

RECOURSE GENERAL CONDITIONS

1 PAYMENTS TO YOU

- I.1 *We will pay You the Price of each Debt as described in this Agreement. We will do this by making payments accessible in Your Available Funds provided Your Available Funds, the Funding Limit and any High Involvement are not exceeded. If any of them are You will pay the excess to Us when We demand it. We will pay You as follows:-*
- (A) *a Prepayment for all Unpaid Approved Debts, on the Working Day after We receive Your Debt Schedule for such Debts;*
 - (B) *the amount or balance of the Price of Debts (after taking away any Prepayment made to You for them), on the Working Day after We Collect them.*
- I.2 *Unless We agree otherwise in Writing We will only pay the Price for each Debt in sterling. If a Debt is not payable in sterling:-*
- (A) *You will indemnify Us on demand for Our exchange rate losses (if any);*
 - (B) *We may provisionally work out the Price of that Debt using the exchange rate for this described in Condition 1.3;*
 - (C) *when converting any Collection for that Debt into sterling We will work out the Price using the exchange rate for this described in Condition 1.3. This means that this Price may alter from that worked out under Condition 1.2(B).*
- I.3 *The exchange rate for use under Condition 1.2(B) is the rate We want to buy the relevant currency when We credit the relevant Debt to the relevant Records. The exchange rate for use in Condition 1.2(C) is the rate We want to buy the relevant currency when We debit the Collection to the relevant Records.*

2 TELLING US ABOUT DEBTS AND CREDIT NOTES

- 2.1 *Unless We require otherwise You must only Tell Us about Debts which are not Excluded Debts. You must do this only once and will do it:-*
- (A) *on the Start Date, for Debts then existing;*
 - (B) *within 2 days of invoicing the Debt (or, if later, immediately after You become its owner), for Debts not existing on the Start Date.*
- 2.2 *When Telling Us about a Debt You will automatically make the Promises to Us set out in Condition 6.2. If You cannot do this for a particular Debt You must Tell Us about it separately, mark the relevant Debt Schedule "NOT PROMISED" and set out on it the Promises You cannot make.*
- 2.3 *Telling Us about a Debt creates a specific assignment of it to Us which enables Us, if We choose, to get a legal assignment of it. This does not affect the general transfer to Us of ownership of all of Your Debts under section B (Transfer of Debts) of the Agreement Particulars.*
- 2.4 *Whenever You send Us a Debt Schedule (using whatever method), You will be treated as giving the following notice to Us:-*
- "Pursuant to the terms of the Invoice Finance Agreement between You and Us (including the Conditions currently in effect) We hereby assign to You the Debts evidenced by the invoices detailed in this Debt Schedule and confirm that We have complied with all Our Promises in the Invoice Finance Agreement between us for You to buy Our Debts. The Transaction (if any) under which each Debt arises and Our obligations relating to such Debt have been fully carried out."*
- 2.5 *With each Debt Schedule You will send Us a copy of the invoices for the Debts it Tells Us about and such other documents evidencing those Debts We require. Such documents may include proof that You have completely carried out any Transaction and all of Your obligations relating to the Debts. This applies unless the Special Conditions say otherwise, We tell You in Writing that it does not apply or You send Us a Debt*

Schedule using the *Electronic Facility* (when *We* must receive the required invoices and documents within 2 days of the *Debt Schedule* being sent).

- 2.6 *You* must issue all credit notes as soon as the relevant credit is due, *Tell Us* about them on a *Credit Note Schedule* within 2 days of this and give *Us* a copy of each credit note.

3 CREDIT LIMITS

Setting Limits

- 3.1 *We* may set (and alter) a *Credit Limit* for a *Customer*. Unless *We* explicitly give one such limit will be zero. *You* must truthfully and accurately tell *Us* everything *You* know or should know might influence *Us* in setting or continuing a *Credit Limit*. *We* will choose the method to tell *You* *We* have acted under this Condition 3.1 and need not give *You* any reason for any decision *We* make under it.
- 3.2 *You* can ask *Us* (verbally or in *Writing*) to set, or alter, a *Credit Limit*. If *You* do *You* must give *Us* all information *We* ask for and the *Credit Limit* *You* want.

Exceeding and Altering Limits

- 3.3 *Credit Limits* only cover *Debts* created after they are set. If at any time *Unpaid Debts* created after this exceed that *Customer's Credit Limit*, the excess amount will be *Disapproved Debts*.
- 3.4 *Debts* fall within or outside *Credit Limits* based upon invoice date (earliest before latest).
- 3.5 *We* are not a credit reference agency. *Us* setting a *Credit Limit* is no indication of a *Customer's* ability to pay. *You* will tell no one, including *Your Customers*, anything about any *Credit Limit* (including if it exists).

Approved Debts

- 3.6 An *Approved Debt* will automatically become a *Disapproved Debt*:-

- (A) when its *Approval Period* ends;
- (B) on the *Insolvency* or threat of proceedings for or other steps towards *Insolvency* of the *Customer*;
- (C) if *You* break any *Promise* relating to that *Debt*; or
- (D) when this *Agreement* ends.

We may at any time treat all or any part of an *Approved Debt* as a *Disapproved Debt*. If an *Approved Debt* becomes a *Disapproved Debt* *You* must at once *Repay* it in the currency of the *Current Account* relating to it. If *We* require it *You* will also then pay any other amounts *You* owe *Us*.

- 3.7 If at any time a *Customer's Unpaid Debts* exceed that *Customer's Credit Limit* but any report or account *We* give to *You* describes such excess as an *Approved Debt* the excess will only be an *Approved Debt* so far as it is within the relevant *Credit Limit* and does not break the *High Involvement*.
- 3.8 Where Condition 3.6 applies *We* may reassign the relevant *Debt* to *You*. This will be begun by *Us* making the appropriate entries in the *Records* for its *Notified Value*. *You* will not own such *Debt* until *We* are paid in cleared funds for it and for all other *Debts* *We* are reassigning to *You* at such time.
- 3.9 *We* need not try to recover from the *Customer* or anyone else before using *Our* rights under Condition 3.8.
- 3.10 *We* may reassign to *You* any *Debt* to which *We* believe the *Scheme* applies. As consideration for this *You* will pay *Us* its VAT element which *We* believe is recoverable under the *Scheme* and any recovery (other than VAT) *You* receive relating to it (holding such recovery on trust for *Us* before doing so). *You* will use *Your* best endeavours to recover sums available to *You* in relation to such *Debt* (and agree that *We* may lodge a proof in *Your* name in the *Customer's Insolvency*).

