

TERMS & CONDITIONS

CONTENTS

1. INTRODUCTION	page 4
2. GENERAL CONDITIONS	page 5
➤ Your information	
➤ The Information we hold about you	
➤ How We Use Your Information and Who We share it With	
➤ Credit Reference agencies.....	page 6
➤ Fraud Prevention Agencies.....	page 7
➤ Agencies	
3. OPENING AN ACCOUNT (OAA)	page 8
➤ Availability	
➤ Cooling Off	
➤ Cancelling Your account	
4. GIVING US INSTRUCTIONS (GUI)	page 9
➤ Instructions	
➤ Protecting Your Account.....	page 10
5. PAYMENT INTO YOURS AND OUR ACCOUNT (PIYA)	page 11
➤ Cash and Electronic Funds	
➤ Cheques	
➤ Refusal of Payments Into your account	
➤ PIN & Account Number	
6. PAYMENTS (PAY)	page 12
➤ Timescales for Making Payments	
➤ Interest	
➤ Reminders, Internet, Telephone Transactions & CHAPS payments	
7. CHANGES & ALTERATIONS (C&A)	page 13
➤ General Provisions	
➤ Copies of Conditions	
➤ Your Rights When Changes Were Made	
8. CHANGES TO INTEREST AND EXCHANGE RATES (CI&E)	page 14
➤ Reasons for Changing Interest Rates	
➤ Notification of Changes to credit Interest Rates	

9. TRANSFERRING RIGHTS OR OBLIGATIONS	page 15
10. COMPLAINTS	
11. ONLINE SERVICE CONDITIONS	page 16
➤ Introductions	
➤ Definitions	
➤ Authority	
➤ Security procedure	
➤ Transactions	
➤ Charges	
➤ Availability of Service.....	page 17
➤ Variation, Termination of the Service	
12. LIABILITY (LIA)	page 18
➤ Your Liability	
➤ Our Liability	
13. COMMUNICATIONS (COMS)	page 19
➤ Account Statements	
➤ Other Communications	
14. CLOSING YOUR ACCOUNT (CYA)	page 20
➤ Closure by Us	
➤ Fraud & Money Laundering	
➤ Closure by You	
15. GLOSSARY	page 21
➤ APR	
➤ Nominal Rate	
➤ Per Annum	
➤ Arrangement Fee	
➤ Base Rate	
➤ CHAPS	
➤ Clearing	
➤ Credit Scoring	
➤ Loan Agreement.....	page 22
• MANAGING YOUR MONEY	page 23
➤ Keeping in Control	
➤ What fees do we charge?	
➤ Reading your Statement	
➤ Checking your Loan account balance	
➤ If You Fail to Make a Payment	
➤ Arranged Advances and or Loans	
➤ Reminders.....	page 24
➤ Interest	
➤ Changes to Interest rates	
➤ Changes to Account Terms & Charges	
• IMPORTANT INFORMATION FOR JOINT ACCOUNT HOLDERS	page 25
➤ What happens if a party to a Joint account dies	
➤ When can CGN freeze your Joint Account	
➤ Financial Difficulties (forbearance)	

- Protecting Your Account..... page 26
- Identity Checks
- **ARE YOUR PERSONAL DETAILS SAFE WITH US?**..... page 27
 - Confidentiality
 - Data Protection
 - Credit reference Agencies
 - Creditors reference options and status enquiries
 - **Customer Services**.....page 28
 - Our Commitment to You
 - Customer Service review
 - Business Closures
 - Account Closures
 - Your Feedback Counts
 - If You Need to Complain
 - How and Where to Complain..... page 29
 - How long will it take?
 - If You're Not Satisfied
 - FCA / Citizens Advice Service..... page 30
 - Additional Extras
 - Useful Numbers..... page 31
 - Useful Web Addresses
 - Responsible Lending

TERMS & CONDITIONS

INTRODUCTION

These Terms and Conditions (the “Conditions”) form part of the contract between you and us, **(CGN) Capital Growth Network**.

The contract also includes the terms about interest rates and charges in our leaflet: **A Guide to Fees and Interest**. For this document, **(CGN) Capital Growth Network** will be referred to as CGN

These Conditions are divided into **General Conditions** and **Account Specific Conditions**. The General Conditions apply to all accounts and services we offer to personal and private customers. The Account Specific Conditions apply to particular accounts.

If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will apply (**except for General Conditions C&A section 3**).

(CGN) may allow you extra time to comply with your obligations or decide not to exercise some or all our rights, but we can still insist on the strict application of any or all our rights at a later stage.

You should read these Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these Conditions (and any other documents which form part of the contract between you and us) if you ask us. These Conditions are also available on our website: **www.cgnequity.com**.

In these Conditions and in our leaflets, we use the term “business day” to refer to any day from Sunday to Friday (inclusive) which is not a bank holiday.

We may change the terms about interest rates and charges in those leaflets by exercising our powers under **General Condition**.

