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## ADEQUATE EXPLANATIONS DOCUMENT

(a) The features of the Agreement which may make the credit to be provided under the Agreement unsuitable for particular types of use.

This is a running-account credit facility that can only be used to finance legal Disbursements in Your legal action against your opponent and/or any other opponent you may identify to have a cause of action against in Your legal action. ("Your Legal Action").

(b) How much You will have to pay periodically and, where the amount can be determined, in total under the Agreement.

Repayment of the full Outstanding Balance is to be made by way of a single lump sum on the Repayment Date, being 30 days from the date We issue the Final Statement of Account. We may issue the Final Statement of Account on the Conclusion of Your Legal Action or on the termination of the Agreement. "Outstanding Balance" means all sums payable under the Agreement including, without limitation, the interest and other costs set out below, as well as Our legal and other costs and expenses on an indemnity basis of enforcing Our rights under the Agreement. The indemnity basis of costs means that You can only dispute an amount added to the Account on the basis that it has been unreasonably incurred or is unreasonable in amount.

Interest at 10% per annum will be charged on the Outstanding Balance on your Account. Such interest will be calculated on a daily basis and debited monthly to the Outstanding Balance. The daily rate used to calculate interest on a daily basis will be the annual rate of 10% divided by 365. For the purposes of calculating interest, the Outstanding Balance does not include previous interest which has not yet been debited to Your Account. We can vary the interest rate on at least 30 days written notice to reflect changes in funding costs, market conditions, legal or regulatory requirements or our risk profile.

A drawing fee of £75 is charged when each drawing is made and is then debited to the Account and interest will be charged on it. We can vary the Agreement at any time under clause 9 to impose different or additional charges on you to reflect changes in funding costs, market conditions, legal or regulatory requirements or Our risk profile.

(c) The features of the Agreement which may operate in a manner which would have a significant adverse effect on the you in a way which you are unlikely to foresee.

You will be required to make payment of the full Outstanding Balance on the Repayment Date whether Your Legal Action has been a success or not. This will normally be paid by Your opponents or by Your Temple Legal ATE policy. There is a risk that the full Outstanding Balance may not be fully recovered from your opponents or that it will not be covered by your ATE insurance policy (for example, if a policy exclusion applies because you have acted fraudulently or failed to follow your solicitor's advice) - in such a case, you would have to repay the Outstanding Balance out of the damages (if any) you recover from Your Legal Action or from your own funds. By entering into the Agreement You agree to instruct any solicitor acting for You to pay Us the Outstanding Balance out of the proceeds of Your Legal Action or from any money received or held by them in connection with Your Legal Action (with the exception of interim payments). By entering into this Agreement You also irrevocably instruct Temple Legal Protection Limited to pay Us the Outstanding Balance out of any contract of insurance You hold with them from time to time.

You agree that You will transfer all of Your rights and interest in Your Legal Action to Us immediately on Our written request as additional Security for Your obligations under the Agreement.

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We can bring the Agreement to an end at any time on two months' notice and in that event You will have to pay the Outstanding Balance.

If You cease to instruct Your solicitor, You will have no right to use the Agreement to pay for any further Disbursements in relation to Your Legal Action unless We agree otherwise.

(d) The principal consequences arising from a failure to make payments under the Agreement at the times required by the Agreement.

Missing payments could have severe consequences, including legal proceedings, the possibility that Your home may be repossessed and the possibility that missing payments may make it more difficult and costly to obtain credit.

Interest at 10% will be charged on the Outstanding Balance on Your Account from time to time, as set out above. Interest will continue to accrue until the Outstanding Balance is paid in full.

You must pay to Us on demand all Our charges in dealing with a default under the Agreement and any charges and expenses (including legal fees) together with any VAT that We may incur in connection with enforcing or attempting to enforce this Agreement. We are not entitled to charge you interest on default sums for the first 28 days after we have given you notice of those sums in accordance with The Act. Any subsequent interest on such default sums will be calculated on a simple basis at the Interest Rate.

(e) The effect of the exercise of any right to withdraw from the Agreement and how and when this right may be exercised.

You are entitled, under section 66A of the Consumer Credit Act 1974 ("The Act") to withdraw from this Agreement without having to give any reason within 14 days beginning with the day after:

(a) the day on which You receive a copy of the Agreement which has been signed by You and on behalf of Us; or

(b) (if You have been given a copy of the unsigned agreement and of any other document referred to in it and the unsigned agreement is in identical terms to the signed agreement), the day on which We inform You in writing that the agreement has been signed, that the signed agreement is in identical terms to the unsigned agreement a copy of which has already been given to You, and that You have a right to receive a copy of the signed agreement within the period of 14 days beginning with the day after the day on which You receive this written information.

You may give Us notice of withdrawal orally, by telephoning 01483 514877, or in writing to Temple Funding Ltd, One Bell Court, Leapale Lane, Guildford GU1 4LY, or by email to [contact@temple-funding.co.uk](mailto:contact@temple-funding.co.uk). If You withdraw from this Agreement You must repay, without delay and no later than 30 calendar days beginning with the day after the day You gave Us notice of withdrawal, any credit amount You have drawn down during the 14 day period and interest at the interest rate from the date the credit amount was provided until the date of repayment. Where credit is drawn down during the withdrawal period, We will inform You, on request, without delay, of the amount of interest payable per day.

Payment will need to be made to Temple Funding Limited by BACS payment to:

Name of Bank: **Royal Bank of Scotland**  
Bank A/c Name: **Temple Funding Ltd**  
Bank A/c Number: **10931450**  
Sort Code: **16-20-30**  
Reference: **(Client Name / Case / Certificate Number)**

(f) Information We advise You to consider.

We strongly advise You to consider the information which We have given to You in the document entitled “Pre-Contract Credit Information (Standard European Consumer Credit Information)”. If that document was given to You in person, You are able to take it away.

(g) Opportunity to ask questions or ask for further information and explanation.

You have the opportunity to ask Us questions or ask Us for further information and explanation. You can do this by talking to Your solicitor in the first instance or by contacting Temple Funding directly on 01483 514877.

We strongly recommend that you ensure that you have read and understood the explanation given in this document before entering into the Agreement.

If you are signing on behalf of a body corporate (such as a Limited Company or LLP) or a Partnership consisting of four or more partners you agree and confirm that you understand that the Consumer Credit Act 1974 (“The Act”) shall not apply to the Agreement, notwithstanding any provision to the contrary in the Agreement or other documentation provided to you.

**Signature of Client(s)**

**Print name of Client(s)**

**Date**