

## **LOAN AGREEMENT**

This agreement is made on the                      day of                      2018.

BETWEEN:-

1. Mrs Caroline Rees of Lynwood House, Brynna Road, Pencoed, Bridgend, CF35 6PD and Adrian Timothy Burns as trustee of the ATB Fire Safety Executive Pension of 4 Parc Y Castell Y Mynach, Creigiau, Cardiff, CF15 9NU ("the Client"); and
2. Miss Amanda Jane Garnett of 30 Waterhall Road, Fairwater, Cardiff, CF5 3LL ("the Borrower")

WHEREBY IT IS AGREED as follows:-

### **DEFINITIONS**

**"Arrangement Fee"** means the sum of £1,800.00.

**"Effective Date"** means the                      2018, being the date monies (or equivalent consideration) provided under the Loan are first transferred to the Borrower.

**"Loan"** means the total sum of £100,000.00 (One Hundred Thousand Pounds)

**"Loan Contributions"** means the sum of £35,000 from Caroline Rees and £65,000.00 from the ATB Fire Safety Executive Pension

**"Loan Purpose"** means refinancing of the Property.

**"Interest"** means interest on the Loan at a rate of 9.0% per annum to be calculated on a Simple basis.

**"Minimum Interest"** means the equivalent of 6 months interest.

**"Term"** means a period of 6 months commencing on the Effective Date of this Agreement and expiring at 6:00 p.m. on                      2019

**"Capital Repayment"** means payment of the Loan principal upon expiry of the Term.

**"Capital Repayment Date"** means the day on which the Term expires.

**"Business Day"** means a day on which clearing banks are open for business in London (other than a Saturday or Sunday and other than Bank Holidays).

**"Property"** means 36 Plasmawr Road, Fairwater, Cardiff, CF5 3JW as registered at HM Land Registry under title number CYM740113.

## INTRODUCTION

- 1.1 The Client has at the request of the Borrower agreed to make the Loan to the Borrower for the Term in accordance with the Loan Contributions.
- 1.2 The Borrower has agreed to accept the Loan and to repay the Capital of the Loan and the Interest in accordance with the provisions of this Agreement.
- 1.3 The Borrower has agreed to provide security for the Loan by way of a First Charge against the Property to the value of the Loan including interest.
- 1.4 The Borrower understands that they will not have the benefit of the protection and remedies that would be available to them under the, Mortgage Credit Directive Order, The Financial Ombudsman, The Financial Services Compensation Scheme, or the Consumer Credit Act. This Agreement is a commercial arrangement between the Client and the Borrower. The Borrower has had the opportunity of taking independent legal advice regarding the consequences of the agreement not being regulated by any of the above.

## OPERATIVE PROVISIONS

- 2. In consideration of the Client agreeing to make the Loan to the Borrower, the Borrower agrees as follows:
  - 2.1.1. The Loan will at all times be used for the Loan Purpose as agreed with the Client.
  - 2.1.2. To pay the Capital Repayment on the Capital Repayment Date.
  - 2.1.3. To pay the Arrangement Fee on commencement of the Loan.
  - 2.1.4. To pay the Client's solicitors fees of £350 plus VAT and disbursements on commencement of the Loan.
  - 2.1.5. To pay a Redemption Administration Fee of £195 on settlement of the Loan.
  - 2.1.6. To pay Interest monthly on the 1<sup>st</sup> day of each month in the sum of £750 (Seven Hundred and Fifty Pounds) per month.
  - 2.1.7. Should the Capital Repayment be made within 6 months of the date of this Agreement to pay the Minimum Interest or balance thereof at the date of repayment.

- 2.1.8. As a condition precedent to drawdown of any monies under the Loan, to provide the Client with confirmation of repayment capabilities and to procure that the Client has a fixed charge over the Property in such form as the Client may stipulate.
- 2.1.9. Notwithstanding the other provisions hereof and in any event to repay the Loan and any accrued Interest by not later than the last day of the Term provided that notwithstanding the foregoing the Client shall always have the right to demand repayment in full by the Borrower of the balance of the Loan for the time being and any accrued Interest upon the Client giving the Borrower twenty eight days' notice in writing of such demand.
- 2.1.10. Should the Borrower wish to extend the Term, to send a written request to the Client at least one month before the end of the Term. The Client may at their absolute discretion agree to extend the Term for a period of up to 12 months subject to payment of a fee of 3% of the Loan and a £500 administration charge.
- 2.1.11. That so long as the Loan (or any part thereof) or any Interest remains outstanding, the Borrower will not, without prior written consent of the Client and upon fully satisfying the Client as to the precise nature of the transaction and supplying copies of the documentation in connection with the transaction whether in draft or not, invest, transfer, lease, exchange or otherwise dispose of his assets of a value over £1,000.00, and the Borrower agrees that if any such transaction is entered into in the ordinary course that it will supply details and copies of all documentation relating to the transaction within seven days of the Borrower concluding the same.
- 2.1.12. To pay all fees in relation to and incidental to this agreement including all legal, arrangement and completion fees as well as any fees incurred by the Client on a full indemnity basis.
- 2.1.13. To ensure that adequate provision will be made to repay the Capital Repayment and accrued Interest on the Capital Repayment Date.
- 2.1.14. To insure the Property and keep it insured with reputable and responsible insurers and to ensure that such insurance is for the full reinstatement cost of the Property.



