

Non-Regulated Hire Purchase Agreement

(below £50,000)

- For body corporates and partnerships of 4 partners or more
- For sole traders and partnerships of 3 or less for business use assets where the amount of credit is over £25,000.00

The FLA recommend that customers taking out business finance agreements follow these steps:

1. Read your business finance agreement carefully before signing it. Never sign a business finance agreement which is not fully complete. Retain copies of all documentation.
2. Ensure that the final contract:
 - (a) corresponds with any verbal or written quotation on the rental amount and period of hire;
 - (b) accurately reflects what you are agreeing to pay for, including any maintenance or services included in the repayments; and
 - (c) accurately describes the equipment you are expecting to receive (e.g. whether it is new or used) and that its working life is appropriate to the length of the finance agreement.
3. Make it clear who has the authority within your own organisation to sign the agreement.
4. Make sure you understand and agree with all terms and conditions of the business finance agreement and, if you are unsure, ask for these to be explained or seek advice.
5. Make sure you understand all the costs involved and whether these will change during the course of the business finance agreement.
6. Check that the supplier of the equipment is reputable.
7. Understand whether there are any notice period or settlement terms required to terminate the agreement.
8. If there is a maintenance or service contract which is separate to the finance agreement, check that the length, start date, notice period and settlement terms of the two agreements is the same, and if not, that you are happy with this.
9. If the name of the leasing company contracting with you is not shown on the agreement, ensure that you are informed at the earliest possible time.
10. Check whether the funder is a member of the FLA, as all asset finance members adhere to the FLA Business Finance Code.
11. If any amendments are made to the business finance agreement or a further agreement is required to replace an existing agreement, do not sign it until you have made the same checks as you did for the original agreement.
12. If a new business finance agreement includes an element of refinancing from a previous agreement with a different provider, check that the settlement figure provided by the former provider matches the refinancing figure used by the new provider.

www.fla.org.uk/business-information/business-finance-code/



Lender Information

Lender, we, or us: **Mitsubishi HC Capital UK PLC** (trading as Novuna Business Finance),
Novuna House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP.
Company no. 01630491.

Agreement number

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Customer details

Customer name:

Trading as:

Address:

Postcode:

Telephone: Mobile:

Email:

Company number:

Partnership details:

If this Agreement is entered into on behalf of a partnership, state name of each partner:

(1)

(2)

(3)

(4)

Assets

New/ Used	Make / Model / Description	Serial / Chassis Number	Registration Number

Location of Assets (if different from above)

Payments and Financial Information

Cash Price (excl. VAT)	(a)	£
VAT	(b)	£
Non VAT	(c)	£
Total Cash Price	(a)+(b)+(c) = (d)	£
Cash Deposit	(e)	£
Part Exchange	(f)	£
Total Deposit	(e)+(f) = (g)	£
Balance Financed	(d)-(g) = (h)	£
Finance Charges	(i)	£
Balance Payable	Doc Fee + (h) + (i) = (j)	£

No.	Frequency	Amount
		£
		£
		£
		£
		£
		£

Hire Period means months commencing on the Date of the Agreement.

PAYMENTS start one month / three months / six months / one year after the Date of the Agreement. * delete as appropriate

Documentation Fee	£	Payable on the Date of the Agreement. This contributes to our costs of setting up the Agreement.
Annual Administration Fee	£35.00	Payable 11 months after the Date of the Agreement and annually thereafter, or with the nearest payment if no payment is due 11 months after the Date of the Agreement. If you ask for copy documents, settlement figures, change your address or bank details we will not charge you.
Option to Purchase Fee	£	Inc VAT payable with the last payment or if you choose to buy the Assets early.

IMPORTANT – YOUR INFORMATION:

We will obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and we will record information about you with them. It is important that you read the "Use of Your Information" notice on page 2 before you sign.

Missing Payments

Missing payments could have severe consequences and may make obtaining credit more difficult. We may end this Agreement if we think the Assets may be at risk or we think there is a risk to our reputation if we allow the Agreement to continue or if you breach the terms you have agreed to.

We agree to buy the Assets that you choose from a Supplier of your choice (the **Supplier**) for the purpose of hiring the Assets to you, and give you an option to purchase the Assets at the end of the Agreement.

In return you agree to hire the Assets for the Hire Period and pay us the amounts stated in the Payments and Financial Information section of this Agreement without any deduction or set-off and you agree to make all the payments on time and to make sure the Assets are only used legally and for their intended purpose and maintain the Assets, maintain comprehensive insurance of the Assets, with a reputable insurer and treat the Assets carefully (because you're responsible for all loss and damage).

What will we do?

