



BARCLAYS BANK UK PLC  
Business Lending Operations  
PO Box 16275  
One Snowhill  
Snow Hill Queensway  
BIRMINGHAM  
B2 2XD

**PRIVATE & CONFIDENTIAL**

The Trustees  
Haines Watts (Preston) Limited SSAS  
28 Stricklands Lane  
Penwortham  
Preston  
PR1 9XU

Our Ref: LEN0507181116875/3886575889

**Fixed or Floating Rate (Bank of England Bank Rate) Term Loan Key Terms**

Barclays Bank UKPLC (the **Bank**) is pleased to offer the Borrower (defined below) a term loan facility (the **Facility**). The terms of the Facility are contained in this document (the **Key Terms**), the Terms and Conditions and any Product Terms delivered with the Key Terms.

**Borrower(s):**

Gillian Telford and Paul Charles Newsham as Trustees of the Haines Watts (Preston) Limited SSAS

**Parent:**

Not applicable.

**Facility Amount:**

£46,200.00

**Purpose:**

To assist with the purchase of 122 Towngate, Leyland, PR25 2LQ.

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Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Barclays Bank UK PLC adheres to The Standards of Lending Practice which is monitored and enforced by The Lending Standards Board. Further details can be found at [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk).

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**Final Date for Drawing:**

04 January 2019

**Loan Type:**

Floating Rate Basis Term Loan.

**Margin:**

3.500 per cent per annum.

**Fixed Rate Period:**

Not applicable.

**Interest Rate Basis:**

Floating Rate Basis, under which the interest rate will never be less than the Margin.

**Breakage Costs:**

Not applicable.

**Interest Payment Requirements:**

Interest will be payable as set out in the Repayment Instalments.

**Repayment Instalments:**

The Loan shall be repaid as follows:

180 instalments of £353.04 comprising interest and principal, payable monthly commencing 1 month after the date of first drawdown of the Facility.

The amount of the Repayment Instalments may be adjusted in accordance with Conditions 8.9 (*Repayment*) and 9.2 (*Prepayment*) of the Terms and Conditions.

**Final Repayment Date:**

The date falling 15 years after the date of first drawdown of the Facility.

**Current Account:**

The account agreed by the Bank and the Borrower from time to time to be the Current Account.

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**Fees:**

Arrangement Fee: £924.00 which is payable on first drawdown of the Facility by debit to the Loan account.

Security Fee: The following security fees:

£600.00 for the legal charge

will be payable on first drawdown of the Facility by debit to the Loan account.

**Prepayment Fee:**

1.000 per cent of the amount prepaid.

Breakage Costs as set out above may be payable in addition to any Prepayment Fee.

**Financial Covenants:**

The following financial covenants apply to the Borrower (the **Financial Covenant Group**). Unless defined in the Key Terms, defined terms used in this financial covenants section have the meanings given to them in the Financial Covenant Product Terms.

(a) The Loan shall not at any time exceed 70.00% of the Property Value (**Loan to Value Covenant**).

(b) The Loan shall not at any time exceed 50.00% of the aggregate value of the assets of the Pension Scheme (as defined in the SIPP/SSAS Product Terms) (**Loan to Pension Scheme Value Covenant**).

**Relevant Periods:**

Not applicable.

**Testing:**

The financial covenants shall be tested by reference to the financial statements of the Borrower, each as delivered in accordance with the Condition 16 (*Information*) of the Terms and Conditions.

**Financial Information:**

The Borrower will provide the Bank with any financial information the Bank may request from time to time.

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**Relevant Parties:**

The Borrower and any other person who has given a guarantee or security relating to the Facility.

**New Security Required:**

A legal charge over 122 Towngate, Leyland held by Barclays Security Trustee Limited for the benefit of Barclays Bank UK PLC, Barclays Bank PLC and Barclays Mercantile Business Finance Limited.

**Existing Security:**

The security listed in the Schedule to the Key Terms (if any).

**Special Conditions:**

The following additional Event of Default (r) shall be added under Condition 17 (Events of Default) of the Terms and Conditions of the Facility Agreement:

(r) any of the circumstances in clause 2 (Pension notifications) of the SIPP/SSAS Product Terms arises.

The **Trust Deed** means the trust deed dated 06 March 2013 made between (1) Haines Watts (Preston) Limited and (2) Gillian Telford and Paul Charles Newsom and the Rules defined in and annexed to that trust deed.

Notwithstanding the provisions of this Facility Letter it is hereby expressly stipulated that the liability of Gillian Telford and Paul Charles Newsham shall not be personal but shall be limited to the extent of the assets of the Haines Watts (Preston) Limited SSAS from time to time but without prejudice to the full personal joint and several liability of the other party or parties hereunder.

The Borrower agrees that once the Facility has been drawn down, the Bank will pay a broker commission of £462.00 to Joandric Consultancy Limited (the Broker). The Borrower acknowledges that the payment of the commission may affect the content of any advice or information provided or to be provided by the Broker to the Borrower. The Borrower further acknowledges that the Bank does not endorse the content of any such advice or information.

**Additional Conditions Precedent:**

There are no Additional Conditions Precedent.

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**Product Terms:**

Financial Covenant Product Terms.

SIPP/SSAS Product Terms.

The offer of the Facility is available for acceptance until the date falling 60 days after the date of the Key Terms.

FOR AND ON BEHALF OF BARCLAYS BANK UK PLC



Ross Dalzell

MD, Head of Product & Propositions, Barclays Business UK

David Whitehead

20 July 2018

BBUK Sth East Midlands and Cambs SME MB

e-mail: david.whitehead@barclays.com

**Take steps to control your borrowing costs**

For advice on what drives the price of borrowing for your business, and steps you can take to minimise it, go to

<http://www.barclays.co.uk/Businesslending/Step1Decidingonbusinessfinance/P1242584165331>

**This item can be provided in Braille, large print or audio by calling 0800 400 100\*\* (via**

**TextRelay if appropriate) or order online at [www.barclays.co.uk/accessibleservices](http://www.barclays.co.uk/accessibleservices)**

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The Borrower should contact the Bank if there are any terms of this Facility Agreement it wishes to discuss. Alternatively the Borrower may wish to seek independent advice to help fully understand the Facility Agreement and the implications of its terms. Should the Key Terms detailed above not meet with the Borrower's requirements the Borrower has the right to appeal (excluding the Terms and Conditions, Pricing and Fees). For further information please visit <http://www.barclays.co.uk/Businesslending/Howtoappealagainstyourlendingdecision/P1242633818638>, or contact your Barclays Business Manager or call 0345 605 2345\*\*. When calling, please have your account information to hand as you will be asked to answer some security questions before we can discuss your term loan.

