Banc Ceannais na hÉireann
Central Bank of Ireland
Eurosystem

High Cost Credit Provider's Licence

Consumer Credit Act, 1995 (as amended)

T +353 (0)1 224 6000
Bosca PO 559
Baile Átha Cliath 1
PO Box 559
Dublin 1
www.centralbank.ie

The Central Bank of Ireland (the "Central Bank") hereby grants to Finance For You Limited trading as Finance For You and Smart Loans ("the firm") (Central Bank reference number – C160593) of 77 New Street, Killarney, Co Kerry a high cost credit provider's licence from 30 June 2023 up to and including 29 June 2028. This licence is granted in accordance with the provisions of the Consumer Credit Act, 1995, (as amended) (the "1995 Act") and all business conducted under this licence must be conducted in compliance with the obligations imposed under the 1995 Act and any other relevant obligations.

Restrictions: For the avoidance of doubt, all restrictions in this licence are conditions within the meaning of Section 93 of the 1995 Act.

This licence is subject to the following restrictions:-
Schedule A to this licence incorporates the firm's own terms and conditions of agreement with its **consumers** and this licence and these terms must at all times be clear and visible to the **consumer** and a copy given to them, and the consequences of them must be explained in simple terms to the **consumer**. The firm must ensure that any changes to its terms and conditions are in compliance with the restrictions set out in this licence and applicable legislation.

Further Restrictions:

1. The firm (including any person acting on the firm's behalf) is prohibited from directly advertising, marketing or promoting its services to existing or former debt management **consumers** of Primafinance Limited trading as PrimaFinance Debt Solutions or any subsidiary or holding company, as defined by section 8 of the Companies Act 2014, of Primafinance Limited trading as PrimaFinance Debt Solutions. The firm must maintain a log of any existing or former debt management **consumers** of Primafinance Limited trading as PrimaFinance Debt Solutions, or any subsidiary or holding company, of Primafinance Limited trading as PrimaFinance Debt Solutions, to whom it is or has provided its services, for any possible review by the Central Bank.

2. The firm is licensed only to collect repayments on outstanding moneylending agreements entered into prior to 14 November 2022.

3. The firm is prohibited from advancing new high cost credit agreements during the period from 30 June 2023 up to and including 29 June 2028.

Schedule A
Data Protection Consent, Consumer Authorisation and Signature to this Agreement:-
By signing the Agreement, the **consumer** hereby agrees and acknowledges as follows:-

1. The **consumer** has read and understood the terms of the Agreement and agree to be bound by the Agreement and its terms.

2. That to the extent that any of the information provided by the **consumer** to the firm constitutes personal data within the meaning of the Data Protection Acts 1988 to 2003 (collectively the "DPA") that such personal data will be used by the firm and may be disclosed by the firm to its employees, directors and contractors for the purposes of providing the Loan and generally for the purpose of the Agreement.

3. To the extent consent is necessary under the DPA or other applicable data protection legislation the **consumer** expressly consents to the use of the personal data, including the transfer of the personal data outside of Ireland or the EEA. The **consumer** acknowledges and accepts that the firm is entitled to use his/her personal data for the purpose of the Agreement (including its implementation and enforcement).

4. The **consumer** acknowledges that he/she has the right at any time to request a copy of any personal data (within the meaning of the DPA) that the firm holds in relation to him/her or to have inaccuracies in that information corrected. A statutory fee of €6.35 (which may be amended from time to time) is applicable to all requests for copies of personal data. (Requests for copies of a **consumer's** personal data should be made in writing to the Data Protection Officer, Finance For You Ltd, 77 New Street, Killarney, Co Kerry or by email at info@financeforyou.ie).

5. By signing the Agreement the **consumer** consents to the firm, and its contractors storing, using and processing personal details:-
(a) to manage and administer his/her account(s);
(b) to process his/her application for credit;
(c) to help detect fraud and dishonesty;
(d) to contact him/her by post, telephone, text message, electronic mail, facsimile or other means (but not in a way contrary to his/her instructions to the firm) for the purposes of the Agreement, its implementation, operation and enforcement;
(e) to carry out credit reviews including automated credit decision processes and to obtain details of his/her credit history from the Central Credit Register (CCR) or other credit rating agency; he/she understands that the firm may make decisions regarding his/her lending with the firm based on a review of his/her credit rating history;
(f) to establish his/her identity, residence and tax status in order to comply with law and regulation concerning taxation and the prevention of money laundering or terrorist financing

6. That the details supplied to the firm as part of the **consumer's** application for the Loan are now confirmed and accurate and the **consumer** certifies that he/she are not less than eighteen years of age.

