

Fancy A PayDay Terms & Conditions

1.1 You confirm that your salary was paid last month, and will be paid on the Repayment Date, into the bank account ("Account"), identified in your application to us and in the Bank Details sent to you with this terms. You will ensure that sufficient funds are available in the Account to repay us the Total Amount Payable.

1.2 You agree to pay us the Total Amount Payable on the Repayment Date, and you grant us permission to debit that from the Account using either a cheque or debit card provided by yourself, or a standing order set up by yourself at our option. Prompt payment is essential and payment by post is at your own risk. We can take payment in multiple smaller amounts or one amount.

2.1 You will have a right to cancel this Agreement for 14 days, beginning with the day after this Agreement is signed by us. You may exercise this right by giving us notice in writing or any other durable medium accessible to us, Fancy A PayDay. Our Telephone number is 0871 288 3764. Our Fax number 0871 288 3768. If you do so after we have made the advance, you will still be required to repay the amount the amount of credit and pay the administration fee. If you do not exercise the right to cancel, you will not be able to cancel at a later date.

2.2 By signing this Agreement you request us to make the advance prior to the expiry of the Cancellation Period, although you acknowledge that we are not under any obligation to do so.

2.3 If you cancel this Agreement:

- (a) As soon as possible and in any event within 30 calendar days from the date on which you notified of the cancellation, we will refund any sum paid by or on behalf of you; and you must refund any sum paid by or on behalf of us under or in relation to this Agreement.
- (b) However, we can charge you for services actually provided by us in accordance with the terms of this Agreement.

3.1 This agreement is unsecured.

3.2 If we do not enforce our rights under this Agreement at any time we will not be prevented from doing so later.

3.3 Any notice or demand we give will be assumed to have been properly given if served on you personally, or left or sent by prepaid envelope addressed to you at your current address or last known business or private address. If sent by first class post it will be assumed to have been received by you 48 hours after posting.

3.4 You grant us permission to contact your employer named in your Employment Details at any time as may be reasonably required by us.

3.5 We may transfer all or any of our rights under this agreement.

3.6 Fancy a Payday is a trading style of Response Funding Limited who are registered at Companies House under company Number: 7170462. Our main business is consumer lending. We are registered by the Office of Fair Trading ('OFT'), and our Consumer Credit License Number on its register is 0638440.

3.7 Our Complaints Procedure: If you have a complaint, we will investigate it and give any redress to which we feel you are entitled. Once a written complaint has been received we have a maximum of ten working days to respond in kind (written or by email). This response will be from a manager. Once this is resolved no further action will be taken and the case will be closed. If you are still not happy with the solution you may choose to appeal to the Complaints Appeals Department who have a further ten working days to consider your appeal. Once they have returned a decision and the case reaches a satisfactory conclusion the case will be closed. If you are still unhappy with both decisions you may then choose to complain to the Financial Ombudsman who will make an independent ruling on the case. If you choose to refer the complaint to the Financial Ombudsman, you would need to notify the Scheme in writing within 6 months of our final response.

3.8 The law of England and Wales is taken by us as a basis for the establishment of relations with you prior to the conclusion of the Agreement, and governs the agreement. The contractual terms and conditions, and the prior information, are in English. We undertake, with your agreement, to communicate with you in English during the duration of this Agreement. The contractual terms and conditions, and the prior information, are in English. We undertake, with your agreement, communicate with you in English during the duration of this Agreement. This Agreement shall be construed according to the laws of England and Wales whose courts shall be the exclusive courts of jurisdiction.

4. Use of Your Information

In considering whether to enter into this Agreement, we may search your record at credit reference agencies. They will add to their records about you, details of our search and your application and this will be seen by other organizations that make searches. Our search of records at credit reference agencies may be linked to your spouse/partner, or others to whom you are linked financially. For the purposes of any application or this Agreement you may be treated as financially linked and you will be assessed with reference to "associated records". We may also add to your record with the credit reference agencies details of your agreement with us, the payments you make under it and any default or failure to keep to its' terms. These records will be shared with other organizations and may be used and searched by us and them in order to:

- Consider applications for credit and credit related services such as insurance for you and any associated person;
- Trace debtors; recover debts, prevent or detect money laundering and fraud, and to manage your accounts. If you fail to repay your debt to us, we have the authority to use information provided to us by other payday loan companies, in order to contact you or to take payment.

This information includes the use of your personal and employment contact details, all information supplied in applications for a payday loan, your bank account and card details, including the use of your card details to obtain payment, current financial information such as debt management negotiations, Bankruptcy etc. This does not include sensitive data such as sexual orientation and race.

When applying for a Payday loan with us, you are consenting to your details being released to other Payday Loan companies, for Fraud prevention, application and affordability assessment and non-payment of debt. This information includes the use of your personal and employment contact details, any information supplied in applications for a payday loan, bank account and card details, including the use of your card details to obtain payment, current financial information such as debt management negotiations, Bankruptcy etc.

This does not include sensitive data such as sexual orientation and race. If we believe that you are trying to obtain a loan fraudulently, we have permission to release supporting documentation and information that you have provided to us via fax, email, post or phone. It is important that you provide us with accurate information. We may check your details with fraud prevention agencies and if you provide false or inaccurate information or we suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organizations to help make decisions on credit, motor, household, life and other insurance proposals or claims for you and members of your household.

Please write to us at our address stated above, or call us on 0871 288 3764 if you require details of the credit reference agencies from whom we pass, information about you. You have a legal right to these details. You have the right to receive a copy of the information about you. You have a legal right to these details. You have the right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable.

5.1 This website and all of its contents form part of our Terms & Conditions.

5.2 Please be aware that our terms and conditions are subject to change from time to time.