\*\*Call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls.

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## DECLARATION

By accepting this Facility Agreement the Borrower (We) confirms the following:

- \* We are entering into this Facility Agreement wholly or predominately for the purposes of a business carried on, or intended to be carried on, by us;
- \* Where this Facility Agreement is secured by (i) a second charge over a property and/or:
  - (ii) a charge over an investment property, we understand that we will not have the benefit of the protection and remedies that would be available to us under The Financial Services and Markets Act 2000 (the Act) if the Facility Agreement were a regulated mortgage contract under the Act;

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- \* Where this Facility Agreement is a regulated mortgage contract under the Act and our group annual turnover is over £1,000,000, we understand that we will not have the benefit of the protection and remedies that would otherwise be available to us as set out in the FCA's Mortgages and Home Finance: Conduct of Business sourcebook (the MCOB Regulations), please see [www.fca.org.uk](http://www.fca.org.uk) for further information;
- \* Where the credit under this Facility Agreement is being provided to acquire or retain rights in land or in an existing or projected building, and is not a regulated mortgage contract, we understand that we will not have the benefit of the protection and remedies that transpose or implement the Mortgage Credit Directive, Directive 2014/17/EU on credit agreements for consumers relating to residential immovable property (MCD) that would be available to us under the Act if the Facility Agreement were an MCD article 3(1)(b) credit agreement; and
- \* We are aware that if we are in any doubt as to the consequences of this Facility Agreement not being regulated by the Act or by the MCOB Regulations as set out above, **then we should seek independent legal advice before accepting this Facility Agreement.**

In the Term Loan Fact Sheet provided to you we explained the consequences associated with entering into fixed and floating rate borrowing.

By accepting on behalf of the Borrower the terms contained in this Facility Agreement you acknowledge and confirm that the Borrower has considered whether it needs to obtain professional independent advice (legal, financial or otherwise), prior to entering into the Facility Agreement.

The Facility detailed above is accepted for and on behalf of the Borrower on the terms contained in the Key Terms, the Terms and Conditions and in the Product Terms (if any) delivered with the Key Terms.

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**Borrower**

Gillian Telford and Paul Charles Newsham as Trustees of the Haines Watts (Preston) Limited SSAS

**Declaration for exemption relating to businesses  
(articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)**

**We are entering this agreement wholly or predominantly for the purposes of a business carried on by us or intended to be carried on by us.**

**We understand that we will not have the benefit of the protection and remedies that would be available to us under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.**

**We understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.**

**We are aware that, if we are in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then we should seek independent legal advice.**

Signed by

.....

Gillian Telford  
**BORROWER**

Date:

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Signed by

.....  
Paul Charles Newsham  
**BORROWER**

Date:

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## THE SCHEDULE

### Existing Security

There is no Existing Security.

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## Term Loan (Fixed or Floating Rate (Bank of England Bank Rate)) Terms and Conditions

### 1. Definitions

Terms defined in the Key Terms, these terms and conditions (the **Terms and Conditions**) or any Product Terms have the same meaning when used in any part of the Facility Agreement. In the Facility Agreement, unless the context otherwise requires:

**Authority** means the United Nations Security Council, the Commission of the European Union, Her Majesty's Treasury, the Office of Foreign Assets Control of the United States Department of the Treasury, or any other United States government entity;

**Barclays Group** means Barclays PLC and any of its Subsidiaries;

**Business Day** means a day (other than a Saturday or Sunday) on which the Bank is ordinarily open to effect transactions of the kind contemplated in the Facility Agreement;

**Event of Default** means any one of the events mentioned in Condition 17 (Events of default);

**Facility Agreement** means collectively the Key Terms, these Terms and Conditions and any Product Terms referred to in the Key Terms;

**First Contractual Repayment Date** means the date which falls one month after the date that the Loan is advanced to the current account you request to use for drawdown;

**Fixed Rate Basis** means that interest is calculated in accordance with Condition 11.2 for the Fixed Rate Period;

**Fixed Rate Breakage Costs** are calculated by subtracting the interest that the Borrower would pay to the Bank if the Bank made a comparable new fixed interest rate loan to the Borrower for the remainder of the Fixed Rate Period at the Bank's then applicable fixed interest rate for such loans (including the same Margin) on or about the time of the relevant prepayment or repayment from the interest payments which the Borrower would have paid to the Bank (under the terms of the Facility Agreement) for the remainder of the Fixed Rate Period. The difference in interest payments on each interest payment date is then discounted at the new fixed interest rate (excluding the Margin) for the remainder of the Fixed Rate Period. Fixed Rate Breakage Costs are the sum of the discounted differences for each interest period. There are no Fixed Rate Breakage Costs if at the date of the prepayment or repayment fixed interest rates are higher than at the date of the Facility Agreement;

**Floating Rate** means the Bank of England Bank Rate from time to time, or in the event that the Bank of England Bank Rate no longer exists, such replacement rate as the Bank may select. If, in either case, that rate is less than zero, the Floating Rate shall be deemed to be zero. Any changes to the Bank of England Bank Rate will be published in the national press and the Barclays Group shall not be required to notify the Borrower of any changes to the Bank of England Bank Rate;

**Floating Rate Basis** means that interest is calculated in accordance with Condition 11.1;

**Loan** means (i) any loan granted by the Bank to the Borrower pursuant to the terms of the Facility Agreement; or (ii) the aggregate principal amount (including any amount debited to the Loan account pursuant to the terms of the Facility Agreement) for the time being outstanding under the Facility;

