which may be extended to eight weeks if we need more time to deal with your complaint). We will include details of how, if you are dissatisfied with the way we have handled your complaint, you can refer your complaint to the BCCA or the Consumer Credit Association (CCA), which are our Trade Associations or the Financial Ombudsman Service. You can complain to the FOS eight weeks after you first raise your complaint with us. You must complain within six months of raising the matter with us. Contact details are as follows :

Chief Executive  
BCCA  
Portal Business Centre  
Dallam Court  
Dallam Lane  
Warrington  
WA2 7LT  
Email: [info@bccaco.uk](mailto:info@bccaco.uk)  
Phone: 01925 426 090

Consumer Credit Association  
Queens House  
Queens Road  
Chester  
CH1 3BQ  
Email: [cca@cca.co.uk](mailto:cca@cca.co.uk)  
Phone: 01244 312044

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Phone: 0845 080 1800

## 5. YOUR PERSONAL INFORMATION

- 5.1 The information we collect is used by us to manage your account and to make collections; it is also used to contact consumers for marketing purposes; it is disclosed by us when legally required to do so; we also use it to verify or enforce compliance with the policies governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.
- 5.2 Your data may be used for other purposes for which you give your specific permission.
- 5.3 We may use credit reference and fraud prevention agencies to help us make lending decisions and for money laundering checks and the prevention of fraud. A short guide to what we do and how both we and credit reference and fraud prevention agencies will use your information is detailed in our Privacy Policy : <http://www.wagedayadvance.co.uk/privacy-policy.aspx>.
- 5.4 If you would like to read the full details of how your data may be used please visit our website at <http://www.wagedayadvance.co.uk/data-protection.aspx> or email us at: [info@wagedayadvance.co.uk](mailto:info@wagedayadvance.co.uk)
- 5.5 We may disclose to credit reference agencies the details of your agreement, payments made, any default or failure to maintain the terms of the agreement or any suspicion of fraud. For full written details of how your data may be used by credit reference agencies, please contact the agencies below (they may charge you a small statutory fee):
- (i) Call Credit, Consumer Services Team, PO Box 491, Leeds LS3 1WZ, or call 0870 060 1414, or visit [www.callcredit.co.uk](http://www.callcredit.co.uk).
  - (ii) Equifax Plc, Credit File Advice Centre, PO Box 3001, Bradford BD1 5US, or call 0870 010 0583 or visit [www.myequifax.co.uk](http://www.myequifax.co.uk).
  - (iii) Experian, Consumer Help Service, PO Box 8000, Nottingham NG80 7WF, or call 0870 241 6212, or visit [www.experian.co.uk](http://www.experian.co.uk).
- 5.6 If we transfer, change or assign this agreement to a third party or if we use a third party to manage any aspect of this agreement, we will pass your information to them.
- 5.7 Your data remains on file for 6 years after our files with your information are closed, whether settled by you or in default.
- 5.8 By accepting our terms and conditions, you are confirming your agreement to proceed and you are accepting that we may each use your information in this way.

## 6. CONTACT US

WageDayAdvance Ltd, Customer Services, Unit 7 Acorn Business Park, Keighley Road, Skipton, North Yorkshire BD23 2UE  
Tel: 0871 703 7777\*  
E-Mail : [info@wagedayadvance.co.uk](mailto:info@wagedayadvance.co.uk)

\*Please note calls to this number are charged at 10p per minute at all times from a BT landline, calls from mobiles and other networks may vary.

## **7. GENERAL**

- 7.1 We may transfer all or any of our rights under this agreement.
- 7.2 This agreement is governed by English Law (except where the debtor resides in Scotland where it shall be governed by Scottish Law).
- 7.3 These Terms and Conditions and the Pre Contract information (the SECCI) are available in English. WageDayAdvance Ltd agrees to communicate in English with the customer throughout the duration of the agreement.