

NON-RECOURSE GENERAL CONDITIONS

I PAYMENTS TO YOU

- 1.1 We will pay You the *Price* of each *Debt* as described in this Agreement. We will do this by making payments accessible in Your Available Funds provided Your Available Funds, the *Funding Limit* and any *High Involvement* are not exceeded. If any of them are You will pay the excess to Us when We demand it. We will pay You as follows:-
- (A) a *Prepayment* for all *Unpaid Approved Debts*, on the *Working Day* after We receive Your *Debt Schedule* for such *Debts*;
 - (B) the amount or balance of the *Price* of *Debts* (after taking away any *Prepayment* made to You for them), on the *Working Day* after We *Collect* them.
- 1.2 We will make payments for *Protected Debts* as described in Condition 3.
- 1.3 Unless We agree otherwise in *Writing* We will only pay the *Price* for each *Debt* in sterling. If a *Debt* is not payable in sterling:-
- (A) You will indemnify Us on demand for Our exchange rate losses (if any);
 - (B) We may provisionally work out the *Price* of that *Debt* using the exchange rate for this described in Condition 1.4;
 - (C) when converting any *Collection* for that *Debt* into sterling We will work out the *Price* using the exchange rate for this described in Condition 1.4. This means that this *Price* may alter from that worked out under Condition 1.3(B).
- 1.4 The exchange rate for use under Condition 1.3(B) is the rate Our bankers want to buy the relevant currency when We credit the relevant *Debt* to the relevant *Records*. The exchange rate for use in Condition 1.3(C) is the rate Our bankers want to buy the relevant currency when We debit the *Collection* to the relevant *Records*.

2 TELLING US ABOUT DEBTS AND CREDIT NOTES

- 2.1 Unless We require otherwise You must only *Tell Us* about *Debts* which are not *Excluded Debts*. You must do this only once and will do it:-
- (A) on the *Start Date*, for *Debts* then existing;
 - (B) within 2 days of invoicing the *Debt* (or, if later, immediately after You become its owner), for *Debts* not existing on the *Start Date*.
- 2.2 When *Telling Us* about a *Debt* You will automatically make the *Promises* to Us set out in Condition 6.2. If You cannot do this for a particular *Debt* You must *Tell Us* about it separately, mark the relevant *Debt Schedule* "NOT PROMISED" and set out on it the *Promises* You cannot make.
- 2.3 *Telling Us* about a *Debt* creates a specific assignment of it to Us which enables Us, if We choose, to get a legal assignment of it. This does not affect the general transfer to Us of ownership of all of Your *Debts* under section B (Transfer of Debts) of the Agreement Particulars.
- 2.4 Whenever You send Us a *Debt Schedule* (using whatever method), You will be treated as giving the following notice to Us:-
- "Pursuant to the terms of the Invoice Finance Agreement between You and Us (including the Conditions currently in effect) We hereby assign to You the Debts evidenced by the invoices detailed in this Debt Schedule and confirm that We have complied with all Our Promises in the Invoice Finance Agreement between us for You to buy Our Debts. The Transaction (if any) under which each Debt arises and Our obligations relating to such Debt have been fully carried out."

- 2.5 With each *Debt Schedule* You will send Us a copy of the invoices for the *Debts* it *Tells Us* about and such other documents evidencing those *Debts* We require. Such documents may include proof that You have completely carried out any *Transaction* and all of Your obligations relating to the *Debts*. This applies unless the *Special Conditions* say otherwise, We tell You in *Writing* that it does not apply or You send Us a *Debt Schedule* using the *Electronic Facility* (when We must receive the required invoices and documents within 2 days of the *Debt Schedule* being sent).
- 2.6 You must issue all credit notes as soon as the relevant credit is due, *Tell Us* about them on a *Credit Note Schedule* within 2 days of this and give Us a copy of each credit note.

3 CREDIT LIMITS AND CUSTOMER DEFAULT PROTECTION SERVICE

Setting Limits

- 3.1 We may:-
- (A) select such *Debts* as We choose (if any) to be *Protected Debts*;
 - (B) set (and alter) a *Credit Limit*, a *Covered Limit* or both for a *Customer*.

Unless We explicitly give one such limit will be zero. You must truthfully and accurately tell Us everything You know or should know might influence Us in setting or continuing a *Credit Limit* or *Covered Limit*. We will choose the method to tell You We have acted under this Condition 3.1 and need not give You any reason for any decision We make under it.

- 3.2 You can ask Us (verbally or in *Writing*) to set, or alter, a *Credit Limit* or a *Covered Limit*. If You do You must give Us all information We ask for and the *Credit Limit* or *Covered Limit* You want.

Exceeding and Altering Limits

- 3.3 *Credit Limits* and *Covered Limits* only cover *Debts* created after they are set. If at any time *Unpaid Debts* created after this exceed:-
- (A) that *Customer's Credit Limit*, the excess amount will be *Disapproved Debts*;
 - (B) that *Customer's Covered Limit*, the excess amount will not be *Protected Debts* but will be *Disapproved Debts* unless We indicate otherwise.
- 3.4 *Debts* fall within or outside *Credit Limits* and *Covered Limits* based upon invoice date (earliest before latest). If We reduce or cancel a *Covered Limit* this will only affect *Debts* about which You *Tell Us* afterwards. This Condition does not affect any other term of this *Agreement*.

Protected Debts

- 3.5 If a *Customer* tries to pay a *Protected Debt* by a method (including a cheque) requiring presentation for payment and payment is refused on first presentation that *Customer's Covered Limit* will automatically become as it was when We received the *Debt Schedule* on which that *Protected Debt* was included. If such attempted payment covered more than one *Protected Debt* the *Covered Limit* will automatically reduce to the lowest limit for that *Customer* when We received any *Debt Schedule* on which any such *Protected Debt* was included.
- 3.6 The *Price* of a *Protected Debt* will be the sum of:-
- (A) any *Collection* relating to it and any amount You hold (or should be holding) relating to it under Condition 6.1 (j) which You have not delivered to Us; **PLUS**
 - (B) its *Protected Part*;
- LESS** Our *Discount*, other *Fees* and any other amounts due to Us in relation to it.
- 3.7 If a *Protected Debt* is not *Collected* in full because of a *Protected Event*, We will pay the *Protected Part* of such *Protected Debt* by debiting it to the relevant *Records*:-

- (A) at once after We become aware of it, if the *Protected Event* is a *Non-Payment Protected Event* (and We are satisfied, acting reasonably, that taking further steps to try to *Collect* the relevant *Protected Debt* would not be justified, including where doing so would not be economic);
- (B) where the *Protected Event* is an *Insolvency Protected Event*, when We receive confirmation by letter addressed to Us from the receiver, administrative receiver, administrator, liquidator, trustee in bankruptcy or person with the duty to administer the *Customer's* affairs that they will not dispute the *Debt's* validity.

You must have paid all *Customer Protection Service Fees* You owe when a *Protected Event* happens. If You have not We may not pay under this Condition 3.7. If We treat a *Debt* as a *Protected Debt* but later discover that We should not have done this We may treat it as not being a *Protected Debt*. You must comply with all the requirements of this *Agreement* which apply to *Protected Debts* (whether or not they expressly refer to such *Debts*). This is a condition of Us entering into this *Agreement* and buying the *Debts* and of Us being responsible for any *Protected Debts* as described in this *Agreement*.

- 3.8 We may increase the *Customer Protection Service Fees* in *Writing* at any time on or after any *Annual Review Date*.
- 3.9 You must notify Us in *Writing* of any claim You think You have against Us relating to the *Customer Default Protection Service* (and provide Us with such details as We may request of that claim) no later than 4 months after the *Non-Payment Protected Event* or *Insolvency Protected Event* which You claim created it. We will have no further liability under the *Customer Default Protection Service* 9 months after the end of this *Agreement* unless You have issued proceedings against Us in relation to the liability You claim We have under it before the end of such 9 month period.
- 3.10 The *Customer Default Protection Service* will end:-
 - (A) on expiry of a *Customer Default Protection Service Notice* We or You give to the other;
 - (B) on the *Annual Review Date* which follows Us giving You at least 10 *Working Days'* notice in *Writing* ending on that date and which is given in the month before (but not including) that date; and
 - (C) when this *Agreement* ends.

If the *Customer Default Protection Service* ends all *Covered Limits* will automatically become zero. Ending the *Customer Default Protection Service* under this Condition 3.10 will not affect *Our* or *Your* rights and obligations relating to any *Protected Debts* which are *Unpaid* when it ends.

- 3.11 For each *Customer* with a *Covered Limit* which is greater than zero You will tell Us in *Writing* as soon as possible (but not later than 2 *Working Days* after) of any:-
 - (A) change in the information You gave Us when You asked Us to set or alter the *Covered Limit* for that *Customer*;
 - (B) adverse change in their financial position (including the taking or threat of proceedings for or other steps towards *Insolvency* and reason to think that they may not pay the *Debt*);
 - (C) *Protected Event* happening;
 - (D) change in any payment or settlement discount offered to or agreed with that *Customer*; and
 - (E) disputes raised by the *Customer* (whether or not valid).