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**month** means a period starting on one day in a calendar month and ending on the corresponding day in the next calendar month or, if that is not a Business Day, on the next Business Day unless that falls in another calendar month in which case it shall end on the preceding Business Day, save that where a period starts on the last Business Day in a month or there is no corresponding day in the month in which the period ends, that period shall end on the last Business Day in the later month;

**Potential Event of Default** means an event which, with the giving of notice, the lapse of time or the making of any determination, would constitute an Event of Default;

**SDN List** means the Specially Designated Nationals List maintained by the Office of Foreign Assets of the US Department of the Treasury, or any similar list maintained by any Authority;

**Secured Party** means any member of the Barclays Group who has an interest (legal or beneficial) in any Security Interest and/or guarantees in respect of the Facility from time to time including any delegate, agent, attorney or co-trustee of the Security Trustee or any receiver or receiver and manager or administrative receiver in respect of the same;

**Security Interest** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;  
**Security Trustee** means Barclays Security Trustee Limited;

**Subsidiary** means a subsidiary undertaking as defined in the Companies Act 2006; and

**VAT** means value added tax or any similar tax substituted for it from time to time.

## 2. Interpretation

- 2.1 References to statutory provisions are to provisions of United Kingdom statutes and include references to amended, extended or re-enacted versions.
- 2.2 References to the Borrower, the Parent (if named in the Key Terms), the Bank or Secured Party shall include references to their respective successors and permitted assigns and transferees.
- 2.3 Reference to **indebtedness** or **amounts outstanding** shall include any obligation for the payment or repayment of money (whether present or future, actual or contingent).
- 2.4 **person** means any person, firm, company, corporation, government, state, agency of a state, association, trust or partnership.
- 2.5 **partnership** means any partnership other than a limited liability partnership established under the Limited Liability Partnerships Act 2000.
- 2.6 **company** includes any company or corporation irrespective of its jurisdiction of incorporation and a limited liability partnership established under the Limited Liability Partnerships Act 2000.
- 2.7 References to a time of the day are references to the time in London.
- 2.8 The date of acceptance of the Facility Agreement and the date of the Facility Agreement means in each case, the last date on which it is accepted by the Borrower or the Parent (as the case may be).
- 2.9 A person who is not a party to the Facility Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of the Facility Agreement apart from the Secured Parties who are entitled to rely upon the confirmations regarding the extension and applicability of any existing guarantee and/or Security Interest to the Facility (if any) set out in this Facility Agreement.
- 2.10 **Sterling and £** mean the lawful currency for the time being of the UK.

## 3. Amount

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The maximum aggregate amount that the Borrower may borrow under the Facility is the Facility Amount. The Facility may only be drawn in Sterling.

**4. Purpose**

The Facility shall only be used for the Purpose.

**5. Conditions precedent**

5.1 The Facility may be drawn down by the Borrower provided that, before the first drawing, the Bank or the Security Trustee has received in form and substance satisfactory to it:

- (a) the Key Terms signed by the parties to it;
- (b) any evidence required for the purposes of any "know your customer", "know your business" or other similar checks;
- (c) the New Security Required duly executed by the chargors/guarantors together with such other documents relating to them as the Bank or the Security Trustee requires; and
- (d) the Additional Conditions Precedent and any conditions precedent in the Product Terms.

**6. Drawdown**

6.1 The Borrower may request a drawing under the Facility by giving notice to the Bank (which shall be irrevocable and in form and substance satisfactory to the Bank), specifying:

- (a) the drawdown date (being a Business Day on or before the Final Date for Drawing); and
- (b) the amount required (which must be at least £25,000 or such other amounts agreed by the Bank),

by not later than 10.00 a.m. on the proposed drawdown date.

6.2. No drawing may be made if an Event of Default or Potential Event of Default exists or would occur if such drawing were made.

**7. Security**

7.1 In order to protect each Secured Party's position in the event that the Borrower is unable to pay the Secured Parties in full (but without affecting the terms of any security and/or guarantees), the Facility and all other indebtedness for the time being owing by the Borrower to each Secured Party will be secured by any security and/or guarantees which are held by, or on behalf of, the Secured Parties from time to time (including, without limitation, the Existing Security and the New Security Required).

7.2 The Bank may at any time require any asset secured in favour of any Secured Party to be professionally valued at the Borrower's expense.

**8. Repayment**

8.1 The Borrower shall pay the Repayment Instalments as specified in the Key Terms. No amount which is repaid may be redrawn. If the Facility is not fully drawn by the Final Date for Drawing, any undrawn portion of the Facility shall be automatically cancelled and the Repayment Instalments shall be reduced pro rata.

8.2 Unless we agree otherwise, payments and any other sums due under this Facility must be made by Direct Debit from a bank account in your name.

We are entitled to collect payments and any other sums becoming due through any Direct Debit instruction that we have from you.

8.3 Contractual monthly payments will begin on the First Contractual Repayment Date and will be payable on the same date each month (each together with the First Contractual Repayment Date being a "Contractual Repayment Date") until all amounts under the Facility have been fully repaid.

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If the Contractual Repayment Date does not occur in any month, your contractual monthly payment for that month will be due on the day before the payment date if that day is a Business Day and if not, on the first Business Day after the payment date (for example, if the First Contractual Repayment Date was the 31st of a month and the payment date relates to a month in which there are not 31 days, the payment date for that month would be the 30th of the month if it is a Business Day and, if not, would be the next Business Day after, which would fall into the following month).

Where payments are made by Direct Debit, your contractual monthly payments will be applied on the Contractual Repayment Date in accordance with this Condition so you do not need to do anything (other than ensuring that sufficient funds are in your account on the relevant date to enable the Direct Debit to be taken).