4 ACCOUNTING AND PAYMENTS TO YOU

General

- 4.1 We will keep such *Records* and in such currencies as *We* think fit. The *Records* will include:-
- (A) **A Client Account:** showing what *We* owe *You* if all *Unpaid Debts* are *Collected* in full and to which *We* will debit all *Fees*. Amounts entered on this account will be treated as *Prepayments* to which *Our Discount* as applied to *Your Current Account* will apply. Such amounts may include amounts owed by *You* to *Us* whether or not under this *Agreement* including ones *You* owe which have been assigned to *Us* and amounts owed by *You* to any *Bibby Group Company* and *We* may set off all amounts so entered against sums *We* owe *You*. This applies whether at the relevant time such amounts are actually payable or payable potentially or conditionally and whether or not *We* guarantee payment of any amount owed by *You* to any *Bibby Group Company*. If unknown *We* may estimate and enter any such amount. By signing this *Agreement* *You* request and authorise *Us* to give any such guarantee;
 - (B) **A Current Account:** showing what *You* owe *Us* or *We* owe *You*. Its balance may suggest that *You* have paid charges *You* owe to *Us* but this is only a notional position. *We* will not regard *Fees* as paid unless this *Agreement* ends with all other amounts *You* owe under it having also been paid as well as such *Fees*. Any amount unpaid when the *Agreement* ends will be regarded as representing unpaid *Fees* save to the extent that it exceeds *Fees* incurred during the period of the *Agreement*. No interest is due on any amount *We* owe. If *You* owe more than the amount worked out by applying the *Prepayment Percentage* and *High Involvement* to the *Unpaid Approved Debts* at any time *You* will pay *Us* the difference on demand;
 - (C) **A Sales Ledger Control Account:** showing when *We* receive *Collections* (but when calculating *Our Discount* receipt will be deemed 6 *Working Days* after this). It may include the *Price* *We* expect to pay for a *Debt* but this may need altering to reflect the final *Price* *We* must pay.
- 4.2 We may at any time combine all *Records* into a single account and require *You* to pay the net balance to *Us* on demand. If such combination produces an amount *We* owe *You* *We* may pay this to *You* or withhold it against amounts *You* owe *Us* (and whether at the relevant time actually payable or payable potentially or conditionally). *You* will indemnify *Us* on demand for sums *We* pay under a guarantee *We* give a *Bibby Group Company* of sums *You* owe.
- 4.3 We reserve the right not to make any payments to *You* for any *Debts* while *You* are *Insolvent* or proceedings for or other steps towards *Insolvency* are threatened or pending against *You*.
- 4.4 *You* will be given such information regarding this *Agreement* and using such method as *We* agree with *You*. Unless *You* dispute any such information as inaccurate within 15 days of it being sent to *You* (or published on *Our Electronic Facility*) *You* cannot dispute it unless the error is obvious. A certificate of *Our* company secretary or one of *Our* directors of any account balance, any loss *We* suffer or amount *You* owe *Us* is conclusive unless containing an obvious or legal error.

5 NOTICE TO CUSTOMERS AND COLLECTION OF DEBTS

- 5.1 Unless *We* agree that *You* will be *Our* agent for collecting and enforcing payment of *Debts* *We* will collect and enforce as *We* choose. *You* will accept whatever decisions *We* make in doing this even if they reduce the *Price* of a *Debt* or result in a *Debt* being settled for less than its *Notified Value*.
- 5.2 If *We* require *You* to act as *Our* agent:-
- (A) *We* will indicate this (and *Your* duties) by stating in the *Agreement Details* that *You* will be *Our* Collection Agent or by giving *You* *Our* authority (by letter);
 - (B) this will be a personal appointment for that purpose only;
 - (C) *You* will at *Your* expense carry out *Your* duties promptly and efficiently;
 - (D) *You* will keep for *Us* such records of the *Debts* and give such information to *Customers* and to *Us* as *We* require; and

- (E) *You* will pay into such bank account as *We* require (which, if *We* require it, will be written in trust for *Us* and in relation to which *We*, or *Our* nominees, shall be the only authorised signatories) all amounts received by *You* in relation to the payment of *Debts* assigned to or held in trust for *Us* under this *Agreement* without otherwise dealing with them and pending such payment will hold and deal with all such amounts as required by Condition 6.1(J).
- 5.3 *We* may at any time end *Your* agency verbally or in *Writing*. As a genuine estimate of *Our* extra work due to *Your* agency ending *We* may charge *You* a fee of 10% of the *Notified Value* of all *Debts Unpaid* when it ends and of all *Debts You Tell Us* about after this.
- 5.4 *You* will write to all *Customers* who pay *You* by BACS, CHAPS or any other form of electronic transfer using wording which *We* will provide to *You*, giving them *Our* bank account details and telling them to make payment of *Debts* to such account. If the *Agreement Details* say that notice to *Customers* is required *You* will ensure that every invoice, statement or other document *We* specify has such notice as *We* require that *We* own the *Debts*. *We* may tell *Customers* that *We* own the *Debts* when and using such method as *We* choose.
- 5.5 *We* may:-
- (A) allocate any *Collection* or *Reduction* as *We* choose;
 - (B) pay a *Customer* any credit balance due to them (which until this will be a potential liability *You* owe *Us*);
 - (C) take possession of and sell (on terms *We* choose) any *Returned Goods*, treating the net proceeds as a *Collection* relating to the relevant *Debt*; and
 - (D) (in *Our* or *Your* name) contact *Customers* to verify *Debts* and take, carry on or settle any action to recover or dispute relating to any *Debt* as *We* wish.
- 5.6 *You* will fully assist *Us* in collecting *Debts* and any *Returned Goods* and in protecting *Our* rights.

6 YOUR PROMISES

Undertakings

- 6.1 *You* agree that whilst this *Agreement* continues and after it ends until *We* have been paid all sums *You* owe to *Us*:-
- (A) unless *We* give *Our* prior written consent (by letter):-
 - (i) the payment terms agreed with any *Customer* will not be better than those described in *Your Payment Terms* and *You* will not vary any of them for any *Debt* after *Telling Us* about it;
 - (ii) *You* will not issue any credit notes of more than the *Credit Note Limit* (and will stop issuing any if *We* ask *You* verbally or in *Writing*);
 - (iii) English law will govern every *Transaction* and *Debt*;
 - (B) each *Debt* can be transferred to *Us*, is due in sterling (unless *We* give written consent, by letter, to payment in an *Approved Currency*) and no other person has any *Other Interest* in it;
 - (C) the *Notified Value* of each *Debt* will be fully paid when due and without retention, dispute, set-off, deduction or counterclaim;
 - (D) *You* will *Tell Us* separately of each *Export Debt* and *Debt* payable in an *Approved Currency* and of each *Debt* all or part of which relates to interest or any amount payable under the Late Payment of Commercial Debts (Interest) Act 1998 (with a breakdown of such interest or amount);
 - (E) *You* will tell *Us* at once of any:-
 - (i) information *We* ask in relation to a *Customer*, *Debt* or a *Transaction*;
 - (ii) *Promise* which *You* break;

