

A guide to understanding your Loan Agreement

This information sheet accompanies the loan agreement (the Agreement) sent to you by Triodos Bank UK Ltd (the Bank). It may also be referred to as your facility agreement.

This document highlights some key features of the Agreement, helping you assess whether the terms and the Loan suit your needs and financial situation. Please also refer to the key facts document you have received.

Please note that this information sheet is not a substitute for thoroughly reviewing the Agreement. It only highlights and explains some key features of the Agreement. You must read the Agreement in full and ensure you fully understand all terms and conditions before signing it.

This information sheet is not a legally binding offer for the Loan and does not oblige the Bank to provide you with the Loan.

Structure of the Agreement

The Agreement is made up of two sections:

- The Specific Conditions, which set out the commercial terms that apply specifically to your Loan
- The General Conditions, which apply to all Loan of this type offered by the Bank.

Together, these two sections form your full agreement with the Bank. You should read both carefully to make sure you understand all the terms and conditions.

Amount of the Loan

The amount of the Loan is detailed in Specific Condition 1.

Availability of the Loan

You can draw down the Loan until the date set out in Specific Condition 2.

To do this, you must give the Bank a written request that includes the information listed in General Condition 3. If the Loan is being used to purchase a property, your solicitor should submit this request on your behalf.

This request must be made by 10am at least three business days before the date you want to draw the Loan.

You cannot make this request until:

- The Bank has received all documents and information listed in Schedules 1 and 2 of the Specific Conditions, and
- You have met all the other conditions set out in General Condition 5.

Repayment

The way you will repay your loan is explained in Specific Condition 5 and General Condition 7.

After you draw down the loan, we will send you a repayment schedule. This will show the dates and amounts of each repayment you need to make for both the loan amount (principal) and the interest.

In any event, you must repay all amounts owed under the Agreement on or before the final date for repayment shown in Specific Condition 5.

Interest

The Agreement specifies the rate at which interest will accrue on the Loan and the dates upon which interest that has accrued must be paid to the Bank. This is set out in Specific Condition 4 and General Condition 6.

Where the Loan is to be provided by the Bank for a period of greater than ten years, the Bank may review the interest rate applied to the Loan on or around the ninth anniversary of the Agreement. Following this review the interest payable under the Agreement may be increased. Please see General Condition 6.6 for further information.

Fees

You will be required to pay certain fees to the Bank, as well as any costs that the Bank incurs in relation to the Agreement.

The fees payable under the Agreement are detailed in Specific Condition 8 and in General Conditions 8 and 9.

Ongoing obligations

You will be required to comply with certain obligations until you have repaid the Loan in full. These obligations are called “undertakings” in the Agreement.

They include:

- Providing the Bank with regular financial information,
- Allowing the Bank access to any properties over which it has taken security.
- A requirement for you to insure these properties and your other assets.

The Bank may also instruct a valuation of these properties at least every three years.

You can find full details of these undertakings in Schedule 3 of the Specific Conditions and General Condition 13.

The Bank’s right to call for the Loan to be repaid

If you breach the terms of the Agreement, for instance by failing to pay any amount which is due for payment, this may amount to an event of default. A full list of events of default, together with details of the Bank’s powers after an event of default has occurred, can be found at General Condition 14.

After an event of default has occurred the Loan, and all other amounts owed under the Agreement, could become repayable on demand. The Bank can demand repayment of the Loan and all other amounts due under the Agreement.

If you do not pay amounts owed to the Bank immediately following a demand, the Bank may take further steps against you to recover the outstanding sums.

These steps could include:

- Bringing legal proceedings against you or any person or entity that has guaranteed the Loan.
- The Bank may also take steps to enforce any security that it holds in connection with the Loan over property owned by you or any guarantor.

Additionally, if an event of default has occurred, the Bank will be entitled to charge additional interest at the rate set out in General Condition 6.5.

Contacting us

If you need to discuss any of the terms of the Agreement, please contact your Relationship Manager. Their contact details will be provided to you separately.

If you are unable to reach your Relationship Manager, you can contact the Bank using the details set out in Specific Condition 9.3.

If you are not satisfied with the service you receive from the Bank, please let us know. Details of our complaint’s procedure are also set out in General Condition 27.

Large print, braille and audio versions available on request

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