

## 7. Our right to end this agreement or take back the goods (or both)

We can (after serving you with any notice we have to give by law) end this agreement or take back the goods (as long as we get any court order we may need), or both, if any of the following apply.

- a You are late with any of your payments.
- b You have not kept to the terms of this agreement.
- c You make any application for an individual voluntary arrangement (IVA) or you become bankrupt.
- d You do anything which we have good reason to believe may put the goods, or our right to the goods, at risk.
- e Your financial position worsens, or there are circumstances which we have good reason to believe reduces, or may reduce, your ability to make the payments due under this agreement.
- f Your landlord or a bailiff takes, or threatens to take, any of the goods to cover a debt.
- g You entered into or used this agreement for the purpose of committing, or attempting to commit, fraud.
- h We discover that any of the information you have given us is false or incomplete.

## 8. What you must do if we end this agreement

If we end this agreement, you must do the following.

- a Return the goods to us. (If you do not return the goods, we may take legal action to repossess them.)
- b Make any payments which were due or overdue on the day this agreement ended (plus interest, where appropriate, for late payments up to that day).
- c Pay us an amount equal to the remaining payments that would have been due if this agreement had not ended, less:
  - any rebates which may apply once we have received the full payments due; and
  - an amount equal to the actual proceeds from selling the goods after taking off any costs involved (for example, our costs of repossessing and selling the goods).

## 9. Your right to settle this agreement early

- a You can settle this agreement early at any time by paying all the amounts due under it. If you ask us to, we will work out the amount you would need to pay and confirm this to you. The amount we confirm will be valid for the period we specify at that time.
- b You can make an extra payment to settle part of this agreement. When we receive the payment we will:
  - take the payment, and any rebate you may be entitled to, off the relevant account;
  - work out the remaining term of this agreement; and
  - send you a statement explaining the changes to this agreement.

## 10. General conditions

- a We may allow another person to take over our rights and obligations under this agreement but you cannot allow anyone to take over your rights and obligations under it.
- b If we suspend the terms of this agreement for any reason, we will confirm this in writing to you. We will also tell you, in writing, when the suspension has ended.
- c If more than one of you are named as the customer in this agreement, you are each jointly and individually responsible for meeting your responsibilities under it.
- d If you need to give us notice under this agreement, or if you would like full details of how we use your information, please write to Advantage Finance Ltd, Unit 7, Acorn Business Park, Moss Road, Grimsby, North East Lincolnshire, DN32 0LW.
- e You confirm that you have not paid a fee to any person (other than us) for arranging this agreement but agree that we can choose to do so.
- f You authorise DVLA to give us all relevant information relating to your driving record from their computerised register of drivers. This includes personal details, driving entitlements, and details of endorsements, disqualifications and convictions. The DVLA will not provide any medical information. This authority will end when this agreement ends.
- g If we ever fail to exercise all our rights under this agreement, this will not prevent us from doing so later.
- h This document contains all the terms of this agreement except those terms that automatically apply by law.
- i This agreement is governed by English law unless your address is in Scotland in which case Scottish law will apply, or your address is in Northern Ireland, in which case the laws of Northern Ireland will apply.

## 11. Charges

- a Below are details of our charges.

Charge for processing each unpaid cheque, direct debit or scheduled card payment	£12	Administration charge for dealing with each change of payment date	£5
Monthly management charge for overdue accounts	£12	Charge for sending each arrears letters (other than legal notices)	£12

- b You will pay to us on demand other reasonable charges whenever we have to pay extra costs (for example, court, solicitors' or agents' fees).
- c If you do not keep to any of your obligations under this agreement, or we have to enforce our rights under it, you will have to pay on demand our reasonable expenses that arise, or any losses we suffer, as a result.

## 12. Complaints

If you are not a business customer, you have the right to complain to the Financial Ombudsman Service. You can contact the ombudsman by writing to the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. You can also phone 0800 023 4567 or send an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). If you are a business customer, you may have a right to complain to the Financial Ombudsman Service. Please contact us if you are not sure about your rights.

## 13. Regulator

The Financial Conduct Authority is the regulator for consumer credit agreements. Their address is 12 Endeavour Square, London, E20 1JN.