- (iii) change of *Control* (actual or proposed and direct or indirect) of *Your* business or that of any *Associate* or *Guarantor* or in the identity of *Your Associates*;
 - (iv) proceedings or other steps for or towards *Insolvency* being begun or threatened against any *Relevant Party*;
 - (v) taking or threat of steps towards or actual enforcement of any *Other Interest* or any floating charge becoming fixed over any part of *Your* assets or undertaking;
 - (vi) change of address of, and material information about the creditworthiness of, a *Customer*;
 - (vii) dispute *You* have with a *Customer* (with full details of such dispute); and
 - (viii) *Returned Goods* which are in *Your* possession;
- (F) *You* will not, unless *We* consent (by letter), allow to exist any *Other Interest* over *Your* present or future assets or factor, discount, declare in trust or otherwise dispose of any *Debts* (or allow any *Associate* to factor, discount, declare in trust or otherwise dispose of any present or future debts or other amounts owing to them);
- (G) *You* have and will comply with all terms of this *Agreement* and with all procedures *We* specify relating to its operation;
- (H) if *We* ask *You* will transfer to *Us* ownership (not *Ours* under the *Linked Rights*) of goods the subject of a *Debt* (and *We* will be deemed to have asked this on *Your Insolvency*);
- (I) *You* will be properly registered under the *DPA* and will ensure that all information relating to this *Agreement* or a *Debt* is processed by *You* as required by the *DPA* and get all relevant consents for *Us* to receive and process information for the purposes set out in Condition 12.6;
- (J) *You* will hold any payment *You* receive in any way relating to a *Debt* in trust for *Us* and:-
- (i) deliver to *Us* at once the actual cash, cheque, instrument or other form of payment or pay it into such bank account as *We* require and will if necessary endorse such payment to *Us* before such delivery;
 - (ii) until it is so delivered keep it separate from *Your* other money and not, under any circumstances, deal with, negotiate it or pay it into any account including *Your* own bank account; and
 - (iii) *We* may notify anyone of such trust;
- (K) *You* will allow *Our* bankers to credit to *Us* amounts made payable to *You* (and give any indemnity or written confirmation *We* require relating to this);
- (L) *You* will take reasonable care in granting credit to each *Customer* ignoring in doing so whether or not any *Debt* will or may be covered by any credit insurance policy;
- (M) *You* will take all reasonable steps to minimise *Our Disbursements* and loss caused by a *Debt* not being *Collected* in full by the date when payment is due; and
- (N) *You* will keep proper books and records of account and ensure that they contain appropriate entries in them recording the sale to *Us* of the *Debts*.

Warranties

6.2 Except for *Debts You Tell Us* about separately under Conditions 2.2 or 6.1(D), by *Telling Us* about a *Debt You* warrant that:-

- (A) the *Transaction* (if any) creating that *Debt* and the *Debt* itself are genuine, lawful, valid and binding, made on *Your Payment Terms* and:-

- (i) the goods have been delivered to the *Customer* and the services have been completely carried out which are the subject of that *Transaction* or *Debt* or both and no other person has any *Other Interest* in such goods, services, *Transaction* or *Debt*;
 - (ii) the *Debt* is not an *Excluded Debt*;
 - (iii) the *Debt* relates to an established place of business which the *Customer* has in the *UK* or, if *We* have agreed to buy *Your Export Debts*, in an *Accepted Country*;
 - (iv) *You* have given *Us* complete and accurate details of the *Transaction* and the *Debt*;
 - (v) the *Customer* which owes the *Debt* is not *Insolvent*; and
 - (vi) the *Debt* is one to which this *Agreement* applies;
- (B) *You* own the *Debt* and can lawfully transfer ownership of it to *Us* free of any *Other Interest* save *Our* own interest;
- (C) before this *Agreement* was made *You* told *Us* in *Writing* everything *You* knew or ought to have known might influence *Us* in deciding to enter it (on its terms or at all) or in accepting any person as *Guarantor* and that *You* will tell *Us* at once of anything which might change any such decision;
- (D) all *Accounts Information* and other financial information about *Your* business or that of an *Associate* or *Guarantor* given to *Us* before the *Start Date* or which *You* give to *Us* while this *Agreement* continues are, and will be, accurate and fairly represent the financial position of the person to which they relate;
- (E) if, as *We* may, *We* require *You* to get a credit insurance policy and to assign to *Us* the benefit of such policy:-
- (i) *You* will sign and deliver to *Us* the documents necessary for such assignment;
 - (ii) the proposal *You* sent to the insurer upon the basis of which the policy was issued was complete and correct in every way;
 - (iii) *You* have disclosed to the insurer all information which *You* know or ought to know might influence the insurer in providing cover under the policy and will continue to do so while this *Agreement* continues;
 - (iv) *You* have fully complied with the policy, there have been no acts or omissions which might invalidate it and *You* will deliver the original policy to *Us* if *We* ask;
 - (v) the policy will cover all *Debts* owned by or held in trust by *You* for *Us* and *You* will promptly make and recover all claims relating to *Debts* which *You* have the right to make under the policy; and
 - (vi) *You* will send *Us* copies of all communications between *You* and the insurer at once after *You* receive or send them;

and while this *Agreement* continues *You* will comply with the above warranties as though repeated on each day, pay all premiums when due, deal with any sums *You* receive under any such policy as a payment under Condition 6.1(J) and tell *Us* at once if the policy becomes void or is cancelled or lapsed.

7 RECORDS AND INFORMATION

7.1 *You* will give to *Us*:-

- (A) *Debt Information* at once when *We* ask *You*;
- (B) such financial information about *You* at intervals and for such periods as *We* may ask; and
- (C) *Your Accounts Information* when available but not later than 4 months after (but not including) the last day of each of *Your* accounting periods which end while this *Agreement* continues. *Your Accounts Information* provided under this Condition must be:-

- (i) (if *You* are a company or LLP which must or does file audited accounts) audited and contain a directors report;
- (ii) (if *You* are a partnership or a sole trader or are a company or LLP which need not and does not file audited accounts) certified as true and correct by a firm of chartered or certified accountants.

7.2 *We* may at any time enter any premises *You* use to get, copy, remove or audit (at *Your* cost) any of the information referred to in Condition 7.1 and to inspect goods and *Returned Goods*.

7.3 *We* may disclose to such persons as *We* think appropriate including *Your* financiers, auditors, accountants, *Guarantors*, *Credit Agencies*, insurers and other professional advisers and to any *Bibby Group Company* and its financiers (and they may disclose to *Us*) such information about *You* as *We* or they have. *You* confirm that *You* have given (or, where such persons' identity alters, will at once give) all necessary instructions to allow this. If *We* ask *You* will at once instruct *Your* auditors or accountants at *Your* expense to report to *Us* directly about *Your* financial position.

8 OUR CHARGES

8.1 *You* will pay *Us* the charges on the payment dates set out in the *Charging Details* and will indemnify *Us* on demand against:-

(A) all *Disbursements*; and

(B) any increase from time to time in the cost to *Us* of the funds *We* obtain to provide *Prepayments* to *You* under this *Agreement* including to the discount or interest rate or other costs, charges, fees and expenses relating to such funds (whether such *Prepayments* are in existence at the time of, or made after, such increase).

8.2 *Our Discount* will be calculated on the debit balance on *Your Current Account* and then debited to *Your Client Account*.

8.3 *We* may vary the *Factoring Fees*, the *Minimum Factoring Fees* and the *Annual Review Fee* (or any of them) by giving *You* 30 days notice in *Writing* at any time after *We* consider that either of *Our* risk in, or costs of, operating this *Agreement* have altered. If the *Factoring Fees* for a period are less than the *Minimum Factoring Fees* for that period set out in the *Charging Details* (or varied under this Condition) *You* will pay *Us* the shortfall on the payment date for this set out in the *Charging Details*. *We* may debit *Your Client Account* with the shortfall *We* believe will happen in any later period.

