



## Loans

### Fees & Charges

#### 1.0 Interest Surcharges

- 1.1 If you do not pay the Bank a Repayment Instalment or other sum of money by the date you were due to pay it, the Bank will charge you a default interest rate of 1% per month or part of a month (which is 12% per annum) on the unpaid sum. The Bank will charge you a minimum of €2.54 per month or part of a month.
- 1.2 The Bank will apply the default interest rate from the date on which you were due to pay the sum until the date on which you pay it to the Bank.
- 1.3 The default interest rate:-
  - 1.3.1 is charged by the Bank in addition to the normal interest which it charges you and is payable by you at the same time and in the same way as that normal interest;
  - 1.3.2 accrues before and after any judgement the Bank obtains against you;
  - 1.3.3 may be changed by the Bank at any time by giving you notice; and
  - 1.3.4 is liquidated damages to compensate the Bank including for the additional risk and for administration and other costs which arise from a customer's failure to pay the Bank a sum when due.

#### 2.0 Interest

- 2.1 The Repayment Instalments are calculated by the Bank on the basis of payment at regular agreed intervals. If the due date for a Repayment Instalment falls on a non-business day, then the Repayment Instalment may be paid on the next succeeding business day. Additional interest may accrue in such cases.
- 2.2 The Bank will calculate interest on the daily balance outstanding (after adjustment is made for cheques in the course of collection).
- 2.3 The Bank shall compound interest on the Loan at such quarterly or other periodic intervals as the Bank shall in its discretion determine.

#### Variable Only

If the borrowing rate of interest is a variable rate, the following clauses 2.4 to 2.11 apply:-

- 2.4 The Bank may vary the interest rate on the Loan up or down at any time or times during the period of the Loan at its discretion.
- 2.5 If a Reference Rate is specified or otherwise applies to the Loan at any time (a) the Bank may vary the Reference Rate up or down at any time or times during the period of the Loan at its discretion; and (b) the interest rate will vary automatically to reflect any variation up or down of the Reference Rate.
- 2.6 Without prejudice to Clause 2.4 and 2.5 above, the interest rate is normally determined by the Bank by reference to prevailing market rates, the period and purpose of the Loan and the risk associated with the Loan.

- 2.7 Any variation in the interest rate may be accommodated at the discretion of the Bank by way of:
  - (a) an adjustment to the amount of one or more of the Repayment Instalments set out in the Important Information; or
  - (b) an adjustment to the number of Repayment Instalments; or
  - (c) an adjustment up or down (as appropriate) in the amount of the final Repayment Instalment; or
  - (d) repayments which will continue after the Period of the Agreement has ended until the Loan is repaid in full.
- 2.8 If a Reference Rate is not specified or if a variable rate applies to the Loan under Clause 2.10.2, the Bank will notify you in advance of interest rates changes in accordance with the European Communities (Consumer Credit) Regulations 2010.
- 2.9 If a Reference Rate is specified or otherwise applies to the Loan at any time:
  - 2.9.1 the Bank will display the current Reference Rate on its website and in its branches;
  - 2.9.2 you agree the Bank may notify you in advance of changes in the Reference Rate by way of notice in a daily or weekly Irish newspaper;
  - 2.9.3 the Bank will set out details of the rate of interest which applies to the Loan in your regular Loan account statements.
- 2.10 The Bank reserves the right to do the following if a Reference Rate applies to the Loan:-
  - 2.10.1 to give the Reference Rate a new name or code; or
  - 2.10.2 to amalgamate or replace the Reference Rate with another Reference Rate of the Bank which is equal to or less than the Reference Rate at the time of amalgamation or replacement; or
  - 2.10.3 to replace the interest rate which applies to the Loan with a variable rate which is not based on a Reference Rate but which is equal to or less than the interest rate which applies to the Loan at the time of replacement.
- 2.11 The Bank will notify you in advance of any change provided for in Clause 2.10. In the case of a change provided for in sub-clauses 2.10.1 or 2.10.2, the Bank may notify you by a notice in a daily or weekly Irish newspaper.

#### Fixed Only

If the borrowing rate of interest is a fixed rate, the following clause 2.12 applies; -

- 2.12 The interest rate applicable to the Loan is fixed for the period of the Loan. The rate has been determined by reference to prevailing market rates (but is not linked to movements in such rates), the risk associated with the Loan and the period and purpose(s) for which the Loan is being made available.