

Credit Agreement

IMPORTANT INFORMATION – as at 11 JUNE 2010

1. Amount of credit advanced:	Credit limit is notified to you from time to time.
2. Duration of agreement:	No fixed period, see Condition 8 of the Terms and Conditions.
3. Number of repayment installments:	No fixed number.
4. Amount of each installment:	As detailed in financial details about the card below.
5. Annual Percentage Rate of Charge (APR)*:	Total cost of credit including any interest and fees 19.1% (variable)

* The APR above is based on a representative credit limit of €1,500 and incorporates the highest interest rate applicable to purchases but does not incorporate the introductory interest rate.

THIS IS A COPY OF YOUR AGREEMENT FOR YOU TO KEEP.

Financial details about the card:

- 1 We will set **your credit limit** and **advance limit** and we may change them at any time. The **advance limit** is 30% of the **credit limit**. We will give **you** written notice of any change.
- 2 Within 25 days after the date of each **statement you** must pay **us** at least the minimum payment shown on **your statement**.
The minimum payment will be:
 - 3% of the new balance shown on **your statement**; or
 - €5.00;whichever is more.
However, if the new balance is less than €5.00, **you** must pay the full new balance.

3 The rates of interest **we** charge are shown below:

Interest Rates		
Transaction Type	Monthly Rate	Annual Rate
Balance transfers for the first six months from the account opening	0.00% (fixed)	0.00% (fixed)
Balance transfers after the first six months from the account opening	1.167% (variable)	14.9% (variable)
Purchases for the first eight months from the account opening	0.00% (fixed)	0.00% (fixed)
Purchases after the first eight months from the account opening	1.167% (variable)	14.9% (variable)
Advances from the start	1.298% (variable)	16.7% (variable)

For each advance (except gambling transactions) we will charge you:

- 1.5% of the amount of the **advance**; or
 - €1.90;
- whichever is more.

We may change the interest rates and charges, but the **Annual Rate** shown above does not take account of any future changes to the interest rates and charges.

- 4 If **you** repay the full new balance shown on **your statement** within 25 days of the **statement** date, **we** will not charge **you** interest on any **purchases** shown on that **statement**.

IMPORTANT – RIGHT OF WITHDRAWAL

In addition to your contractual right to terminate this agreement at any time, you also have the right under applicable law to withdraw from this agreement at any time within 14 calendar days of the conclusion of this agreement or receiving a copy of it, whichever is the latter.

You have a right to withdraw from this agreement once it is made. The period in which you can exercise that right of withdrawal is 14 calendar days beginning on the day the agreement is concluded or when you receive a copy of it, whichever is the latter. You can either withdraw from this agreement by writing to Tesco Credit Card, Credit Card Centre, PO Box 5747, Southend-on-Sea, SS11 9AJ, England or by telephoning the Credit Card Centre on 1800 555 743. If you withdraw from this agreement, you will still have to repay any money lent to you with interest to the date of repayment. We also reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 calendar day withdrawal period. But if you repay all of the money lent to you and interest within 30 days after withdrawal - you will not have to pay any other charges. Your Cardholder Payment Protection (if any) will also be cancelled automatically. If you do not exercise your right of withdrawal, the terms of this agreement (and the Cardholder Payment Protection if applicable) will continue to apply.

IMPORTANT – YOU SHOULD READ THIS CAREFULLY YOUR RIGHTS

Applicable consumer credit law, which governs this agreement lays down certain requirements for your protection which must be satisfied when the agreement is made. It also gives you a number of rights. If you would like to know more about the protection and remedies provided to you, you should contact the Financial Regulator.

LOSS OR MISUSE OF A CREDIT CARD

If the credit card is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to €60 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable for losses to us which take place after you have told us of the theft, etc.

SUITABILITY WAIVER

You agree that you have approached us to request a Tesco Clubcard Credit Card and you have received no advice from our staff in respect of your decision to choose a Tesco Clubcard Credit Card. In such circumstances we are not required to assess whether the Tesco Clubcard Credit Card is suitable for you.

Tesco Credit Card Terms and Conditions

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THIS IS A COPY OF YOUR AGREEMENT FOR YOU TO KEEP.

This is a Tesco Clubcard Credit Card agreement made between us, (Tesco Personal Finance plc, P.O. Box 7520, Dublin 4) and you, the principal cardholder. The following details about the card form part of the credit agreement between us and you.

