



Retailer Terms of Business

BETWEEN MONEYWAY, a trading name of Secure Trust Bank PLC (a company incorporated in England No. 541132) who's registered office is at One Arleston Way, Solihull B90 4LH ('the Company'); and

..... of

..... ("the Retailer")

WHEREAS the Retailer wishes to operate the Company's Credit Schemes and the Company is willing to make the Credit Schemes available to the Retailer on the terms and conditions set out below and in accordance with related Staff Sales Guides or instructions issued from time to time by the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

"the Act"	means the Consumer Credit Act 1974
"Authorised Person"	subject to terms and conditions; means a person employed by the Retailer and authorised by the Retailer and the Company to sign customer Agreements for and/or on behalf the Company.
"Credit Facilities"	means credit facilities provided by the Company from time to time whereby Customers may obtain goods and/or services using Customer Agreements;
"Customer"	means a person who enters into a Customer Agreement with the Company;
"Customer Agreement"	means a credit agreement between the Company and a customer in such forms as may be supplied by the Company to the Retailer from time to time;
"Product Outline"	means the product Outline issued by the Company to the Retailer from time to time relating to Credit Facility(ies);
"Retailer Premises"	means the premises at which the Retailer carries on his business;

1.2 Unless the context otherwise requires, reference to the singular shall include the plural and vice versa and references to any other gender include references to the other genders.

1.3 If the Agreement comprises two or more individuals, the obligations of each under the Agreement shall be joint and several.

1.4 Reference to any statute or statutory provision includes a reference to that statute or provision and all statutory instruments or order made pursuant to it as from time to time amended, extended or re-enacted or consolidated whether before or after this Agreement.

2. Appointment

2.1 The Company hereby appoints the Retailer as agent of the Company, acting by its Authorised Salespersons, solely and exclusively for the purpose of completing and signing Customer Agreements on and off the Retailer's Premises as agent and on behalf of the Company in accordance with and subject to the terms and conditions set out below.

3. Responsibilities of the Retailer

The Retailer will ensure in relation to each prospective Customer Agreement that:

- It is signed by the customer(s) and a true copy of the prospective Agreement is given to them immediately after signature.
- That the prospective Agreement is completed in full before signing.
- The details of the goods as set out in the prospective Agreement are correct.
- The customer(s) pays to the Retailer the full deposit shown on the application, either by credit / debit card, cheque, cash or by way of a part exchange allowance or a combination of these. The goods the subject of the Agreement are not delivered to the customer until the customer Agreement is signed and dated in accordance with the Company's procedures.

3.1 The Retailer undertakes to the Company that the Retailer and its employees and Authorised persons shall observe the provisions of the Product Outline.

3.2 The Retailer must not:

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- 3.2.1 Devise, publish or procure any advertisement in any medium referring directly or indirectly to the provision of credit by the Company, without the Company's prior written consent.
- 3.3 For Agreements signed on the retailers premises. The Retailer warrants and represents to the Company that each Customer Agreement signed or purporting to be signed for and on behalf of the Company shall have been signed by both an Authorised Person and the Customer on the Retailer's Premises in accordance and in compliance with the Product Outline and this Agreement.
- 3.4 For agreements signed off the retailers premises. The Retailer warrants and represents to the Company that each Customer Agreement signed off premises will be done using an off-trade agreement.
- 3.5 The Retailer shall ensure that no changes are made to the Customer Agreement without the prior written consent of the Company.
- 3.6 The Retailer shall keep in force all licences, approvals and authorisations which may be necessary in connection with the performance of its obligations under this Agreement and in particular any applicable licences under the Act and shall supply the Company with copies of such licences, approvals and authorisations promptly on request by the Company.
- 3.7 The Retailer shall only keep records of each Customer Agreement for six years or such longer period as it is reasonably requires them and shall keep such records securely. The Retailer shall allow access to such records to the Company's Authorised Person during the Retailer's normal working hours for the purpose of monitoring compliance with this Agreement.
- 3.8 The Retailer shall give the Company all reasonable assistance in defending any claim threatened or made by the Customer against the Company under section 75 of the Act (claims for misrepresentation or breach of contract).
- 3.9 The Retailer shall indemnify the Company in respect of:
 - 3.9.1 Any cost, expense, loss or liability suffered or incurred by the Company as a direct or indirect result of any breach of its obligations under or arising from this Agreement, reasonably or properly suffered or incurred: and
 - 3.9.2 Any cost, expense, loss or liability suffered or incurred by the Company in defending or satisfying any claim threatened or made against the Company under sections 56 or 75 of the Act, reasonably or properly suffered or incurred.
 - 3.9.3 The finance cost of the goods in the event that original documentation is tampered with to support the approval of an application
 - 3.9.4 Any breach by you of the related contract(s) for sale between you and your customer(s)
 - 3.9.5 Any error omission, fraud, deceit or negligence on your part in connection with and resulting in loans by us to your customers
- 3.10 The Retailer undertakes to the Company that Authorised Salespersons shall be 18 years of age or over.

