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(1) <<Name of the Borrower'

(2) <<Name of the Lender'

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THIS AGREEMENT is dated and made between

BETWEEN:

- (1) <<Name of Borrower>> (the "Borrower") of <<Address>> and
(2) <<Name of Lender>> (the "Lender") of <<Address>>.

NOW IT IS HEREBY AGREED as follows:

BACKGROUND

The Lender has agreed to provide a loan of £<< >> on a [secured]
[unsecured] basis (the "Loan").

1. Definitions and Interpretation

1.1 In this agreement:

"Advance"	the sum of money made or to be made by the Lender under this Agreement;
"Business Day"	any day other than a Saturday, Sunday or public holiday on which banks in London are open for business;
"Commencement Date"	the date on which this Agreement is entered into;
"Drawdown Date"	the date on which an Advance is made;
"Drawdown Notice"	the notice given for the drawdown of an Advance in the form of Schedule 2;
"Event of Default"	any event or circumstance as specified in Schedule 3;
["Existing Security"]	any security created or outstanding with the Lender at the date of the Lender;
"Final Repayment Date"	the date << >>];
"Finance Documents"	the Loan Agreement, the Security Documents and any other documents designated as such by the Lender;

“Interest Pay	ns each [<<Insert relevant dates on which est payments to be made such as monthly, erly dates etc.>>] and the Final Repayment
“Potential Ev	ns any event or circumstances which would, on giving of notice, expiry of any grace period or ng of any determination under this Agreement, me an Event of Default;
[“Repayment	ns each of the dates specified in clause 7 [and odule 1] for repaying the Loan by installments;]
“Security”	ns any mortgage, debenture, charge (whether or floating, legal or equitable), pledge, lien, nment by way of security, title retention or any type of arrangement having a similar effect to of them;
“Security Do	ns the documents attached under Schedule 3;
“Tax Deduct	ns a deduction or withholding for, or on account tax from a payment under the Finance ments;
“Warranties”	ns the representations and Warranties set out at e 12.

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- 1.3 The
their
2. **The Facility**
- Subject to a
Borrower the
3. **Purpose**
- 3.1 The
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- 3.2 The
agree
4. **Drawdown**
- Subject to cl
- 4.1 The
Adva
- 4.2 The
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- ent to a statute or a provision of a statute shall be
that statute or provision as amended, re-enacted
ne.
- ent are for convenience only and shall not affect
- his agreement the Lender agrees to lend to the
> (the “**Facility**”) on << >> (the “**Loan Date**”).
- sums borrowed by it under this agreement for
is to be used>>.
- o monitor or verify how any amount under this
- awing by the Borrower in [not more than << >>
- [the] Advance to the Borrower in immediately
e Drawdown Date, to or for the account of the
he Drawdown Notice.

- 4.3 The Deliverance Warranties shall constitute a representation and warranty that on the date of the Drawdown Notice and the date of the Warranties are correct and that no Event of Default is continuing or would result from the proposed transaction.
- 4.4 The Deliverance Warranties shall not be revoked without the written consent of the Lender.
- 4.5 Any payment made by the Borrower shall be made on a day which is not a Business Day or a Bank Holiday. Any interest or other amount payable shall be calculated accordingly.
5. **[Conditions Precedent]**
- 5.1 The Borrower shall not make [the Advance] [each Advance] and the Borrower shall not give a Drawdown Notice, is subject to the Lender having received satisfactory documents and evidence in a form and substance satisfactory to the Lender:
- 5.1.1 [the Borrower's constitutional documents];
- 5.1.2 [the documents required to enable the Borrower to execute, and discharge its obligations under this agreement];
- 5.1.3 [the signatures of each person required to consent in clause 5.1];
- 5.1.4 [the latest available financial statements];
- 5.1.5 [such other information, document, opinion or assurance which the Lender may deem necessary [or desirable] in connection with the entry into of, the transactions contemplated by this agreement].
6. **Interest**
- 6.1 The Interest rate shall be at [a] [an] [annual] [monthly] [daily] rate of << >> per cent per annum.
- 6.2 Interest shall be payable [daily] [monthly] on the balance outstanding from the date of the Drawdown Notice until the Final Repayment Date, and will be charged to the Borrower on the next Payment Date.
- 6.3 In the event of default in payment the aforesaid interest rate shall apply to the total amount of interest due at the time of default.
7. **Repayment**
- [EITHER]**
- 7.1 The Borrower shall repay the Loan in full by way of a single repayment on the Final Repayment Date.
- OR**
- 7.2 The Borrower shall repay the Loan in full by way of installments on each Payment Date set out in Schedule 1 concluding with the Final Repayment Date.

