



ISLAMIC BANK OF BRITAIN
البنك الإسلامي البريطاني

Personal Finance Facility

Terms & Conditions

Banking with Sharia'a principles

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Section A

Words with special meaning

The **special conditions** set out below apply to the unsecured **personal finance facility** which is available to customers with an **account**. These **special conditions** are in addition to the **conditions** (available on request) which also apply and are incorporated into the **personal finance facility**.

Special word

Meaning

acceptance

means the **acceptance** substantially in form set out in part 2 of Appendix A to these **special conditions**.

agent

means Dawmay Day & Co. Limited for the sole purpose of acting for the **seller** in relation to the sale of certain **commodities** pursuant to the terms of this **agreement**.

agreement

means the **Personal Finance Facility Credit Agreement** regulated by the Consumer Credit Act 1974 attached to these **special conditions**.

buyer

the **buyer** of the **commodities** which is to be selected by the **agent**.

commodities

means the **commodities** as described in the **offer**. All such **commodities** will be those that are not prohibited by Sharia'a.

delay payment

means, with respect of any sum owed by and demanded from **you** but not paid on its due date: such additional sum determined by **us** to be the amount after applying the formula below:

$$\frac{A \times B \times C}{365}$$

Where:

"A" means the amount of such unpaid amount;

"B" means the percentage published by **us** from **us** from time to time; and

"C" means the number of days from and including such due date to and including the date of actual payment (whether before or after judgment).

Any **delay payment you** pay to **us** shall be donated by **us** to charity in accordance with guidance received from **our Sharia'a Supervisory Committee**.

event of default

means the occurrence of any of the events described in **special conditions** 3.2.

monthly instalment	means each instalment of the total amount payable by you , each instalment being the amount described in writing to you once the personal finance facility has been set-up.
offer	means the offer substantially in the form set out in part 1 of Appendix A to these special conditions .
payment date	means the day of each calendar month described in writing to you once the personal finance facility has been set-up.
personal finance facility	means the agreement together with these special conditions .
purchase agreement	means the purchase agreement to be entered into between us and you for the purchase of the commodities . The terms and conditions of the purchase agreement are set out in Section B of these special conditions .
purchase price	means the sum shown in the agreement being the amount that you are to pay to us for the purchase of the commodities .
sales agency agreement	means the agreement to be entered into between you and the agent in which you appoint the agent to sell the commodities on your behalf to a buyer . The terms and conditions of the sales agency agreement are set out in Section C of these special conditions .
sale price	means the amount that the buyer will pay to you for the commodities . The actual sale price will be confirmed to you in writing by the agent once the commodities have been sold to the buyer .
seller	means you ; with respect to the sales agency agreement substantially in the form set out in Appendix B to these special conditions .
supplier	means the person from whom we will purchase the commodities .
supply agreement	means the agreement we enter into with the supplier of the commodities pursuant to which we will purchase the commodities .
trade date	means the date on which we will sell the commodities to you as indicated by you in the application form.

Purchase Agreement Special Conditions



Section B

Purchase Agreement Special Conditions

1 Purchase of commodities from us

- 1.1 By signing the **agreement you** request **us** to purchase the **commodities** from the **supplier** for the amount set out in the **agreement**.
- 1.2 The **special conditions** in this Section **B** form an integral part of **our agreement** with **you** and by signing the **agreement you** agree to be bound by them.
- 1.3 **We** agree to purchase the **commodities** from a **supplier** and immediately sell them to **you** in accordance with the **special conditions** contained in this Section B.
- 1.4 On the **trade date we** will send **you** (or **your** appointed attorney) an **offer**. If **you** (or **your** attorney) are willing to accept the **offer, you** (or **your** attorney) will confirm such acceptance by signing the **acceptance**.
- 1.5 Ownership of the **commodities** will pass to **you** after ownership passes to **us** under the **supply agreement**. **We** will only pass to **you** such title to the **commodities** as **we** have acquired under the **supply agreement**.

2 Payment of purchase price

You agree to pay the **purchase price** by paying each **monthly instalment**, without deduction, to **us** by direct debit on each **payment date**.