- 8.4 Any payment made in excess of your contractual monthly payment will be applied first towards any payments due and payable under the Facility Agreement and any remainder shall be treated as a partial early settlement and in each case will not contribute to your next contractual monthly payment (which will still remain due on your Contractual Repayment Date). Any early partial settlement will be treated in accordance with Condition 9 (Prepayment) below.
- 8.5 If you change your bank details you should contact us as soon as reasonably possible (and in any event at least 10 days before your next Contractual Repayment Date). If you change your bank details it may take up to 10 days for us to amend your Direct Debit arrangement to reflect the new details.
- 8.6 If, after the date of this Facility Agreement, you cancel or request a change to your Direct Debit then you must make alternative arrangements to make payments and other sums due under this Facility Agreement, ensuring that your contractual monthly payments are received by us in cleared funds on or before the Contractual Repayment Date. The timing for receipt of cleared funds will depend on the payment method which you choose (please contact us if you require further details). If you make a payment before the 7 day period immediately before your Contractual Repayment Date, this will be treated as a partial early settlement and will be treated in accordance with Condition 9 (Prepayment) below.
- If you are considering cancelling or requesting a change to your Direct Debit, we would encourage you to speak with us before doing so (at least 7 days before your next Contractual Repayment Date), as there may be cost implications for you. You will be responsible for any fees associated with the chosen payment method.
- 8.7 If you would prefer a different payment date, you can change it to a later one within 25 days of the original date, providing no Event of Default has occurred and is outstanding and you give us 14 days' notice. Please be aware that this will impact the amount of interest you will pay as interest accrues daily on the daily balance of the Loan and therefore extending the Contractual Repayment Date by up to 25 days will extend the period during which you will pay more interest as the Loan balance will remain higher for longer.
- 8.8 The Borrower may, subject to giving the Bank at least one month's notice, request a capital repayment holiday of up to twelve months. The Bank shall have absolute discretion as to whether to grant a capital repayment holiday and shall not be required to explain its reasons for any request which it declines. The Borrower will be notified in writing if the Bank agrees to any capital repayment holiday. The Bank's agreement will be conditional upon the Borrower continuing to pay interest on the Loan by debit to the Current Account.
- 8.9 The Bank may periodically revise the Repayment Instalments if the Borrower has been granted a capital repayment holiday, a capital and interest payment holiday, following a change to the Floating Rate, following a prepayment or if the aggregate amount of the Repayment Instalments is insufficient to repay the Loan in full by the Final Repayment Date or following any further drawdown of a Loan after the repayments have started. The Bank will advise the Borrower of any variation to the Repayment Instalments and the Borrower will be bound to pay such instalments.
- 8.10 Notwithstanding any other provision of the Facility Agreement, the Borrower must repay the Loan, all accrued interest and all other amounts due in connection with the Facility in full on the Final Repayment Date.

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## **9. Prepayment**

- 9.1 Following a minimum 7 days' notice in writing (which notice shall be irrevocable) the Borrower may prepay the Loan in full or in such other amount as may be agreed by the Bank. Following a prepayment the Bank may demand interest accrued to the date of prepayment on the amount prepaid and any other amounts due under the Facility Agreement (including any amounts under the indemnities in Condition 20 (*Indemnities*)).
- 9.2 Following a partial prepayment the Bank may amend the amount of the Repayment Instalments. No amount which is prepaid may be redrawn.
- 9.3 If you make any payment to us other than your contractual monthly payment when due or if you make your contractual monthly payment before the 7 day period immediately before your Contractual Repayment Date, such payment will not contribute to that contractual monthly payment which will still remain payable on your Contractual Repayment Date and we will instead treat this as a partial early settlement.
- 9.4 Any partial early settlement will be applied against the principal amount owing and will reduce future Repayment Instalments in inverse chronological order (thereby reducing the final Repayment Instalment first and, if the partial early settlement is greater than the amount of the final Repayment Instalment, then reducing the penultimate and, as applicable, any other Repayment Instalment and thereby shortening the term of the Loan).
- 9.5 If the Borrower repays or is required to repay or prepay all or part of the Loan before its scheduled Contractual Repayment Date, the Borrower shall pay any Prepayment Fee and any other fees on demand by the Bank.
- 9.6 If the Borrower repays or is required to repay or prepay all or part of the Loan during the Fixed Rate Period before its scheduled Repayment Instalment, the Borrower shall pay any Prepayment Fee and any Fixed Rate Breakage Costs or other fees on demand by the Bank.
- 9.7 If a partial early settlement is received on the same day as another event that requires a change to the amount of future Repayment Instalments under Condition 8.9 (Repayment), the amount of each future Repayment Instalment shall be amended in accordance with that Condition and the partial early settlement shall be dealt with in accordance with Condition 9.4 above.

## **10. Cancellation**

The Borrower may cancel the whole or any part (in minimum amounts of £25,000 or such other amounts agreed by the Bank) of the undrawn Facility by giving not less than 7 days' notice in writing to the Bank (which shall be irrevocable) specifying the amount to be cancelled and the cancellation date.

## **11. Interest**

- 11.1 If the Floating Rate Basis applies, interest shall accrue at the rate per annum equal to the aggregate of the Margin and the Floating Rate.
- 11.2 If the Interest Rate Basis is the Fixed Rate Basis interest shall accrue at the fixed interest rate for the duration of the Fixed Rate Period as specified in the Key Terms. At the end of the Fixed Rate Period interest shall accrue as if the Interest Rate Basis for the drawing were the Floating Rate Basis.
- 11.3 Interest will be payable in arrears as specified by the Interest Payment Requirements unless otherwise agreed in writing by the Bank and as set out in the Key Terms.
- 11.4 Interest shall accrue from day to day (before and after judgment) and be calculated on the basis of the actual number of days elapsed over a 365 day year.
- 11.5 The Bank may permit interest accruing on the Loan to be capitalised and added to the principal amount of the Loan on dates determined by the Bank.

## **12. Fees**

The Borrower shall pay the Fees and any Prepayment Fee (plus any VAT payable on such fees) to the Bank, as specified in the Key Terms.