¹ Term loans are usually repaid by way of a single payment (bullet repayment) or in instalments (amortising loan). If the borrower's business is seasonal, the repayment schedule may reflect this and Schedule 1 can be adjusted accordingly.

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8. Re-borrowing

The Borrower is not entitled to receive any part of the Loan which has been repaid.

9. Payments

All payments made in full to the Lender under this agreement shall be made in full by Deduction and paid on the due date for that payment in sterling cleared funds to the account of the Lender at <<Insert Account Number, Sort Code and Address>> or any other address to notify the Borrower.

10. Value Added

All consideration payable under a Finance Document by the Borrower to the Lender shall be net of any VAT and shall be exclusive of any VAT.

11. **[Security**

The Borrower shall deliver to the Lender, as security for the repayment of the Loan by executing those documents as Schedule 3 (the "Security Documents") and on the Loan Date. From time to time the Lender may demand, and the Borrower shall execute, additional loan documents which are the Lender's security interests.]

12. Representa

The Borrower **W**ants as follows:

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| 12.1 | [The
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trans | incorporated company validly existing under the law of
n; and] The Borrower has the power to use its
ness as it is being conducted, and to execute,
ations under the Finance Documents and the
them. |
| 12.2 | [The
asset | d beneficial owner of and has good title to all its
over its assets except for the Existing Security.] |
| 12.3 | The
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effect | necessary action and obtained all required or
it to execute, deliver and perform its obligations
make this agreement admissible in evidence in
. Any such authorisations are in full force and |
| 12.4 | The i
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was s | electronic format, supplied by the Borrower to the
e Facility and this agreement was, at the time it
e Borrower's knowledge: |
| 12.4. | | accurate in all material respects at the time it was |
| 12.4. | | material respect, nor rendered misleading by a
r information, |
| | exce
rece | was amended, superseded or updated by more
y the Borrower to the Lender. |
| 12.5 | Each
prepa
stand
and
relev | nts delivered to the Lender by the Borrower were
th consistently applied accounting principles,
erally accepted in its jurisdiction of incorporation,
financial condition and operations during the
rly and accurately. |

- 12.6 No legal proceedings, administrative proceedings are taking place, or any proceedings of which the Borrower has knowledge, threatened against it or any of its assets.
- 12.7 No Event of Default, or which is or may be treated as such, is continuing or will occur when an Advance is made.
- 12.8 There has been no material adverse change in the business or financial condition of the Borrower since the date of this agreement.
13. **Covenants**
- The Borrower covenants to the Lender as follows:
- 13.1 [The Borrower shall not create, or permit to subsist, any Security over its assets other than the Security.]
- 13.2 The Borrower shall not lease, transfer or otherwise dispose of any of its assets:
- 13.2.1 in the ordinary course of business;
- 13.2.2 if the net book value is worth less than £<< >>.
- 13.3 The Borrower shall notify the Lender of any Potential Event of Default or Event of Default, and shall take (or being taken, if any, to remedy it) promptly on becoming aware of it.
- 13.4 [The Borrower shall deliver to the Lender its [audited] financial statements for the financial year ending on the date of the financial statements.]
- 13.5 [The Borrower shall deliver to the Lender:
- 13.5.1 a copy of any writ, summons, arbitration or administrative proceedings which are commenced or pending against the Lender as soon as it becomes aware of them.
- 13.5.2 a copy of any writ, summons, arbitration or administrative proceedings which are commenced or pending against the Lender as soon as it becomes aware of them.
- 13.5.3 a copy of any writ, summons, arbitration or administrative proceedings which are commenced or pending against the Lender as soon as it becomes aware of them.
14. **Events of Default**
- The Loan shall be due and payable by the Borrower, in so far as it remains outstanding, (subject to the service of notice from the Lender) on the date of the Event of Default.
- Each of the following shall constitute an Event of Default:
- 14.1 The Borrower fails to pay any sum payable by it under the Finance Documents when it becomes due and payable (whether or not a demand is made within << >> Business Days of its due date).
- 14.2 The Borrower fails to comply with any provision of the Finance Documents (if the Lender considers, acting reasonably, that the failure to comply with such provision is not remedied within << >> Business Days of the date of the failure to comply with such provision).
- 14.2.1 the Borrower becomes aware of the default; or
- 14.2.2 the Lender becomes aware of the default and the remedy available to it.
- Which of the following shall constitute an Event of Default:
- 14.3 Any false or misleading statement made, repeated or deemed made