1. We will treat you fairly, work with you whether times are good or bad.
2. During the Hire Period, we will consider two requests from you to change the due date for payment provided that the new payment date must be within 14 days of the original payment date and fall within the same month as the original payment date. We may change the amount of the Payment to reflect the fact that we will not receive payments on the dates originally scheduled.
3. We will only discuss details of the Agreement with you unless you give us explicit consent to talk to someone else.
4. We may record telephone calls for security purposes and to help us complete training and quality control assessments.

What will you do?

1. If you fail to honour your commitments set out in this Agreement, refuse to talk to us, mislead or misinform us or place the Assets in jeopardy or it is in your best interest, then we will remove the Assets from your possession.
2. If you do not do what you have agreed to do, then we may terminate the Agreement.
3. You will arrange delivery with the Supplier.
4. You have chosen the Assets so you need to make sure that they are of a satisfactory quality and will do what you want. We exclude all liability in respect of the Assets other than for death or personal injury caused by our negligence.
5. You need to be satisfied with the Supplier and make sure they can resolve any problems that may arise.
6. Make sure you're satisfied with any Supplier warranty and that your business can cope with any problems as we will not be liable for any loss of revenue, savings or profit, loss of value of the Assets or any consequential losses.
7. At all times keep the Assets safe and secure in your possession and control. Keep the Assets within the UK, unless the Assets are vehicles in which case you can use the Assets in the EU for up to 21 days at a time.
8. Let us inspect the Assets when we ask.
9. Compensate us against all losses, charges, claims or expenses incurred by us as a result of your failure to comply with the terms of this Agreement.
10. Use direct debit to make all of your payments.
11. Tell us if you wish to settle the Agreement early. We will provide you with a settlement amount and you can purchase the Assets by paying the settlement amount and the Option To Purchase Fee. The settlement amount will be all of the money that you owe and have not paid under the Agreement less a discount for early payment, calculated in accordance with our normal practice.
12. Comply with the terms of this Agreement and agree we may charge you reasonable fees to cover any extra costs if you don't.
13. Agree that we may deduct from any sum due to you under this or any other agreement, any sum recoverable from or payable by you under this Agreement.
14. If you are a partnership you agree that you are individually and jointly responsible for complying with the Agreement.

To give us the best chance of helping you, you agree to tell us if you can't or haven't paid any of your bills or debts as they fall due or if anyone else is taking action to recover monies you owe them.

Our relations with you are based on the law of the country in the United Kingdom where you are domiciled, being England, Wales, Scotland or Northern Ireland and disputes may be referred to the courts of that country.

Complaints

If you have a complaint about a product or service offered by Novuna Business Finance, then please contact our Customer Services team on 01784 227333 or email CustomerService@novunabusinessfinance.co.uk. If we are unable to resolve it to your satisfaction and you are an eligible complainant, you may have the right to refer your complaint to the Financial Ombudsman Service. Please visit the website for further information www.financial-ombudsman.org.uk

Use of Your Information

Credit Reference Agencies

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). We may also make periodic searches at CRAs to manage your account with us.

To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you, your financial associate(s), or your business can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have financial associate or business partner, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application.

CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at any of these three links. Each link will take you to the same CRAIN document:

- Equifax www.equifax.co.uk/crain
- Experian www.experian.co.uk/crain
- TransUnion www.transunion.co.uk/crain

Identity verification and fraud prevention checks

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by visiting www.cifas.org.uk.

You can find further information about how we collect, use and disclose personal information about you by searching "privacy policy" on our website www.novuna.co.uk/business-finance/privacy-notice or by emailing us at CustomerService@novunabusinessfinance.co.uk or calling us on 01784 227333 and requesting a copy of our "privacy policy".

Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*.

I/We* understand that I /we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.

I am/We are* aware that, if I am/we are* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974, then I/we* should seek independent legal advice.

***Delete as appropriate**

Declared by:

(1)	<input type="text"/>
(2)	<input type="text"/>
(3)	<input type="text"/>

This is a Hire Purchase Agreement. Sign it only if you want to be legally bound by its terms.

Signature(s)

Dates(s) of Signature(s)

The Assets will not become your property until you have made all the payments. You must not sell them before then.

Full Name in
BLOCK Capitals

Position Held

(Office use only)

Signed for and on behalf of the Lender

Date (the **Date of the Agreement**)

Novuna[®]

Business Finance

Instruction to your bank or building society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send it to :

Novuna Business Finance, Novuna House,
Thorpe Road, Staines-upon-Thames, Surrey TW18 3HP

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Name(s) of accounts holder(s)

<input type="text"/>

Bank/building society account number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Branch sort code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Service user number

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Reference

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Instruction to your bank or building society

Please pay Mitsubishi HC Capital UK PLC trading as Novuna Business Finance Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Novuna Business Finance and, if so, details will be passed electronically to my bank/building Society.