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**13. Payments**

- 13.1 All payments by the Borrower under the Facility Agreement shall be made in full to the Bank for value on the due date by such times and in such funds as the Bank may specify as being customary at the time for settlement of transactions in Sterling, without set-off or counterclaim and free and clear of any deduction or withholding on account of tax or otherwise. If the Borrower is required by law to make any deduction or withholding from any payment under the Facility Agreement, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives a net sum equal to the sum which it would have received had no such deduction or withholding been required.
- 13.2 Notwithstanding Condition 12 (Fees), the Bank may, at its discretion, debit any sums due from the Borrower under the Facility Agreement to any account of the Borrower with any member of the Barclays Group.
- 13.3 If you are making payments to us by Direct Debit, we will accept receipt of such payments on the due date, even if not a Business Day, provided that, if the due date is not a Business Day, the payment is actually received by us on the next Business Day.
- 13.4 If you are not making payments to us by Direct Debit, we will only accept receipt of such payments when actually received by us. Please be aware that if any payment is received by us after a Contractual Repayment Date this will impact the amount of interest you will pay as interest accrues daily on the daily balance of the Loan and therefore will extend the period during which you will pay more interest as the Loan balance will remain higher for longer.

**14. Representatives and warranties**

- 14.1 The Borrower and the Parent (if named in the Key Terms) represent and warrant that at all times:
- (a) it is legally empowered to borrow the Facility on the terms set out in the Facility Agreement;
  - (b) it has taken all necessary action to authorise the acceptance of and the exercise of its rights under the Facility Agreement and the performance of its obligations under the Facility Agreement and all other documents to be entered into by it in connection with the Facility;
  - (c) there is no legal or other restriction on its ability to perform its obligations in respect of the Facility; and
  - (d) neither the Borrower, nor any Relevant Party, nor any of their Subsidiaries or directors, is either:
    - (i) listed, or is owned or controlled, directly or indirectly, by any person which is listed, on an SDN List; or
    - (ii) located, organised or resident in a country which is the subject of sanctions by any Authority.

**15. General undertakings**

- 15.1 The Borrower and the Parent (if named in the Key Terms) undertake to procure that:
- (a) the obligations of the Borrower (and, if applicable, the Parent) in respect of the Facility shall at all times rank at least *pari passu* with all its other present and future unsecured obligations;
  - (b) no Relevant Party shall create or agree to create or permit to subsist (other than in favour of any member of the Barclays Group) any Security Interest over any of its assets;
  - (c) no Relevant Party will sell, transfer or otherwise dispose of the whole or any substantial part of its undertaking, property, assets or revenues, whether by a single transaction or a number of transactions (other than in the ordinary course of trading);
  - (d) no Relevant Party will make any material change in the scope or nature of its business;

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- (e) each Relevant Party shall maintain adequate insurance in relation to its business and assets with reputable underwriters or insurance companies against risks usually insured by persons carrying on a business such as that carried on by such Relevant Party and such other risks as the Bank may from time to time reasonably require;
- (f) the Financial Covenants (if any) and any other undertakings contained in the Facility Agreement are complied with;
- (f) it will immediately upon becoming aware of it, inform the Bank of any material litigation being threatened against a Relevant Party or the occurrence of any Event of Default or Potential Event of Default (and the steps, if any, being taken to remedy it);
- (h) if the Borrower is a partnership, the Borrower shall notify the Bank in writing immediately of any change in the membership of the partnership. Whenever possible such notification shall be given in advance of such change;
- (i) if the Borrower comprises one or more trustees, the Borrower shall give to the Bank not less than 28 days' prior written notice of the proposed retirement of any trustee or the appointment of any new trustee (which shall not be effected without the prior written consent of the Bank) and shall notify the Bank in writing immediately upon the death of any trustee or the dissolution of any firm or corporation acting as trustee; and
- (j) no proceeds of the Loan will, directly or indirectly, be used or paid for the purposes of any transaction related to either:
  - (i) any person which is listed on the SDN List, or is owned or controlled directly or indirectly by any person listed on the SDN List; or
  - (ii) any country which is the subject of sanctions by any Authority.

15.2 The Borrower agrees that the Special Conditions (if any) shall apply to the Facility.

## 16. Information

The Borrower and the Parent (if applicable) will provide the Bank with the Financial Information as specified in the Key Terms.

## 17. Events of default

17.1 Each of the events or circumstances set out in this Condition 17 is an Event of Default:

- (a) the Borrower does not pay on the due date any amount payable under the Facility Agreement; or
- (b) a Relevant Party does not comply with any of its obligations under or in connection with the Facility or any guarantee or security held by, or on behalf of, a Secured Party in respect of the Facility (other than referred to in (a) above); or
- (c) any indebtedness of any Relevant Party becomes immediately due and payable, or capable of being declared due and payable (or any commitment in respect of any such indebtedness is withdrawn or cancelled), in each case, prior to its stated maturity by reason of an event of default (however described), or any Relevant Party fails to discharge any indebtedness on its due date (other than a liability which such Relevant Party is then contesting in good faith on the basis of favourable legal advice); or
- (d) any representation or warranty made, or any information provided, by any Relevant Party in connection with the Facility is or proves to have been incorrect or misleading in any material respect when made; or
- (e) a Relevant Party is unable, or is likely to be unable, to pay its debts when due or suspends making payments on any of its debts; or
- (f) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation of any Relevant Party;
  - (ii) a composition, assignment or arrangement with any creditor of any Relevant Party;
  - (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of any Relevant Party or any of its assets; or
  - (iv) enforcement of any Security Interest over any assets of any Relevant Party;

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- or any analogous procedure or step is taken in any jurisdiction: or
- (g) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a Relevant Party; or
  - (h) the presentation of a bankruptcy petition against, or the application for an interim order under Section 253 of the Insolvency Act 1986 in respect of, or the insolvency or death of, any Relevant Party; or
  - (i) any guarantee or Security Interest relating to the Facility ceases to be legal, valid and binding on a Relevant Party; or
  - (j) any guarantor giving or purporting to give notice to terminate its liabilities under any guarantee relating to the Facility; or
  - (k) any Relevant Party is involved in litigation or in any other dispute which is likely in the Bank's opinion (acting reasonably) to have an adverse effect on the business of such Relevant Party; or
  - (l) if the Borrower is a company, control of the Borrower (or the Parent) passing or having passed to any person or persons, acting either individually or in concert, who did not control the Borrower (or, as the case may be, the Parent) at the date of the Key Terms, without the prior written consent of the Bank ("control" having the meaning ascribed to it in relation to a body corporate by Section 995 of the Income Tax Act 2007); or
  - (m) if a Relevant Party is a partnership, a change in the partnership which constitutes such Relevant Party for any reason, without the prior written consent of the Bank; or
  - (n) if the Borrower comprises one or more trustees, any trustee ceases to act as such or any new trustee is appointed, without the prior written consent of the Bank; or
  - (o) there being an adverse change in the financial or trading position or prospects of any Relevant Party which, in the Bank's reasonable opinion, is material; or
  - (p) any other event of default referred to in any Product Terms occurs; or
  - (q) any event occurs in relation to the Relevant Party in any jurisdiction which has an effect substantially similar to any of the events specified above, then in any such case, the Bank's commitment to advance any undrawn balance of the Facility shall cease and the whole amount of the outstanding Loan and all accrued interest and other amounts owing under the Facility will immediately become repayable on demand in writing being made by the Bank at any time.

