

THIS AGREEMENT is dated [DATE]

Parties

- (1) [BORROWER NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS] (**Borrower**).
- (2) [LENDER NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [ADDRESS] (**Lender**).

Background

The Lender has agreed to provide the Borrower with an unsecured term loan facility of £[AMOUNT].

Agreed terms

1. Definitions and Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Availability Period: the period from and including the date of this agreement to and including [DATE].

Borrowed Money: any indebtedness the Borrower owes as a result of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptance credit facility or dematerialised equivalent, bill-discounting, note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Borrower in the event of non-payment of such receivables or financial assets when due;
- (e) any deferred payments for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any rental or hire charges under finance leases (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantees, bonds, indemnities, standby letters of credit or other instruments issued by a third party in connection with the Borrower's performance of contracts;