8.4 A *Debt* may not be payable in sterling but *We* may be paying the *Price* of it in sterling. If so any *Fee* which is a percentage of the *Notified Value* of the *Debt* will be applied to the *Price* of the *Debt* worked out under Condition 1.2(B).

8.5 If (i) this *Agreement* ends earlier than *You* could end it under Condition 10 or (ii) a *Termination Event* happens, then for the period from either such event until the time to which this *Agreement* should continue under Condition 10 *You* will, if *We* ask, pay *Us* (for lost *Factoring Fees*) the greater of:-

(A) the *Minimum Factoring Fees* *You* would have had to pay (less the *Factoring Fees* already taken by *Us* for that period); and

(B) the *Factoring Fees* *You* would have had to pay for that period if payable at an amount per *Month* (or part *Month*) equal to (i) if the *Agreement* has continued for at least 6 *Months*, the total *Factoring Fees* charged to *You* in the 6 *Months* immediately before this *Agreement* ended or the *Termination Event* happened divided by 6; or (ii) if this *Agreement* has not continued for at least 6 *Months*, the *Factoring Fees* equal to the total *Factoring Fees* charged to *You* under this *Agreement* divided by the number of full *Months* for which it has continued or did continue.

8.6 If *We* agree to alter this *Agreement* or to provide extra services, reports or facilities for which *You* ask *Us* *You* will pay *Us* such fees for this as *We* ask. This includes if *We* make any payment to *You* which is more than or made more quickly than is required under Condition 1.1.

8.7 *You* will pay all VAT due on amounts payable by *You* under this *Agreement*. No *Fees* will be refunded.

9 ELECTRONIC FACILITY

- 9.1 This Condition 9 applies only if the *Agreement Details* state that *You* want the *Electronic Facility* or *We* and *You* agree in *Writing* that it will apply.
- 9.2 While this *Agreement* continues *We* give *You* a non-exclusive personal licence to use the *Electronic Facility* on *Your* own computer equipment on terms *We* specify from time to time in relation to and while this *Agreement* continues. *We* may alter, suspend or withdraw the *Electronic Facility* without notice or liability.
- 9.3 *We* may charge *You* for working on or giving *You* new *Electronic Facility* versions/updates because *You* incorrectly use versions/updates.
- 9.4 All *Messages* *You* send must be correct and complete, identify the sender and recipient and have verifiable authenticity. *We* may rely on any *Message* *You* appear to have sent.
- 9.5 *We* and *You* agree to:-
- (A) tell the other at once if it believes there has been defect, fraud or security breach in or resulting from any *Message* or any breaking of Condition 9.5(C) and to co-operate in seeking a remedy as soon as possible;
 - (B) use all reasonable endeavours to ensure its computer system is virus free, *Messages* are properly stored and can only be accessed and retrieved by authorised persons and to tell the other at once if it believes that such obligations have been or may be broken;
 - (C) not tell anyone how the *Electronic Facility* works (including its security procedures), keep proper security systems for the *Electronic Facility* and accept all *Messages* as genuine and as if signed and physically delivered unless corrupted by a proven technical failure;
 - (D) if a *Message* is believed not to be intended for the recipient they will delete it (but not the record of its receipt) and tell the sender (and the other of *You* or *Us*) at once; and
 - (E) keep a record of all *Messages* in a form *We* require, hold this unchanged for 12 months after this *Agreement* ends and provide it to the other when asked. *Our* record of *Messages* will be conclusive except for any obvious errors in it.
- 9.6 *You* accept that:-
- (A) *We* can update information on the *Electronic Facility* at any time without liability to *You* and that whatever it shows *We* will only pay *You* as this *Agreement* describes;
 - (B) *We* will not be liable for any delay by *Us* which is caused directly or indirectly by:-
 - (i) any failure or fault of equipment, software, telephone line or other communication system (whether *Ours* or others);
 - (ii) any error or discrepancy in any *Message* *We* receive; or
 - (iii) any unforeseen event including one in Condition 15.2.
- 9.7 *You* will indemnify *Us* on demand for all *Disbursements*, lost expected savings and damaged goodwill arising from *You* sending or *Us* receiving a *Message* or *Us* relying on incorrect information in a *Message* or not receiving a *Message* from *You*.

10 AGREEMENT PERIOD

- 10.1 Unless ended by *Us* because a *Termination Event* happens this *Agreement* will continue from (and including) the date it is made for the *Minimum Period* after which *We* or *You* can end it at any time by giving an *End Notice* to the other expiring on the last day of a *Month*.
- 10.2 If *We* agree in *Writing* that *You* can end this *Agreement* without it continuing as set out in Condition 10.1 *You* will pay *Us* such sum as *We* require in return for this.

11 ENDING AGREEMENT

Termination Events

11.1 *We* may end this *Agreement* at once by giving *You* notice in *Writing* at any time after:-

- (A) *You* (or any *Associate*) threaten to, or do, break any agreement *with Us* or any *Bibby Group Company*;
- (B) *You* do not *Tell Us* of any *Debts* for 14 consecutive days;
- (C) *You* threaten to, or do, stop carrying on *Your* business or change the *Nature of Your Business*;
- (D) *You* do not pay when due any financial facility or any such facility is declared due before the date for payment stated in it or *You* repay without *Our* consent (by letter) any loan to *You* by an *Associate*;
- (E) the *Insolvency* or threat of *Insolvency*, death or any legal disability of any *Relevant Party* (except a *Customer*) or any *Guarantor* giving notice of termination of a *Guarantee*;
- (F) any change (direct or indirect) in *Your* ownership, *Control*, composition or constitution, directors, partners, members, financial position or operating performance which *We* think materially prejudices *Us*;
- (G) any of *Your* creditors applies for a court order against *Us*;
- (H) any waiver, consent, ranking, release, subordination or priority arrangement *We* obtain from anyone holding any *Other Interest* over *Your* assets ends or it is threatened that it will end;
- (I) *You* or any third party breaks or ends any *Promise*, representation, warranty or undertaking given to *Us* in relation to this *Agreement* or its continuance;
- (J) any of *Your* directors, partners or members is disqualified from being a director; or
- (K) *You*, any of *Your* shareholders, directors, shadow directors, members or partners or any *Guarantor* is charged with an offence involving dishonesty.

Effect of Termination Event

11.2 On or after a *Termination Event* (whether or not *We* end this *Agreement*) and without limiting *Our* other rights *We* can do all or any of the following (with or without giving *You* notice in *Writing*):-

- (A) not make any further payments to *You* and require *You* to pay *Us* at once all amounts *You* owe *Us* (whether or not under this *Agreement*);
- (B) require *You* to buy back any *Unpaid Debts* for a price equal to the aggregate amount payable by *You* under Condition 11.2(A) (*You* not becoming their owner until *You* have paid such amount to *Us* in cleared funds);
- (C) increase *Our Discount* by 2% (to cover *Our* increased risk); or
- (D) reserve for any liabilities *We* think *You* may owe *Us*.

11.3 If *You* become *Insolvent* or stop trading and *Our* charges under Condition 8.5 are then less than 15% of the *Notified Value* of all *Debts* then *Unpaid We* may charge *You* the difference as a genuine estimate of *Our* likely loss from extra work in collecting *Debts*.