## **18. Costs and expenses**

The Borrower shall reimburse the Bank on demand on a full indemnity basis all valuation and legal fees and other out of pocket expenses (including VAT) incurred by the Bank in connection with the enforcement and/or preservation by the Bank of its rights under the Facility Agreement (and the documents referred to in the Facility Agreement).

## **19. Change of circumstances**

- 19.1 In the event of any change in applicable law or regulation or the existing requirements of, or new requirements being imposed by, the Bank of England, the Financial Conduct Authority, the Prudential Regulation Authority or other regulatory authority (whether or not having the force of law) which results in an increase to the Bank in the cost of funding, maintaining or making available the Facility or reduces the effective return to the Bank from the Facility, then the Borrower shall pay on demand such sum as may be certified by the Bank as being necessary to compensate for such increased cost or such reduction.
- 19.2 If, at any time, the Bank determines that it is or will become unlawful for it to carry out any of its obligations towards the Borrower in respect of the Facility then, upon the Bank notifying the Borrower of such event arising or existing in connection with the Borrower or any person related to the Borrower or any security and/or guarantee(s), the Borrower shall immediately prepay the Loan, together with all other amounts payable by the Borrower in respect of the Facility.

## **20. Indemnities**

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- 20.1 The Borrower shall indemnify the Bank on demand for any cost, expense, loss or liability suffered or incurred by the Bank in consequence of:
- (a) failure by the Borrower to borrow in accordance with a drawdown notice given by it to the Bank;
  - (b) any default or delay by the Borrower in the payment of any amount when due in respect of the Facility; or
  - (c) the occurrence or continuance of any Event of Default or Potential Event of Default.
- 20.2 If in respect of any Fixed Rate Basis Loan for any reason all or part of the Fixed Rate Basis Loan is prepaid or becomes repayable before its due date, the Borrower shall indemnify the Bank (subject to any agreed cap on Fixed Rate Breakage Costs) on demand by the Bank for any loss including, without limitation, any loss (including loss of margin), expense or liability sustained or incurred by the Bank in any such event in liquidating or re-deploying funds acquired or committed to fund, make available or maintain the Loan (or any part of it) or in liquidating or varying transactions entered into in order to match, hedge or fund the Loan or any part of it and shall also extend to interest, fees and expenses paid or payable by the Bank on account of any funds borrowed in order to fund any unpaid amount arising as a result of non-payment by the Borrower of any amount due from it under the Facility Agreement.
- 20.3 In calculating the amounts payable pursuant to Condition 20.2, the Bank may:
- (a) make or attempt to make arrangements from time to time such as hedging or swap arrangements to ensure the payment to it of all or part of the sums contemplated by the Facility Agreement or the financial equivalent;
  - (b) refer from time to time to any agreement or agreements to which it is a party providing for transactions which are substantially the reverse of or which hedge or fund in whole or in part the transactions contemplated in the Facility Agreement; and
  - (c) take all reasonable steps to make arrangements to avoid, mitigate or reduce the losses or the risk of losses which, in the opinion of the Bank, might otherwise arise from termination of any such arrangements; and losses arising from them shall be treated as losses incurred as a result of the matters referred to in Condition 20 (*Indemnities*) after taking into account, as far as appropriate, the discharge or reduction of the obligations of the Bank and other such factors as the Bank shall reasonably determine to be relevant.
- 20.4 If any amount outstanding in respect of the Facility is paid or recovered in a currency (the "other currency") other than that in which it is required to be paid (the "contractual currency"), then, to the extent that the payment (when converted at the then applicable rate of exchange) falls short of the amount unpaid, the Borrower shall, as a separate and independent obligation, fully indemnify the Bank on demand against the amount of the shortfall. For the purposes of this paragraph the expression "rate of exchange" means the rate at which the Bank is able as soon as practicable after receipt to purchase the contractual currency in London with the other currency.
- 21. Notifications binding**  
All notifications or determinations given or made by the Bank shall be conclusive and binding on the Borrower, except in the case of manifest error.
- 22. Assignment and Disclosure**
- 22.1 The Borrower (and the Parent if applicable) may not assign or transfer any of its rights in respect of the Facility. The Bank may assign or transfer all or any of its rights and/or obligations in respect of the Facility, in whole or in part, to any person or persons, including any actual or prospective assignee or transferee or to any other person (i) in connection with a securitisation of all or any part of the loan assets to any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in relation to the Facility.

