Companies House

MR01(ef)

Registration of a Charge

Company Name: **EVERYDAY LENDING LIMITED**
Company Number: **05850869**

Received for filing in Electronic Format on the: **18/10/2022**

XBEX0TP6

Details of Charge

Date of creation: **17/10/2022**

Charge code: **0585 0869 0018**

Persons entitled: **GLAS TRUST CORPORATION LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES)**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALEXANDRA BARTLETT (SOLICITOR)**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5850869

Charge code: 0585 0869 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2022 and created by EVERYDAY LENDING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2022 .

Given at Companies House, Cardiff on 24th October 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES



SHEPHERD + WEDDERBURN

SCOTTISH ASSIGNATION IN SECURITY

between

Everyday Lending Limited
as Chargor

and

GLAS Trust Corporation Limited
as Security Agent

Shepherd and Wedderburn LLP
5th Floor, 1 Exchange Crescent
Conference Square
Edinburgh EH3 8UL
DX 551970 Edinburgh 53
T 0131 228 9900
F 0131 228 1222
www.shepwedd.com

ASSIGNATION IN SECURITY by:

(1) **EVERYDAY LENDING LIMITED**, a company incorporated under the Companies Acts (Company Number 05850869) whose registered office is at Secure Trust House, Boston Drive, Bourne End, Buckinghamshire SL8 5YS (the "**Chargor**")

in favour of

(2) **GLAS TRUST CORPORATION LIMITED**, a company incorporated under the Companies Acts (Company Number 07927175) whose registered office is at 45 Ludgate Hill, London EC4M 7JU as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**", which expression shall include its successors, assignees and transferees as trustee foresaid).

1. Definitions and Interpretation

1.1 Definitions

Terms defined in the Intercreditor Agreement or, to the extent not defined in the Intercreditor Agreement, in the Senior Facilities Agreement (as defined in the Intercreditor Agreement) shall, unless otherwise defined in this Assignation, have the same meaning when used in this Assignation and in addition the following words and expressions where used in this Assignation shall have the meanings given to them below:

"**Assigned Rights**" means the assets and rights assigned or to be assigned in security by or pursuant to this Assignation.

"**Collateral Rights**" means all rights, powers and remedies of the Security Agent provided by or pursuant to this Assignation or by law.

"**Contracts**" means the Customer Loans of the Chargor details of which are set out in the Loan Listing.

"**Customer**" means, in relation to a Customer Loan, the individual named as entering into such Customer Loan and to whom such Customer Loan is advanced.

"**Customer Loan**" means a loan made to an individual (or individuals) which is governed by Scots law.

"**Further Assignation in Security**" means a Scots law assignation in security granted by the Chargor in favour of the Security Agent in accordance with Clause 17 (*Further Assignations*), substantially in the form of this Assignation or otherwise in a form approved by the Security Agent.

"**Intercreditor Agreement**" means the intercreditor agreement dated 3 August 2017 and made between, amongst others, NSF Finco Limited as original debtor and the Security Agent.

"**Loan Listing**" means the list of Customer Loans signed for the purposes of identification by the Chargor dated on or before the date of the Chargor's execution of this Assignation.

"**Rights**" in relation to the Contracts includes:

(a) the right to receive all and any moneys payable thereunder;

(b) the proceeds of any payment thereunder and all claims, awards, adjudications and judgements under or in respect thereof;

(c) all claims for damages for any breach thereof (except for a breach by the Chargor);

(d) the benefit of all warranties and indemnities contained therein;

(e) any rights to terminate or rescind the Contracts; and

(f) the right to compel the performance and observance of the Contracts.

"**Schedule**" means the schedule annexed to this Assignation.

"**Secured Obligations**" means all Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or as guarantor or surety or in any other capacity.

"**Secured Parties**" means the Security Agent, any Receiver or Delegate and each of the Senior Creditors from time to time but, in the case of each Senior Creditor, only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity and in accordance with the provisions of the Intercreditor Agreement.

1.2 Interpretation

In this Assignation:

(a) the rules of interpretation contained in clause 1.2 (*Construction*) of the Intercreditor Agreement shall apply to the construction of this Assignation;

(b) any reference to the "**Security Agent**", the "**Chargor**", or the "**Secured Parties**" or any other person shall be construed so as to include its or their (and any subsequent) successors and any permitted assignees and permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents;

(c) references in this Assignation to any Clause or Schedule shall be to a clause or schedule contained in this Assignation; and

(d) references in this Assignation to any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated.

1.3 **Inconsistency**

In the event of any inconsistency arising between any of the provisions of this Assignation and the Senior Facilities Agreement or the Intercreditor Agreement, the provisions of the Senior Facilities Agreement or the Intercreditor Agreement (as the case may be) shall prevail.

1.4 **Finance Document**

This Assignation is designated a Finance Document.

