

# Payment Assist Ltd Terms and Conditions for Payment Agreement on all transactions

## Parties

The Agreement shall be between Payment Assist Ltd, (Registered and Correspondence Address: Unit 5A, Digby Drive, Melton Mowbray, Leicester LE13 0RQ) and the Customer named on the recurring transaction authority

## Definitions

The words below have the following meaning in this Agreement:

- "Act" is the Consumer Credit Act 1974
- "Amount of credit" is the amount of invoice shown on the recurring transaction authority overleaf
- "you"/"your" means the borrower
- "we"/"us"/"our" means Payment Assist Ltd, its successors and assigns

## Communications

Unless otherwise agreed, all communications and documentation in relation to this Agreement will be in English

## Collection of repayments

The repayment of the facility will be made from recurring monthly debits from your debit card as set out in the recurring transaction authority. A signed recurring transaction authority (overleaf) is required to be completed to allow this facility to be put in place.

## Your costs for obtaining the facility

The facility is set up as an interest free facility. There are no charges for obtaining this facility or interest costs for the term of the facility provided the repayments are made in line with the recurring transaction authority. The Total amount payable is equal to the Amount of credit, with no Charge for credit.

## Late payment charges

Charges will be payable on each occurrence of one or more of the following events:

- Returned/recalled or declined payment; £10
- Letters sent to you as a result of a breach of your credit agreement; £15
- Telephone call in respect of late payment; £10
- Chargeback; £28
- Transfer of your account from Collections to Debt Recovery; £25
- Alteration of terms from those agreed will be dealt with and charged on a case by case basis
- We may also charge our reasonable legal costs and disbursements for enforcing any term of the agreement
- You must pay us on demand the amount of any reasonable expenses or cost incurred as a result of any misleading or inaccurate information given in connection with the agreement

These charges will be incorporated into the debt owed and will be debitted from the debit card provided in the recurring transaction authority

## Your right to withdraw

If you wish to withdraw from this Agreement you can do so, please notify us in writing to Payment Assist Ltd, Unit 5A, Digby Drive, Melton Mowbray, Leicester LE13 0RQ or over the phone on 01664 503151.

You must repay the amount you owe us either by cheque or by debit card. The amount you owe us will be the balance of the facility, with no interest charged. If you do not repay the amount you owe us within 30 calendar days from the date you notified us of your intention to withdraw, we will recover it as a debt through the courts.

## Your right to request a statement

Should you require a paper statement, please request this in writing to Payment Assist Ltd, Unit 5A, Digby Drive, Melton Mowbray, Leicestershire LE13 0RQ.

## Assignability

We may assign and transfer this agreement or all or any part of its rights hereunder to any person, firm or corporation without limitation, and this agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives and assigns forever. Payment Assist Ltd expressly prohibits the assigning of the rights under the agreement by the borrower.

## Partial Early Repayment or Full Early Settlement

Should you wish to repay part or all of the facility early, please send the request in writing to Payment Assist Ltd, Unit 5A, Digby Drive, Melton Mowbray, Leicester LE13 0RQ or by calling us on 01664 503151.

As there is no interest charged to the facility, the balance will reduce by the amount of the repayment.

## Our right to demand earlier payment

We may demand immediate and full repayment of your facility if:

- The information provided when you applied for the facility was false or incorrect
- You are more than 14 days overdue with any amount you owe us
- If you become bankrupt
- If you become insolvent

If you fall behind with your repayments we may pass information about the amount you owe to a credit reference agency. Credit reference agencies record this information and companies may use it to assess any future loan/credit applications you might make. This may affect your ability to get credit.

## Missing or underpayment

The consequences of not making your agreed payments are that the account will be in default and

- We may register your details with credit reference agencies
- You may find it difficult to obtain credit in the future
- Legal proceedings may be taken against you

If you are having any difficulties in making payments under your Agreement please contact us.

Should there be any issues with repayment of the facility, by signing this agreement, you agree to a credit search being undertaken at any time in the future.

## Refunds

All refunds relating to the invoice associated to this authority, either directly or indirectly, will be paid to Payment Assist Ltd and offset against the outstanding balance.

## Change of Address

You will notify us in writing within 7 days of any change in your address

## Complaints

If you wish to make a complaint please write to Complaints Department, Payment Assist Ltd, Unit 5A, Digby Drive, Melton Mowbray, Leicester LE13 0RQ

## Law

Unless we agree otherwise, the Law of the residence of the borrower will apply

## GDPR

Our GDPR policy is available online at <https://www.payment-assist.co.uk/gdpr-policy>. Should you wish to remove your data in line with Article 18 of the policy, please email [compliance@payment-assist.co.uk](mailto:compliance@payment-assist.co.uk) to undertake this process.