GENERAL CONDITIONS

Section A: Conditions of General Application

1. YOUR INFORMATION:

- **Who we are:**

Your account is with (CGN) Capital Growth Network.

We are authorized by the **(FCA) License Number 653027**. For information about us please visit: www.fca.gov.uk and or www.cgnequity.com

2. The information we hold about you.

- Your information comprises all the financial and personal information we hold about you and your transactions. It includes:
- information that we receive from third parties (including other members of our Group, third parties who provide services to you or us and credit reference or fraud & Money laundering prevention agencies);
- Information that we learn about you through our relationship with you and the way you operate your accounts; and information that we gather from the technology which you use to access our services (for instance E-Transfers). If you contact us electronically, we may collect your electronic identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.
- **If any of your personal details change i.e. Name, Address, Contact Telephone number or email address. You MUST inform us within 30 days of the change taking place. Failure to do so may result in your account either being suspended or closed entirely. You will be required to confirm your personal details every 12 months and or each time you purchase a new service from (CGN) Capital Growth Network.**

3. How we use your information and who we share it with:

- We may use and share your information with other members of the Group and with third parties providing services to either you or the Group. This information helps us and them to:
 - (a) Assess and process applications, provide you with services and manage our (or their) relationship with you;
 - (b) Carry out financial (including credit) risk assessments;
 - (c) Recover debt; and prevent and detect crime.
- The information which we hold and share allows us and other Group companies to better understand what our customers need from us. Within the Group, we analyse the information:
 - (a) To understand our customers' preferences, expectations and behaviour;

- We do not disclose your information to anyone outside the Group except:
 - Where we have your permission;
 - Where we are required or permitted to do so by law or a regulatory body;
 - To third party service providers, agents and sub-contractors acting on our behalf;
 - To debt collection agencies;
 - To credit reference Money Laundering and Fraud Prevention agencies;
 - To other companies that provide a service to you directly or on our behalf;
 - Where we may transfer rights and obligations under this agreement or assign, transfer or charge our interest in any financial product provided to you under your account; or
 - As set out below.

- We may disclose your information to government entities or regulatory bodies in order that those entities may discharge their responsibilities and obligations or exercise their powers or functions.

- Our third-party service providers may share information about you with us in accordance with their own policies on use of information. If we obtain information about you from our third-party service providers, we will only use this information for the purposes set out in this **General Condition 3**.

- We may contact you by a variety of means including via email, text message, post and/or telephone. If at any point in the future you change your mobile phone number, email address, postal address or telephone number, you should tell us promptly about those changes.

- From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object to the change within 31 days, you consent to that change.

- If you would like a copy of the information we hold about you, please write to -
Director of Finance: 167 Gloucester Terrace, London W2 6DX.
We charge **£10.00** for this service.

- 4. Credit reference agencies**
 - We may make periodic searches at credit reference agencies. This will include, for example, searches to check your identity and prevent fraud, when you open your account and from time to time when you use your account. We will also provide information to the Group to manage and take decisions about your accounts, trace debtors, recover debt, prevent fraud and to check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity. This may include information about how you manage your account including your account balance, credit limit and any arrears. We will also provide this information to credit reference agencies that may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. This information may also be used for tracing purposes.

5. Fraud Prevention Agencies

- If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

- We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
 - (a) Checking applications for, and managing credit or other facilities and recovering debt;
 - (b) Checking details of job applicants and employees.

- We and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

6. Agencies

- We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. The agencies may charge a fee.

OPENING AN ACCOUNT (OAA)

1. Availability

- Accounts are available only to individuals that are 21 years of age and older. Accounts may be used for business purposes.

2. Cooling Off

Subject to General Condition (OAA) 2(b), you have a period of 14 days within which to cancel your account.

3. Cancelling Your Account

The cancellation period mentioned in General Condition OAA 2(a) begins on the first date on which you have received copies of:

- These Conditions; and
 - A Guide to Fees and Interest; and
 - Any other documents containing contractual terms relating to your loan account
- To cancel your loan account, you must send a written notice to the address specified in the applicable Account Specific Condition.
 - Your rights under General Condition 2(b) may be affected by any Account Specific Conditions which may otherwise prevent you closing your account or closing it with debt.

GIVING US INSTRUCTIONS (GUI)