11.4 After receiving an *End Notice* from *You* *We* will have the same rights as those in Condition 11.2(D). If this *Agreement* ends other than due to a *Termination Event* *You* must buy all *Unpaid Debts* then existing for the amount in Condition 11.2(B). This *Agreement* will apply to and *You* will not be the owner of such *Debts* until *We* are paid in cleared funds for them all.

11.5 *You* will indemnify *Us* against any claim by a *Customer* to repayment of any sum *We Collect* whether *We* are aware of such claim before or after this *Agreement* ends.

11.6 If this *Agreement* or any of the services *We* provide under it ends *Our* or *Your* rights or obligations which then exist (including *Our* right to recover *Our Discount* until *You* have fully carried out all *Your* obligations to *Us*) will not be affected.

12 UNLIMITED PARTNERSHIPS AND INDIVIDUALS

Unlimited Partnership

12.1 Where *You* are an unlimited partnership as identified in the *Client Details*:-

- (A) *Your* obligations in this *Agreement* will be joint and several obligations of the partners as well as obligations of the partnership. "*You*" and "*Your*" will be read as referring to each partner and the partnership;
- (B) *You* confirm that the *Client Details* list all of the partners details as at the *Start Date*. *You* will tell *Us* (by letter) at once of any proposed changes to the partners or partnership name and will make sure that on becoming a partner each new partner signs all documents that *We* require to bind him to this *Agreement*;
- (C) until they are satisfied, each partner will be responsible for *Your* liabilities under this *Agreement* (actual, conditional, present, future or otherwise). If *Your* partners change *We* may treat this *Agreement* as continuing as if there were no such change; and
- (D) *We* may agree anything relating to this *Agreement* with any partner(s) without affecting *Our* rights against the others and treat a notice or demand by *Us* on *You* or on any partner and a notice by *You* to *Us* as given to (and by) each partner.

Sole Trader

12.2 If *You* are a sole trader as identified in the *Client Details* *You* must not enter into a partnership without *Our* prior consent given by letter.

Sole Traders and Unlimited Partnerships

12.3 If *You* are a sole trader or an unlimited partnership:-

- (A) *You* will:-
 - (i) indemnify *Us* against any *Disbursements* *We* incur in registering this *Agreement*;
 - (ii) tell *Us* (by letter) at once if *You* move *Your Business Address* or change *Your Trading Style* and then sign such documents as *We* may require;
 - (iii) tell *Us* (by letter) of any business in which *You* are interested and if *We* ask ensure that it sells its debts to a *Bibby Group Company*;
- (B) *You* confirm that *Your Residential Address* in the *Client Details* is correct and that *You* will tell *Us* (by letter) at once of any changes (including in any changed address about which *You* tell *Us* under this Condition); and
- (C) this *Agreement* binds *Your* executors, administrators, personal representatives and other persons acting for *You*.

Data Protection

12.4 *You* agree to *Us* and any *Bibby Group Company* storing and processing in any way information about *You* to carry out certain activities. Such activities are administration, service and product development, training, marketing, credit and financial assessment, market and product analysis, preparing statistics, protecting interests, insurance claims, audit, preventing fraud and money laundering and operating this *Agreement* including making payments and recovering monies in relation to it. *You* accept that information may be passed by *Us* and any *Bibby Group Company* to persons based outside the European Economic Area where data protection laws may be less demanding than those in the *UK*.

- 12.5 We may search Your record kept by a Credit Agency including to check any application by You to Us. Others making searches will see details of Our searches and We and others may use searches to prevent fraud or money laundering or make credit decisions about You. If You give or are involved in Us being given inaccurate information and We suspect fraud, We may record this with a Credit Agency. Such information, and information referred to in Condition 12.6(A) below, may be shared with other organisations.
- 12.6 We may give information about You, this Agreement and any Debts and Customers to:-
- (A) a Credit Agency, for it and others searching its records to use to help make decisions about You, Your associated businesses or household's members;
 - (B) services providers (including Our or Your insurers for underwriting or claims purposes (who may pass it to persons they deal with and to users of their services and give Us information and personal data from their own sources)), to help them carry out their services;
 - (C) legal and tax advisers and persons in relation to any Small Firms Loan Guarantee Scheme application relating to You, to help provide their services;
 - (D) any actual or potential Guarantor, to assess their obligations to Us or so that We can enforce such obligations against them;
 - (E) bankers, financiers or other advisers acting for Us or You, so that they can carry out their services to Us or You;
 - (F) any person to whom We may wish to transfer the Debts or Our rights and obligations (or either) under this Agreement, or from who You may wish to obtain a facility, to make such transfer or facility possible;
 - (G) any Bibby Group Company, to assess Your financial position or consider offering other facilities to You; and
 - (H) any person We are allowed or required to do so by law.
- 12.7 If You do not wish Us or other Bibby Group Companies to contact You about services for market research or of possible interest to You please tell Our Data Protection Compliance Officer (details in Condition 12.9). We will not pass information about You to others for direct marketing.
- 12.8 We may monitor and/or record Your phone calls to Us for training or security purposes. Such recordings belong to Us.
- 12.9 If You want details of the Credit Agencies and other persons described in this Condition 12, please contact the Data Protection Compliance Officer, Bibby Group of Factors, Packington House, 3-4 Horse Fair, Banbury, Oxfordshire OX16 0AA, telephone 0800 919592 or such other address or telephone number as We tell You. You have a right to a copy of the information We hold about You if You write to such Officer. A fee will be payable.

13 TRANSFERS AND INFORMATION DISCLOSURE

- 13.1 You cannot transfer, delegate, novate, create any Other Interest over or otherwise deal with Your rights or obligations under this Agreement unless We consent (by letter).
- 13.2 You consent to Us transferring, delegating, novating, creating any Other Interest over or otherwise dealing with Our rights and obligations under this Agreement. We may disclose this Agreement and any information relating to it to any person with whom We have done or propose doing any thing described in this Condition and any party involved in this. This will include Our financiers and any security trustee, agent or finance arranger involved in any financing which relates to this Agreement, Our business or that of any Bibby Group Company.

14 SERVICE OF NOTICES

- 14.1 Any notice or demand on You by Us will be validly served if:-

- (A) personally delivered to *You* or any of *Your* officers, members or partners and taking effect when delivered;
- (B) posted or sent by fax or e-mail to *Your Service Address* or such other *UK* address *You* tell *Us* about (by letter) for the purpose of this Condition; taking effect (if posted) no later than 10am on the next *Working Day* after being posted and (if faxed or sent by e-mail) when sent.

14.2 Notice by *You* to *Us* must be by letter sent to *Us* by recorded delivery post. It will be effective at the time it is recorded as received by *Us* at *Our* registered office.