- We will set your credit limit and advance limit and we may change them at any time. The advance limit is 30% of the credit limit. We will give you written notice of any change.
- Within 25 days after the date of each statement you must pay us at least the minimum payment shown on your statement. The minimum payment will be:
 - 3% of the new balance shown on your statement; or
 - €5.00; whichever is more.
 However, if the new balance is less than €5.00, you must pay the full new balance.
- The rates of interest we charge, and the equivalent Annual Rates are shown below.

3a. Interest Rates

Transaction Type	Monthly Rate	Annual Rate
Balance transfers for the first six months from the account opening	0.00% (fixed)	0.00% (fixed)
Balance transfers after the first six months from the account opening	1.167% (variable)	14.9% (variable)
Purchases for the first eight months from the account opening	0.00% (fixed)	0.00% (fixed)
Purchases after the first eight months from the account opening	1.167% (variable)	14.9% (variable)
Advances from the start	1.298% (variable)	16.7% (variable)

For each advance (except gambling transactions) we will charge you:

- 1.5% of the amount of the advance; or
- €1.90; whichever is more.

We may change the interest rates and charges.

The Annual Rates shown above do not take account of any future changes to the interest rates and charges.

- If you repay the full new balance shown on your statement within 25 days of the statement date, we will not charge you interest on any purchases shown on that statement.

TESCO CLUBCARD CREDIT CARD TERMS AND CONDITIONS OF USE

(The use of your card is governed by these Terms and Conditions which form part of, and should be read in conjunction with, the credit agreement signed by us and

you. When you use your card you are deemed to have accepted these Terms and Conditions.)

MEANINGS OF WORDS AND PHRASES USED IN THIS AGREEMENT

- account** – means your credit card account.
- additional card** – means a card we issue to someone (an additional cardholder) nominated by you.
- additional cardholder** – means a cardholder appointed by you and permitted to use an additional card.
- advance** – means a transaction where you get cash, foreign currency, or travellers cheques or carry out a gambling transaction by using the card.
- advance limit** – means the most you are allowed to owe on your account at any time, by way of advances.
- agreement** – means this agreement between you and us as set out in these conditions, the card carrier and all other documents that are incorporated into these conditions or otherwise become part of the agreement from time to time.
- APR** – means the cost of credit calculated on an annual basis under applicable consumer credit law.
- balance transfer** – means a transaction where we repay a debt you owe to another financial institution and charge the amount of that debt to your account.
- business day** – means a day (other than a Saturday, Sunday or public holiday) on which we are generally open for business in the UK and, where a payment to an account with another bank is involved, on which the payee's bank is also open for business.
- card** – means the Tesco Clubcard Credit Card including any additional card supplied by us, under this agreement and incorporates all elements of that card, including without limitation, the CHIP.
- card carrier** – paper document that the plastic card is attached to.
- card holder** – means only the person in whose name the account is maintained and does not include additional cardholders.
- cash machine** – means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.
- CHIP** – means an integrated circuit embedded in a card.
- conditions** – means these Terms and Conditions as amended, extended, supplemented or replaced from time to time.
- credit limit** – means the maximum debit balance allowed on the account.
- EEA** – means the current members of the European Economic Area as may be amended from time to time.
- foreign currency** – means any currency other than euros.

- gambling transaction** – means a transaction where payment is made to an establishment that is identifiable by us as carrying on gambling, whether or not the purpose of the transaction is payment for gambling activity.
- merchant** – means any business or individual who accepts payment made with a card.
- PIN** – means the Personal Identification Number you use with the card.
- purchase** – means a transaction where you buy goods or services with the card.
- secure system** – means a system approved by us to enable the secure use of your card over the Internet.
- special offer** – means a reduced rate of interest or special terms we offer for a category of transactions.
- statement** – means any paper or electronic statement of your account.
- Tesco** – means Tesco PLC and its subsidiaries.
- transaction** – means any payment made to obtain goods or services (or cash withdrawn) by you or an additional cardholder using the card.
- you, your** – means the cardholder in whose name the card account is opened and unless the context otherwise requires, any additional cardholder.

Any references to "we", "us"; or "our" means Tesco Personal Finance plc and includes our successors and assigns. We are authorised and regulated as a credit institution by the UK Financial Services Authority: 25 The North Colonnade, Canary Wharf, London E14 5HS. Our principal business is the provision of financial services. Our head office and registered office is: Interpoint Building, 22 Haymarket Yards, Edinburgh, EH12 5BH. We are registered in Scotland and our registered number is 173199.

In these conditions headings are for convenience only and are not to be taken into account when interpreting these conditions.