Signature(s)

Date

DDI BF A5 02.22

Banks and Building Societies may not accept Direct Debit Instructions for some types of account. This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the account, date or frequency of your Direct Debit Novuna Business Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Novuna Business Finance to collect a payment, confirmation of the amount and date will be given to you at the time of the request

- If an error is made in the payment of your Direct Debit, by Novuna Business Finance or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Novuna Business Finance asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

The following copy should be returned to the Lender

Lender Information

Lender, we, or us: **Mitsubishi HC Capital UK PLC** (trading as Novuna Business Finance),
Novuna House, Thorpe Road, Staines-upon-Thames, Surrey, TW18 3HP.
Company no. 01630491.

Agreement number

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Customer details

Customer name:

Trading as:

Address:

Postcode:

Telephone: Mobile:

Email:

Company number:

Partnership details:

If this Agreement is entered into on behalf of a partnership, state name of each partner:

(1)

(2)

(3)

(4)

Assets

New/ Used	Make / Model / Description	Serial / Chassis Number	Registration Number

Location of Assets (if different from above)

Payments and Financial Information

Cash Price (excl. VAT)	(a)	£
VAT	(b)	£
Non VAT	(c)	£
Total Cash Price	(a)+(b)+(c) = (d)	£
Cash Deposit	(e)	£
Part Exchange	(f)	£
Total Deposit	(e)+(f) = (g)	£
Balance Financed	(d)-(g) = (h)	£
Finance Charges	(i)	£
Balance Payable	Doc Fee + (h) + (i) = (j)	£

No.	Frequency	Amount
		£
		£
		£
		£
		£
		£

Hire Period means months commencing on the Date of the Agreement.

PAYMENTS start one month / three months / six months / one year after the Date of the Agreement. * delete as appropriate

Documentation Fee	£	Payable on the Date of the Agreement. This contributes to our costs of setting up the Agreement.
Annual Administration Fee	£35.00	Payable 11 months after the Date of the Agreement and annually thereafter, or with the nearest payment if no payment is due 11 months after the Date of the Agreement. If you ask for copy documents, settlement figures, change your address or bank details we will not charge you.
Option to Purchase Fee	£	Inc VAT payable with the last payment or if you choose to buy the Assets early.

IMPORTANT – YOUR INFORMATION:

We will obtain information about you from credit reference and fraud prevention agencies to help make decisions about you and we will record information about you with them. It is important that you read the "Use of Your Information" notice on page 2 before you sign.

Missing Payments

Missing payments could have severe consequences and may make obtaining credit more difficult. We may end this Agreement if we think the Assets may be at risk or we think there is a risk to our reputation if we allow the Agreement to continue or if you breach the terms you have agreed to.

We agree to buy the Assets that you choose from a Supplier of your choice (the **Supplier**) for the purpose of hiring the Assets to you, and give you an option to purchase the Assets at the end of the Agreement.

In return you agree to hire the Assets for the Hire Period and pay us the amounts stated in the Payments and Financial Information section of this Agreement without any deduction or set-off and you agree to make all the payments on time and to make sure the Assets are only used legally and for their intended purpose and maintain the Assets, maintain comprehensive insurance of the Assets, with a reputable insurer and treat the Assets carefully (because you're responsible for all loss and damage).

What will we do?

1. We will treat you fairly, work with you whether times are good or bad.
2. During the Hire Period, we will consider two requests from you to change the due date for payment provided that the new payment date must be within 14 days of the original payment date and fall within the same month as the original payment date. We may change the amount of the Payment to reflect the fact that we will not receive payments on the dates originally scheduled.
3. We will only discuss details of the Agreement with you unless you give us explicit consent to talk to someone else.
4. We may record telephone calls for security purposes and to help us complete training and quality control assessments.

What will you do?