3 Default

- 3.1 It is essential that **you** pay each **monthly instalment** on its due date for payment.
- 3.2 **You** will be in breach of this **agreement** if **you**:
 - 3.2.1 fail to pay any **monthly instalment** on its due date for payment; or
 - 3.2.2 breach any of the **special conditions**.
- 3.3 On the occurrence of an **event of default, we** will send **you** a default notice. Such notice shall be in writing and shall be delivered by first class post pre-paid to the address provided by **you** for the purposes of this **agreement**.
- 3.4 Any default notice sent to **you** in accordance with clause 3.3 shall be deemed to be given two **working days** after it was posted.
- 3.5 After expiry of the default notice the outstanding **purchase price** will be immediately due and payable together with any amounts payable under **special conditions** 3.6 and/or 3.7.
- 3.6 **You** hereby agree that **you** will pay to **us** on demand any and all of **our** actual costs and expenses (including fees of any collection agents) incurred in connection with recovering any unpaid amount (including without limitation **monthly instalments**) due to **us** under the **agreement**.

3.7 In addition to **special condition** 3.6 overleaf, if **you** fail to pay to **us** any sum (including without limitation, the **monthly instalments** payable hereunder) on its due date for payment, or in the case of a sum payable on demand, on the due date of demand, **you** agree to pay to **us** a **delay payment** on the relevant amount (save as otherwise expressly provided in this **agreement**). Any amount received by **us** pursuant to this **special condition** 3.7 shall be donated by **us** to charity in accordance with the guidance received from **our Sharia'a Supervisory Committee**.

4 Governing law

4.1 The laws of England govern these **special conditions**.

4.2 We both recognise and agree that the payment and/or receipt of interest is against Sharia'a principles and the **agreement** does not involve the payment or receipt of interest. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

Sales Agency Agreement Special Conditions

The background is a solid green color with a complex, abstract pattern. It features several overlapping diamond shapes, some of which are slightly offset from each other, creating a sense of depth. Additionally, there are large, organic, flowing shapes that resemble stylized leaves or petals, also overlapping and creating a layered effect. The overall aesthetic is modern and clean.

Section C

Sales Agency Agreement Special Conditions

5 Appointment of agent

- 5.1 The **seller** appoints the **agent** (and the **agent** accepts such appointment) to act as the **seller's agent** for the purpose of selling the **commodities** owned by the **seller** to a **buyer** in accordance with the **special conditions** set out in this Section C. The **seller** grants the **agent** the rights, powers and discretions necessary to negotiate with the **buyer** and to sell the **commodities**.
- 5.2 The **agent** will only act as the **seller's agent** in relation to the sale of certain commodities for the purposes of the **sales agency agreement** and will not assume, or be deemed to have assumed, any additional obligations to, or to have any special relationship with the **seller** other than those for which specific provision is made in these **special conditions**. In addition, the **agent** will not assume, or be deemed to have assumed, any obligations to, or special relationship with, the **buyer**.

6 Sale of commodities to buyer

- 6.1 The **agent** agrees that it will:
- 6.1.1 obtain the necessary documents to show that the **seller** owns the **commodities** and having done so shall sell the **commodities** to a **buyer**;
- 6.1.2 negotiate the terms of the sale transaction and conclude all contractual documentation that may be necessary;
- 6.1.3 sell the **commodities** for the **sale price** on the **trade date** after the **seller** has purchased the **commodities**;
- 6.1.4 arrange for the collection of the **sale price** on the **seller's** behalf; and
- 6.1.5 deposit the **sale price** into the **seller's account** when the **agent** receives it from the **buyer**.
- 6.2 The **agent** agrees to:
- 6.2.1 ascertain from Islamic Bank of Britain the terms of shipment and delivery applicable to the sale of the **commodities** from the **supplier** to Islamic Bank of Britain; and
- 6.2.2 to ensure that the **commodities** are sold to the **buyer** upon the like terms as to shipment and delivery as they will be sold to Islamic Bank of Britain by the **supplier**.
- 6.3 The **seller** and the **agent** agree that ownership of the **commodities** will, immediately upon payment of the **sale price** by the **buyer** to the **seller's account**, pass from the **seller** to the **buyer**.