This Condition 3.11 does not affect any other term of this *Agreement*.

- 3.12 A *Debt* may stop being a *Protected Debt* other than because the *Customer Default Protection Service* is ended under Condition 3.10. If this happens no *Debts* of the relevant *Customer* (then *Unpaid* to Us or created afterwards) will be *Protected Debts*.
- 3.13 We are not a credit reference agency. Us setting a *Credit Limit* or a *Covered Limit* is no indication of a *Customer's* ability to pay. You will tell no one, including *Your Customers*, anything about any *Credit Limit* or *Covered Limit* (including if it exists).

Approved, Protected and Bad Debts

3.14 An *Approved Debt* will automatically become a *Disapproved Debt*:-

- (A) when its *Approval Period* ends;
- (B) on the *Insolvency* or threat of proceedings for or other steps towards *Insolvency* of the *Customer*;
- (C) if *You* break any *Promise* relating to that *Debt*; or
- (D) when this *Agreement* ends.

We may at any time treat all or any part of an *Approved Debt* as a *Disapproved Debt*. If an *Approved Debt* becomes a *Disapproved Debt* *You* must at once *Repay* it in the currency of the *Current Account* relating to it. If *We* require it *You* will also then pay any other amounts *You* owe *Us*.

3.15 At any time after a *Termination Event* happens *We* may reduce all or any *Covered Limits* to zero. All *Debts* of any *Customer* whose *Covered Limit* is reduced to zero (whether then *Unpaid* to *Us* or created afterwards) will not be *Protected Debts*. When this *Agreement* ends all *Covered Limits* will automatically become zero.

3.16 If at any time a *Customer's Unpaid Debts* exceed that *Customer's Credit Limit* but any report or account *We* give to *You* describes such excess as an *Approved Debt* the excess will only be an *Approved Debt* so far as it is within the relevant *Credit Limit* and does not break the *High Involvement*.

3.17 Where Conditions 3.14 or 3.15 apply *We* may reassign the relevant *Debt* to *You* unless Condition 3.18 applies. This will be begun by *Us* making the appropriate entries in the *Records* for its *Notified Value*. *You* will not own such *Debt* until *We* are paid in cleared funds for it and for all other *Debts* *We* are reassigning to *You* at such time.

3.18 *We* cannot reassign a *Debt* under Condition 3.17 if both (A) and (B) below are satisfied:-

- (A) it is a *Protected Debt* and its *Customer Protection Period* has not ended; and
- (B) no *Protected Event* has occurred in relation to the *Customer* who owes it.

We can require *You* to pay *Us* or can reassign to *You* the *Unprotected Part* of such *Debt*. This will be begun by *Us* making the appropriate entries in the *Records* for the *Unprotected Part* of such *Debt*. *You* will not own the *Unprotected Part* of such *Debt* until *We* are paid in cleared funds for it and for all other *Unprotected Parts* *We* are reassigning to *You* at such time.

3.19 *We* need not try to recover from the *Customer* or anyone else before using *Our* rights under Conditions 3.17 or 3.18.

3.20 *We* may reassign to *You* any *Debt* to which *We* believe the *Scheme* applies. As consideration for this *You* will pay *Us* its VAT element which *We* believe is recoverable under the *Scheme* and any recovery (other than VAT) *You* receive relating to it (holding such recovery on trust for *Us* before doing so). *You* will use *Your* best endeavours to recover sums available to *You* in relation to such *Debt* (and agree that *We* may lodge a proof in *Your* name in the *Customer's Insolvency*).

3.21 The provision by *Us* of the *Customer Default Protection Service* is not intended to and does not create any contract of insurance between *You* and *Us*.

4 ACCOUNTING AND PAYMENTS TO YOU

General

4.1 *We* will keep such *Records* and in such currencies as *We* think fit. The *Records* will include:-

- (A) **A Client Account:** showing what *We* owe *You* if all *Unpaid Debts* are *Collected* in full and to which *We* will debit all *Fees*. Amounts entered on this account will be treated as *Prepayments* to which *Our Discount* as applied to *Your Current Account* will apply. Such amounts may include amounts owed by *You* to *Us* whether or not under this *Agreement* including ones *You* owe which have been assigned to *Us* and amounts owed by *You* to any *Bibby Group Company* and *We* may set off all amounts so entered against sums *We* owe *You*. This applies

whether at the relevant time such amounts are actually payable or payable potentially or conditionally and whether or not We guarantee payment of any amount owed by You to any *Bibby Group Company*. If unknown We may estimate and enter any such amount. By signing this Agreement You request and authorise Us to give any such guarantee;

(B) **A Current Account:** showing what You owe Us or We owe You. Its balance may suggest that You have paid charges You owe to Us but this is only a notional position. We will not regard Fees as paid unless this Agreement ends with all other amounts You owe under it having also been paid as well as such Fees. Any amount unpaid when the Agreement ends will be regarded as representing unpaid Fees save to the extent that it exceeds Fees incurred during the period of the Agreement. No interest is due on any amount We owe. If You owe more than the amount worked out by applying the *Prepayment Percentage* and *High Involvement* to the *Unpaid Approved Debts* at any time You will pay Us the difference on demand;

(C) **A Sales Ledger Control Account:** showing when We receive *Collections* (but when calculating *Our Discount* receipt will be deemed 6 *Working Days* after this). It may include the *Price* We expect to pay for a *Debt* but this may need altering to reflect the final *Price* We must pay.

4.2 We may at any time combine all *Records* into a single account and require You to pay the net balance to Us on demand. If such combination produces an amount We owe You We may pay this to You or withhold it against amounts You owe Us (and whether at the relevant time actually payable or payable potentially or conditionally). You will indemnify Us on demand for sums We pay under a guarantee We give a *Bibby Group Company* of sums You owe.

4.3 We reserve the right not to make any payments to You for any *Debts* while You are *Insolvent* or proceedings for or other steps towards *Insolvency* are threatened or pending against You.

4.4 You will be given such information regarding this Agreement and using such method as We agree with You. Unless You dispute any such information as inaccurate within 15 days of it being sent to You (or published on *Our Electronic Facility*) You cannot dispute it unless the error is obvious. A certificate of *Our* company secretary or one of *Our* directors of any account balance, any loss We suffer or amount You owe Us is conclusive unless containing an obvious or legal error.

5 NOTICE TO CUSTOMERS AND COLLECTION OF DEBTS

5.1 Unless We agree that You will be *Our* agent for collecting and enforcing payment of *Debts* We will collect and enforce as We choose. You will accept whatever decisions We make in doing this even if they reduce the *Price* of a *Debt* or result in a *Debt* being settled for less than its *Notified Value*.

5.2 If We require You to act as *Our* agent:-

(A) We will indicate this (and *Your* duties) by stating in the *Agreement Details* that You will be *Our* Collection Agent or by giving You *Our* authority (by letter);

(B) this will be a personal appointment for that purpose only;

(C) You will at *Your* expense carry out *Your* duties promptly and efficiently;

(D) You will keep for Us such records of the *Debts* and give such information to *Customers* and to Us as We require; and

(E) You will pay into such bank account as We require (which, if We require it, will be written in trust for Us and in relation to which We, or *Our* nominees, shall be the only authorised signatories) all amounts received by You in relation to the payment of *Debts* assigned to or held in trust for Us under this Agreement without otherwise dealing with them and pending such payment will hold and deal with all such amounts as required by Condition 6.1(j).

5.3 We may at any time end *Your* agency verbally or in *Writing*. As a genuine estimate of *Our* extra work due to *Your* agency ending We may charge You a fee of 10% of the *Notified Value* of all *Debts Unpaid* when it ends and of all *Debts You Tell Us* about after this.

5.4 You will write to all *Customers* who pay You by BACS, CHAPS or any other form of electronic transfer using wording which We will provide to You, giving them *Our* bank account details and telling them to make payment of *Debts* to such

account. If the *Agreement Details* say that notice to *Customers* is required *You* will ensure that every invoice, statement or other document *We* specify has such notice as *We* require that *We* own the *Debts*. *We* may tell *Customers* that *We* own the *Debts* when and using such method as *We* choose.

5.5 *We* may:-

- (A) allocate any *Collection* or *Reduction* as *We* choose;
- (B) pay a *Customer* any credit balance due to them (which until this will be a potential liability *You* owe *Us*);
- (C) take possession of and sell (on terms *We* choose) any *Returned Goods*, treating the net proceeds as a *Collection* relating to the relevant *Debt*; and
- (D) (in *Our* or *Your* name) contact *Customers* to verify *Debts* and take, carry on or settle any action to recover or dispute relating to any *Debt* as *We* wish.

5.6 As a condition of *Us* entering into this *Agreement* and buying *Your Debts*, if *We* require it at any time *You* will exercise *Your* rights (if any) in relation to each *Transaction* between *You* and a *Customer* as *We* may specify.

