|  |  |
| --- | --- |
| Without prejudice  @CustomerName@ @Address1@ @Address2@ @Address3@ @Address4@ @Postcode@ | EZBob Ltd  36 Soho square  London  W1D 3QY  Tel: 0800 011 4787  @Date@ |

Important – You should read this carefully

This is a Default Notice served under Section 87(1) of the Consumer Credit Act 1974.

EVERLINE agreement account number: @LoanRef@

Date of agreement: @LoanDate@

Original principal amount: £ @LoanAmount@

It is hereby alleged that you have breached the repayment sections of your EVERLINE loan agreement in that you did not make the following payments in full or on time:

|  |  |  |  |
| --- | --- | --- | --- |
| Payment due date | Full amount due | Amount paid | Arrears |
| @SchedDate@ | £ @AmoDueNoFees@ | £ @AmountPaid@ | £ @TotalNoFees@ |
|  |  | Total arrears: | £ @TotalNoFees@ |

This can be remedied if you submit a payment sufficient to clear the total arrears. The payment must reach EVERLINE by @Date10@.

IF THE ACTION REQUIRED BY THIS NOTICE IS TAKEN BEFORE THE DATE SHOWN NO FURTHER ENFORCEMENT ACTION WILL BE TAKEN IN RESPECT OF THE BREACH.

IF YOU DO NOT TAKE THE ACTION REQUIRED BY THIS NOTICE BEFORE THE DATE SHOWN THEN THE FURTHER ACTION SET OUT BELOW MAY BE TAKEN AGAINST YOU.

If you do not take the aforementioned steps to remedy your breach by the date specified above, EVERLINE will on or at any time after that date terminate the loan agreement and demand immediate repayment of the total balance outstanding of £ @OutstandingBalance@ plus any interest and charges due (including any such interest and charges that have become payable as a result of the aforementioned breaches), if necessary taking court action and/or instructing a collection agent to recover the debt.

IF YOU HAVE DIFFICULTY IN PAYING ANY SUM OWING UNDER THE AGREEMENT OR TAKING ANY OTHER ACTION REQUIRED BY THIS NOTICE, YOU CAN APPLY TO THE COURT WHICH MAY MAKE AN ORDER ALLOWING YOU OR ANY SURETY MORE TIME.

IF YOU ARE NOT SURE WHAT TO DO, YOU SHOULD GET HELP AS SOON AS POSSIBLE. FOR EXAMPLE YOU SHOULD CONTACT A SOLICITOR, YOUR LOCAL TRADING STANDARDS DEPARTMENT OR YOUR NEAREST CITIZENS’ ADVICE BUREAU.

THIS NOTICE SHOULD INCLUDE A COPY OF THE CURRENT FINANCIAL CONDUCT AUTHORITY INFORMATION SHEET ON DEFAULT. THIS CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND WHERE TO GO FOR SUPPORT AND ADVICE. IF IT IS NOT INCLUDED, YOU SHOULD CONTACT US TO GET ONE.

NOTICE OF DEFAULT SUMS

The Consumer Credit Act 1974 requires us to send you this notice because you have incurred the following default sums under your loan agreement:

|  |  |  |
| --- | --- | --- |
| Description of default sum | Amount | Date payable |
| Late fees | £ @FeeAmount@ | @Date@ |

This Notice does not take account of default sums which we have already told you about in another default sum notice whether or not those sums remain unpaid.

Interest

We are not entitled to charge you interest on the default sums for the first 28 days after we have given you this notice. However if the sum is not paid in full by that date interest will be charged at the rate of 6%.

Yours sincerely

EZBob Ltd