

1. Keeping the contract document**a) This document is the pawn receipt and you must keep it.**

The Pawnbroker ("us" or "we" or "our") is under a statutory obligation to give the Property to whoever holds this document unless there is reasonable cause not to do so.

b) Immediate written notice required if you no longer have this document

(i) If you do not keep this document (for example it is lost or stolen), you must tell us as soon as you realise it is missing.

(ii) You must tell us in writing, giving your contract number or enough information to let us identify this agreement and the Property. You must give this to someone acting on behalf of us at our address shown on the front of this agreement.

(iii) Notice will have been given only when we receive this or someone acting for us receives it.

c) Exclusion of liability for redemption by and release of Property to a third party

We will not be liable for any loss or damage if the Property is redeemed by and given to someone else ("a third party") before you tell us that this document is missing as described in (b) above if the third party is in possession of this document or provides a statutory declaration or statement in writing that leaves the pawn receipt inoperative by virtue of the Consumer Credit Act 1974.

d) Statutory declaration

If you do not keep this document and want to redeem your items, then unless we expressly agree to accept a statement in writing, we will require you to make a Statutory Declaration in the prescribed form, regardless of the amount of credit. If you make a Statutory Declaration, it must bear the official stamp or seal of the person administering it and we will not be obliged to let you redeem the Property without that official stamp or seal.

e) Charges for loss of this document

If you do not keep this document, we may charge you for the cost of issuing a statutory declaration or statement. The charges for this are shown on the front of this agreement.

2. Extent of duty of care to be exercised by us and of our liability

a) The Property is held by us as bailee for value and we will take reasonable care of it. However, we do not have to take special care of the Property and will not insure it so you may wish to insure the Property yourself.

b) Our liability is limited to any reduction in the Property's value caused by damage or permanent loss. If the Property or any part of it is lost while it is in our personal physical control and possession before the redemption date shown in the 'Notice to the Borrower' on the front of this agreement (but not afterwards) we will pay you our reasonable estimate of the lost Property's value at the time of its loss as compensation. We will also send you notice terminating this agreement and requiring payment of any outstanding amount (subject to any rebate) under this agreement. We can set off any amount you owe us against the amount of compensation provided. This clause 2b does not apply to any loss caused by or arising from fraudulent or dishonest actions or conduct by you. This clause 2b also does not exclude or restrict any statutory or other rights you have in respect of the loss of the Property.

c) We will not be liable in contract, tort (including negligence) or breach of statutory duty, or in any other way, and whatever the cause, for any other loss or damage, whether direct, indirect, consequential or otherwise (except for personal injury or death resulting from our negligence or our fraud), including for: i) reduction in value in the Property (including total loss of its value) except as provided for in clause (b) above, ii) loss of use of the Property, iii) loss of profit or opportunity, iv) loss caused by changes in market value, v) for loss to your business or vi) for loss caused by liability you have to anyone else.

3. If you do not redeem at the end of the loan period

If the loan period is six months and the loan amount is less than £75, the pawn will become our property. If the loan amount is more than £75, we have the right to dispose of the Property to recover your debt. If you do not redeem by the end of the loan period, interest at the specified monthly rate will continue to be charged until the amount you owe is discharged in full, either by the passing of property in the pawn, its sale, redemption or other payment. We may incur costs related to sale of the Property and you must pay these if the Property is to be redeemed before it is sold (see clause 4(f) below).