1. If you fail to honour your commitments set out in this Agreement, refuse to talk to us, mislead or misinform us or place the Assets in jeopardy or it is in your best interest, then we will remove the Assets from your possession.
2. If you do not do what you have agreed to do, then we may terminate the Agreement.
3. You will arrange delivery with the Supplier.
4. You have chosen the Assets so you need to make sure that they are of a satisfactory quality and will do what you want. We exclude all liability in respect of the Assets other than for death or personal injury caused by our negligence.
5. You need to be satisfied with the Supplier and make sure they can resolve any problems that may arise.
6. Make sure you're satisfied with any Supplier warranty and that your business can cope with any problems as we will not be liable for any loss of revenue, savings or profit, loss of value of the Assets or any consequential losses.
7. At all times keep the Assets safe and secure in your possession and control. Keep the Assets within the UK, unless the Assets are vehicles in which case you can use the Assets in the EU for up to 21 days at a time.
8. Let us inspect the Assets when we ask.
9. Compensate us against all losses, charges, claims or expenses incurred by us as a result of your failure to comply with the terms of this Agreement.
10. Use direct debit to make all of your payments.
11. Tell us if you wish to settle the Agreement early. We will provide you with a settlement amount and you can purchase the Assets by paying the settlement amount and the Option To Purchase Fee. The settlement amount will be all of the money that you owe and have not paid under the Agreement less a discount for early payment, calculated in accordance with our normal practice.
12. Comply with the terms of this Agreement and agree we may charge you reasonable fees to cover any extra costs if you don't.
13. Agree that we may deduct from any sum due to you under this or any other agreement, any sum recoverable from or payable by you under this Agreement.
14. If you are a partnership you agree that you are individually and jointly responsible for complying with the Agreement.

To give us the best chance of helping you, you agree to tell us if you can't or haven't paid any of your bills or debts as they fall due or if anyone else is taking action to recover monies you owe them.

Our relations with you are based on the law of the country in the United Kingdom where you are domiciled, being England, Wales, Scotland or Northern Ireland and disputes may be referred to the courts of that country.

Complaints

If you have a complaint about a product or service offered by Novuna Business Finance, then please contact our Customer Services team on 01784 227333 or email CustomerService@novunabusinessfinance.co.uk. If we are unable to resolve it to your satisfaction and you are an eligible complainant, you may have the right to refer your complaint to the Financial Ombudsman Service. Please visit the website for further information www.financial-ombudsman.org.uk

Use of Your Information

Credit Reference Agencies

In order to process your application, we will perform credit and identity checks on you with one or more credit reference agencies ("CRAs"). We may also make periodic searches at CRAs to manage your account with us.

To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your credit application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

We will use this information to:

- Assess your creditworthiness and whether you, your financial associate(s), or your business can afford to take the product;
- Verify the accuracy of the data you have provided to us;
- Prevent criminal activity, fraud and money laundering;
- Manage your account(s);
- Trace and recover debts; and
- Ensure any offers provided to you are appropriate to your circumstances

We will continue to exchange information about you with CRAs while you have a relationship with us. We will also inform the CRAs about your settled accounts. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs.

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The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail at any of these three links. Each link will take you to the same CRAIN document:

- Equifax www.equifax.co.uk/crain
- Experian www.experian.co.uk/crain
- TransUnion www.transunion.co.uk/crain

Identity verification and fraud prevention checks

The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found by visiting www.cifas.org.uk.

You can find further information about how we collect, use and disclose personal information about you by searching "privacy policy" on our website www.novuna.co.uk/business-finance/privacy-notice or by emailing us at CustomerService@novunabusinessfinance.co.uk or calling us on 01784 227333 and requesting a copy of our "privacy policy".

Declaration for exemption relating to businesses (articles 60C and 60O of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)

I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us* or intended to be carried on by me/us*.

I/We* understand that I /we* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.

I/We* understand that this declaration does not affect the powers of the court to make an order under section 140B of the Consumer Credit Act 1974 in relation to a credit agreement where it determines that the relationship between the lender and the borrower is unfair to the borrower.

I am/We are* aware that, if I am/we are* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974, then I/we* should seek independent legal advice.

***Delete as appropriate**

Declared by:

(1)

(2)

(3)

This is a Hire Purchase Agreement. Sign it only if you want to be legally bound by its terms.

Signature(s)

Dates(s) of Signature(s)

The Assets will not become your property until you have made all the payments. You must not sell them before then.

Full Name in
BLOCK Capitals

Position Held

(Office use only)

Signed for and on behalf of the Lender

Date (the **Date of the Agreement**)

Novuna[®]

Business Finance

Instruction to your bank or building society to pay by Direct Debit



Please fill in the whole form using a ball point pen and send it to :

Novuna Business Finance, Novuna House,
Thorpe Road, Staines-upon-Thames, Surrey TW18 3HP

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Name(s) of accounts holder(s)

Bank/building society account number

Branch sort code

Service user number

9	4	5	5	5	4
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Reference

Instruction to your bank or building society

Please pay Mitsubishi HC Capital UK PLC trading as Novuna Business Finance Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Novuna Business Finance and, if so, details will be passed electronically to my bank/building Society.

Signature(s)

Date

DDI BF A5 02.22

Banks and Building Societies may not accept Direct Debit Instructions for some types of account. This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the account, date or frequency of your Direct Debit Novuna Business Finance will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Novuna Business Finance to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by Novuna Business Finance or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Novuna Business Finance asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.