7 Duties on agent

The **agent** agrees that it will perform its obligations in relation to the sale of certain **commodities** for the purposes of the **sales agency agreement**, in accordance with these **special conditions** and in good faith. The **agent** also agrees that it will carry out the sale of the **commodities** on the **seller's** behalf with the same degree of care as it would exercise if it were selling the **commodities** for its own account.

8 Governing law

8.1 The laws of England govern these **special conditions**.

8.2 The **seller** and the **agent** both recognise and agree that the payment and/or receipt of interest is against Shari'ah principles and consequently the **personal finance facility** does not involve the payment or receipt of interest. The **seller** and the **agent** both agree with each other that neither party will in any proceedings against the other, claim interest from the other and the **seller** and the **agent** both expressly waive and reject any entitlement to recover interest from each other.

Appendices

The background is a solid green color with a complex, abstract pattern. It features several overlapping diamond shapes (squares rotated 45 degrees) in various shades of green, some appearing as outlines and others as solid shapes. Interspersed among these are large, flowing, organic shapes that resemble stylized leaves or water ripples, also in different shades of green, creating a layered and textured effect.

Appendix A

Form of Offer & Acceptance

Part 1 - The Offer

To: [customer] [attorney]
From: Islamic Bank of Britain PLC
Date: [Trade Date]
Re: Personal Finance Facility (the “agreement”)

We refer to the **agreement**. **We offer** to sell to **you** the **commodities** described below:

commodities [detail]
quality [detail]
cost price paid by **us** [detail]
our profit [detail]

purchase price payable by **you**
in accordance with the **agreement** [detail]

Please confirm **your acceptance** of this **offer** on the terms set out above (which include the terms set out in the **agreement**) by signing below:

for and on behalf of Islamic Bank of Britain PLC

Part 2 - The Acceptance

Acceptance

I accept the offer set out above and **I** agree to pay the **monthly instalments** in accordance with the provisions set out in the agreement.

for and on behalf of [Customer's Attorney]

Appendix B

Signing page for sales agency agreement

BY SIGNING below the **seller** and the **agent** both agree to enter into the **sales agency agreement**. The parties agree to be bound by the **special conditions** in Section C. The **seller** understands that the **agent** will sell the **commodities** to a **buyer** and will pay the **sale price** into the **seller's account**. The actual **sale price** will be confirmed to the **seller** by a credit to the **seller's account** once the sale has been completed. By signing below, the **agent** agrees to enter into the **sales agency agreement** with the **seller** and to also be bound by the **special conditions** set out in Section C.

Both the **seller** and the **agent** agree that the **commodities** will be sold to a **buyer** by the **agent** on the **trade date**.

Signature of seller _____

Date of signature _____

Signed on behalf of [agent]

Signature _____
(For and on behalf of Dawnay, Day & Co Limited)

Date of the signature _____



ISLAMIC BANK OF BRITAIN
البنك الإسلامي البريطاني

Membership of the Financial Services Compensation Scheme

Islamic Bank of Britain PLC is a member of the Financial Services Compensation Scheme. The Scheme may provide compensation if we cannot meet our obligations. For example, in respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £2,000 of a depositor's total deposits with the bank and 90% of the next £33,000, resulting in a maximum payment of £31,700. Most depositors, including individuals and small firms are covered. The scheme covers deposits made with the offices of the bank within the European Economic Area. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

Want to know more about any of our accounts or services?

Call us today on:

0845 6060 786*

Monday – Friday 8am to 8pm

Saturday & Sunday 9am to 5pm

*Telephone calls will be monitored for training and security purposes

write to:

Islamic Bank of Britain PLC

PO Box 12461

Birmingham B16 6AQ

or visit one of our branches

If we don't get it right

Islamic Bank of Britain PLC will endeavour to ensure that you receive the highest standard of service and are treated with courtesy and care at all times. If you are unhappy with any aspect of our service we would like to know why. For a copy of our Customer Care leaflet detailing our complaint handling procedures call our Customer Care Team on **0845 6060 786**.

Data Protection Act

Under the Data Protection Act you have a right of access to your personal records. Should you wish to exercise this right, please write to:

The Data Protection Department

Islamic Bank of Britain PLC

PO Box 12461, Birmingham B16 6AQ

A fee will be charged for this service.

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www.islamic-bank.com

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