

Acceptance of Terms & Conditions



1) Background

- a) Business Enterprise Fund (BEF) offer loans as a “lender of last resort” to applicants who are prepared to participate in their Business Support Programme. This Programme seeks to assist new and young businesses to have a better chance of survival/sustainability through intensive support and training
- b) Loans are only available to individuals who have been refused other forms of business finance. Where an applicant has been offered insufficient finance from other sources the Fund can offer “top-up” finance. Loans are available from £500 up to £60,000 to start or expand a business. In exceptional cases funding of up to £100,000 is available.
- c) Terms of up to 10 years are available. A capital repayment holiday of up to six months may be available with the agreement of the Credit Committee/Fund Management.

2) Terms

- a) If a Loan is offered it is on the condition that the money will be invested in the nominated business as proposed in the Business Plan & Application Form. However, if you accept the Loan it will be a personal debt and not dischargeable by winding up your proposed/existing business. **BEF will use every facility available to pursue repayment of the Loan.** The Loan cannot be used to fund past debts unless approved of by BEF.
- b) Security is generally not required but in some cases guarantees may be necessary. Where there is not sufficient security available the Fund may consider the use of the Enterprise Finance Guarantee Scheme (EFG); this is at the sole discretion of the Fund.
- c) The Applicant(s) must demonstrate the viability of the business proposal by the provision of a “robust” business plan. The Applicant(s) must demonstrate a clear understanding of the business planning process (including how to prepare financial forecasts) or undertake training to obtain these skills.
- d) A Mentor will be appointed to assist in the business planning process and there may be a charge for the preparation of your Application whether successful or not. If your Application is unsuccessful or withdrawn, and the Fund has provided assistance to you in the preparation of that Application, you hereby agree to pay the Fund for any reasonable costs incurred.
- e) The Mentor will present the business case to:
 - i. the Internal Credit Committee for Loans up to, and including, £20,000; or
 - ii. the External Credit Committee for Loans in excess of £20,000
- f) Applicants will be informed of the decision afterwards and these decisions are final with no right of appeal
- g) Repayments are made on a monthly basis by Direct Debit. There is a penalty for late payment of an instalment by the due date unless this is approved in advance of the due date of the direct debit payment.
- h) You will be subject to regular visits from Fund staff on a monthly basis and there are stringent requirements for the provision of information during the Term of the Loan. These include access to bank statements on a monthly basis and the provision of management accounts, to a satisfactory standard, on a quarterly basis.

3) Business Support Programme

- a) We operate our Business Support programme that is designed to support you in the business environment. This Programme seeks to provide advice and support to help you for as long as our relationship with continues. There is a contract that you will sign that will commit to regular mentoring visits.
- b) In advance of the loan agreement you may be required to pay for the preparation of your loan. This may have to be paid irrespective of whether the loan is approved or not.



Acceptance of Terms & Conditions



4) Data Protection and Disclosure Declarations

- a) On signing the *Acceptance of Terms & Conditions* you agree to Bradford Enterprise Agency Limited completing a credit check on you and providing your information to any organisation/individual associated with the provision of the funding requested. If you do not wish any of your details to be passed onto a third party you must not sign this document.
- b) By signing the *Acceptance of Terms & Conditions* you are giving your permission to BEF, and the Government if the Application is processed under EFG procedures, to:
 - i. make any enquiries about your Loan Application;
 - ii. take up references about you and your business;
 - iii. give information to each other about you and your business; and
 - iv. give information to any official involved in running or monitoring the EFG scheme
- c) By signing the *Acceptance of Terms & Conditions* you are accepting that the information you give may be used for the purposes of preventing and detecting crime and that any misleading statements (whether deliberate or accidental) given at any stage during the application process may render the Application invalid and the Applicant(s) may be liable to return any money already paid out.
- d) By signing the *Acceptance of Terms & Conditions* you agree to be bound by these terms and conditions

Note: By misleading or giving false information in the process of this application you may be guilty of a criminal offence. If you are in the process of or intending to begin insolvency proceedings, such as an Individual Voluntary Arrangement (IVA) or Bankruptcy and do not disclose this fact at this stage then you may also be guilty of a criminal offence. If you are personally insolvent and it is reasonable to assume from your circumstances that this is the case; if you do not disclose this to BEA then you may be guilty of a criminal offence. BEA's policy is to pursue prosecutions in such situations vigorously.

I hereby agree to be bound by the Terms & Conditions of Bradford Enterprise Agency Limited

First Applicant:

Name: Date of birth: / /

Address:

..... Postcode:

Signature: Date: / /

Second Applicant:

Name: Date of birth: / /

Address:

..... Postcode:



Acceptance of Terms & Conditions



Signature: Date: / /



Bradford Enterprise Agency Limited © Jan 2011
T 01274 772777 F 01274 771081 E info@befund.org W www.befund.org
Bradford Enterprise Agency Limited trading as Business Enterprise Fund
Company Registration No. 1792109 | Registered in England | VAT No. 882 8721 83