- by the Lender. If the Lender is of the opinion that any statement made by the Borrower in connection with the Finance Documents is (or proves to have been) false, incorrect or misleading when made, repeated or deliberate, the Lender may take such action as it sees fit.
- 14.4 Any interest on the Loan is payable by the Borrower when due; or
- 14.4.1 The Loan becomes due, or capable of being declared due, at the discretion of the Lender by reason of default; or
- 14.4.2 The Lender takes any action, such as attachment, sequestration, distress, execution or any other legal process, which affects any of the Borrower's assets.
- 14.5 An event of default referred to in Clause 14.4 shall not constitute an event of default if the total amount of the indebtedness is less than £<< >>.
- 14.6 Any action or procedure or step is taken in relation to:
- 14.6.1 The Lender's insolvency, winding up, dissolution, administration or any other legal process or arrangement, scheme of arrangement (whether voluntary or otherwise) of the Borrower; or
- 14.6.2 The appointment of a liquidator, receiver, administrator, compulsory manager or any other officer in respect of the Borrower or any of its assets.
- 14.7 Any statement made by the Borrower becomes enforceable and any action or procedure or step is taken in relation to the enforcement of the Finance Documents.
- 14.8 Where the Lender is of the opinion that any statement made by the Borrower in connection with the Finance Documents or any of them, is false, incorrect or misleading when made, repeated or deliberate, the Lender may take such action as it sees fit.
15. **Assignment**
- 15.1 The Lender may assign any of its rights or transfer any of its rights or obligations under the Finance Documents to any person.
- 15.2 The Borrower agrees to assign any of its rights or obligations under the Finance Documents to the Lender.
16. **Set-Off**
- 16.1 The Lender may set-off any amounts due under this agreement against any sums payable by the Borrower.
- 16.2 The Lender is not obliged to exercise any rights given to it under this clause.
17. **Remedies, Waiver and Consents**
- 17.1 Any agreement shall be in writing and signed by or on behalf of the Lender.
- 17.2 Any waiver or consent given under this agreement is only effective if it is in writing and signed by the waiving and consenting party and applies only to the specific matter to which it is given.
- 17.3 No delay or omission to exercise any right under this agreement shall operate as a waiver of that right.
- 17.4 No exercise of any right under this agreement shall prevent the Lender from exercising any other right under this agreement.

- 17.5 Rights under this agreement are cumulative and not exclusive of any rights provided by law or otherwise.
18. **Severance**
If any provision of this agreement is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of this document and the remainder of this agreement shall not be affected thereby.
19. **Third Party**
This agreement shall have no rights under this (Rights of Third Parties) Act 1999.
20. **Communications**
20.1 All communications between the parties about the loan shall be in writing and delivered by pre-paid first class post or sent by fax or e-mail:
20.1.1 Communications to the Lender) to its registered office or as shall be notified to the Borrower by the
20.1.2 Communications to the Borrower) to the registered office (if it is a company) or (in any other case) to any other address as shall be notified to the Lender by
20.2 Communications shall be deemed to have been received:
20.2.1 by first-class post, two Business Days after posting (if posting); or
20.2.2 on the day of delivery; or
20.2.3 on a Business Day prior to 4.00 pm, at the time otherwise on the next Business Day.
20.3 Communications to the Lender shall be marked for the attention of <<Name>>
21. **Governing Law**
This Deed shall be construed and enforced in accordance with the law of England and Wales of which the parties hereto submit.

IN WITNESS OF Whereof the above written.

Signed by <<Name>> for and on behalf of the Borrower <<Name>>

Signed by <<Name>> for and on behalf of the Lender <<Name of Lender>>

SCHEDULE 1

Repayment Schedule

Loan Amount:

Interest payable:

Charge for credit:

Commencement Date:

Repayment Date	Balance Outstanding	Capital Repayment	Interest Repayment
<<Date>>		<< >>	<< >>
<<Date>>			
<<Date>>			
<<Date>>			
<<Date>>			
<<Date>>			
<<Date>>			
<<Date>>			
<<Date>>			

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SCHEDULE 2

Drawdown Notice

To: [<<Insert Name of Lender>>]

From: [<<Insert Name of Borrower>>]

Date: [<<Insert Date>>]

Re: Loan Agreement [<<Insert Date>>] made between the Lender and the Borrower for an amount of [<<Insert Amount>>]

We refer to the Loan Agreement defined in the Loan Agreement shall have their defined meanings within this Drawdown Notice.

We request to draw down the sum of:

Amount: [<<Insert Amount>>]

Drawdown Date: [<<Insert Date>>]

Payment instructions: [<<Insert Account Details>>]

We represent and warrant that the information provided in this notice as set out in the Loan Agreement are true and correct [in all material respects] in the context of this notice and will be true and correct [in all material respects] in the context of the proposed Advance.

We confirm that no Material Event of Default has occurred as at the date of this notice or will occur in the context of the proposed Advance.

We acknowledge that this notice cannot be revoked without the written consent of the Lender.

Signed by <<Name of the Borrower>>

Signed by the Lender <<Name of Lender>>

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EDULE 3]

Documents