2. Payment of Secured Obligations

2.1 **Undertaking to pay**

The Chargor hereby undertakes to the Security Agent (as trustee for the Secured Parties) that it shall discharge all the Secured Obligations as and when they fall due in accordance with their terms, including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as guarantor or surety or in some other capacity), **provided that** neither such undertaking nor the security constituted by this Assignation shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 **Interest on demands**

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by and in accordance with the provisions of clause 22.5 (*Interest on demand*) of the Intercreditor Agreement.

3. Assignation in Security

The Chargor hereby assigns with absolute warrandice to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations its whole right, title, interest and benefit in and to:

3.1 the Contracts; and

3.2 all Rights of the Chargor relative to such Contracts.

4. Perfection of Security

The Chargor shall, immediately following a request by the Security Agent after the occurrence of a Declared Default, deliver (or procure delivery) to the Security Agent in respect of each Contract assigned in security pursuant to Clause 3 (*Assignation in Security*), a notice substantially in the form set out in the Schedule (*Form of Intimation – Contracts*) duly executed by it.

5. Further Assurance

5.1 **Further Assurance: general**

Subject to Clause 4 (*Perfection of Security*), the Chargor shall promptly execute and do all such assurances, acts and things and deliver all such documents as the Security Agent may reasonably require for perfecting or protecting the security created or intended to be created by

or pursuant to this Assignation over the Assigned Rights or, following the occurrence of a Declared Default, for facilitating the realisation of such rights and the exercise of all powers, authorities and discretions vested in the Security Agent and shall, in particular, execute all floating charges, assignations and assurances of the Assigned Rights whether to the Security Agent or to its nominee(s) or otherwise and give all notices, orders and directions which the Security Agent may think expedient.

5.2 **Necessary action**

The Chargor shall at its own expense take all such action as the Security Agent may reasonably request (including making all filings and registrations) for the purpose of the creation, perfection, protection, confirmation or maintenance of the security created or intended to be created in favour of the Security Agent by or pursuant to this Assignation and, following the occurrence of an Event of Default, to facilitate the realisation of the Assigned Rights which are, or are intended to be, the subject of the security created or intended to be created by or pursuant to this Assignation.

5.3 **Consent of third parties**

The Chargor shall use all reasonable endeavours to obtain (in form and content reasonably satisfactory to the Security Agent) as soon as possible any consents which are necessary to enable the Assigned Rights to be assigned in security pursuant to Clause 3 (*Assignation in Security*) and, immediately upon obtaining any such consent, shall promptly deliver a copy of each consent to the Security Agent.

5.4 **Amendments**

Where such amendments, variations, modifications or waivers are prohibited pursuant to the terms of the Senior Facilities Agreement, the Chargor shall not at any time during the subsistence of this Assignation make or agree to make any amendments, variations or modifications to the Contracts or waive any of its rights under the Contracts, without the prior written consent of the Security Agent.

6. Negative Pledge and Disposals

6.1 **Security**

The Chargor shall not (and shall not agree to) at any time during the subsistence of this Assignation, create or permit to subsist any Security over all or any part of the Assigned Rights other than Permitted Security.

6.2 **No disposal of interests**

The Chargor shall not (and shall not agree to) at any time during the subsistence of this Assignation dispose of all or any of the Assigned Rights except as permitted pursuant to the Finance Documents.

7. Financial Collateral Arrangements

To the extent that any of the Assigned Rights constitutes "financial collateral" and this Assignation and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

8. Application of Enforcement Moneys

8.1 **Intercreditor Agreement**

All monies received or recovered by the Security Agent pursuant to this Assignation or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and to the extent permitted by applicable law) be applied by the Security Agent (notwithstanding any purported appropriation by the Chargor) in accordance with clause 18 (*Application of Proceeds*) of the Intercreditor Agreement.

8.2 **Suspense Account**

If the security created by this Assignation is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent may pay the proceeds of any recoveries effected by it into a suspense account.

9. Power of Attorney

9.1 Appointment and powers

The Chargor irrevocably appoints the Security Agent and any delegate thereof independently to be its attorney and in its name, if the Chargor has not complied with a further assurance or perfection obligation and any applicable grace period has expired or following the occurrence of a Declared Default, on its behalf to execute, deliver and perfect all documents and do all things which the attorney may consider to be required for:

(a) carrying out any obligation imposed on the Chargor by this Assignation (including the completion, execution and delivery of any deeds, charges, assignations or other security and any transfers of the Assigned Rights) which the Chargor has not performed, to the extent then liable to be performed; and

(b) following the occurrence of a Declared Default, enabling the Security Agent to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it by or pursuant to this Assignation or by law and (without prejudice to the generality of the foregoing) to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

9.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of the power of attorney in Clause 9.1 (*Appointment and powers*).