1. Instructions

- If an unforeseen circumstance delays you in any way from communication with us or making a payment, we will require official written confirmation. Failing to do this may result in a fee.
- You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your account.
- Your instructions can be given to us in writing (which must include your signature(s) our postal address is on page 6 of this document); by telephone (**020 8127 5021**), online at loans@cgnequity.co.uk. You MUST list or have your account number ready so that we can transfer you to the correct person as quickly as possible.
- Where you give payment instructions by fax or by telephone or to your account manager, we are entitled to accept and act on those instructions if they have been confirmed by you (or another person authorised by you) on a return telephone call we will make to you, or the person authorised by you, on a telephone number that we hold on our records for you or the person authorised by you.
- Where you give us instructions by the services covered in General Condition (RB), you should authenticate the transaction using the security procedure mentioned in General Condition (RB3).
- You may authorise a third party to act on your behalf. Should you choose to do this for any reason, we will act as if it were you issuing instructions however, sufficient proof of identification will be required. We may refuse to act on your instructions if:
 - (a) We reasonably believe that you did not give us the instruction; or
 - (b) We reasonably suspect fraudulent activity; or
 - (c) Your instructions are unclear, incomplete or not in the required form; or
 - (d) We might act contrary to a law, regulation, code or other duty which applies to us; or
 - (e) It would cause you to exceed any limit or restriction which applies to your account; or
 - (f) We have any other valid reason for not acting on your instructions.
- If we refuse to make a payment we will notify you by either letter, telephone, text message or any other form of communication we agree, and if possible, give our reasons for doing so. You can also obtain information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting one of the advisors (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).
- All payment instructions will be transacted in Sterling unless we specifically agree otherwise.

2. Protecting Your Account

- To protect your account against misuse, you must:
 - (a) Keep your security details secret; and
 - (b) Tell us immediately if you think someone else may know any of your security details or if you
Suspect unauthorised use of your account and
 - (c) Act with reasonable care, including taking reasonable steps to prevent unauthorised use of your security details; and
 - (d) not act fraudulently; and
 - (e) follow the security procedures described in General Conditions (RB3) and (RB4) if you operate your account by accessing our website; and

3. You will be responsible for all losses caused by:

- (a) Any fraudulent activity on your part; and
 - (b) Any person acting with your authority.
- General Condition (LIA 1) sets out in greater detail your responsibilities for losses caused by your failure to protect your account.
 - General Conditions (RB3) and (RB4) set out your responsibility for losses caused by your failure to follow the security procedures for operating your account by accessing our website.

PAYMENTS INTO YOURS & OUR ACCOUNT (PIYA)

1. Cash and electronic funds

- Cash paid in at a branch will be added to your account and treated as cleared immediately.
- Cash paid by hand or into a quick deposit facility before 5.00pm on a business day will be added to your account and treated as cleared on the same day. Otherwise, it will be processed the next business day as Late.
- Electronic transfers will be added to your account and treated as cleared immediately upon receipt. We will supply you with account details for which to make payments into when you receive your loan agreement.

2. Cheques

- The following terms apply when a UK Sterling cheque, which is issued by you or a representative party acting on your behalf, is paid into our account:
 - (a) If the cheque is paid in over the counter at a specified branch before 5.00pm on a business day, the money will be added to your balance on the same day. If the cheque is paid in after 5.00pm on a business day or on a non-business day, the money may be added to your balance on the next business day.
 - (b) The money will be credited to your account for loan repayment and or interest purposes on the same day it is added to your balance.
 - (c) If your cheque(s) bounces for any reason, you will be charged all costs that occur as a result of the cheque.
- Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque on your account may be prevented or may take longer than the time periods set out in **General Condition (PIYA 2)**.
- Paying cheques into our account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us. Do ensure that any cheque(s) are paid into our account 3-4 working days before your loan repayment date to avoid any late fees.

3. Refusal of payments into your account

- If we have a valid reason, we may refuse to make a payment into your account.

4. PIN & Account Number

- We have introduced a new PIN & Account Number system for existing customers. You will no longer be able to apply for a new loan without your new PIN and account number. You have an option to change your PIN via the website. Your new PIN and account number will be sent to you separately via post

PAYMENTS (PAY)

1. Timescales for Making Payments

- Where you instruct us to make a payment:
 - If we can make the payment using the Faster Payments Service, the payment will normally be credited to your bank account immediately (but may sometimes take up to 2 hours), where the payment is within our defined limits and the receiving institution is a member of the Faster Payments Service. If we suspect fraudulent activity on your account, we may take longer than 2 hours to credit your account.
 - If we cannot use the Faster Payments Service to make the payment, we will advise you of alternative methods of receiving your money.

- With the exception of payments using the Faster Payments Service:
 - (a) instructions received on a non-business day are treated as received on the next business day;
 - (b) instructions received after 5.00pm are treated as received on the next business day unless we tell you that the payment will be processed immediately; and
 - (c) Instructions for future dated payments are treated as received on the proposed payment date, or the next business day.

Reminders, Internet, Telephone Service & CHAPS payments

You will receive 2 text message REMINDERS each month. The first text will be sent out **7 days before your scheduled payment** and then again, **the day before your scheduled payment**

Using the bank details below, you can make payments to CGN by BACS or CHAPS, internet banking or call your bank for telephone banking:

Santander
Sort Code 09-06-66
Account Number 43224645

Please ensure that you use your Account Number as your payment reference. You can find this on the front of your receipts or in the confirmation email you received when you opened your account.

You MUST have online banking. If for any reason, you no longer have access to online banking services, for cash re-payments, call us on 020 8127 5021

CHANGES & ALTERATIONS TO THE AGREEMENT AND CHARGES (C&A)

1. General Provisions

- If we have a valid reason for doing so, we may change the terms of our agreement with you by notifying you personally not less than 30 days before the change comes into effect.
- We may introduce additional charges on your account or change the amount of any charges which already apply to your account by notifying you personally not less than 30 days before the change comes into effect.