4. Sale of the Property

a) When the Property becomes realisable by us under the Consumer Credit Act 1974 ("the Act"), we can sell it by public auction or private treaty.

b) You and we both agree that if the Property is sold at public auction, the amount paid for it is its true market value.

c) If we sell the Property by private treaty, this may take place either at our premises or at any other trade premises which we choose and we may accept any reasonable offer for the Property according to the market conditions at the time.

d) Where the Property is sold you may challenge the value obtained for the property where you consider that we have not received the true market value. If you wish to make a challenge you can do so orally or in writing, using the contact details provided overleaf. In such circumstances we will need to prove that we have used reasonable care to ensure that the true market value was obtained.

e) If this agreement was entered into for more than one item, for all the purposes, including the purposes of the Act, the net proceeds of sale will mean and refer to the net proceeds of sale of all the items and pawn will mean and refer to all the items comprising the Property. However, we will not be obliged to sell the Property as one lot or on one date and the date of sale shall be the date of sale of the last item.

f) If the Property becomes realisable, we can make reasonable repairs or improvements to it if we reasonably believe this is likely to improve the likelihood that it will be sold or increase the price that could be achieved for it. The costs of those repairs or improvements will be payable by you.

g) We are entitled to deduct costs relating to the sale of the Property, including the costs payable under (f), from the amount we receive from the sale of the Property.

h) You are not entitled to interest on any surplus which arises on the sale of the Property.

i) When an article has been sold you will receive information about the sale. If the proceeds (less expenses) are more than the amount that would have been payable to redeem the article on the date of sale you will be entitled to receive the extra amount. If the proceeds are less than the amount owed you will not be pursued for the shortfall and we will refund any payments you have made to date because we have not undertaken a separate documented assessment of your creditworthiness before entering into this agreement. With regard to the Notice to Borrower section overleaf, to the extent that this states that we will pursue you for a shortfall in the event of a sale of the property taken in pawn, please note this is wording that we are required to include by the Consumer Credit Act 1974. We will not pursue a shortfall in this case.

5. Enquiries by Police and release of the Property to Police

a) You authorise us to disclose all information we have relating to you and/or the Property to the Police.

b) If the Police need to seize the Property or any part of it, you authorise us, upon obtaining a proper receipt, to release the Property or any part of it to the Police.

c) If we have released the Property to the Police, this will for all purposes be reasonable cause for our refusal to give it to anyone who is entitled to it.

6. Data Protection

The information Speedloan Finance Limited collects from you will be used to administer your agreement, to prevent and detect fraud and other unlawful activity and to tell you about other services that we think may interest you. By entering into this agreement, you agree that we can use your information for these purposes. Except as agreed here, we will not disclose your information to anyone else unless we have to do this by law. You have a right to see the information we hold about you but if you apply to us, please note that you must pay a fee to do this which we will tell you about when you contact us. You also have a right to prevent your information being used for marketing. To tell us about this at any time or to ask for a copy of your information, please write to Speedloan Finance Ltd, 2 Burgage Square, Wakefield, WF1 2TS or contact the branch shown on the front of this agreement.

7. Searches for the Property

We are not obliged to search for the Property at your request for purposes other than redemption and a reasonable charge shall be made for the time and costs incurred searching for the Property at your request at any time other than for the purposes of redemption. The total charge for credit is calculated on the assumption that no such charge will arise.

8. Payments to be in cash

Payments by you to us must be in cash. We may accept other forms of payment but you must agree these with us first.

9. Law and governance

We are a pawnbroking company and our place of business is the address shown on the front of this agreement. We are authorised and regulated by the Financial Conduct Authority. We are also registered with the Information Commissioner as a data controller under the Data Protection Act 1998, registration number Z6194219. This contract is governed by the law of England and Wales, unless you live elsewhere in the United Kingdom in which case your local law will apply. The contract is in English and we will communicate with you in English. We may assign our rights and responsibilities under this agreement to a third party. If we do this, either we or the party we assign the agreement to will tell you.

10. Warranties

You warrant to us that you have good and free title to the Property free of all encumbrances of any kind or, if the Property does not belong to you, you have the authority of its owner to pledge it as security for this agreement and for interest and charges, and the owner has good and marketable title to the Property, free of all encumbrances of any kind. You also warrant that you are not under the age of 18. It is an offence to accept goods in pledge from someone who is or appears to be under the age of 18.