5.7 *You* will fully assist *Us* in collecting *Debts* and any *Returned Goods* and in protecting *Our* rights.

6 YOUR PROMISES

Undertakings

6.1 *You* agree that whilst this *Agreement* continues and after it ends until *We* have been paid all sums *You* owe to *Us*:-

- (A) unless *We* give *Our* prior written consent (by letter):-
 - (i) the payment terms agreed with any *Customer* will not be better than those described in *Your Payment Terms* and *You* will not vary any of them for any *Debt* after *Telling Us* about it;
 - (ii) *You* will not issue any credit notes of more than the *Credit Note Limit* (and will stop issuing any if *We* ask *You* verbally or in *Writing*);
 - (iii) English law will govern every *Transaction* and *Debt*;
- (B) each *Debt* can be transferred to *Us*, is due in sterling (unless *We* give written consent, by letter, to payment in an *Approved Currency*) and no other person has any *Other Interest* in it;
- (C) (except for the *Protected Part* of a *Protected Debt* in relation to which a *Protected Event* has happened) the *Notified Value* of each *Debt* will be fully paid when due and without retention, dispute, set-off, deduction or counterclaim;
- (D) *You* will *Tell Us* separately of each *Export Debt* and *Debt* payable in an *Approved Currency* and of each *Debt* all or part of which relates to interest or any amount payable under the Late Payment of Commercial Debts (Interest) Act 1998 (with a breakdown of such interest or amount);
- (E) *You* will tell *Us* at once of any:-
 - (i) information *We* ask in relation to a *Customer*, *Debt* or a *Transaction* and event described in paragraph (N) of the definition of *Protected Debt*;
 - (ii) *Promise* which *You* break and occurrence of any event described in Condition 15.2;
 - (iii) change of *Control* (actual or proposed and direct or indirect) of *Your* business or that of any *Associate* or *Guarantor* or in the identity of *Your Associates*;
 - (iv) proceedings or other steps for or towards *Insolvency* being begun or threatened against any *Relevant Party*;

- (v) taking or threat of steps towards or actual enforcement of any *Other Interest* or any floating charge becoming fixed over any part of *Your* assets or undertaking;
 - (vi) change of address of, and material information about the creditworthiness of, a *Customer* (including such *Customer* acknowledging its *Insolvency* or that it has cash flow difficulties);
 - (vii) dispute *You* have with a *Customer* (with full details of such dispute);
 - (viii) *Returned Goods* which are in *Your* possession;
 - (ix) *Protected Event* happening in relation to a *Protected Debt*; and
 - (x) any Government or other public authority cancelling a *Transaction* relating to a *Debt* or imposing measures which prohibit the export or import of goods or services and which measures (directly or indirectly) prevent the payment of a *Debt*;
 - (xi) *Notifiable Serious Event* occurring in relation to a *Customer* (and where legally, contractually or commercially possible *You* will suspend delivering or hiring any goods or performing any services for that *Customer*);
 - (xii) counterclaims or rights of set-off or other rights *You* may have in relation to a *Customer* which may reduce the amount of a *Debt* or which relate to a *Transaction*;
 - (xiii) event (including any legislative or administrative measure) which may prevent, restrict or delay payment of any *Debt*;
- (F) *You* will not, unless *We* consent (by letter), allow to exist any *Other Interest* over *Your* present or future assets or factor, discount, declare in trust or otherwise dispose of any *Debts* (or allow any *Associate* to factor, discount, declare in trust or otherwise dispose of any present or future debts or other amounts owing to them);
- (G) *You* have and will comply with all terms of this *Agreement* and with all procedures *We* specify relating to its operation;
- (H) if *We* ask *You* will transfer to *Us* ownership (not *Ours* under the *Linked Rights*) of goods the subject of a *Debt* (and *We* will be deemed to have asked this on *Your Insolvency*);
- (I) *You* will comply with the *Data Protection Laws* and, in particular, *You* will ensure that any information relating to this *Agreement*, any *Relevant Party* and any *Debt* is processed by *You* and shared with *Us* in accordance with the *Data Protection Laws* such that *We* may lawfully use such information for the purposes *We* identify to *You* in the privacy notices *We* provide to *You* and communications between *You* and *Us*;
- (J) *You* will hold any payment *You* receive in any way relating to a *Debt* in trust for *Us* and:-
- (i) notify *Us* in *Writing* at once of any such payment (or, if earlier, when *You* first become aware of the possibility of such payment being made) and deliver to *Us* at once after receipt the actual cash, cheque, instrument or other form of payment or pay it into such bank account as *We* require and will if necessary endorse such payment to *Us* before such delivery;
 - (ii) until it is so delivered keep it separate from *Your* other money and not, under any circumstances, deal with, negotiate it or pay it into any account including *Your* own bank account; and
 - (iii) *We* may notify anyone of such trust;
- Without prejudice to any of the other terms of this *Agreement*, *Your* compliance with this Condition 6.1 (J) is a condition precedent to the provision by *Us* of the *Customer Default Protection Service*.
- (K) *You* will allow *Our* bankers to credit to *Us* amounts made payable to *You* (and give any indemnity or written confirmation *We* require relating to this);

- (L) You will take reasonable care and prudence in granting credit to, and in Your dealings with, each Customer ignoring in doing so whether or not any Debt will or may be covered by any credit insurance policy or is to be a Protected Debt;
- (M) You will take all reasonable steps to minimise Our Disbursements and loss caused by a Debt not being Collected in full by the date when payment is due, including, as a condition of Us entering into this Agreement and buying the Debts, to maximise amounts Collected or recovered in relation to each Debt or any Linked Rights;
- (N) You will keep proper books and records of account and ensure that they contain appropriate entries in them recording the sale to Us of the Debts;
- (O) You will not create any further Debts with a Customer if We ask You not to do so or if that Customer owes any Debt which is Unpaid by the On Stop Date and will withdraw or reduce credit from a Customer in relation to which We have allocated a Covered Limit if We request this; and
- (P) You will always act in good faith while performing Your obligations, You will act reasonably at all times and You will treat all of Our employees and representatives with utmost respect while interacting with them.

Warranties

6.2 Except for Debts, You Tell Us about separately under Conditions 2.2 or 6.1(D), by Telling Us about a Debt You warrant that:-

- (A) the Transaction (if any) creating that Debt and the Debt itself are genuine, lawful, valid and binding, made on Your Payment Terms and:-
 - (i) the goods have been delivered to the Customer and the services have been completely carried out which are the subject of that Transaction or Debt or both and no other person has any Other Interest in such goods, services, Transaction or Debt;
 - (ii) the Debt is not an Excluded Debt;
 - (iii) the Debt relates to an established place of business which the Customer has in the UK or, if We have agreed to buy Your Export Debts, in an Accepted Country;
 - (iv) You have given Us complete and accurate details of the Transaction and the Debt;
 - (v) the Customer which owes the Debt is not Insolvent; and
 - (vi) the Debt is one to which this Agreement applies;
- (B) You own the Debt and can lawfully transfer ownership of it to Us free of any Other Interest save Our own interest;
- (C) before this Agreement was made You told Us in Writing everything You knew or ought to have known might influence Us in deciding to enter it (on its terms or at all) or in accepting any person as Guarantor and that You will tell Us at once of anything which might change any such decision;
- (D) all Accounts Information and other financial information about Your business or that of an Associate or Guarantor given to Us before the Start Date or which You give to Us while this Agreement continues are, and will be, accurate and fairly represent the financial position of the person to which they relate;
- (E) if, as We may, We require You to get a credit insurance policy and to assign to Us the benefit of such policy:-
 - (i) You will sign and deliver to Us the documents necessary for such assignment; the proposal You sent to the insurer upon the basis of which the policy was issued was complete and correct in every way;

- (ii) *You* have disclosed to the insurer all information which *You* know or ought to know might influence the insurer in providing cover under the policy and will continue to do so while this *Agreement* continues;
- (iii) *You* have fully complied with the policy, there have been no acts or omissions which might invalidate it and *You* will deliver the original policy to *Us* if *We* ask;
- (iv) the policy will cover all *Debts* owned by or held in trust by *You* for *Us* and *You* will promptly make and recover all claims relating to *Debts* which *You* have the right to make under the policy; and
- (v) *You* will send *Us* copies of all communications between *You* and the insurer at once after *You* receive or send them;

and while this *Agreement* continues *You* will comply with the above warranties as though repeated on each day, pay all premiums when due, deal with any sums *You* receive under any such policy as a payment under Condition 6.1(j) and tell *Us* at once if the policy becomes void or is cancelled or lapsed.

7 RECORDS AND INFORMATION

7.1 *You* will give to *Us*:-

- (A) *Debt Information* at once when *We* ask *You*;
- (B) such financial information about *You* at intervals and for such periods as *We* may ask; and
- (C) *Your Accounts Information* when available but not later than 4 months after (but not including) the last day of each of *Your* accounting periods which end while this *Agreement* continues. *Your Accounts Information* provided under this Condition must be:-
 - (i) (if *You* are a company or LLP which must or does file audited accounts) audited and contain a directors report;
 - (ii) (if *You* are a partnership or a sole trader or are a company or LLP which need not and does not file audited accounts) certified as true and correct by a firm of chartered or certified accountants.