7. That the **consumer** irrevocably authorises the firm:
(i) To open a Loan account ('Account') in his/her name which Account shall be subject to the terms and conditions of the Agreement.
(ii) To implement the necessary procedures to make the Loan available and to put the appropriate repayment schedule into place.
(iii) To credit his/her Account with the amount of the Loan and to transfer funds or issue a cheque in the amount of the Loan to him/her or to such other persons as you may direct.
(iv) To record the agreement with the CCR and to disclose his/her details to any credit reference bureau or agency or credit intermediary. The **consumer** acknowledges that his/her conduct of the Agreement including any breach or default will be shared with the CCR or other relevant credit reference bureau.

8. The **consumer** hereby consents to any information and/or any copy documents supplied to the firm to enable it to comply with its obligation to establish his/her identity in accordance with the Criminal Justice (Money Laundering and Financing Terrorism) Act 2010 ('the Act' as the same may be amended or varied from time to time), being disclosed at any time by the firm to anybody responsible for the enforcement or oversight of the Act.

Important Notice: The **consumer** has the right to seek the assistance of credit counselling services whether prior to the entry into the Agreement or in the event you default under the Agreement. The firm suggests that if the **consumer** requires credit-counselling services he/she contacts his/her local Money Advice and Budgeting Service office. Details of the **consumer's** local office can be obtained on www.mabs.ie. The telephone number to contact MABS is 0761 07 2000 and the email is helpline@mabs.ie.

Guarantee and Indemnity (where a guarantor is required):-
The guarantor hereby guarantees the due performance by the **consumer** of every term and condition of the Agreement and payment of all sums payable thereunder and shall indemnify the firm on demand should the **consumer** fail to pay any of the sums due on their due date under the Agreement. The firm may pay the guarantor the loan amount for the **consumer** to pay the **consumer** – this is to prevent fraud. The guarantor will then pay the **consumer** the amount borrowed if/when the guarantor receives it from the firm.

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The guarantor agrees that this guarantee shall not be affected in any way by any time or other indulgence which the firm may see fit to grant to the **consumer**, or the release or variation of any other security held or by any variation of the terms of the Agreement, a copy of which the guarantor has received, read and understood and shall indemnify the firm on demand against all loss arising under or in connection with the Agreement including, without limitation, all costs and expenses which the firm may incur in the exercise and enforcement of the firm's rights under the Agreement, whether or not the firm shall at the time of the demand have exercised all or any of its rights or remedies against the **consumer**. The guarantor's responsibilities under the guarantee and indemnity are the same as if the guarantor were a **consumer**. This means the firm does not have to make any demand on, or take any steps against the **consumer** or any other person, before seeking payment from the guarantor under this guarantee and indemnity. The firm may take court action against both the guarantor and the **consumer**.

Any demand made by the firm hereunder shall be validly made if served on the guarantor personally or sent to him/her by prepaid post or left at his/her address as stated, or to or at his/her current business or private address or that last known to the firm, and if sent by post shall be conclusively deemed to have been received by the guarantor within 48 hours after time of posting. This guarantee will not be affected by; any changes to the **consumer's** agreement, the **consumer** dying, becoming bankrupt or insolvent (i.e. entering a debt Relief Notice, a Debt Settlement Arrangement or Personal Insolvency Arrangement).

This guarantee shall in all respects be governed by and interpreted in accordance with the laws of Ireland. If this guarantee is given by two or more persons, their obligations and liabilities hereunder shall be joint and several. The guarantor should not act as a guarantor unless he/she knows exactly what the responsibility is they are taking on. The firm strongly recommends that the guarantor takes independent legal advice from their solicitor. The guarantor must tell the firm within 10 days if they change their home address, name, email address or any contact phone number. The guarantor agrees that if any part of this agreement and indemnity is not valid or cannot be enforced, it will not affect any other part of this guarantee and indemnity. Finally, as part of this loan application to the firm the guarantor agrees that the firm will review the guarantor's credit file using credit reference agencies such as the Central Credit Register (CCR).

General Terms and Conditions:-

1.0 Advance and Repayment

1.1 The firm agrees to advance the Loan referred to on the Agreement and the **consumer** agrees to borrow the Loan subject to the terms and conditions set out in the Agreement.

1.2 The **consumer** agrees to repay the Loan and to pay interest on it as set out in the Agreement in accordance with the terms and conditions of the Agreement including the 'Important Information'.

2.0 Drawdown

2.1 The **consumer** must draw down the Loan in full to one account no later than the date which falls 30 days after the date on which the 'Important Information' is stated to be valid (unless the firm agrees otherwise in its absolute discretion).