2. Copies of the Conditions

- If we make a major change or a lot of minor changes in any one year, we will give you a copy of the new Conditions or a summary of the changes. You can also request a copy of the Conditions at any time. (fees may apply)

3. Your rights when changes are made

- If we give you notice of:
 - (a). a change in the terms of our agreement with you under **General Condition (C&A 1)**; or
 - (b). the introduction of an additional charge or a change in the amount of any existing charge under **General Condition (C&A 1)**, then for a period of 30 days from the date of our notice, you have the right to close your account without any additional charges if no money is owed to us and all conditions relevant are met.
- Your rights under **General Condition (C&A 3)** may be affected by Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

CHANGES TO INTEREST RATES AND EXCHANGE RATES (CI&E)

1. Reasons for changing interest rates

- We may change the interest rates which apply to your account for any of the following reasons:
 - (a). to enable us to respond proportionately to a change in the Bank of England's base rate or any other publicly listed market rate;
 - (b). to reflect changes in the costs we reasonably incur in providing your account;
 - (c). to reflect changes in the law or a decision by the FCA;
 - (d). to enable us to meet changed regulatory requirements;
 - (e). to reflect changes in any codes of practice to which we subscribe.

- We may also change the interest rates which apply to your account for any other reason. If we do this, we will tell you the reason for the change.

- Nothing in General Conditions (CI&E 1) enables us to change an interest rate which, under the Account Specific Conditions, is fixed.

- If we give you notice of a change in interest rates then for a period of 30 days from the date of our notice, you have the right to switch or close your account without loss of interest or any additional charges.

- Your rights under General Condition (CI&E) may be affected by Account Specific Conditions which would otherwise prevent you closing your account or closing it without loss of interest or additional charges.

We will give you notice under General Condition (CI&E 2) by advertising the change on our website www.cgnequity.com

TRANSFERRING RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT

1. We may transfer, assign, or pass our rights or obligations under this agreement or arrange for any other person or organisation to carry out our rights or obligations under this agreement. We will only do this if:
 - (a). the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer; and
 - (b). we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

COMPLAINTS

If you wish to complain about any of our products or services, we have procedures designed to resolve your complaint effectively. [Please refer to pages.29 -31](#)

ONLINE SERVICE CONDITIONS

Service not yet available

- The General Conditions in this Section explain your rights and responsibilities and those of (CGN) Capital Growth Network regarding the use of our online services.

1. Authority

- You authorise us to accept and act on your instructions and to pay to your account(s) the amounts involved when the transaction has been authenticated using the security procedure we require you to follow.
- If you have a joint loan account, we will act on the instructions of any one of you but you are each responsible for all transactions carried out and for the repayment of any borrowing which arises on your account.

2. Security Procedure

- You must keep your Security Details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them.
- You must not disclose your Security Details to any other person or record your Security Details in any way that may result in them becoming known to another person.
- Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Details in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Details to them in any circumstances. You should report any such requests to us immediately.
- Where a transaction on the account is confirmed by use of the Security Details and the Service but you subsequently show that the transaction was not authorised by you, you will not be liable for that transaction provided you have kept your Security Details secret, you have acted with reasonable care and in accordance with these Conditions, and you have not acted fraudulently.
- If you suspect someone knows your security details you must contact us immediately. If you fail to do so, you will be liable for any unauthorised payments from your account confirmed by use of the security details (as set out in General Condition LIA 1).
- You will be responsible for all instructions given by you or anyone acting with your authority between the time you pass the security procedure and the time you exit from the Service. In your own interests, you should not leave the device you are using to access the Service unattended while you are still logged onto our website.
- Telephone calls may be recorded.

3. Transactions

- Where you instruct us to make a payment through the Service, we will make the payment using the Faster Payments Service if possible. If we cannot use the Faster Payments Service, we will advise you of alternative methods of making the payment.
- You are responsible for all transactions carried out using the Service and for repayment of any debt that arises from use of the Service.

4. Charges

- We reserve the right to charge you and you agree to pay the charges which apply when you use the Service or any part of it.

5. Availability of the Service

- While we will make reasonable efforts to provide the Service, we will not be liable for any failure to provide the Service, in part or full, for any cause that is beyond our reasonable control. This includes any suspension of the Service resulting from maintenance and upgrades to our systems or the systems of any party used to provide the Service.

6. Variation/Termination of the Service

- We reserve the right to change the Service from time to time and shall give you notice of any material changes in accordance with General Condition (C&A).
- We may suspend, withdraw or restrict the use of the Service or any part of the Service where:
 - we have reasonable grounds to suspect that your Security Details have not been kept safe; or
 - we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Details; or
 - as a result of a change in the way you operate your account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments; or
 - We consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible, we will notify you and give our reasons afterwards.