7.2 *We* may at any time enter any premises *You* use to get, copy, remove or audit (at *Your* cost) any of the information referred to in Condition 7.1 and to inspect goods and *Returned Goods*.

7.3 *We* may disclose to such persons as *We* think appropriate including *Your* financiers, auditors, accountants, *Guarantors*, *Credit Agencies*, insurers and other professional advisers and to any *Bibby Group Company* and its financiers (and they may disclose to *Us*) such information about *You* as *We* or they have. *You* confirm that *You* have given (or, where such persons' identity alters, will at once give) all necessary instructions to allow this. If *We* ask *You* will at once instruct *Your* auditors or accountants at *Your* expense to report to *Us* directly about *Your* financial position.

8 OUR CHARGES

8.1 *You* will pay *Us* the charges on the payment dates set out in the *Charging Details* and will indemnify *Us* on demand against:-

- (A) all *Disbursements*; and
- (B) any increase from time to time in the cost to *Us* of the funds *We* obtain to provide *Prepayments* to *You* under this *Agreement* including to the discount or interest rate or other costs, charges, fees and expenses relating to such funds (whether such *Prepayments* are in existence at the time of, or made after, such increase).

8.2 *Our Discount* will be calculated daily on the debit balance on *Your Current Account* at the end of each day and then debited to *Your Client Account*. Unless otherwise specified by *Us*, if a specific *Applicable Rate* is (a) not available (either temporarily or on a permanent basis) or becomes unrepresentative or its use is restricted or prohibited by a relevant regulatory body; or b) the cost to *Us* of funding under this *Agreement* is in excess of *Our Discount*, *We* may (at *Our* discretion) use an alternative rate which *We* deem appropriate, or use an alternative or successor administrator of a rate or use a rate which expresses as a percentage rate per annum the cost to *Us* of funding *Your* facility from

whatever source We may select (in each case making such consequential amendments to the *Agreement* as We deem appropriate).

- 8.3 We may vary the *Factoring Fees*, the *Minimum Factoring Fees*, the *Annual Review Fee* and the *Non-Recourse Fee* (or any of them) by giving You 30 days' notice in *Writing* at any time after We consider that either of Our risk in, or costs of, operating this *Agreement* have altered. If the *Factoring Fees* for a period are less than the *Minimum Factoring Fees* for that period set out in the *Charging Details* (or varied under this Condition) You will pay Us the shortfall on the payment date for this set out in the *Charging Details*. We may debit Your *Client Account* with the shortfall We believe will happen in any later period.
- 8.4 A *Debt* may not be payable in sterling but We may be paying the *Price* of it in sterling. If so any *Fee* which is a percentage of the *Notified Value* of the *Debt* will be applied to the *Price* of the *Debt* worked out under Condition 1.3(B).
- 8.5 If (i) this *Agreement* ends earlier than You could end it under Condition 10 or (ii) a *Termination Event* happens, then for the period from either such event until the time to which this *Agreement* should continue under Condition 10 You will, if We ask, pay Us (for lost *Factoring Fees*) the greater of:-
- (A) the *Minimum Factoring Fees* You would have had to pay (less the *Factoring Fees* already taken by Us for that period); and
 - (B) the *Factoring Fees* You would have had to pay for that period if payable at an amount per *Month* (or part *Month*) equal to (i) if the *Agreement* has continued for at least 6 *Months*, the total *Factoring Fees* charged to You in the 6 *Months* immediately before this *Agreement* ended or the *Termination Event* happened divided by 6; or (ii) if this *Agreement* has not continued for at least 6 *Months*, the *Factoring Fees* equal to the total *Factoring Fees* charged to You under this *Agreement* divided by the number of full *Months* for which it has continued or did continue.
- 8.6 If We agree to alter this *Agreement* or to provide extra services, reports or facilities for which You ask Us You will pay Us such fees for this as We ask. This includes if We make any payment to You which is more than or made more quickly than is required under Condition 1.1.
- 8.7 You will pay all VAT due on amounts payable by You under this *Agreement*. No *Fees* will be refunded.

9 ELECTRONIC FACILITY

- 9.1 This Condition 9 applies only if the *Agreement Details* state that You want the *Electronic Facility* or We and You agree in *Writing* that it will apply.
- 9.2 While this *Agreement* continues We give You a non-exclusive personal licence to use the *Electronic Facility* on Your own computer equipment on terms We specify from time to time in relation to and while this *Agreement* continues. We may alter, suspend or withdraw the *Electronic Facility* without notice or liability.
- 9.3 We may charge You for working on or giving You new *Electronic Facility* versions/updates because You incorrectly use versions/updates.
- 9.4 All *Messages* You send must be correct and complete, identify the sender and recipient and have verifiable authenticity. We may rely on any *Message* You appear to have sent.
- 9.5 We and You agree to:-
- (A) tell the other at once if it believes there has been defect, fraud or security breach in or resulting from any *Message* or any breaking of Condition 9.5(C) and to co-operate in seeking a remedy as soon as possible;
 - (B) use all reasonable endeavours to ensure its computer system is virus free, *Messages* are properly stored and can only be accessed and retrieved by authorised persons and to tell the other at once if it believes that such obligations have been or may be broken;
 - (C) not tell anyone how the *Electronic Facility* works (including its security procedures), keep proper security systems for the *Electronic Facility* and accept all *Messages* as genuine and as if signed and physically delivered unless corrupted by a proven technical failure;

- (D) if a *Message* is believed not to be intended for the recipient they will delete it (but not the record of its receipt) and tell the sender (and the other of *You* or *Us*) at once; and
- (E) keep a record of all *Messages* in a form *We* require, hold this unchanged for 12 months after this *Agreement* ends and provide it to the other when asked. *Our* record of *Messages* will be conclusive except for any obvious errors in it.

9.6 *You* accept that:-

- (A) *We* can update information on the *Electronic Facility* at any time without liability to *You* and that whatever it shows *We* will only pay *You* as this *Agreement* describes;
- (B) *We* will not be liable for any delay by *Us* which is caused directly or indirectly by:-
 - (i) any failure or fault of equipment, software, telephone line or other communication system (whether *Ours* or others);
 - (ii) any error or discrepancy in any *Message* *We* receive; or
 - (iii) any unforeseen event including one in Condition 15.2.

9.7 *You* will indemnify *Us* on demand for all *Disbursements*, lost expected savings and damaged goodwill arising from *You* sending or *Us* receiving a *Message* or *Us* relying on incorrect information in a *Message* or not receiving a *Message* from *You*.

10 AGREEMENT PERIOD

10.1 Unless ended by *Us* because a *Termination Event* happens this *Agreement* will continue from (and including) the date it is made for the *Minimum Period* after which *We* or *You* can end it at any time by giving an *End Notice* to the other expiring on the last day of a *Month*.

10.2 If *We* agree in *Writing* that *You* can end this *Agreement* without it continuing as set out in Condition 10.1 *You* will pay *Us* such sum as *We* require in return for this.

11 ENDING AGREEMENT

Termination Events

11.1 *We* may end this *Agreement* at once by giving *You* notice in *Writing* at any time after:-

- (A) *You* (or any *Associate*) threaten to, or do, break any agreement with *Us* or any *Bibby Group Company*;
- (B) *You* do not *Tell Us* of any *Debts* for 14 consecutive days;
- (C) *You* threaten to, or do, stop carrying on *Your* business or change the *Nature of Your Business*;
- (D) *You* do not pay when due any financial facility or any such facility is declared due before the date for payment stated in it or *You* repay without *Our* consent (by letter) any loan to *You* by an *Associate*;
- (E) the *Insolvency* or threat of *Insolvency*, death or any legal disability of any *Relevant Party* (except a *Customer*) or any *Guarantor* giving notice of termination of a *Guarantee*;
- (F) any change (direct or indirect) in *Your* ownership, *Control*, composition or constitution, directors, partners, members, financial position or operating performance which *We* think materially prejudices *Us*;
- (G) any of *Your* creditors applies for a court order against *Us*;
- (H) any waiver, consent, ranking, release, subordination or priority arrangement *We* obtain from anyone holding any *Other Interest* over *Your* assets ends or it is threatened that it will end;

- (I) You or any third party breaks or ends any *Promise*, representation, warranty or undertaking given to Us in relation to this *Agreement* or its continuance;
- (J) any of Your directors, partners or members is disqualified from being a director; or
- (K) You, any of Your shareholders, directors, shadow directors, members or partners or any *Guarantor* is charged with an offence involving dishonesty.