2.2 If the **consumer** wishes to draw down parts of the Loan on different dates, he/she can request that from the firm. The firm has absolute discretion on whether to agree to such a request or not and on what conditions should apply.

3.0 Repayment and Interest

3.1 The repayment instalments (**Repayment Instalments**) set out in the Agreement are calculated by the firm on the basis of payment at regular agreed intervals. If the due date for a Repayment Instalment falls on a non-business day, then the Repayment Instalment may be paid on the next succeeding business day.

3.2 The **consumer** agrees to repay the Loan and repay interest he/she owes to the firm by the way of the Repayment Instalments shown in the Agreement unless the firm agrees otherwise in writing.

3.3 The firm will calculate interest on the daily balance outstanding (after adjustment is made for cheques in course of collection).

3.4 The firm shall compound interest on the Loan at such quarterly or other periodic intervals as the firm shall in its discretion determine.

3.5 The interest rate applicable to the Loan is fixed for the period of the Loan and appears in the Agreement. The rate has been determined by reference to prevailing market rates (but is not linked to movements in such rates), the risk associated with the Loan and the period and purpose(s) for which the Loan is being made available.

4.0 Charges and Expenses

Subject to Section 112 of the 1995 Act, the **consumer** hereby agrees to the following;

4.1 The **consumer** agrees to pay the firm's legal costs which a court has adjudicated as being payable by the **consumer** in enforcing its rights under the agreement. The firm may (but shall not be obliged to) debit to the account any such legal costs which are not paid by their due date. The firm shall give the **consumer** at least 10 days' notice before it does this.

5.0 APR and Circumstances Under Which It Can Be Changed

5.1 The APR shown in the Agreement has been calculated assuming:

5.1.1 The Loan is drawn down in full in one amount;

5.1.2 Interest is calculated on a daily basis and charged on a quarterly basis; and

5.1.3 The **consumer** complies with the repayment schedule detailed in the Agreement and with your obligations under the Loan.

6.0 Amortisation Table

6.1 The **consumer** has the right to obtain from the firm on request and free of charge, a statement of account in the form of an amortisation table. The **consumer** may make this request at any time during the period of the Loan.

6.2 To request an amortisation table for the Loan, the **consumer** should contact the firm at [064-6630340] or request same in writing to the firm. The amortisation table will be sent to the **consumer** by mail/email.

7.0 Early Repayment and Right of Cancellation

7.1 The **consumer** may repay the Loan or any part of it early at any time.

7.2 If the **consumer** repays an amount early the firm will reduce the total cost of the Loan by an amount equal to the interest and costs relating to the balance of the Loan and interest payable for the remaining period of the Agreement set out in the 'Important Information'.

7.3 The **consumer** can terminate the Agreement at any time by repaying everything he/she owes to the firm in connection with the Loan including accrued interest up to the date of termination. No other charges apply for early termination.

7.4 If the **consumer** wishes to repay his/her Loan early the following procedures apply.

7.4.1 He/she should make contact with the firm either orally or in writing to state that he/she wishes to repay the Loan early.

7.4.2 The firm shall agree a date when the **consumer** shall repay the Loan.

7.4.3 The firm shall send the **consumer** a statement setting out the total amount repayable which will include capital and interest up to the agreed date of payment and daily interest. The **consumer** must repay the Loan on the agreed date for payment otherwise daily interest will accrue.

7.4.4 Once repaid the **consumer** will receive a final statement of his/her Loan with the firm.

7.5. The **consumer** may cancel the agreement at any time within 14 days of his/her signature of the agreement. He/she may cancel by notice in writing to the firm, sent by email to info@financeforyou.ie or by writing to the firm at 77 New Street, Killarney, Co Kerry. If the **consumer** cancels, his/her agreement immediately terminates. If the **consumer** has not drawn down funds, no further action is required by him/her.

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If the **consumer** has drawn down funds and then cancelled, he/she must agree with the firm the date he/she will repay the Loan. The firm shall send the **consumer** a statement setting out the capital and interest up to the agreed date of payment together with daily interest. The **consumer** must repay the Loan on the agreed date for payment, otherwise daily interest will accrue.

8.0 Joint Borrowing
8.1 Where more than one **consumer** is named as "you" or the "customer" in the credit agreement, any reference to "you" or the "customer" includes a reference to each **consumer** and their agreements, obligations and liabilities under the Agreement are entered into by each **consumer** on a joint and several basis. Any notice given to the first of you named as "you" or the "customer" in the Agreement shall be deemed to be given to all **consumers**.

9.0 Representation
9.1 By signing the Agreement the **consumer** represents and confirms to the firm that:
9.1.1 The information he/she gave the firm verbally or in writing in his/her application or request for the Loan is true and accurate; and
9.1.2 He/she will use the Loan for the purpose(s) he/she told the firm of in his/her application or request for the Loan.