- You may terminate your subscription to the Service by notifying us. The notification will not be effective until we receive it. Follow General Condition (CYA)

LIABILITY (LIA)

1. Your liability

This condition sets out your liability to us.

- You are responsible for re payment of any credit that arises on your account.
- If you have a joint loan account, you will each be responsible for any money owing on your account, both individually and jointly. This means that if one of you is unable to repay the money owing, the other account holder(s) can be required to pay the amount due in full, even if your relationship has changed or ended.
- Except where **General Condition (LIA 2)** applies, you will be liable up to a maximum of £250.00 for any losses incurred in respect of unauthorised payments from your account arising:
 - (a). from the use of stolen security details; or
 - (b). where you have failed to keep your security details safe.

2. The £250.00 limit in General Condition (LIA 1) does not apply to:

- (a) losses where you have acted fraudulently; or
- (b) Losses where you have authorised another person to use your account.
In this case, you will be liable up to the full amount of the payment made.

3. You will be required to supply supporting documents every 12 months detailing your current address and working status. Failure to do so may result in having your Loan account frozen until the relevant documents have been received by (CGN) Capital Growth Network.

- Unless you have acted fraudulently, you will not be liable under General Condition (LIA 1) or, where applicable, General Condition (LIA 2), for any losses arising:
 - (a) after you have notified us in accordance with General Condition (GIU 2); or
 - (b) where we have not, at any time, provided you with the appropriate means to notify us in accordance with General Condition (GIU 2);

4. Our liability

- We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.

COMMUNICATIONS (COMS)

1. Account Statements

- We will provide you with statements showing all amounts added to or taken from your account since the previous statement.
- Statements will include the following information relating to payments, where relevant:
 - (a) information identifying the transaction;
 - (b) the payment amount in which your account was debited or credited;
 - (c) Where you are receiving the payment.
 - (d) the net amount and, where applicable, a breakdown of any charges or interest payable by you;
 - (e) where applicable, the date of receipt of your payment instructions; and
 - (f) The date on which the funds were debited from or credited to your account. This information will appear in your statement and may also be made available to you at your request by calling one of our representatives via telephone.
- You should read these statements, and tell us as soon as possible if you believe there is an incorrect entry in any statement.

2. Other communications

- When we communicate with you by telephone, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.
- All communications from us to you (including the documents containing the terms of the contract between you and us) will be in English.
- If your name, address, telephone or mobile number or email address changes, you must notify us. If you notify us by telephone, we may ask you to confirm the change in writing.
- If we hold an email address or mobile phone number for you, we may use this to communicate service-related information to you and we may alert you to any concerns we may have about your account.

CLOSING YOUR ACCOUNT (CYA)

Closure by us

1. We can close your account immediately if:
 - We reasonably suspect that you have given us false information; or
 - We reasonably suspect that your account is being used for an illegal purpose; or
 - You behave in a threatening or violent manner towards our staff; or
 - You were not entitled to open your account.
 - If the accumulated fees on your account reach 100% of the value of the initial loan
 - **If you make 3 unauthorized late repayments.**

3 late repayments will result in a high-risk flag being placed on your account. This may lead to a refusal of or a higher rate of interest on any future loans.

Fraud & Money Laundering

The following are examples of fraud however, if we suspect that any kind of fraud is being committed, we will not hesitate to report you to the police and or any other authoritative bodies.

- a) Supplying false personal information when borrowing money or being in debt. This may be a false name, address, signature etc.

*****Please make sure you tell us promptly if you move address. If you don't, further recovery action may be taken that you may be unaware of which may affect your ability to obtain credit in the future*****

- b) **Opening an account using fake or stolen documents in someone else's name.**

- c) Investing Monies gained via illegal activities

2. Closure by you

- You can close your account at any time for any reason without charge, and we will forward any existing credit balance on your account to you, provided that:
 - (a) You inform us in writing that you wish to close your account. We may allow you to close your account over the phone. If you notify us by telephone, we may ask you to confirm any notice in writing; and
 - (b) you repay any money you owe to us and any charges or interest incurred which we have not taken out of your account; and
 - (c) The Account Specific Conditions for your account permit you to do so.

GLOSSARY

1. **Below, we explain some common terms used in this leaflet, in plain English.**
2. **Annual Percentage Rate (APR)**
To help you make a meaningful comparison between the different interest rates on loans and other credit facilities, all lenders are obliged by law to use a standard method of calculating and displaying “APR”. An APR is an interest rate that takes account of the full amount of interest on any money borrowed, the timing of repayments and any other charges which may be payable.
3. **Nominal Rate**
The rate charged excluding compounding of interest and other charges associated with a borrowing, e.g. arrangement and security fees.
4. **Per annum or p.a (per year).**
5. **Arrangement fee**
This is a fee which we charge over and above interest when we set up a loan for you.
6. **Base Rate**
A rate of interest usually set by the Bank of England, which moves from time to time as the general level of interest rates move.
7. **CHAPS**
Same day electronic transfer of funds between bank accounts in the UK.
8. **Clearing**
Where your account is credited with a payment by cheque or electronic transfer, clearing is the process by which a bank, building society or other organisation which has been instructed to pay the cheque or make the electronic transfer confirms that the payment will be made. For more information about the normal timescales for clearing cheques and electronic transfers, see the section headed **(PIYA)**.
9. **Credit Scoring**
A system used by creditors to help make lending decisions based on statistical analysis. When you apply for a new loan, we may refer to a credit reference agency – a company licensed by the FCA which holds information about an individual's financial background to help us reach a lending decision. We will tell you in advance if we must do this.