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- 22.2 The Borrower, and the Parent (if named in the Key Terms) agree that the Bank may share any information, obtained at any time, from whatever source relating to the Borrower, the Parent (if named in the Key Terms), their Subsidiaries, the Facility and any guarantee or security to:
- (a) any Relevant Party;
  - (b) any member of the Barclays Group and any of its officers, directors, employees, professional advisors, auditors and any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;
  - (c) any credit reference or rating agency;
  - (d) anyone the Bank considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of its rights and/or obligations in respect of the Facility in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in connection with the Facility;
  - (e) anyone to whom information is required or requested to be disclosed by any court of competent jurisdiction or governmental, banking, taxation or other regulatory authority or similar body; and
  - (f) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.
- 22.3 The Bank will look after the information the Borrower (or Parent if named in the Key Terms) provided the Bank with when the Borrower applied for the Facility, and use it for processing the application and administering the Facility, for research or analysis, and to prevent and detect fraud. The Bank will also share it with fraud prevention agencies for these purposes, and keep it for so long as the law and legitimate business purposes allow.
- 23. Set-off**
- The Bank may at any time without prior notice to the Borrower (and irrespective of any instructions to the contrary) apply any credit balance of the Borrower in any currency on any account with any member of the Barclays Group (or any amount paid to it by or on behalf of the Borrower) in or towards the payment or discharge of any indebtedness due to the Bank by the Borrower. The Bank may use that credit balance (or amount) to buy any currency needed for that purpose. This right is without prejudice to any other rights the Bank may have at law.
- 24. Invalidity and forbearance**
- 24.1 If any provision of any document relating to the Facility is or becomes invalid or unenforceable to any extent, the remainder of that document shall not be affected and each such provision shall be valid and enforceable to the fullest extent permitted by law.
- 24.2 All rights, powers and privileges under the documents relating to the Facility shall continue in full force and effect, regardless of the Bank's exercising, delaying in exercising or omitting to exercise any of them. The rights and remedies of the Bank in respect of the Facility are cumulative and not exclusive of any right or remedy provided by law.
- 25. Liability**
- 25.1 Where the Borrower consists of more than one party, each such party shall be individually as well as jointly liable for all amounts payable under the Facility Agreement. In the event of death, bankruptcy, liquidation (including the passing of a resolution for liquidation) or dissolution of one or more such parties or an application for administration, an administration order or voluntary arrangement and/or any analogous proceedings in any other jurisdiction, the obligations of the other parties shall continue in full force and effect.

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25.2 If the Borrower is a partnership, all partners at the time the Facility is taken up and any new partners shall be individually as well as jointly liable for all amounts payable under the Facility Agreement. If a partner leaves the partnership he or she shall continue to be jointly and individually liable until the Bank confirms in writing that such liability is cancelled. If requested, any new partner will sign any document requested by the Bank to confirm its individual and joint liability as provided for in this Condition 25.2.

## **26. Notices**

26.1 Every notice, request or other communication shall:

- (a) be in writing delivered personally or by prepaid first class letter or facsimile transmission;
- (b) be deemed to have been received by the Borrower, in the case of a letter when delivered personally or 48 hours after it has been sent by first class post or, in the case of a facsimile transmission, at the time of transmission (provided that if the date of transmission is not a Business Day it shall be deemed to have been received at the opening of business on the next Business Day); and
- (c) be sent (i) to the Borrower at the address advised to the Bank; and (ii) to the Bank at the address advised to the Borrower from time to time or to such other address in England as may be notified in writing by the relevant party to the other.

26.2 All communications to the Bank shall be effective only on actual receipt by the Bank.

26.3 Except where specified, the Borrower may electronically deliver to the Bank documents required under this Facility Agreement.

## **27. Governing law**

27.1 The Facility Agreement, and all non-contractual obligations arising out of or in connection with it, are governed by English law and the parties to it (other than the Bank) each submit to the exclusive jurisdiction of the English Courts.

27.2 Condition 27.1 (*Governing law*) is for the benefit of the Bank only. As a result, it does not prevent the Bank from taking proceedings relating to any dispute relating to the Facility or the documents relating to the Facility in any other courts with jurisdiction. To the extent allowed by law the Bank may take concurrent proceedings in any number of jurisdictions.

## **28. Service**

The Borrower should contact the Bank if there are any terms of the Facility Agreement it wishes to discuss. Alternatively the Borrower may wish to seek independent advice to help it fully understand the Facility Agreement and the implications of its terms.

### **Complaints about our service**

The Bank wants to hear from the Borrower if the Borrower feels unhappy about the service it has received from the Bank. Letting the Bank know the Borrower's concerns gives the Bank the opportunity to put matters right for the Borrower and improve service to all the Bank's customers. If the Borrower has reason to complain the Borrower may do so in person, in writing by post or email or by telephone. Details of the Bank's complaints handling procedures are available on request from any branch, the Borrower's relationship team or servicing team, the Barclays Information Line on 0800 400 100\* or [www.barclays.co.uk](http://www.barclays.co.uk).

### **Financial Ombudsman Service**

If the Bank is unable to resolve the Borrower's complaint internally to its satisfaction, or the Bank has not resolved the Borrower's complaint within 8 weeks from when the Borrower first let the Bank know about its concerns and it is an eligible complainant, the Borrower may be able to refer its complaint to the Financial Ombudsman Service, Exchange Tower London E14 9SR ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.

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\* Calls to 0800 numbers are free if made from UK land lines and personal mobiles, otherwise call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls.

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## Financial Covenant Product Terms

### 1. Definitions

Terms defined in the Key Terms, the Terms and Conditions and these Product Terms have the same meaning when used in any part of the Facility Agreement. In the Facility Agreement, unless the context otherwise requires:

**Cash Flow** means, in respect of any relevant period, EBIT, adjusted as follows by:

- (a) deducting amounts paid in respect of corporation tax (including advance corporation tax);
- (b) adding amounts charged in respect of depreciation of tangible assets;
- (c) adding amounts charged in respect of amortisation of intangible assets;
- (d) deducting any increase (or adding any decrease) in Working Capital;
- (e) deducting amounts paid in respect of capital expenditure except to the extent funded from:
  - (i) the proceeds of the sale, lease, licence, transfer, loan or other disposal of assets (other than shares, business, real property or intellectual property); or
  - (ii) borrowing to fund any such capital expenditure; and
- (f) deducting amounts (whether paid or accrued) of all dividends or distribution of any kind in cash or specie paid in respect of the share capital including, without limitation, the preference share capital or, in respect of any unincorporated businesses, any drawings;

**Cumulative Retained Profits** means the cumulative aggregate of the consolidated retained profits shown in the balance sheet of the Financial Covenant Group, in each financial year of the Borrower or (as the case may be) the Parent ending after the date of its most recent audited consolidated accounts as at the date of the Facility Agreement;

**Debt Service** means, in respect of any Relevant Period:

- (a) the aggregate amount of Gross Financing Costs paid (which for the purposes of this definition only, excludes any interest costs which are payable or capitalised); plus
- (b) the principal amounts of Gross Borrowings repaid, but excluding:
  - (i) any amounts repaid under any overdraft or revolving facility and which were available for simultaneous redrawing according to the terms of that facility; and
  - (ii) any prepayment or repayment of Gross Borrowings existing on the date of the Facility Agreement which are required to be prepaid or repaid under the terms of the Facility Agreement;

**EBIT** means in respect of any Relevant Period, the consolidated total operating profit before deducting any Gross Financing Costs and before taxation for continuing operations, acquisitions (as a component of continuing operations) and discontinued operations (as set out in Financial Reporting Standard No. 3) of the Financial Covenant Group but ignoring any exceptional items and in respect of unincorporated businesses, after the deduction of any drawings;

**EBITDA** means in respect of any Relevant Period, EBIT before the deduction of any amount attributable to the amortisation of intangible assets and the depreciation of tangible assets of the Financial Covenant Group.