10.0 Events of Default
10.1 If any of the following events occur:
10.1.1 Any repayment or payment of principal or interest in respect of the Loan is made on a date later than the date it was due to be paid; or
10.1.2 The **consumer** breaches any of the terms and conditions of the Loan including any representation or confirmation given by him/her in the Agreement or if he/she breaches any other of his/her obligations to the firm; or
10.1.3 Any guarantor dies, loses contractual capacity, becomes bankrupt or becomes insolvent (under Irish or other law); or
10.1.4 Any guarantee should for any reason become unenforceable; or
10.1.5 A guarantor of the Loan makes any attempt to terminate his or her guarantee or any part of it;
then the firm may terminate the Agreement and demand that the **consumer** pays the firm all that he/she owes it in connection with the Loan including principal and interest. On such demand the **consumer** will be obliged to pay the firm the amount demanded. If the firm so terminates the Agreement it will do so in accordance with any applicable law or regulation.

10.2 The Loan and any interest relating to the Loan are immediately repayable if:
10.2.1 The **consumer** becomes bankrupt;
10.2.2 The **consumer** becomes insolvent (under Irish or other law);
10.2.3 The **consumer** seeks legal protection from his/her creditors (through entering any scheme under the Personal Insolvency Acts 2012 to 2015 or otherwise) or enters a composition agreement with his/her creditors whether under a statutory scheme or otherwise;
10.2.4 The **consumer** dies or loses contractual capacity.

11.0 Assignment and Disclosure of Information
11.1 The **consumer** consents irrevocably to any future transfer, howsoever arising of the Loan, the Agreement and any guarantee whether as part of a Loan transfer or securitisation scheme or otherwise.

12.0 Complaints
12.1 The firm has in place for its employees, policies in respect of conflicts of interest. These are designed to ensure that potential conflicts of interest between the **consumer** and the firm and the firm's employees do not arise.
12.2 If the **consumer** wishes to make a complaint regarding the standard of service provided by the firm or any other matter in connection with the Agreement he/she should make the complaint verbally or in writing and addressed to the Compliance Officer of the firm at 77 New Street, Killarney, Co Kerry, Telephone 00 353 (0)64 6630340. A detailed summary of the firm's complaints procedure is available on request.
12.3 In the unlikely event that the **consumer's** complaint is not resolved after issue by the firm of the final response letter or within 40 business days of the date of receipt by the firm of the **consumer's** complaint, the **consumer** may refer the complaint to the Financial Services and Pensions Ombudsman (FSPO). The FSPO can be contacted as follows:

Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2.

Telephone: Lo Call: +353 1 567 7000
Email: info@fspo.ie
Website: https://www.fspo.ie/

13.0 General
13.1 No relaxation, forbearance, indulgence or delay by the firm in enforcing any of the terms or conditions of the Agreement or the granting of time by the firm to the **consumer**, shall prejudice, affect or restrict the rights and powers of the firm hereunder nor shall any waiver by the firm or any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

13.2 Any notice, letter or document permitted or required to be given to the **consumer** under the Agreement shall be deemed to have been validly given if served on him/her personally or sent to him/her by prepaid ordinary post or left at his/her address stated in the Agreement or at the last address which shall have been notified in writing to the firm, and such notice, letter or document sent by post shall be conclusively deemed to have been received by the **consumer** within 48 hours after the time of posting.
13.3 The firm is a member of the B Leslie Holdings group of companies.
13.4 The firm is regulated by the Central Bank of Ireland of New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3 to operate as a moneylender. It is subject to the Central Bank (Supervision and Enforcement) Act 2013 (Section 48) (Licensed Moneylenders) Regulations 2020 ("the Regulations"). The Regulations may be found at www.centralbank.ie.
13.5 The Agreement shall in all respects be governed by and interpreted in accordance with the laws of Ireland and the parties submit to the jurisdiction of the Irish courts.
13.6 Words denoting the singular include the plural and vice versa.
13.7 Words importing any gender include every gender.
13.8 A certificate of the firm for any amount which is due or payable under the Agreement shall, in the absence of manifest error, be conclusive proof thereof.
13.9 All rights vested in the firm by the Agreement are in addition to all rights vested or to be vested in the firm at common law or by statute. The Agreement supersedes any arrangements, understandings, promises or agreements made or existing between the firm and the **consumer** and constitutes the entire understanding between the parties hereto.
13.10 Each of the provisions of the Agreement is separate and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

Mary McEvoy

Mary McEvoy
Head of Function
Consumer Protection: Credit & Lending Division

Date: 29 June 2023