10. Loan agreement

A document detailing the Terms and Conditions of a loan, issued each time we agree to provide a loan. It includes, among other things, the interest rate to be charged, the fees payable, the security required and the repayment arrangements.

- The price for your credit service and the charges and rates of interest set out in this leaflet include:
 - (a) the interest rates we charge you when you apply for a loan (Rates 2016)
- These charges and rates of interest work together as the main elements of the pricing structure we use for our services. The way we charge puts you in control of what you pay.
- If you stay in credit, you can enjoy the services that we provide without any separate charge being made. This is possible because our pricing structure enables us to charge for the provision of the account through the fees, charges and interest set out in (Rates 2012) and through setting the interest rates shown in at a level which allows us to benefit from the use we make of any credit balance in the account.

MANAGING YOUR MONEY

- We believe that giving you helpful, upfront advice is part and parcel of giving you great service. That's why we've put together these simple but effective tips on managing your money.
- **Keeping in control**
You can avoid fees and charges by making sure you keep your loan repayment dates.
- Our leaflet: A Guide to Fees and Interest gives details of the fees we charge in all circumstances. If you are a new customer, we will give you this leaflet when you open the account. We will tell you about the charges you will have to pay if you make a late repayment in the following ways:
 - before we add a fee to your account, we will tell you how much it is for, when and what it is for;
 - The total amount we charge will be shown again on your next statement.
- **What fees do we charge?**
We know our customers can sometimes be worried or confused by fees. Please see – A Guide to Fees and Interest for details of the fees we charge and an explanation of the pricing structure we use. Commission
- **Reading your statement/e-statement**
You will receive a regular statement or e-statement, itemising all payments in from your Loan account. Always check your statement and contact us immediately if you see anything unusual.
- **Checking your Loan (L) account balance**
You can receive on the spot balance information by telephoning one of our representatives. Alternatively, if the service is available, you may also check your account balance online by visiting our website www.cgnequity.com
- **If you fail to make a payment to us when it's due**
If you fail to make a payment to us when it's due, we may use a credit balance on any other account in your name with us to pay or reduce any debt which you owe to us. A joint account credit balance can only be used to pay or reduce a debt in joint names.
- **Arranged Advances and or Loans**
If money gets tight, and you need access to extra funds, contact us immediately and we may be able to offer you an advance on your projected interest:
 - it's easy to set up – just speak to a member of staff;
 - there are no fees when you have an arranged advance up to a certain limit – all you pay is the overdrawn balance;
 - you can access the money as soon as the transfer is set up
 - We will only demand repayment of any advanced credit or loan if we have a valid reason for doing so and we give you at least 30 days' personal notice. In certain cases, our notice may take effect immediately (e.g. where we reasonably believe that you may have difficulty meeting your commitments).

- It's important to note that we will only approve a loan application which we believe you can afford, as you should only take on financial commitments you can easily afford. Our fees leaflet contain detailed information on interest rates, charges and arrangement fees that may be applicable to you.
- In most cases we will consider your financial circumstances and then decide whether to accept your request or not.
- **Reminders**
Our reminders can help you stay in control and minimise or even avoid late fees for late repayments. They specify the day by which you should credit your account with cleared funds. This is an automatic service that is activated as soon as you take a loan from us.
- **Interest**
We will always tell you the current interest rate when you take out a loan. Our representative will always be able to tell you the latest rates which apply to your account or to any other account that might be more suitable for you.
- **Changes to Interest Rates**
When we alter our interest rates, we will either notify you personally or, in certain cases, we may notify you by advertising the changes on our website www.cgnequity.com or by sending you a leaflet with the new rates in advance of any change. Any change to interest rates will be communicated to you 4 weeks (1 month) in advance of any change and then again on the day that the change comes into effect.
- For more information on when we may change interest rates in this way, please see General Condition CI&E (Changes to interest rates and exchange rates) in our leaflet: Terms and Conditions.
- **Changes to account terms and charges**
Occasionally, we may change the terms and conditions and charges relating to your account. If we do so, we will tell you as described in: Terms and Conditions. If we make a change to the terms and conditions which is not to your advantage or if we introduce or increase a charge, we will always tell you personally at least 30days beforehand and we'll ignore any notice period for 30 days from the date we initially notify you – enabling you to change or close your account without charge or loss of interest providing there are no account specific conditions.