4. Responsibilities of the Company

- 4.1 The Company agrees to pay to the Retailer in respect of purchases by a Customer from the Retailer financed by the Company under a Customer Agreement introduced to the Company by the Retailer in accordance with this Agreement and the Product Outline. All payments will be less any retailer subsidies due.
- 4.2 The Company will provide the Retailer with the Customer Agreements.

5. Data Protection/Money laundering

The Retailer will ensure that customer procedures are in compliance with the Data Protection Act 1998 and money laundering legislation.

The Retailer will tell the customer that they will submit the finance proposal to the Company, and that the Company shall search their record with the Credit Reference and Fraud Prevention Agencies and add details of the search to their record.

6. Term

This Agreement shall come into effect upon the date over leaf and be confirmed with authorised signatories and continue in force, for an indefinite term, subject to Clause 7.

7. Termination

- 7.1 Where the Retailer is in breach of any of its obligations in this Agreement and, in case of a breach capable of remedy, has failed to remedy the said breach within 5 working days, after receipt of a written notice giving full particulars of the breach and requiring it to be remedied, the Company reserves the right to terminate the Agreement immediately by giving notice in writing to the Retailer at any time. Such termination shall be without prejudice to the liabilities of either party accrued or arising on or after the date of termination.
- 7.2 This Agreement may be terminated by either party by giving notice in writing.

8 Miscellaneous

No failure or delay in exercising any right under this Agreement will operate as a waiver. Any waiver by the Company of any breach of any of the obligations of the Retailer under this Agreement or otherwise must be in writing and shall not be a waiver of any continuing breach of any of those obligations. If any provision of this Agreement is illegal, invalid or unenforceable the legality, validity and

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enforceability of the remaining provisions will not be affected or impaired. The rights or remedies provided in this agreement are cumulative and do not exclude any other rights or remedies.

These terms set out the entire agreement between the parties will override any normal supply terms used by the Retailer in their business.

The retail terms offered under the ActSmart scheme are exclusive to Act Smart Gold and Platinum members. In the event that a Retailer or any of its trading outlets ceases to be a Gold or Platinum member of Act Smart the Company will withdraw the Retail Terms until notification by ActSmart that membership has been renewed. It is the retailer's responsibility to ensure concurrency of its membership with ActSmart, and the company reserves the right to retrospectively charge the retailer an additional 2.5% subsidy on any business paid out between lapse and renewal.

The Credit Facilities provided under this agreement are exclusively for the financing of cycle and cycle related products.

9. Notices

Any notice given by a party under this agreement shall be in writing and may be given by posting it to or leaving it at the address of the other party shown in this agreement or to such other address as the other party shall have notified to that party as its address for service of notices.

10. Variations

If the Company wishes to vary any of the terms and conditions of this Agreement, it shall give one month's notice in writing to the Retailer of the intended variation and from and after the expiration of the said month this Agreement shall be read and constructed as if such variation were incorporated herein.

11. Assignment

This Agreement is personal to the Retailer and it may not be assigned by the Retailer.

12. Governing Law

This Agreement shall be interpreted in accordance with the Law of England and any dispute arising under it shall be submitted to the non-exclusive jurisdiction of the English Courts.

Name of Company or Business

Signed on Behalf of Retailer (Retailer Principal)

Name of Signatory (Block Capitals)

Signed on Behalf of Moneyway

Name of Signatory (Block Capitals)

Agreement Date: _____ 20__