

# LOAN AGREEMENT

Date of this agreement \_\_\_\_\_

**Parties:**

1. Name \_\_\_\_\_ (“the lender”)

Address \_\_\_\_\_

2. The Society of Mary and Martha, of the Sheldon Centre, Dunsford, Exeter EX6 7LE. Registered charity no 327394. (“the charity”)

**Terms and Conditions:**

1. *The amount of loan.* The lender now lends to the charity the sum of

£ \_\_\_\_\_ ( \_\_\_\_\_ ) (“the loan”)  
in figures in words

2. *The period of the Loan*

The loan shall be for \_\_\_\_\_ years from the date of this agreement and shall be repayable in full at the end of that period.

3. *In the event of death of the lender before the loan has been repaid*

EITHER \*I hereby waive repayment of the loan after my death, to the intent that the loan shall become the property of the charity.

Signed by the lender \_\_\_\_\_ (signature) \_\_\_\_\_  
(date)

Signed by the lender in our presence and by us both in his/her presence

	Name _____		Name _____
witness one	Address _____	witness two	Address _____
	_____		_____
	signature _____		signature _____

OR \*The loan shall be repaid in full to my personal representative three months after written notice of the date of my death.

4. *Interest.* For the avoidance of doubt the parties confirm that no interest shall be payable on the loan.

5. *Security, guarantees etc.* For the avoidance of doubt the parties confirm that there are no guarantees or security relating to the loan and no commissions have been paid in respect of the loan.

***The parties have completed this agreement by each signing the same in the presence of a witness, and by the witnesses in the presence of the respective parties***

signed by the lender \_\_\_\_\_ (signature) \_\_\_\_\_ (date)

in the presence of \_\_\_\_\_ (name) \_\_\_\_\_ (signature)

signed by Carl A. Lee, Warden \_\_\_\_\_ (signature) \_\_\_\_\_ (date)  
for and on behalf of the Trustees, and duly authorised in this regard in the presence of

\_\_\_\_\_ (name) \_\_\_\_\_ (signature)

\* please delete as appropriate

## Interest Free Loans to the Society of Mary and Martha

Interest free loans are a very helpful way of supporting the Society of Mary and Martha. Thank you for your support. These notes have been prepared to help with the completion of the form overleaf. If you have any questions or difficulties, please do not hesitate to contact the Treasurer on 01647-252752

### **The Period of the Loan**

You can make a loan for any number of years you choose. As at Easter 2010 we are asking for a minimum of 5 years to help us see the Long Barn construction through. Within our accounts, we will use our best endeavours to budget to have money back in the bank in order to repay loans on time.

### **In the event of death before repayment of the loan**

We hope this eventuality doesn't occur, but it is obviously important to think about it. Mary and Martha benefits most if you complete the waiver section. This way it remains as a loan during your lifetime, but converts to a gift in the event of your death. In order for this to be legally valid this section needs two signatures (technically it acts as a codicil to your will).

If the waiver section is not completed, the loan will automatically be repaid to your estate after your death.

### **Interest and security**

There will be no interest paid on your loan. As it is not secured against the Society's property, you are advised to look at our published accounts to check on the viability of the organisation to which you are entrusting your money. As at Easter 2010, the charity's assets include the Sheldon Centre with a value of at least £2m on a freehold basis. There is a loan of £50,000 from the diocese of Exeter secured against it already, and we are considering a commercial loan for up to £350,000.

### **Witnessing your loan**

As this agreement is a legal document, you should ask a friend to witness the form when completed. (He/she can be the same as one of the waiver witnesses if you are choosing this section too.)

### **Making your loan**

After completing the form overleaf, please return it to the Society of Mary and Martha, (at the Sheldon Centre, Dunsford, Exeter EX6 7LE) along with your cheque (payable to the Society of Mary and Martha).

Carl Lee will then sign under witness the loan agreement, and a copy will be returned for your records.

Thank you again for your support