## **REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Client the following:-

- 3.1 The Borrower has not defaulted on any mortgage, loan, trust deed, agreement or arrangement and has not breached any law or regulation.
- 3.2 The Borrower is not involved in any legal dispute, litigation, arbitration or any other legal matter, either currently taking place or threatened in the future, which may have an adverse effect on his ability to repay the Loan and the Interest and comply with the terms of this Agreement.

## **TERMINATION**

- 4.1 If the Borrower shall be in breach of any of the provisions of this Agreement the Client may require repayment of the Loan and accrued Interest forthwith and enforce its security over the Property forthwith. No failure to exercise, nor any delay on the part of the Client in exercising any rights or powers or privileges hereunder shall operate as a waiver thereof nor shall any single nor partial exercise of any such rights or powers or privileges preclude any other or further exercise thereof or the exercise of any other rights or powers or privileges.
- 4.2 Notwithstanding anything hereinbefore contained the Loan, or the balance of the Loan for the time being outstanding, and accrued Interest and the monies due thereon shall become immediately repayable if:
  - 4.2.1 an encumbrancer takes possession of, or a Receiver is appointed over, any part of the assets of the Borrower including the Property,
  - 4.2.2 any distress, execution, sequestration or other process is levied or enforced upon or issued against the Borrower and not discharged by the Borrower within 28 days,
  - 4.2.3 the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as re-enacted or amended),
  - 4.2.4 the Borrower commits any breach of this Agreement,

## **NOTICES**

- 5.1 Any notice given by either party shall be served on the other party by personal delivery, pre-paid recorded delivery, first class post, facsimile transmission to the receiving parties address as set out in this Agreement or such subsequent addresses as may be notified by the parties to each other
- 5.2 Any such notice will be deemed to be effectively served as follows:-
  - 5.2.1 In the case of service by pre-paid recorded delivery or first class post two weekdays after posting. (For a first class posted item evidence that the item was

correctly addressed, stamped and placed in the post will be sufficient evidence that it was indeed posted.

5.2.2 In the case of service by facsimile transmission the next working day.

5.2.3 In the case of personal delivery on the next working day.

#### **GENERAL PROVISIONS**

- 6.1 During the continuance of this Agreement the Borrower may, with the consent of the Client (such consent not being unreasonably withheld or delayed), create or suffer to exist a further mortgage or charge on the whole or any part of the Property, ranking behind the security granted to the Client in respect of the Loan, as security for the repayment of monies borrowed and the payment of interest, commission, costs, charges and expenses due in respect thereof.
- 6.2 All payments by the Borrower to the Client shall be made free and clear of and without deduction of any alleged or actual set-off or counterclaim and without any deduction of any taxes, levies, imposts, duties, charges, fees, deductions or withholding of any nature now or hereafter imposed by any governmental authority in any jurisdiction or political subdivision or taxing authority thereof or therein unless the Borrower is compelled by law to deduct or withhold any such taxes levies imposts duties charges or fees.
- 6.3 The Borrower shall have the right at any time on giving 14 days' notice in writing to the Client to repay the Loan in full together with all accrued Interest.
- 6.4 The Borrower undertakes with the Client to notify the Client forthwith in writing of any matter which constitutes (or which, with the passage of time, would constitute) a default under this Agreement (or otherwise entitle the Client to demand repayment of the Loan).
- 6.5 Payments received by the Client from the Borrower under the terms of this Agreement will be paid to the Client on a pro rata basis in accordance with the Loan Contributions made.
- 6.6 Save for the purposes of compliance with statutory and legal obligations, the parties agree to keep the contents of this Agreement confidential and shall not disclose the contents thereof, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
- 6.7 A person who is not a party to this letter shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 6.8 This Agreement shall be construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English and Welsh Courts.
- 6.9 This Agreement contains the entire Agreement between the Parties hereto concerning the Confidential Information and supersedes any previous

understandings commitments or agreements oral or written, provided that nothing in this clause shall be construed as limiting or excluding the parties' liability for fraud or fraudulent concealment.

- 6.10 In this Agreement wherever the context permits words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and in both cases vice versa and any agreement on the part of two or more persons shall be deemed to be made by such persons jointly and severally and the terms used herein for the parties hereto shall mean and include their respective successors in title.

#### **LIMIT OF INDEMNITY**

- 7.1 The liability of the ATB Fire Safety Scheme shall at all times be limited to the net assets of that scheme

SIGNED AS A DEED BY )

Amanda Jane Garnett ) \_\_\_\_\_

In the presence of:-

Witness signature : \_\_\_\_\_

Witness name : \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

SIGNED AS A DEED BY )

Caroline Rees ) \_\_\_\_\_

In the presence of:-

Witness signature : \_\_\_\_\_

Witness name : \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_



SIGNED AS A DEED BY

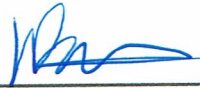
Adrian Burns

As Trustee of the ATB Fire Safety Executive Pension

)   
) \_\_\_\_\_

In the presence of:-

Witness signature :



Witness name :

HENRY BURNS

Address :

4 PARC CASTELL Y MYNACH, CREIGIAU, CARDIFF  
CF15 9NU

Occupation:

STUDENT