9.3 Security Agent's power to remedy breaches

If at any time the Chargor fails to perform any of the undertakings contained in this Assignation it shall be lawful for the Security Agent, but the Security Agent shall have no obligation, to take such action on behalf of the Chargor (including, without limitation, the payment of money) as may in the Security Agent's reasonable opinion be required to ensure that such undertakings are performed. Any costs, charges and expenses (provided such costs, charges and expenses are properly incurred) and losses incurred by the Security Agent in taking such action shall be reimbursed by the Chargor on demand.

10. Effectiveness of Security

10.1 Continuing security

(a) The security created by or pursuant to this Assignation shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the security created by or pursuant to this Assignation has been retrocessed by the Security Agent in accordance with Clause 11 (*Retrocession*).

(b) No part of the security from time to time intended to be constituted by this Assignation will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

10.2 Cumulative rights

The security created by or pursuant to this Assignation and the Collateral Rights shall be cumulative, in addition to and independent of every other security which the Security Agent or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law.

10.3 No prejudice

The security created by or pursuant to this Assignation and the Collateral Rights shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Chargor or any other person, or the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties or by any variation of the terms of the trust upon which the Security Agent holds the security or by any other thing which might otherwise prejudice that security or any Collateral Right.

10.4 Remedies and waivers

No failure on the part of the Security Agent to exercise, nor any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or

partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

10.5 **No liability**

None of the Security Agent or its nominee(s) shall be liable by reason of (a) taking any action permitted by this Assignation or (b) any neglect or default in connection with the Assigned Rights or (c) realising all or any part of the Assigned Rights, except, in each case, to the extent directly caused by fraud, wilful misconduct or gross negligence on its part.

10.6 **Partial invalidity**

If, at any time, any provision of this Assignation is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignation nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Assignation is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

10.7 **Waiver of defences**

The obligations of the Chargor under this Assignation will not be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Assignation (without limitation and whether or not known to it or any Secured Party) including:

(a) any time, indulgence, waiver or consent granted to, or composition with, any person; or

(b) the release of any person under the terms of any composition or arrangement with any creditor of any member of the Group; or

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security; or

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person; or

(e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by any Obligor from time to time); or

(f) any unenforceability, illegality, invalidity, voidability or non-provability of any obligation of any person under any Finance Document or any other document or security or of the Secured Obligations; or

(g) any insolvency or similar proceedings.

10.8 **Immediate recourse**

The Chargor waives any right it may have of first requiring any Secured Party (or the Security Agent or agent on its behalf) to proceed against any other Obligor or any other person or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Assignation. This waiver applies irrespective of any law or any provision of this Assignation to the contrary.

10.9 **Deferral of rights**

Until such time as the Secured Obligations have been discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Assignation:

(a) to be indemnified by any Obligor;

(b) to claim any contribution from any other Obligor or any guarantor of any Obligor's obligations under any Finance Document; and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other

guarantee or security taken pursuant to, or in connection with, this Assignation by any Secured Party.

11. Retrocession

11.1 Redemption of security

Upon (a) the Secured Obligations being irrevocably discharged in full and none of the Secured Parties being under any further or actual contingent obligation to make advances or provide other financial accommodation to any Obligor or any other person under any of the Finance Documents; or (b) the Chargor becoming unconditionally entitled pursuant to any provision in the Finance Documents to have any Assigned Rights released from the security created by or pursuant to this Assignation, the Security Agent shall, at the request and cost of the Chargor retrocede and re-assign to the Chargor (or as it shall direct) its whole right, title, interest and benefit in and to the Assigned Rights.

11.2 Avoidance of payments

If the Security Agent considers, on the basis of independent legal advice, that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor shall continue and such amount shall not be considered to have been irrevocably paid.

12. Set-Off

The Chargor agrees that the Security Agent may set off any matured obligation due from the Chargor under the Finance Documents (to the extent vested in the Security Agent) against any matured obligation owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

13. Subsequent Security Interests

If the Security Agent (acting in its capacity as trustee or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Assigned Rights or any assignation or transfer of the Assigned Rights which is prohibited by the terms of this Assignation or any other Finance Document, all payments made thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice.

14. Assignation

The Security Agent may assign and transfer all or any of its rights and obligations under this Assignation to the extent and in the manner permitted under the Intercreditor Agreement. The Security Agent shall be entitled to disclose such information concerning the Chargor and this Assignation as the Security Agent considers appropriate to any actual or proposed direct or indirect successor to the extent and in the manner permitted under the Intercreditor Agreement or to any other person to whom information may be required to be disclosed in accordance with any applicable law.

15. Notices

The provisions of clause 25 (*Notices*) of the Intercreditor Agreement shall apply to this Assignation.