IMPORTANT INFORMATION FOR JOINT ACCOUNT HOLDERS

- **What happens if a party to a joint account dies?**
The balance on your joint loan account usually passes automatically to the remaining joint account holder(s). The name of the deceased party is removed and the remaining party (ies) can continue to operate the account normally. In the case of an outstanding debt, when one of you dies, we may insist that the debt is paid from the other parties' assets and that the account is closed.
- **When can CGN 'freeze' your joint account?**
We may 'freeze' your account if we have a valid reason for doing so. We set out below some examples of cases in which we may find it necessary to do this:
 - When we receive a request to convert the joint account into a sole account. If there is a large debt on the account, CGN may decide not to let you convert it to a sole account unless you both remain responsible for the debt.
- If the relationship between the account holders has ended, e.g. divorce, all account holders must contact us to arrange for the joint loan account to be closed and new sole accounts to be opened. We will need you to confirm your arrangements for repayment of any borrowing with us.
- Until you cancel the joint loan account instructions, all parties will continue to be liable for new payments and any charges that result.
- **Financial difficulties (forbearance)**
If you have financial problems, CGN will try to help you solve them. Depending on your circumstances, a plan for regular or fixed repayments can be set up, or we could reduce or suspend your repayments for a certain period. This is to help make sure that any problems do not get worse. The sooner financial difficulties are identified, the sooner they can be remedied.

Procedures:

- Restructure the terms of the loan by reducing the payment amount and increasing the duration (NOT LEx or C&A) please refer to the attached document 'A Guide to Fees & Charges' for any definitions to our abbreviations.
- Suspend payment and fees on the account for a maximum of six months (depending on circumstances) and then review
- In extreme circumstances where a customer is unable to repay a loan due to serious deterioration of physical/mental health, the loan will be sent to the bad debt account and written off receivables. (proof of health condition will be required).

- **Protecting your account**

- You can help to protect your account by following these simple guidelines:
- Looking after your financial details. Criminals can use personal information about you fraudulently.
 - You should take great care when disposing of documents which contain your personal or financial details. These items may include bank statements, benefits books, utility bills, blank cheques or card receipts. We recommend that any papers showing information about your financial affairs are effectively shredded.
 - Never provide your account or security details to any caller you do not recognise or have not expected.
 - Always know who you are dealing with. If you have any doubts call them back on a phone number that you know to be genuine. We will never ask for your complete security details.

- **Identity checks**

- At times, we may make extra identity checks when financing larger loans.
- If anything looks out of the ordinary we may contact you by telephone.
 - If you have acted dishonestly or carelessly, you may be responsible for all losses.

Please bear in mind that this is only a summary of your liability for loss. For full details, please look at our leaflet: Terms and Conditions.

- Never respond to any e-mail that asks for confidential or personal security information. We will never send you such an e-mail.

ARE YOUR PERSONAL DETAILS SAFE WITH US?

- **Confidentiality**

At (CGN) Capital Growth Network, we understand how important it is for you to know that we will keep your account and personal details confidential. We will not pass on information about you to other companies or people unless we have your permission to do so, or we are required or permitted to do so. For example:

 - to follow legislation aimed at preventing money laundering;
 - when we must do so to follow an order of a court or other authority (such as the Serious Fraud Office);
 - When we need to pass on information about you to prevent fraud or get back any money you owe us. Where you owe us money, we will try to give you at least 28 days' notice, to allow you time to put matters right;
- When we provide information to other companies who provide a service to us or you. We may exchange information about you and your dealings. We may do this to:
 - assess credit risks;
 - prevent and detect fraud; and
 - Develop customer relationships, services and systems.
 - We will not exchange information about you with other companies in the Group for marketing purposes without your permission.
- **Data Protection**

Under the Data Protection Act, you can request a copy of the information we hold about you. For details on how to go about this, and the fee that applies, contact one of our representatives or refer to our leaflet: Terms and Conditions.
- **Credit reference agencies**

We may make searches at credit reference agencies and will disclose information to them as set out in our leaflet: Terms and Conditions.
- **Creditors reference options and status enquiries**

When making a long-term financial commitment such as a Rental or Hire Purchase Agreement, the other party may wish to know about your ability to make payments. One of the ways they can do this is by asking us for a reference. We would always ask for your written permission first, take care to answer generally and not disclose details of your account. We will charge you for this service. Similarly, you

It's worth noting that this reference is no more than an opinion and is in no way a guarantee of your/their ability to make payments.

- **Customer Services**
Your account has been designed with you in mind, which is why it's important that you talk to us – about where we're getting it right and just as importantly, where we could do better.
- **Our commitment to you**
In every aspect of our service we are committed to:
 - providing financial services which meet your needs;
 - giving value for money;
 - delivering the best possible service;
 - Resolving complaints speedily and without fuss.
- **Customer Service Review**
We can help to make sure that your money is working as hard as possible, with a review that:
 - is free and easy to organise at a time that suits you;
 - helps you make the most of your money;
 - Either covers all our products or concentrates on one, depending on your needs.

Give us a call to arrange an appointment. You can find our number on your statement or by visiting our website.