**Financial Covenants** means the financial covenants set out in the Key Terms.

**Gross Borrowings** means all indebtedness incurred in respect of borrowed money (together with any fixed premium on repayment) of the Financial Covenant Group and shall be deemed to include (without limitation):

- (a) the capitalised value of obligations under any hire purchase agreements and finance leasing agreements (as determined in accordance with applicable accounting standards);

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- (b) indebtedness evidenced by bonds, debentures, loan stock, notes, commercial paper or similar instruments;
- (c) the nominal amount of any share capital expressed to be redeemable; and
- (d) indebtedness (including contingent liabilities) arising under or by virtue of:
  - (i) acceptance credits;
  - (ii) debt factoring, invoice or bill discounting or note purchase facilities (save to the extent that there is no right of recourse against any member of the Financial Covenant Group);
  - (iii) deferred payment for assets or services (other than normal trade credit); and
  - (iv) any other transaction having substantially the same commercial effect as any of the foregoing, including (without limitation) those where liabilities are not shown as borrowings on a balance sheet by reason of being contingent, conditional or otherwise;

**Gross Financing Costs** means in respect of any Relevant Period, all interest, acceptance commission, payments under interest rate management arrangements (whether by way of swap, cap, collar, floor, option, forward rate agreement or otherwise) and other continuing regular or periodic costs, charges and expenses in the nature of interest (whether paid, payable or capitalised and including the interest element in hire purchase and finance leasing charges) incurred by the Financial Covenant Group during such Relevant Period in effecting, servicing or maintaining borrowings or borrowing facilities;

**Net Rental Income** means, in respect of any Relevant Period, the gross rent earned from any property charged to any member of the Barclays Group by the Borrower, as security for the Borrower's obligations less any costs relating to the management and maintenance of such property;

**Net Tangible Assets** means the aggregate of the amount paid up or credited as paid up on the issued share capital and the amount standing to the credit of the consolidated capital and revenue reserves (including share premium account, capital redemption reserve and profit and loss account) of the Financial Covenant Group but after deducting:

- (a) goodwill (including goodwill arising on consolidation) and other intangible assets;
- (b) (to the extent included) any reserves created by revaluations of fixed assets;
- (c) (to the extent included) amounts attributable to minority interests and deferred taxation; and
- (d) any debit balance on profit and loss account;

**Property Value** means the aggregate value (as determined from time to time by the relevant member of the Barclays Group or, at the expense of the Borrower, by a valuer appointed by the relevant member of the Barclays Group in consultation with the Borrower, on such bases and assumptions as the relevant member of the Barclays Group may in its discretion require) of each freehold and leasehold property from time to time charged to any member of the Barclays Group by way of first charge as security for the Borrower's obligations;

**Total Liabilities** means the aggregate amount of all liabilities (including, without limitation, any amounts attributable to minority interests, deferred taxation, provisions and share capital expressed to be redeemable) of the Financial Covenant Group, to the extent that they would be included in a balance sheet under accounting principles and practices generally accepted in the United Kingdom; and

**Working Capital** means, in respect of any Relevant Period:

- (a) the aggregate amount receivable within twelve months by each member of the Financial Covenant Group from:
  - (i) trade debtors (net of provisions for bad or doubtful debts);
  - (ii) other debtors (including directors of the Financial Covenant Group but excluding any associated or group companies); and
  - (iii) prepayments and accrued income; plus
- (b) stock and work-in-progress; less
- (c) the aggregate amount payable within twelve months by each member of the Financial Covenant Group to:

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- (i) trade creditors; and
- (ii) other creditors adjusted as follows;
  - (A) excluding any associated or group companies;
  - (B) including directors of the Financial Covenant Group;
  - (C) excluding creditors in respect of any overdraft or revolving facility and which were available for simultaneous redrawing according to the terms of that facility; and
  - (D) including accruals (other than accruals of Gross Financing Costs), deferred income, PAYE and VAT.

## **2. Financial Covenants**

- 2.1 The Borrower or the Parent (as the case may be) undertake to comply with the Financial Covenants specified in the Key Terms.
- 2.2 The Financial Covenants shall be tested by reference to the most recent financial statements referred to in the Key Terms under the heading "Testing". Notwithstanding the foregoing, any minimum NTA /Ratcheted NTA Covenant, any Loan To Value Covenant, any Exposure to Value Covenant or any Gross Borrowing Gearing Covenant are to be satisfied at all times and the Borrower or (as the case may be) the Parent shall if so required by the Bank from time to time provide the Bank with evidence of such satisfaction acceptable to the Bank.
- 2.3 The Borrower or (as the case may be) the Parent shall promptly notify the Bank of any proposed change in accounting principles to be adopted for the purposes of its audited accounts from those on the basis of which its most recent audited accounts as at the date of the Facility Agreement were prepared. If the Bank is of the opinion that any such change materially affects any of the Financial Covenants, it shall be entitled to require such covenants to be amended in such manner as it may deem appropriate to reflect such change.
- 2.4 All calculations for the purposes of the Financial Covenants and the related definitions shall be in accordance with accounting principles and practices generally accepted in the United Kingdom consistently applied.
- 2.5 Any member of the Barclays Group may at any time require the Property Value to be determined.
- 2.6 All calculations for the purposes of the Financial Covenants shall be made so that no amount shall be added or deducted more than once.

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