16. Discretion and Delegation

16.1 Discretion

Save as provided to the contrary in this Assignation, any liberty or power which may be exercised or any determination which may be made under this Assignation by the Security Agent may (subject to the terms of the Intercreditor Agreement) be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

16.2 Delegation

The Security Agent shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Assignation (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude any subsequent exercise, delegation or revocation of such power, authority or discretion by the Security Agent. The Security Agent shall not be in any way liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate except, in each case, to the extent directly caused by fraud or wilful misconduct or gross negligence on its part.

16.3 **Obligations on Security Agent**

By its acceptance of the delivery of this Assignation and any Further Assignation in Security by the Chargor in respect of Customer Loans, the Security Agent acknowledges that it shall be bound by its terms and accepts the obligations imposed on it under this Assignation and any Further Assignation in Security.

17. Further Assignations

The Chargor shall:

17.1 on or around the last day of each period of three months after the effective date of this Assignation, grant a Further Assignation in Security in respect of all Customer Loans governed by Scots law which have been originated since, as applicable, the effective date of this Assignation or the date of the previously granted Further Assignation in Security;

17.2 promptly following the date of such Further Assignation in Security (and in any event within any statutory time limit), procure that particulars of such Further Assignation in Security are registered at Companies House in England and Wales under section 859A of the Companies Act 2006 and associated fees are paid; and

17.3 promptly following the registration and payment made in respect of such Further Assignation in Security pursuant to Clause 17.2 above, deliver such Further Assignation in Security together with evidence of such registration to the Security Agent.

18. Counterparts, Effective Date and Delivery

18.1 **Counterparts**

This Assignation may be executed in any number of counterparts and by each of the parties on separate counterparts.

18.2 **Delivery**

Where executed in counterparts:

(a) this Assignation will not take effect until each of the counterparts has been delivered;

(b) each counterpart will be held as undelivered until the parties agree a date on which the counterparts are to be treated as delivered;

(c) the date of delivery may be inserted in the testing clause in the blank provided for the effective date of this Assignation.

19. Governing Law

This Assignation and any non-contractual obligations arising out of or in connection with it shall be construed and governed in all respects in accordance with the law of Scotland.

20. Jurisdiction

20.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of, or connected with this Assignation (including a dispute regarding the existence, validity or termination of this Assignation or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Assignation) (a "**Dispute**").

20.2 The Chargor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and, accordingly, it will not argue to the contrary.

20.3 This Clause 20 is for the benefit of the Security Agent only. As a result and notwithstanding Clause 20.1, it does not prevent the Security Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Security Agent may take concurrent proceedings in any number of jurisdictions.

21. Consent to Registration

The Chargor hereby consents to the registration of this Assignation for preservation.

IN WITNESS WHEREOF this Assignation consisting of this and the seven preceding pages together with the Schedule annexed is executed in counterpart by the parties as undernoted, with an effective date of 8th August 2022 as follows:

Subscribed for and on behalf of the
said **EVERYDAY LENDING LIMITED**

at 1st Floor, 2 Dukes Meadow, Bourne End, Buckinghamshire, SL8 5XF

on 17th October 2022

by

Sarah Day
Print Full Name

SARAH DAY
Director/ ~~Secretary/ Authorised Person~~

..... Witness

RICHARD GIBSON
..... Name

..... Address

.....

Subscribed for and on behalf of the
said **GLAS TRUST CORPORATION LIMITED**
as Security Agent

at……

on ……

by

……	……
Print Full Name	Authorised Signatory

in the presence of this witness:

…… Witness

…… Name

…… Address

……

This is the Schedule referred to in the foregoing Scottish Assignation in Security between Everyday Lending Limited and GLAS Trust Corporation Limited as Security Agent

FORM OF INTIMATION – CONTRACTS

To: [Customer under relevant Contract]

Date: [●]

Dear [●]

Customer Loan Ref: [●]

We, Everyday Lending Limited, (the "**Assignor**"), hereby give you notice that pursuant to a Scottish assignation in security dated [●] entered into by the Assignor in favour of GLAS Trust Corporation Limited (the "**Security Agent**") (the "**Assignation**"), [(a copy of which is enclosed with this letter)] the Assignor assigned in security to the Security Agent all its right, title and interest in and to [relevant Contract] (the "**Agreement**").

All monies payable by you to the Assignor pursuant to the Agreement must be paid to the account with [●] account number [●] (designated [●]), sort code [●]. This authority and instruction is irrevocable without the prior written consent of the Security Agent.

Notwithstanding the Assignation referred to above or the making of any payment by you to the Security Agent, the Assignor shall remain liable under the Agreement to perform all the obligations assumed by it under the Agreement and the Security Agent shall not be at any time under any obligation or liability to you under or in respect of the Agreement.

Should you have any questions in relation to this letter, please contact [●].

……

For and on behalf of Everyday Lending Limited