Effect of Termination Event

- 11.2 On or after a *Termination Event* (whether or not We end this *Agreement*) and without limiting Our other rights We can do all or any of the following (with or without giving You notice in *Writing*):-
 - (A) not make any further payments to You and require You to pay Us at once all amounts You owe Us (whether or not under this *Agreement*);
 - (B) require You to buy back any *Unpaid Debts* for a price equal to the aggregate amount payable by You under Condition 11.2(A) (You not becoming their owner until You have paid such amount to Us in cleared funds);
 - (C) increase Our *Discount* by 2% (to cover Our increased risk); or
 - (D) reserve for any liabilities We think You may owe Us.
- 11.3 If You become *Insolvent* or stop trading and Our charges under Condition 8.5 are then less than 10% of the *Notified Value* of all *Debts* then *Unpaid* We may charge You the difference as a genuine estimate of Our likely loss from extra work in collecting *Debts*.
- 11.4 After receiving an *End Notice* from You We will have the same rights as those in Condition 11.2(D). If this *Agreement* ends other than due to a *Termination Event* You must buy all *Unpaid Debts* then existing for the amount in Condition 11.2(B). This *Agreement* will apply to and You will not be the owner of such *Debts* until We are paid in cleared funds for them all.
- 11.5 You will indemnify Us against any claim by a *Customer* to repayment of any sum We *Collect* whether We are aware of such claim before or after this *Agreement* ends.
- 11.6 If this *Agreement* or any of the services We provide under it ends Our or Your rights or obligations which then exist (including Our right to recover Our *Discount* until You have fully carried out all Your obligations to Us) will not be affected.

12 UNLIMITED PARTNERSHIPS AND INDIVIDUALS

Unlimited Partnership

- 12.1 Where You are an unlimited partnership as identified in the *Client Details*:-
 - (A) Your obligations in this *Agreement* will be joint and several obligations of the partners as well as obligations of the partnership. "You" and "Your" will be read as referring to each partner and the partnership;
 - (B) You confirm that the *Client Details* list all of the partners details as at the *Start Date*. You will tell Us (by letter) at once of any proposed changes to the partners or partnership name and will make sure that on becoming a partner each new partner signs all documents that We require to bind him to this *Agreement*;
 - (C) until they are satisfied, each partner will be responsible for Your liabilities under this *Agreement* (actual, conditional, present, future or otherwise). If Your partners change We may treat this *Agreement* as continuing as if there were no such change; and
 - (D) We may agree anything relating to this *Agreement* with any partner(s) without affecting Our rights against the others and treat a notice or demand by Us on You or on any partner and a notice by You to Us as given to (and by) each partner.

Sole Trader

12.2 If *You* are a sole trader as identified in the *Client Details* *You* must not enter into a partnership without *Our* prior consent given by letter.

Sole Traders and Unlimited Partnerships

12.3 If *You* are a sole trader or an unlimited partnership:-

- (A) *You* will:-
- (i) indemnify *Us* against any *Disbursements* *We* incur in registering this *Agreement*;
 - (ii) tell *Us* (by letter) at once if *You* move *Your Business Address* or change *Your Trading Style* and then sign such documents as *We* may require;
 - (iii) tell *Us* (by letter) of any business in which *You* are interested and if *We* ask ensure that it sells its debts to a *Bibby Group Company*;
- (B) *You* confirm that *Your Residential Address* in the *Client Details* is correct and that *You* will tell *Us* (by letter) at once of any changes (including in any changed address about which *You* tell *Us* under this Condition); and
- (C) this *Agreement* binds *Your* executors, administrators, personal representatives and other persons acting for *You*.

Data Protection

12.4 This Condition 12.4 contains an overview of *Our* Privacy Notice along with brief details of certain privacy rights of individuals in relation to their personal information and how *We* gather, use and share information about *You*. In this Condition 12.4 (and in *Our* Privacy Notice) references to how *We* gather, use and share information about *You* includes all information about *You* (whether or not personal information).

Our Role

We are the data controller in relation to personal information which *We* collect about *You*. This means that *We* are responsible for deciding how *We* hold and use personal information about *You*. Personal information, means any information about an individual from which that person can be identified.

Type of Information

The sort of information *We* will collect about *You* and how *We* collect it is set out in *Our* Privacy Notice. It is important that *You* read *Our* Privacy Notice, together with any other privacy notice *We* may provide on specific occasions when *We* are collecting or processing personal information about *You*, so that *You* are aware of how and why *We* are using such information.

Our Data Protection Officer

We have a Data Protection Officer who can be contacted by email sent to DPO.UK@bibbyfinancialservices.com and by post sent to The Data Protection Officer, c/o Bibby Financial Services Limited, Pembroke House, Banbury Business Park, Aynho Road, Adderbury OX17 3NS.

Your Rights

You have the right to a copy of the personal information which *We* hold about *You* (along with other rights including the right to ask *Us* to update incorrect or incomplete personal information and to erase it and the right to object to (or request that *We* restrict) the processing of it) – *You* can contact *Our* Data Protection Officer in order to enforce any of these rights.

You also have the right to complain to the Information Commissioner's Office if *You* are not happy about the way *Your* personal information is used.

Our need for Information and how We may use it

We will use the personal information We obtain about You, whether from You or from other sources, as set out in Our Privacy Notice. This will include to assist with Our administration of this Agreement (including making payments and recovering monies in relation to it) and Our exercise of Our rights under it as well as to carry out activities such as service and product development, training, marketing, credit and financial assessment, market and product analysis, administering insurance claims, audit and preventing fraud and money laundering. In some cases We won't be able to provide products and services to You if We don't have all the information We need.

We will only use Your personal information where We have a lawful basis to do so.

Sharing and Transferring Information

Details of how We may share Your personal information are set out in Our Privacy Notice.

How long We keep Your Information

We'll keep Your information for as long as You have a relationship with Us. After that relationship has ended, We'll continue to keep that information to enable Us to comply with Our legal obligations (such as record keeping for tax purposes) and where We may need it for Our, or someone else's, legitimate interests (including tackling financial crime and if required in relation to active or potential legal proceedings).

Privacy Notice

Our full Privacy Notice contains more details about Our use of Your personal information. A hard copy of Our Privacy Notice has been provided to You. You can view Our up to date full Privacy Notice via the following link www.bibbyfs.co.uk/PN at any time.

13 TRANSFERS AND INFORMATION DISCLOSURE

- 13.1 You cannot transfer, delegate, novate, create any *Other Interest* over or otherwise deal with Your rights or obligations under this Agreement unless We consent (by letter).
- 13.2 You consent to Us transferring, delegating, novating, creating any *Other Interest* over or otherwise dealing with Our rights and obligations under this Agreement. We may disclose this Agreement and any information relating to it to any person with whom We have done or propose doing any thing described in this Condition and any party involved in this. This will include Our financiers and any security trustee, agent or finance arranger involved in any financing which relates to this Agreement, Our business or that of any *Bibby Group Company*.

14 SERVICE OF NOTICES

- 14.1 Any notice or demand on You by Us will be validly served if:-
- (A) personally delivered to You or any of Your officers, members or partners and taking effect when delivered;
 - (B) posted or sent by fax or e-mail to Your *Service Address* or such other UK address You tell Us about (by letter) for the purpose of this Condition; taking effect (if posted) no later than 10am on the next *Working Day* after being posted and (if faxed or sent by e-mail) when sent.
- 14.2 Notice by You to Us must be by letter sent to Us by recorded delivery post. It will be effective at the time it is recorded as received by Us at Our registered office.

15 MISCELLANEOUS

- 15.1 We may alter the *Conditions* at any time by making such altered *Conditions* available on Our Website or, if We choose, posting a copy of them to You. Such altered *Conditions* will take effect on being made so available or being posted (as appropriate). You are obliged to check our Website regularly for any variations to the *Conditions* made available there.

- 15.2 We will not be liable for any loss or damage, including consequential or indirect loss, injury or damage or lost anticipated savings caused for whatever reason or if We do not carry out *Our* obligations under this *Agreement* due to an unforeseen event. This will include any situation outside *Our* or a *Customer's* reasonable control and any natural disaster, currency restrictions, exchange control, governmental or other legal or official requirements (including expropriation, confiscation, nationalisation or destruction of the whole or part of *Our* or a *Customer's* assets), act of God, war, terrorism, revolution, insurrection, rebellion, military or usurped power, strike, industrial action or failure of computer, postal, communications or banking services.
- 15.3 All payments due from *You* under this *Agreement* will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, *You* will increase *Your* payment to *Us* so that *We* receive the full amount due before such deduction or withholding.
- 15.4 Any failure or delay by *Us* at any time or times to require *You* to perform any provision of this *Agreement* will not affect *Our* right to enforce it at a later time.
- 15.5 If *You* owe *Us* any amount (whether actually, potentially or conditionally) in a currency other than that of the account to which it is to be debited or accounts held in different currencies are to be combined *We* may use the middle spot rate of exchange quoted by *Our* bankers in London at the time of debit or combination.
- 15.6 Only a party to this *Agreement* may enforce it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 15.7 *You* agree that this *Agreement* is reasonable but that if any part is found to be invalid no other part will be affected.
- 15.8 This *Agreement* contains all the terms *We* have agreed with *You* to the exclusion of any agreement, representation or statement made by *Us* before it was made. *You* agree that *You* have not relied on any representation, understanding or agreement (written or oral) not set out in this *Agreement*. Nothing in this *Agreement* excludes liability for fraud. If *We* have been introduced to *You* by a third party *We* have no responsibility for *Your* dealings with that third party even though *We* may pay a commission to them.
- 15.9 This *Agreement* may be signed by *You* and *Us* on any number of copies each in identical form but will not take effect until each of *You* and *Us* has executed at least one copy. Each copy signed by *You* or *Us* will be an original of this *Agreement* but all of the copies together will be deemed to be one Deed.
- 15.10 This *Agreement*, and any non-contractual obligations arising out of or in connection with it, will be governed and interpreted by English Law. *You* agree that *You* will only use the English courts for any claims relating to this *Agreement* or any such obligations. *We* may use the courts of another jurisdiction if *We* choose.