15 MISCELLANEOUS

- 15.1 *We* may alter the *Conditions* at any time by making such altered *Conditions* available on *Our Website* or, if *We* choose, posting a copy of them to *You*. Such altered *Conditions* will take effect on being made so available or being posted (as appropriate). *You* are obliged to check our *Website* regularly for any variations to the *Conditions* made available there.
- 15.2 *We* will not be liable for any loss or damage, including consequential or indirect loss, injury or damage or lost anticipated savings caused for whatever reason or if *We* do not carry out *Our* obligations under this *Agreement* due to an unforeseen event. This will include any situation outside *Our* or a *Customer's* reasonable control and any natural disaster, currency restrictions, exchange control, governmental or other legal or official requirements, act of God, war, terrorism, revolution, strike, industrial action or failure of computer, postal, communications or banking services.
- 15.3 All payments due from *You* under this *Agreement* will be made when due without deduction, withholding or set off. If any deduction or withholding is required by law, *You* will increase *Your* payment to *Us* so that *We* receive the full amount due before such deduction or withholding.
- 15.4 Any failure or delay by *Us* at any time or times to require *You* to perform any provision of this *Agreement* will not affect *Our* right to enforce it at a later time.
- 15.5 If *You* owe *Us* any amount (whether actually, potentially or conditionally) in a currency other than that of the account to which it is to be debited or accounts held in different currencies are to be combined *We* may use the middle spot rate of exchange quoted by *Our* bankers in London at the time of debit or combination.
- 15.6 Only a party to this *Agreement* may enforce it and the operation of the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 15.7 *You* agree that this *Agreement* is reasonable but that if any part is found to be invalid no other part will be affected.
- 15.8 This *Agreement* contains all the terms *We* have agreed with *You* to the exclusion of any agreement, representation or statement made by *Us* before it was made. *You* agree that *You* have not relied on any representation, understanding or agreement (written or oral) not set out in this *Agreement*. Nothing in this *Agreement* excludes liability for fraud. If *We* have been introduced to *You* by a third party *We* have no responsibility for *Your* dealings with that third party even though *We* may pay a commission to them.
- 15.9 This *Agreement* may be signed by *You* and *Us* on any number of copies each in identical form but will not take effect until each of *You* and *Us* has executed at least one copy. Each copy signed by *You* or *Us* will be an original of this *Agreement* but all of the copies together will be deemed to be one Deed.
- 15.10 This *Agreement*, and any non-contractual obligations arising out of or in connection with it, will be governed and interpreted by English Law. *You* agree that *You* will only use the English courts for any claims relating to this *Agreement* or any such obligations. *We* may use the courts of another jurisdiction if *We* choose.

16 DEFINITIONS

16.1 The words set out below will have the meanings set out after them:-

"Accepted Country"	All countries except any expressly excluded in or pursuant to the <i>Special Conditions</i> ;
"Accounts"	Balance sheet and profit and loss account;

Information"	
"Approval Period"	The period stated in the <i>Agreement Details</i> after which <i>We</i> may require <i>You</i> to make a <i>Repayment</i> ;
"Approved Currency"	All currencies other than sterling specified in or pursuant to the <i>Special Conditions</i> ;
"Approved Debt"	A <i>Debt You Tell Us</i> about which is <i>Unpaid</i> , within the relevant <i>Customer's Credit Limit</i> and which is not or has not become a <i>Disapproved Debt</i> ;
"Associate"	<i>Your</i> subsidiary or holding companies (as defined in s1159 of the Companies Act 2006 but such that for this purpose a company shall be regarded as a member of another company even if its shares in that other company are registered in the name of (a) its nominee, or (b) another person (or its nominee), by way of, or in connection with the taking of, security); associates (as defined in s184 of the Consumer Credit Act 1974); directors, partners, members, shareholders or employees and any company, LLP, partnership or business in which <i>You</i> or any of the above has a material interest;
"Available Funds"	An amount worked out at the relevant time by <i>Us</i> deducting the debit balance on <i>Your Current Account</i> from the sum of <i>Us</i> applying the <i>Prepayment Percentage</i> to the amount achieved by taking the <i>Price We</i> expect to pay for <i>Approved Debts</i> and deducting from this any <i>Debts</i> which exceed the <i>High Involvement</i> ;
"Banking Day"	A day (other than a Saturday or a Sunday) on which banks are open for business in London;
"Bibby Group Company"	Bibby Financial Services Limited (registered number 3530461), any subsidiary company of it and any subsidiary of such subsidiary (subsidiary company being as defined in the definition of " <i>Associate</i> " above);
"Collection"	A payment (in whatever form) received by <i>Us</i> in cleared funds in or towards paying a <i>Debt</i> (including under any credit insurance policy obtained by <i>You</i> pursuant to Condition 6.2(E)); and " Collected ", " Collecting " and " Collect " will be read in light of this;
"Control"	The right to direct how the business of a company, LLP or partnership will be managed;
"Credit Agency"	Credit reference and fraud prevention agencies <i>We</i> use from time to time;
"Credit Note Schedule"	A document in a form <i>We</i> require on which <i>You</i> will <i>Tell Us</i> about credit notes and, where <i>We</i> allow, which may be sent to <i>Us</i> using the <i>Electronic Facility</i> ;
"Credit Limit"	The amount up to which <i>We</i> may regard <i>Debts</i> owing by a particular <i>Customer</i> as <i>Approved Debts</i> ;
"Customer"	Any person who owes a <i>Debt</i> ;
"Debt"	Any type of debt, payment obligation or monetary claim (actual, conditional, present, future or otherwise and whether or not payment has been earned by performance) owed to <i>You</i> under a <i>Transaction</i> or otherwise together with (if any) VAT and all duties and charges which relate to this and together with the related <i>Linked Rights</i> ; and where the context allows a part of any of them;
"Debt Information"	<i>Your</i> records, in whatever form, evidencing the creation of, and dealings with, a <i>Debt</i> (including providing the goods or services, the contract and other documents relating to it and their performance) and any other documents <i>We</i> require;
"Debt Schedule"	A document in a form <i>We</i> require by which <i>You</i> will specifically assign each <i>Debt</i> to <i>Us</i> and, where <i>We</i> allow, which may be sent to <i>Us</i> using the <i>Electronic Facility</i> ;
"Disapproved Debt"	A <i>Debt</i> which is either not an <i>Approved Debt</i> or which is an <i>Excluded Debt</i> ;