- **Business Closures**
If we plan to move or significantly reduce our operating hours, we will tell you at least 12 weeks beforehand. We will also tell you how we will continue to provide consumer credit services to you. **Current opening hours are: Monday to Friday 9am – 6pm and Sunday 10am – 2pm.**
- **Your feedback counts**
Many of the features we have added or changed are a direct result of customer feedback. If you have a suggestion to make, provide your feedback online at www.cgnequity.com via the "contact us" links. You may also receive a telephone call, asking what you think of our service.
- **If you need to complain**
We do everything we can to make sure our customers get the best possible service. However, sometimes, we don't get things right. When that happens, we always encourage you to tell us about your complaints, so that we can put matters right. We want to:
 - make it easy for you to tell us about your complaint;
 - give your complaint the attention it deserves;
 - resolve your complaint without delay;
 - Make sure you are satisfied with how your complaint was resolved.

The following information explains what to do if you have any complaint about (CGN) Capital Growth Network' service. It also tells you how quickly we will deal with your complaint and who to contact if you are not completely satisfied with our response.

- **How and where to complain**

If you're not satisfied with any aspect of our service or products, you can tell us about your concerns in the following ways:

- In writing – address your letter to the Director of Finance.
- By telephone – use your usual number for contacting the CGN.
- By e-mail – visit our website at www.cgnequity.com and address your complaint to us via the “contact us” page. Please note that additional personal information should not be included in this message for security reasons. We will respond by telephone or letter for the same reason.

- **How long will it take?**

We aim to solve your concern straight away. If we have not been able to resolve your complaint within one week, we will write to tell you:

- why we have not yet resolved your complaint;
- who is dealing with your complaint;
- When we will contact you again. We will usually sort out most complaints within two weeks. We will contact you regularly until your complaint has been resolved.

If your complaint is particularly complex, it may take longer to resolve. If, together, we cannot reach an agreement by the end of eight weeks, we will:

- send you a letter giving our reasons for the delay and an indication of when we expect to provide a resolution; or
- Refer your complaint to our Customer Relations Unit. They will issue CGN's final response letter, which will explain our final position.

- **If you're not satisfied?**

We are committed to resolving your complaint fairly and quickly. In most cases this can be done if you contact us as soon as possible. We will try to resolve your complaint by listening to your concerns and agreeing a solution with you. Our aim is to resolve your complaint as quickly as possible and to your complete satisfaction. If you're not satisfied with our action or explanation, the member of staff dealing with your complaint will be happy to discuss your concerns further. However, if you remain unhappy, you can ask for your complaint to be reviewed at a higher level by the Customer Relations Unit. This is an independent impartial mediator who will review your complaint and will aim to give you a full response within two weeks. If their investigation is likely to take longer, they will keep you fully informed of their progress.

You can write to the Customer Relations Manager at the address shown below. Please quote your Loan account, details of your complaint and what you would like us to do to resolve matters.

Mr. Jide Lawal
Customer Relations Manager at (CGN) Capital Growth Network
45 Barret House
Kilburn Square
London
NW6 6QG

Or telephone **020 8127 5021**

Alternatively, you can phone the citizens advice helpline. The Citizens Advice Service offers a free independent service and they can help with most civil complaints. As a non-business debtor, you also have the right to complain to the Financial Ombudsman Service. All useful contact numbers are on page 31.

- **Additional extras**

We have several useful services, available for which you can apply – from personal loans, to accounting and business writing.

Useful numbers

Citizens Advice Service: **08454 04 0506**
Financial Conduct Authority: 0800 111 6768
Financial Ombudsman: 0800 023 4567

Useful web addresses

www.cgnequity.com – find out more,
www.banksafeonline.org.uk – website set up by the UK banking industry to help online banking users stay safe online.

Responsible Lending

(CGN) Capital Growth Networks', aim is to be responsible. As lenders, this means working with the consumer to decide how much he/she can afford to borrow and which is the most appropriate repayment programme.

CGN critically assesses each customer's ability to repay and reserve the right to refuse credit or close an existing credit account if we feel that the customer intends any fraudulent activity or is unable to repay. customers will need to submit scanned original copies of your bank statements and payslips in addition to proofs of identity and address.

Any decision made will depend on the consumer income to expenditure ratio and monthly disposable income if applicable. Please note that (CGN) Capital Growth Network reserve the right to refuse credit to any potential or existing customer.

Please see the checklist found in the guidelines document under "Documents I need to have" for the full list of supporting documents needed to assess an application.

- We stress the need for careful budgeting.
- We try never to offer credit to you unless we have good reason to think you can make the necessary repayments.
- If we offer you an advance or loan, we will only demand repayment if we have a valid reason for doing so and we give you at least 30 days' personal notice. In certain cases, our notice may take effect immediately, for example, where we reasonably believe that you have fraudulently obtained credit from CGN.
- If we are not able to help you, we will explain the reasons why in writing, if you ask us to. We do not offer credit to people under 21. Security may be required in support of loans.