16 DEFINITIONS

16.1 The words set out below will have the meanings set out after them:-

“Accepted Country”	All countries except any expressly excluded in or pursuant to the <i>Special Conditions</i> ;
“Accounts Information”	Balance sheet and profit and loss account;
“Applicable Rate”	<ul style="list-style-type: none"> A) for amounts denominated in sterling, the Bank of England’s base rate; B) for amounts denominated in euro, <i>EURIBOR</i>; C) amounts denominated in US dollars, the 1 month Term Secured Overnight Financing Rate (“Term SOFR”, as published by or derived from whatever available source <i>We</i> may select); D) for amounts denominated in Swiss francs, the Swiss Average Rate Overnight (“SARON”, as published by or derived from whatever available source <i>We</i> may select); E) for amounts denominated in Japanese yen, the Tokyo Overnight Average Rate (“TONAR”, as published by or derived from whatever available source <i>We</i> may select); and F) for amounts denominated in any other currency, an appropriate rate selected by <i>Us</i> in respect of that currency (as published by or derived from whatever available source <i>We</i> may select),

	in each case from time to time;
“Approval Period”	The period stated in the <i>Agreement Details</i> after which We may require You to make a <i>Repayment</i> ;
“Approved Currency”	All currencies other than sterling specified in or pursuant to the <i>Special Conditions</i> ;
“Approved Debt”	A <i>Debt You Tell Us</i> about which is <i>Unpaid</i> , within the relevant <i>Customer’s Credit Limit</i> and which is not or has not become a <i>Disapproved Debt</i> ;
“Associate”	Your subsidiary or holding companies (as defined in s1159 of the Companies Act 2006 but such that for this purpose a company shall be regarded as a member of another company even if its shares in that other company are registered in the name of (a) its nominee, or (b) another person (or its nominee), by way of, or in connection with the taking of, security); associates (as defined in s184 of the Consumer Credit Act 1974); directors, partners, members, shareholders or employees and any company, LLP, partnership or business in which You or any of the above has a material interest (which, without limitation, includes a company, LLP, partnership or business in which You own, legally or beneficially, 20% or more of the shares or other ownership interests in such company, LLP, partnership or business and any company, LLP, partnership or business in relation to the management of which You have significant control or influence (directly or indirectly));
“Available Funds”	An amount worked out at the relevant time by Us deducting the debit balance on <i>Your Current Account</i> from the sum of Us applying the <i>Prepayment Percentage</i> to the amount achieved by taking the <i>Price We</i> expect to pay for <i>Approved Debts</i> and deducting from this any <i>Debts</i> which exceed the <i>High Involvement</i> ;
“Banking Day”	A day (other than a Saturday or a Sunday) on which banks are open for business in London;
“Bibby Group Company”	Bibby Financial Services Limited (registered number 3530461), any subsidiary company of it and any subsidiary of such subsidiary (subsidiary company being as defined in the definition of “Associate” above);
“Collection”	A payment (in whatever form) received by Us in cleared funds in or towards paying a <i>Debt</i> (including under any credit insurance policy obtained by You pursuant to Condition 6.2(E)); and “Collected”, “Collecting” and “Collect” will be read in light of this;
“Control”	The right to direct how the business of a company, LLP or partnership will be managed;
“Covered Limit”	The amount for which We tell You We are willing to accept the risk of <i>Unpaid Protected Debts</i> not being paid due to a <i>Protected Event</i> happening in relation to a named <i>Customer</i> ;
“Credit Agency”	Credit reference and fraud prevention agencies We use from time to time;
“Credit Note Schedule”	A document in a form We require on which You will <i>Tell Us</i> about credit notes and, where We allow, which may be sent to Us using the <i>Electronic Facility</i> ;
“Credit Limit”	The amount up to which We may regard <i>Debts</i> owing by a particular <i>Customer</i> as <i>Approved Debts</i> ;
“Customer”	Any person who owes a <i>Debt</i> ;
“Data Protection Laws”	Means (i) whilst the General Data Protection Regulation (Regulation (EU) 2016/679) (“ GDPR ”) is directly applicable in the UK, the GDPR and any national implementing laws in the UK including the Data Protection Act 2018 and (ii) any legislation which succeeds the GDPR or the Data Protection Act 2018;
“Debt”	Any type of debt, payment obligation or monetary claim (actual, conditional, present, future or otherwise and whether or not payment has been earned by performance) owed to You under a <i>Transaction</i> or otherwise together with (if any) VAT and all duties and charges which relate to this and together with the related <i>Linked Rights</i> ; and where the context allows a part of any of

	them;
“Debt Information”	Your records, in whatever form, evidencing the creation of, and dealings with, a Debt (including providing the goods or services, the contract and other documents relating to it and their performance) and any other documents We require;
“Debt Schedule”	A document in a form We require by which You will specifically assign each Debt to Us and, where We allow, which may be sent to Us using the <i>Electronic Facility</i> ;
“Disapproved Debt”	A Debt which is either not an <i>Approved Debt</i> or which is an <i>Excluded Debt</i> ;
“Disbursements”	<p>Losses, costs, claims, charges, stamp and other duties and expenses (including, on a full indemnity basis, bank charges, legal and professional and debt collection fees and in getting evidence and witness attendance at any proceedings, use of <i>Credit Agencies</i>, disbursements, third party costs and <i>Our</i> own administrative expenses and charges as contained in <i>Our</i> scale of charges (if any) published by <i>Us</i> from time to time on <i>Our Website</i> or which is available to You if You ask <i>Us</i> at any time) and any VAT or similar tax thereon We incur directly or indirectly:-</p> <p>(A) from resolving any dispute relating to a Debt or with a <i>Customer</i> or <i>Collecting</i> or trying to <i>Collect</i> any Debt and any <i>Customer</i> failing to pay a Debt at its full <i>Notified Value</i>;</p> <p>(B) in enforcing or trying to enforce or operating any term of this <i>Agreement</i>, any <i>Guarantee</i> or any <i>Other Interest</i> given to <i>Us</i> relating to this <i>Agreement</i> or protecting <i>Our</i> rights under or resulting from any breaking of any of them;</p> <p>(C) in getting any <i>Guarantee</i> or any <i>Other Interest</i> given to <i>Us</i> relating to this <i>Agreement</i>;</p> <p>(D) any charges for currency conversion or dishonoured payments We incur relating to this <i>Agreement</i>;</p> <p>(E) getting or enforcing (or trying to get or enforce), any waiver, consent, ranking, release, subordination or priority for this <i>Agreement</i> or any <i>Debts</i> from any <i>Other Interest</i> or loan or relating to any <i>Other Interest</i> given to <i>Us</i> by You or any <i>Guarantor</i>;</p> <p>(F) as a result of any transfer or alleged transfer to <i>Us</i> of employees or other personnel under the <i>Transfer of Undertakings (Protection of Employment) Regulations 2006</i> which is caused directly or indirectly because of <i>Us</i> entering into this <i>Agreement</i> (and which shall include any liability for remuneration and benefits including all wages, bonuses, holiday pay, commissions, pension contributions, PAYE and national insurance contributions); and</p> <p>(G) such other charges as We tell You verbally or in <i>Writing</i> from time to time;</p>
“Electronic Facility”	The information link between You and Us available through <i>Our</i> computer system;
“End Notice”	A notice (of not less than the <i>End Notice Period</i> contained in the <i>Agreement Details</i>) given by letter by You or Us to end this <i>Agreement</i> ;
“EURIBOR”	The 3 month euro interbank offered rate administered by the Banking Federation of the European Union (or any other person which takes over administration of that rate) displayed on page EURIBOR01 of the Reuters screen (or any replacement Reuters page which displays that rate). If the service ceases to be available, We may specify another service displaying the appropriate rate;
“Excluded Debts”	<p><i>Debts</i> You need not Tell Us about until We require it and which at first will include all <i>Debts</i> not due under a <i>Transaction</i>, <i>Debts</i> due under a <i>Transaction</i> creating a Debt of a type stated as being an <i>Excluded Debt</i> in the <i>Special Conditions</i> and, unless We tell You otherwise, the following <i>Debts</i>:-</p> <p>(A) <i>Debts</i> owed by an <i>Associate</i>;</p>