<p>"Disbursements"</p>	<p>Losses, costs, claims, charges, stamp and other duties and expenses (including, on a full indemnity basis, bank charges, legal and professional and debt collection fees and in getting evidence and witness attendance at any proceedings, use of <i>Credit Agencies</i>, disbursements, third party costs and <i>Our</i> own administrative expenses and charges as contained in <i>Our</i> scale of charges (if any) published by <i>Us</i> from time to time on <i>Our</i> Website or which is available to <i>You</i> if <i>You</i> ask <i>Us</i> at any time) and any VAT or similar tax thereon <i>We</i> incur directly or indirectly:-</p> <p>(A) from resolving any dispute relating to a <i>Debt</i> or with a <i>Customer</i> or <i>Collecting</i> or trying to <i>Collect</i> any <i>Debt</i> and any <i>Customer</i> failing to pay a <i>Debt</i> at its full <i>Notified Value</i>;</p> <p>(B) in enforcing or trying to enforce or operating any term of this <i>Agreement</i>, any <i>Guarantee</i> or any <i>Other Interest</i> given to <i>Us</i> relating to this <i>Agreement</i> or protecting <i>Our</i> rights under or resulting from any breaking of any of them;</p> <p>(C) in getting any <i>Guarantee</i> or any <i>Other Interest</i> given to <i>Us</i> relating to this <i>Agreement</i>;</p> <p>(D) any charges for currency conversion or dishonoured payments <i>We</i> incur relating to this <i>Agreement</i>;</p> <p>(E) getting or enforcing (or trying to get or enforce), any waiver, consent, ranking, release, subordination or priority for this <i>Agreement</i> or any <i>Debts</i> from any <i>Other Interest</i> or loan or relating to any <i>Other Interest</i> given to <i>Us</i> by <i>You</i> or any <i>Guarantor</i>;</p> <p>(F) as a result of any transfer or alleged transfer to <i>Us</i> of employees or other personnel under the Transfer of Undertakings (Protection of Employment) Regulations 2006 which is caused directly or indirectly because of <i>Us</i> entering into this <i>Agreement</i> (and which shall include any liability for remuneration and benefits including all wages, bonuses, holiday pay, commissions, pension contributions, PAYE and national insurance contributions); and</p> <p>(G) such other charges as <i>We</i> tell <i>You</i> verbally or in <i>Writing</i> from time to time;</p>
<p>"DPA"</p>	<p>The Data Protection Act 1998;</p>
<p>"Electronic Facility"</p>	<p>The information link between <i>You</i> and <i>Us</i> available through <i>Our</i> computer system;</p>
<p>"End Notice"</p>	<p>A notice (of not less than the <i>End Notice Period</i> contained in the <i>Agreement Details</i>) given by letter by <i>You</i> or <i>Us</i> to end this <i>Agreement</i>;</p>
<p>"Excluded Debts"</p>	<p><i>Debts</i> <i>You</i> need not <i>Tell Us</i> about until <i>We</i> require it and which at first will include all <i>Debts</i> not due under a <i>Transaction</i>, <i>Debts</i> due under a <i>Transaction</i> creating a <i>Debt</i> of a type stated as being an Excluded Debt in the <i>Special Conditions</i> and, unless <i>We</i> tell <i>You</i> otherwise, the following <i>Debts</i>:-</p> <p>(A) <i>Debts</i> owed by an <i>Associate</i>;</p> <p>(B) <i>Debts</i> in the hands of any third party, including a solicitor or debt collector, for collection;</p> <p>(C) <i>Debts</i> for stage or progress payments;</p> <p>(D) <i>Debts</i> arising under a <i>Transaction</i> under which goods are provided on approval, trial, consignment or sale or return or which contains terms entitling the <i>Customer</i> to return the goods;</p> <p>(E) <i>Debts</i> owed by a <i>Customer</i> which has not incurred the <i>Debt</i> for the purposes of its business;</p>

	<p>(F) <i>Debts</i> regulated by the Consumer Credit Act 1974;</p> <p>(G) <i>Debts</i> payable on a pro forma basis or by cash on delivery;</p> <p>(H) <i>Debts</i> arising from the sale of capital assets;</p> <p>(I) <i>Debts</i> arising from rental or leasing agreements;</p> <p>(J) <i>Debts</i> owed by a <i>Customer</i> who also supplies goods or services to <i>You</i>;</p> <p>(K) <i>Debts</i> so far as they comprise interest (whether owing under statute or otherwise);</p>
"Export Debt"	A <i>Debt</i> the invoice for which is addressed to a place outside Great Britain and Northern Ireland;
"Fees"	The charges for <i>Our</i> services under this <i>Agreement</i> ;
"Guarantor"	A person who at any time gives a guarantee or indemnity of any obligations <i>You</i> owe to <i>Us</i> or to any <i>Bibby Group Company</i> ; and "Guarantee" will be read in line with this;
"High Involvement"	The maximum percentage or amount of all <i>Unpaid Approved Debts</i> due from the same <i>Customer</i> against which <i>We</i> may make <i>Prepayments</i> and as stated in the <i>Agreement Details</i> (or which <i>We</i> tell <i>You</i> in <i>Writing</i> from time to time);
"Insolvent"	<p>In relation to a company, LLP or unlimited partnership:-</p> <p>(A) being deemed unable to pay its debts in accordance with section 123 of the Insolvency Act 1986;</p> <p>(B) being the subject of or passing or taking steps to pass a resolution, determination or petition to wind it up or being the subject of the presentation of a petition for its winding up by the court;</p> <p>(C) an incumbrancer taking possession or having a receiver, manager or administrative receiver, liquidator, provisional liquidator or any similar official or judicial factor appointed of all or any part of its undertaking, property, rights or revenues or it being dissolved (other than pursuant to a consolidation, amalgamation or merger with <i>Our</i> prior written consent);</p> <p>(D) anyone taking steps to obtain a moratorium or making proposals for a voluntary arrangement with its creditors and/or the appointment of a nominee to act in relation to a proposed voluntary arrangement with its creditors;</p> <p>(E) proposing a compromise, arrangement or composition or making a general assignment with or for the benefit of its creditors or convening a meeting of creditors; or commencing negotiations with one or more of its creditors with a view to the general readjustment or rescheduling of all or part of its debts;</p> <p>(F) anyone taking any step towards the appointment of an administrator including issuing a notice of intention to appoint or notice of appointment of an administrator or an application for administration; or a moratorium under the Insolvency Act 2000 commencing;</p> <p>In relation to an individual, unlimited partnership or partner in any unlimited partnership:-</p> <p>(A) being deemed unable to pay their debts in accordance with section 268 of the Insolvency Act 1986;</p> <p>(B) steps being taken to obtain an interim order or making proposals to their creditors for a voluntary arrangement, making an application to court for an interim order or the appointment of a person to act as nominee in relation to a proposal to their creditors for a voluntary arrangement under the Insolvency Act 1986;</p>

	<p>(C) making a general assignment, arrangement or composition with or for the benefit of their creditors or convening a meeting of creditors or commencing negotiations with one or more of their creditors with a view to the general readjustment or rescheduling of all or part of their debts;</p> <p>(D) anyone issuing a petition for a bankruptcy or sequestration order to be made against them which is not withdrawn or dismissed within 5 <i>Working Days</i> or a bankruptcy or sequestration order being made against them; their apparent insolvency; or them giving a trust deed for their creditors;</p> <p>(E) having any receiver or receiver and manager appointed of all or any part of their property;</p> <p>In relation to any person:-</p> <p>service of a statutory demand; seizure, possession, attachment, distraint, execution, sequestration, diligence (whether in execution or on the dependance of any action), interdict, levying, exercising rights of lien or enforcing security rights against or getting an order restraining the disposal of all or any part of the person's income or assets or other legal process levied, enforced or sued on or against any of their assets which is not paid off, withdrawn or discharged within 5 <i>Working Days</i>; the entry or making of any judgment, order or award for the payment of money to another party which remains unsatisfied for 5 <i>Working Days</i> after being entered or made; entering into a voluntary arrangement or appointing any nominee or supervisor under the Insolvency Acts 1986 or 2000 or any informal arrangement or composition in satisfaction of debts generally for the benefit of creditors; or being deemed insolvent under the Insolvency Act 1986;</p> <p>and</p> <p>the taking of any steps for the commencement of any proceedings or actions in respect of any of the above matters;</p> <p>and</p> <p>any analogous procedure or step being taken in any jurisdiction;</p> <p>and</p> <p>"Insolvency" will be read in line with this;</p>
<p>"LIBOR"</p>	<p>On or after 11.00am on the first <i>Banking Day</i> of each <i>Month</i>:-</p> <p>(A) the three month <i>Screen Rate</i>; or</p> <p>(B) (if no <i>Screen Rate</i> is available for the relevant currency on the first <i>Banking Day</i> of any <i>Month</i>) the arithmetic mean of the three month rates (rounded upwards to four decimal places) quoted by the <i>Reference Banks</i> to leading banks in the London interbank market;</p>
<p>"Linked Rights"</p>	<p>In relation to each <i>Debt</i> and all <i>Returned Goods</i> the benefit of:-</p> <p>(A) all <i>Your</i> rights (but not obligations) as an unpaid seller/creditor and under the relevant <i>Transaction</i> (if any), save <i>Your</i> ownership of the relevant goods;</p> <p>(B) all bonds, insurances, securities, guarantees and indemnities and any documents of title to the relevant goods, shipping documents, customs forms, airway bills or similar;</p> <p>(C) all <i>Debt Information</i> and the ownership of all <i>Returned Goods</i>;</p> <p>(D) interest and all cash, cheques, bills of exchange, instruments (negotiable or not) and other forms of payment;</p>

