

A guide to understanding your Loan Agreement

This information sheet accompanies the loan agreement (the Agreement) that Triodos Bank UK Ltd (the Bank) has sent to you, which may also be referred to as your facility agreement.

It is intended to highlight some of the key features of the Agreement, so that you can assess whether the terms of the Agreement and the loan (the Loan) are suited to your needs and your financial situation. You will also by now have received a key facts document, which you should refer to.

Please note that this information sheet is not intended to be a substitute for a proper and thorough review by you of the Agreement. This information sheet is limited to highlighting and explaining some of the key features of the Agreement, but you must read the Agreement in full and make sure that you fully understand all of the terms and conditions of the Agreement before signing it.

This information sheet is not a legally binding offer for the Loan and does not oblige the Bank to provide you with the Loan.

Structure of the Agreement

The Agreement is in two parts, the Specific Conditions and the General Conditions. The Specific Conditions contain the commercial terms that are specifically applicable to your Loan. The General Conditions contain terms which are applicable to all loans of this type made by the Bank.

The Specific Conditions and the General Conditions should be read as a single document.

Amount of the Loan

The amount of the Loan is detailed in Specific Condition 1.

Availability of the Loan

The Loan will be available for you to draw down until the date specified in Specific Condition 2. To draw the Loan you must provide the Bank with a written request containing the information specified in General Condition 3. This request must be made by not later than 10am at least three business days before you intend to draw the Loan.

You may not submit a request to draw the Loan until the Bank has received all of the documents and other information listed in Schedule 1, and you have satisfied the other conditions listed in General Condition 4.

Repayment

Specific Condition 5 and General Condition 6 sets out the method of repayment you have chosen for your loan.

Once your loan has been drawn, we will send you a repayment schedule which sets out the date and amount of each payment of principal that you must make in respect of the loan.

In any event, you must repay all amounts owed under the Agreement on or before the final date for repayment shown in Specific Condition 5.

Interest

The Agreement specifies the rate at which interest will accrue on the Loan and the dates upon which interest that has accrued must be paid to the Bank. This is set out in Specific Condition 4 and General Condition 5.

Where the Loan is to be provided by the Bank for a period of greater than ten years, the Bank may review the interest rate applied to the Loan on or around the ninth anniversary of the Agreement. Following this review the interest payable under the Agreement may be increased. Please see General Condition 5.6 for further information.

Fees

You will be required to pay certain fees to the Bank, as well as any costs that the Bank incurs in relation to the Agreement.

The fees payable under the Agreement are detailed in Specific Condition 7 and in General Conditions 8 and 9.

Ongoing obligations

You will be required to comply with certain obligations until you have repaid the Loan in full. These obligations are referred to in the Agreement as “undertakings”.

Amongst other things, these undertakings will include a requirement to provide the Bank with regular financial information, to allow the Bank access to any properties over which it has taken security and a requirement for you to insure these properties and your other assets. The Bank may also instruct a valuation of these properties at least every three years.

Full details of the undertakings applicable to the Loan can be found in Schedule 3 and General Condition 13.

The Bank’s right to call for the Loan to be repaid

If you breach the terms of the Agreement, for instance by failing to pay any amount which is due for payment, this may amount to an event of default. A full list of events of default, together with details of the Bank’s powers after an event of default has occurred, can be found at General Condition 14.

After an event of default has occurred the Loan, and all other amounts owed under the Agreement, could become repayable on demand. Accordingly, the Bank would be entitled to make a demand for the Loan to be repaid together with all other amounts due under the Agreement.

If you do not pay amounts owed to the Bank immediately following a demand, the Bank may take further steps against you to recover the outstanding sums.

Those steps could include bringing legal proceedings against you or any person or entity that has granted a guarantee in respect of the Loan.

The Bank may also take steps to enforce any security that it holds in connection with the Loan over property owned by you or any guarantor.

In addition, where an event of default has occurred the Bank will be entitled to charge additional interest at the rate set out in General Condition 5.5.

Contacting us

If you need to discuss the terms of the Agreement you should contact your relationship manager, whose contact details will be provided to you separately. If you are unable to contact your relationship manager you should contact the Bank using the contact details set out in Specific Condition 8.3.

If you are not satisfied with the standard of service that you receive from the Bank then do please tell us about your complaint. Details of our complaints procedure can be found in General Condition 28.

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