	<p>(B) Debts in the hands of any third party, including a solicitor or debt collector, for collection;</p> <p>(C) Debts for stage or progress payments;</p> <p>(D) Debts arising under a <i>Transaction</i> under which goods are provided on approval, trial, consignment or sale or return or which contains terms entitling the <i>Customer</i> to return the goods;</p> <p>(E) Debts owed by a <i>Customer</i> which has not incurred the <i>Debt</i> for the purposes of its business;</p> <p>(F) Debts regulated by the Consumer Credit Act 1974;</p> <p>(G) Debts payable on a pro forma basis or by cash on delivery;</p> <p>(H) Debts arising from the sale of capital assets;</p> <p>(I) Debts arising from rental or leasing agreements;</p> <p>(J) Debts owed by a <i>Customer</i> who also supplies goods or services to <i>You</i>;</p> <p>(K) Debts so far as they comprise interest (whether owing under statute or otherwise);</p>
“Export Debt”	A <i>Debt</i> the invoice for which is addressed to a place outside Great Britain and Northern Ireland;
“Fees”	The charges for <i>Our</i> services under this <i>Agreement</i> ;
“Guarantor”	A person who at any time gives a guarantee or indemnity of any obligations <i>You</i> owe to <i>Us</i> or to any <i>Bibby Group Company</i> ; and “Guarantee” will be read in line with this;
“High Involvement”	The maximum percentage or amount of all <i>Unpaid Approved Debts</i> due from the same <i>Customer</i> against which <i>We</i> may make <i>Prepayments</i> and as stated in the <i>Agreement Details</i> (or which <i>We</i> tell <i>You</i> in <i>Writing</i> from time to time);
“Insolvent”	<p>In relation to a company, LLP or unlimited partnership:-</p> <p>(A) being deemed unable to pay its debts in accordance with section 123 of the Insolvency Act 1986;</p> <p>(B) being the subject of or passing or taking steps to pass a resolution, determination or petition to wind it up or being the subject of the presentation of a petition for its winding up by the court;</p> <p>(C) an incumbrancer taking possession or having a receiver, manager or administrative receiver, liquidator, provisional liquidator or any similar official or judicial factor appointed of all or any part of its undertaking, property, rights or revenues or it being dissolved (other than pursuant to a consolidation, amalgamation or merger with <i>Our</i> prior written consent);</p> <p>(D) anyone taking steps to obtain a moratorium or making proposals for a voluntary arrangement with its creditors and/or the appointment of a nominee to act in relation to a proposed voluntary arrangement with its creditors;</p> <p>(E) proposing a compromise, arrangement or composition or making a general assignment with or for the benefit of its creditors or convening a meeting of creditors; or commencing negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its debts;</p> <p>(F) anyone taking any step towards the appointment of an administrator including issuing a notice of intention to appoint or notice of appointment of an administrator or an application for administration; or a moratorium under the Insolvency Act 2000</p>

	<p>commencing;</p> <p>In relation to an individual, unlimited partnership or partner in any unlimited partnership:-</p> <p>(A) being deemed unable to pay their debts in accordance with section 268 of the Insolvency Act 1986;</p> <p>(B) steps being taken to obtain an interim order or making proposals to their creditors for a voluntary arrangement, making an application to court for an interim order or the appointment of a person to act as nominee in relation to a proposal to their creditors for a voluntary arrangement under the Insolvency Act 1986;</p> <p>(C) making a general assignment, arrangement or composition with or for the benefit of their creditors or convening a meeting of creditors or commencing negotiations with one or more of their creditors with a view to the general readjustment or rescheduling of all or part of their debts;</p> <p>(D) anyone issuing a petition for a bankruptcy or sequestration order to be made against them which is not withdrawn or dismissed within 5 <i>Working Days</i> or a bankruptcy or sequestration order being made against them; their apparent insolvency; or them giving a trust deed for their creditors;</p> <p>(E) having any receiver or receiver and manager appointed of all or any part of their property;</p> <p>In relation to any person:-</p> <p>service of a statutory demand; seizure, possession, attachment, distraint, execution, sequestration, diligence (whether in execution or on the dependance of any action), interdict, levying, exercising rights of lien or enforcing security rights against or getting an order restraining the disposal of all or any part of the person's income or assets or other legal process levied, enforced or sued on or against any of their assets which is not paid off, withdrawn or discharged within 5 <i>Working Days</i>; the entry or making of any judgment, order or award for the payment of money to another party which remains unsatisfied for 5 <i>Working Days</i> after being entered or made; entering into a voluntary arrangement or appointing any nominee or supervisor under the Insolvency Acts 1986 or 2000 or any informal arrangement or composition in satisfaction of debts generally for the benefit of creditors; or being deemed insolvent under the Insolvency Act 1986;</p> <p>and</p> <p>the taking of any steps for the commencement of any proceedings or actions in respect of any of the above matters;</p> <p>and</p> <p>any analogous procedure or step being taken in any jurisdiction;</p> <p>and</p> <p>“Insolvency” will be read in line with this;</p>
<p>“Linked Rights”</p>	<p>In relation to each <i>Debt</i> and all <i>Returned Goods</i> the benefit of:-</p> <p>(A) all <i>Your</i> rights (but not obligations) as an unpaid seller/creditor and under the relevant <i>Transaction</i> (if any), save <i>Your</i> ownership of the relevant goods;</p> <p>(B) all bonds, insurances, securities, guarantees and indemnities and any documents of title to the relevant goods, shipping documents, customs forms, airway bills or similar;</p> <p>(C) all <i>Debt Information</i> and the ownership of all <i>Returned Goods</i>;</p>

	(D) interest and all cash, cheques, bills of exchange, instruments (negotiable or not) and other forms of payment;
“Message”	Any data sent using the <i>Electronic Facility</i> ;
“Month”	A calendar month;
“Notifiable Serious Event”	<p>The <i>Customer</i> has:-</p> <ul style="list-style-type: none"> • issued a financial instrument or payment instruction (including cheques, bills of exchange and direct debits) which has subsequently been dishonoured, not paid or returned; • asked to extend or reschedule the payment date of any <i>Debt</i> beyond the <i>On Stop Date</i>; • failed to accept and return a bill of exchange within (i) 25 days of the date of the relevant invoice, or (ii) where the relevant goods are to be despatched to a <i>Customer</i> or buyer who is outside of the <i>UK</i>, 50 days of the date of the relevant bill of lading; • had public notices issued in relation to its <i>Insolvency</i>; • failed to pay <i>Debts</i> which exceed 10% of a <i>Covered Limit</i> within 30 days of the <i>On Stop Date</i>;
“Notified Value”	The amount of a <i>Debt</i> or credit note <i>You Tell Us</i> (before taking away any <i>Reductions</i>);
“On Stop Date”	The date upon which <i>You</i> would normally stop delivering goods or supplying services due to non-payment by a <i>Customer</i> (such date being as stated in the <i>Agreement Details</i>);
“Other Interest”	Any present or future mortgage, charge, security assignment, pledge, lien, hypothecation, option, right of set-off, preferential interest, trust, title retention, tracing right or other security interest or similar arrangement of any type or any agreement, conditional or otherwise, to create or give any of the same;
“Prepayment”	Any amount <i>We</i> pay <i>You</i> on account of the <i>Price</i> of a <i>Debt</i> before <i>We Collect</i> it in full;
“Price”	<p>The <i>Collection We</i> receive in relation to a <i>Debt</i> less (in relation to such <i>Debt</i>):-</p> <p>(A) <i>Our Discount</i> and <i>Fees</i> and any <i>Reduction</i> due to or taken by the <i>Customer</i> after such receipt; and</p> <p>(B) all other amounts due to <i>Us</i> by <i>You</i>;</p> <p>save that the <i>Price</i> of a <i>Protected Debt</i> will be worked out and paid as described in <i>Condition 3</i>;</p>
“Promises”	The warranties and undertakings <i>You</i> give to <i>Us</i> and set out in <i>Condition 6</i> ;
“Protected Debt”	<p>An <i>Unpaid Debt</i> about which <i>You</i> have <i>Told Us</i> owing by a <i>Customer</i> to which <i>We</i> have given a <i>Covered Limit</i> and which <i>Debt</i> falls within such <i>Covered Limit</i> on the basis set out in <i>Condition 3</i> and in relation to which:-</p> <p>(A) none of <i>Your Promises</i> to <i>Us</i> has been broken;</p> <p>(B) the period for payment is not greater than the <i>Maximum Payment Period</i>;</p> <p>(C) when <i>You Tell Us</i> about the <i>Debt</i> the <i>Customer</i> is not <i>Insolvent</i> and nor has any event occurred which is described in <i>Condition 6.1(E)(x)</i>, <i>Condition 6.1(E)(xiii)</i> or in the second sentence of <i>Condition 15.2</i>;</p>