"Message"	Any data sent using the <i>Electronic Facility</i> ;
"Month"	A calendar month;
"Notified Value"	The amount of a <i>Debt</i> or credit note <i>You Tell Us</i> (before taking away any <i>Reductions</i>);
"Other Interest"	Any present or future mortgage, charge, security assignment, pledge, lien, hypothecation, option, right of set-off, preferential interest, trust, title retention, tracing right or other security interest or similar arrangement of any type or any agreement, conditional or otherwise, to create or give any of the same;
"Prepayment"	Any amount <i>We</i> pay <i>You</i> on account of the <i>Price</i> of a <i>Debt</i> before <i>We Collect</i> it in full;
"Price"	The <i>Collection We</i> receive in relation to a <i>Debt</i> less (in relation to such <i>Debt</i>):- (A) <i>Our Discount</i> and <i>Fees</i> and any <i>Reduction</i> due to or taken by the <i>Customer</i> after such receipt; and (B) all other amounts due to <i>Us</i> by <i>You</i> ;
"Promises"	The warranties and undertakings <i>You</i> give to <i>Us</i> and set out in Condition 6;
"Records"	The accounts maintained by <i>Us</i> to record the purchase of <i>Debts</i> , payment and receipt of monies, <i>Fees</i> payable by <i>You</i> and <i>Your</i> liability under and the operation of this <i>Agreement</i> which will include a <i>Sales Ledger Control Account</i> , <i>Current Account</i> and <i>Client Account</i> ;
"Reduction"	Any deduction, discount or set off claimed by a <i>Customer</i> or other alteration which reduces the <i>Notified Value</i> of a <i>Debt</i> ;
"Reference Banks"	Means, in relation to <i>LIBOR</i> the principal London offices of Barclays Bank plc, Lloyds TSB Bank plc and Royal Bank of Scotland plc or such other banks as <i>We</i> may tell <i>You</i> ;
"Relevant Party"	<i>You</i> , any of <i>Your</i> directors, shareholders, members or partners and any <i>Customer</i> , <i>Associate</i> or <i>Guarantor</i> ;
"Repayment"	Repayment of any <i>Prepayment</i> ; and "Repay" will be read in light of this;
"Returned Goods"	Any goods relating to a <i>Transaction</i> or <i>Debt</i> and which a <i>Customer</i> rejects or returns or indicates a wish to do so or which <i>You</i> or <i>We</i> recover from a <i>Customer</i> ;
"Scheme"	The HM Revenue & Customs scheme enabling reclaim of the VAT element of debts which become doubtful;
"Screen Rate"	Means in relation to <i>LIBOR</i> , the British Bankers' Association Interest Settlement Rate for the relevant currency and period displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, <i>We</i> may specify another page or service displaying the appropriate rate;
"Special Conditions"	The conditions contained in the section of this <i>Agreement</i> headed "Special Conditions";
"Tell"	<i>You</i> telling <i>Us</i> in such form as <i>We</i> require, including within a <i>Message</i> or in a <i>Debt Schedule</i> (or both), that a <i>Debt</i> exists or in a <i>Credit Note Schedule</i> that a credit note has been issued; and "Telling" and "Told" will be read in light of this;
"Termination Event"	An event described in Condition 11.1;

"Transaction"	An agreement entered into by (or the benefit of which has been transferred to) <i>You</i> under which it is agreed to hire or sell goods or supply services to another person;
"UK"	Great Britain and Northern Ireland, the Channel Islands and the Isle of Man;
"Unpaid"	A <i>Debt</i> which has not been fully paid;
"Website"	<i>Our</i> website detailed in the Introduction to this <i>Agreement</i> on which the <i>Conditions</i> can be found and in which <i>Our</i> scale of charges can be found at www.bibbyfinancialservices.com/client-area/disbursement_tariff001.aspx (or such other website as <i>We</i> notify <i>You</i> of from time to time);
"Working Day"	Every day except Saturday, Sunday and bank and public holidays;
"Writing"	Letter, fax, e-mail and (where such facility allows) by using the <i>Electronic Facility</i> .

18.2 Any reference in this *Agreement* to:-

- (A) a statutory provision includes any amendment, replacement or re-enactment, consolidation or extension of it;
- (B) a person includes an individual, company, LLP, unlimited partnership, organisation or trust (whether or not with a separate legal personality) and any other legal person;
- (C) the singular includes the plural and vice versa and any reference to any gender includes any other gender;
- (D) a *Debt* being created is to the date on which that *Debt* comes into existence or, if later, immediately after ownership of such *Debt* is transferred to *You* by a third party;
- (E) a "month" is to a period of time beginning at midnight on one day in a *Month* and ending at midnight on the day before the numerically corresponding day in the next *Month*. If the day on which the period would end is not a *Working Day* it will end at midnight on the preceding *Working Day*. If the period starts on the last *Working Day* in a *Month* or there is no numerically corresponding date in the *Month* in which it ends that period will end at midnight on the last *Working Day* in that later *Month*;
- (F) to an "anniversary", where in a subsequent year there is no numerically corresponding date to the *Start Date*, is to the latest *Working Day* in the subsequent year which precedes the date on which the anniversary would otherwise occur; and
- (G) *We, Us* and *Our* includes *Our* successors and assignees.

18.3 Terms in italics used in the Columns headed "**TERM**" in the *Client Details* and *Agreement Details* and in the Column headed "**CHARGE**" in the *Charging Details* will have the same meaning in this *Agreement* (save where defined elsewhere in it).

18.4 The meaning of general words introduced by the word "other" are not limited by any word before it or which indicates a particular class of acts, matters or things. The expression "including" means "including without limitation".

18.5 Any right or choice *We* have in this *Agreement* may be exercised as *We* choose in *Our* absolute discretion.

18.6 *We* may do anything *You* should do under this *Agreement* instead of *You* and any monies *We* incur in doing so will be recoverable by *Us* from *You* under this *Agreement*.

18.7 Where in any place outside England and Wales the meaning of a word or expression used in this *Agreement* is to be decided and such word or expression has no counterpart in that place, it will, unless the context otherwise requires, have the meaning of its closest equivalent in that place.