- (D) the *Debt* is not to be paid under an irrevocable or confirmed letter of credit;
- (E) the supply or hire of goods or supply of services to the *Customer* can all be ended by *You* by giving less than 3 months' notice;
- (F) the *Debt* is not due from any Government Department, Local Authority or statutory body or agency or any organisation controlled (directly or indirectly) by any such entity;
- (G) at the time the relevant *Protected Event* occurs the *Debt* is more than the *Minimum Protection Limit*;
- (H) there has been no material change in the information which *You* gave to *Us* at the time of *You* asking *Us* to set or alter the *Covered Limit* and *You* have not knowingly hidden any material fact which would have influenced *Our* decision to set or alter the *Covered Limit* for the *Customer*;
- (I) *You* have not asked *Us* not to claim payment of any *Debt* from the *Customer*;
- (J) *You* have not failed to comply with any condition *We* impose when setting the *Covered Limit*;
- (K) an invoice is raised and delivered by *You* to the *Customer* (or, where self-billing by the *Customer* has been permitted by *Us*, by the *Customer* to *You*) within 10 *Working Days* from the date on which the relevant goods are delivered to the *Customer* or the relevant services are completed;
- (L) the *Debt* is not payable before the delivery or hiring of the goods or provision of the services to which it relates have been completed;
- (M) *You* have not *Told Us* about such *Debt* separately pursuant to Condition 2.2.;
- (N) non-payment is not caused by:-
 - (i) the effects of radiation, explosion or other hazard/contamination arising from nuclear sources (or other toxic, explosive or other hazardous properties from nuclear sources) or reaction or radioactive contamination or the use, handling or transportation of radioactive materials;
 - (ii) war, invasion, act of a foreign enemy or civil war;
 - (iii) any law which prohibits or prevents the carrying out of the *Transaction* (if any) or obligation under which the *Debt* arises or payment of the *Debt*; or
 - (iv) strikes, riots, social or political disorder, terrorism or political risks;
- (O) the *Customer* does not owe any *Debt* which is *Unpaid* more than 60 days after it should have been paid (or such other time period as *We* tell *You* verbally or in *Writing* before or within 5 *Working Days* of *You Telling Us* about such *Debt*);
- (P) the *Debt* does not arise under a *Transaction* where, except for legal reasons, by operation of the contract conditions or commercial practice, *You* cannot for a period of 3 *Months* or more end carrying out work or delivering goods for *Your Customer* or end the *Transaction*; and
- (Q) the *Debt* was not created after a *Notifiable Serious Event*;

save that, unless expressly agreed by *Us* with *You* by letter, an *Excluded Debt*, an *Unpaid Debt* which exists on the *Start Date* and *Debts We* tell *You* verbally or in *Writing* from time to time will not fall within this definition cannot be *Protected Debts*;

<p>“Protected Event”</p>	<p>Any event set out below, being:-</p> <p>A Non-Payment Protected Event (in this Agreement a “Non-Payment Protected Event”)</p> <p>A Customer not paying a Protected Debt in full within the Customer Protection Period or such other period as We tell You in Writing;</p> <p>B Insolvency Protected Event (in this Agreement an “Insolvency Protected Event”)</p> <p>Any of the following events occurs:-</p> <p>(i) in relation to a Customer which is a company, LLP or unlimited partnership, the Customer:-</p> <ul style="list-style-type: none"> • has a winding up order made against it; • has an administrator appointed by the court, itself, its directors or by the holder of a qualifying floating charge (within the meaning of Paragraph 14 of Schedule B1 to the Insolvency Act 1986); • has a resolution passed by its members to wind it up; • has a receiver or an administrative receiver appointed over its property or a judicial factor appointed to it; • has a liquidator appointed under a creditors voluntary liquidation; <p>(ii) in relation to a Customer which is a partnership, orders for the bankruptcy or sequestration of the Customer or of all partners of the Customer being made;</p> <p>(iii) in relation to a Customer who is an individual, the Customer has a bankruptcy or sequestration order made against them;</p> <p>(iv) in relation to any Customer, the Customer being unable to pay the Customer’s debts as they fall due and has made a binding arrangement with the Customer’s creditors; or</p> <p>the equivalent event or procedure to those set out in (i) to (iv) above relating to Customers which are companies, LLPs, partnerships or individuals or any other event which is referred to in this definition in any jurisdiction outside the UK or, where such word or expression has no counterpart in that jurisdiction, the meaning of its closest equivalent in that place;</p>
<p>“Protected Part”</p>	<p>The Protected Percentage of the sum of the amount of the Protected Debt LESS:-</p> <p>(A) its VAT element;</p> <p>(B) any Reductions which the Customer has taken or is owed in relation to it (net of any VAT included in such Reductions); and</p> <p>(C) any Collection relating to it and any amount You hold (or should be holding) relating to it under Condition 6.1(j) which You have not delivered to Us (net of any VAT included in such Collection);</p>
<p>“Records”</p>	<p>The accounts maintained by Us to record the purchase of Debts, payment and receipt of monies, Fees payable by You and Your liability under and the operation of this Agreement which will include a Sales Ledger Control Account, Current Account and Client Account;</p>
<p>“Reduction”</p>	<p>Any deduction, discount or set off claimed by a Customer or other alteration which reduces the Notified Value of a Debt;</p>
<p>“Relevant Party”</p>	<p>You, any of Your directors, shareholders, members or partners and any Customer, Associate or Guarantor;</p>

“Repayment”	Repayment of any <i>Prepayment</i> ; and “Repay” will be read in light of this;
“Returned Goods”	Any goods relating to a <i>Transaction</i> or <i>Debt</i> and which a <i>Customer</i> rejects or returns or indicates a wish to do so or which <i>You</i> or <i>We</i> recover from a <i>Customer</i> ;
“Scheme”	The HM Revenue & Customs scheme enabling reclaim of the VAT element of debts which become doubtful;
“Special Conditions”	The conditions contained in the section of this <i>Agreement</i> headed “Special Conditions”;
“Tell”	<i>You</i> telling <i>Us</i> in such form as <i>We</i> require, including within a <i>Message</i> or in a <i>Debt Schedule</i> (or both), that a <i>Debt</i> exists or in a <i>Credit Note Schedule</i> that a credit note has been issued; and “Telling” and “Told” will be read in light of this;
“Termination Event”	An event described in Condition 11.1;
“Transaction”	An agreement entered into by (or the benefit of which has been transferred to) <i>You</i> under which it is agreed to hire or sell goods or supply services to another person;
“UK”	Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;
“Unpaid”	A <i>Debt</i> which has not been fully paid;
“Unprotected Part”	The <i>Notified Value</i> of a <i>Protected Debt</i> less its <i>Protected Part</i> ;
“Website”	<i>Our</i> website detailed in the Introduction to this <i>Agreement</i> on which the <i>Conditions</i> can be found and in which <i>Our</i> scale of charges can be found at www.bibbyfinancialservices.com/client-area/disbursement_tariff001.aspx (or such other website as <i>We</i> notify <i>You</i> of from time to time);
“Working Day”	Every day except Saturday, Sunday and bank and public holidays;
“Writing”	Letter, fax, e-mail and (where such facility allows) by using the <i>Electronic Facility</i> .

16.2 Any reference in this *Agreement* to:-

- (A) a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;
- (B) a person includes an individual, company, LLP, unlimited partnership, organisation or trust (whether or not with a separate legal personality) and any other legal person;
- (C) the singular includes the plural and vice versa and any reference to any gender includes any other gender;
- (D) a *Debt* being created is to the date on which that *Debt* comes into existence or, if later, immediately after ownership of such *Debt* is transferred to *You* by a third party;
- (E) a “month” is to a period of time beginning at midnight on one day in a *Month* and ending at midnight on the day before the numerically corresponding day in the next *Month*. If the day on which the period would end is not a *Working Day* it will end at midnight on the preceding *Working Day*. If the period starts on the last *Working Day* in a *Month* or there is no numerically corresponding date in the *Month* in which it ends that period will end at midnight on the last *Working Day* in that later *Month*;
- (F) to an “anniversary”, where in a subsequent year there is no numerically corresponding date to the *Start Date*, is to the latest *Working Day* in the subsequent year which precedes the date on which the anniversary would otherwise occur; and
- (G) *We*, *Us* and *Our* includes *Our* successors and assignees.

- 16.3 Terms in italics used in the Columns headed “**TERM**” in the *Client Details* and *Agreement Details* and in the Column headed “**CHARGE**” in the *Charging Details* will have the same meaning in this *Agreement* (save where defined elsewhere in it).
- 16.4 The meaning of general words introduced by the word "other" are not limited by any word before it or which indicates a particular class of acts, matters or things. The expression "including" means "including without limitation".
- 16.5 Any right or choice *We* have in this *Agreement* may be exercised as *We* choose in *Our* absolute discretion.
- 16.6 *We* may do anything *You* should do under this *Agreement* instead of *You* and any monies *We* incur in doing so will be recoverable by *Us* from *You* under this *Agreement*.
- 16.7 Where in any place outside England and Wales the meaning of a word or expression used in this *Agreement* is to be decided and such word or expression has no counterpart in that place, it will, unless the context otherwise requires, have the meaning of its closest equivalent in that place.