1 The card

- Our card allows you to pay for goods and services purchased from merchants, and to obtain advances including cash from cash machines or by any other means where the appropriate credit card logo is displayed. A credit limit is applied and interest is payable after any relevant interest free period.
- You (and any additional cardholder) must do the following:
 - Sign the card when you or the additional cardholder receive it.
 - Keep the card secure at all times and do not allow any other person to use it.
 - Memorise the PIN and then immediately destroy any note of it.
- You (and any additional cardholder) must not do the following:
 - Go over your credit limit or advance limit.
 - Use the card before or after the period it is valid for or after you receive notice that we have cancelled or withdrawn the card.
 - Write the PIN on the card or anything kept with it.
 - Use the card to carry out transactions for illegal purposes.
- We own the card and if we ask, you must cut the card in half through the signature box and magnetic strip, and if you have a CHIP card, ensure the CHIP is cut in half and return it to us. We, or anyone acting for us, may keep any card at any time. For example, we may withdraw any card and instruct any merchant to keep hold of it if you try to use it.

e If we consider it appropriate we may suspend, withdraw or restrict the use of your card and PIN in accordance with these conditions.

2 Using the card account

Transactions

- a Use of your card is subject to transaction and daily limits.
- b Should you or an additional cardholder use your card to make a purchase or obtain an advance in a foreign currency, the transaction will be converted into euros at the exchange rate set by Visa applicable at the date the transaction is processed, as notified to you from time to time. Accordingly the date of conversion may not be the date of the transaction. We have no control over when a transaction will be processed by Visa. Exchange rates may change, and the exchange rate which applies on the day that you make the transaction may not be the same as the exchange rate we use on the day that we convert the transaction and apply it to your account. If you would like to find out more about our rates of exchange including the rate of exchange we have applied to any purchase or advance in a foreign currency on your account then please call 1800 555 743.
- c Subject to condition 4 you will have to pay us all amounts charged to your account in respect of transactions that you or any additional cardholder have authorised. You should therefore check the amount of every transaction before you authorise it.
- d When we receive an acceptable refund voucher we will pay the amount of the refund to your account.
- e You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed transactions on your account. We will consider whether there has been undue delay in accordance with condition 4 (c).

Authorising payments

- f There is a variety of means by which you can authorise transactions and drawdown on the card, these include:
- authorisation by means of your card used in conjunction with your PIN for point of sale transactions or transactions using a cash machine;
 - authorisation by means of your card number and in some circumstances a security code for transactions by mail, telephone, Internet or by use of a secure system; and
 - authorisation by means of your card and signature where the other authorisation options in this condition are not available.
- g We may decide not to authorise a transaction if:
- you have not authorised the transaction in accordance with condition 2(f);
 - we are prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;
 - your card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen;
 - you have broken this agreement;
 - you would go over your 'available credit' by making the payment on top of all other transactions we have authorised, including those not yet charged to your account. The 'available credit' on your account will be based on your credit limit, amounts debited to the account which remain unpaid and payments received from you which are paid into your account. We reserve the right not to adjust your 'available credit' by the amount of any payments received until they have been cleared. No liability shall attach to us for not giving any such establishment the authorisation requested.
 - any of the circumstances specified in condition 8(a) occur.
- h Once you have authorised a transaction using your card you cannot ask us to stop that transaction. You may authorise a transaction after it has been made by providing your consent to the transaction orally or in writing. However, we will cancel a transaction that has not been paid (e.g. a direct debit from your account) if we receive satisfactory evidence of the transaction being cancelled. If you wish to cancel a direct debit to or from your account please contact us for information on how you can do this.
- i When a transaction is authorised by use of a card

and PIN or a secure system, the use of the PIN or the secure system as appropriate, will be regarded as conclusive evidence that the transaction was authorised by you or, as the case may be, the additional cardholder. You should always check the amount of the transaction before entering your PIN. Use of any secure system by you is subject to the terms and conditions of the secure system.

Interest

- j The rates of interest applicable to the card will be the interest rates set out in Section 3 of the credit agreement, as varied from time to time at our absolute discretion.
- k For any purchases, balance transfers and advances we will charge interest, from the date the transaction is debited to your account, on the amount of the transaction. All interest, including interest associated with an additional card, will be the cardholder's liability and will be debited to the account.
- l We work out the interest using the interest rate applying as at the statement date and calculated on the average daily balance since the previous statement date. The interest payable in respect of individual transactions will accrue and be charged from the date it is debited to your account which is the posting date on your statement, to the date payment is received and credited to your account.
- m Where an interest rate applies for a fixed period not ending on a statement date, that interest rate will continue until the next statement date.
- n A statement of account, is available on request and free of charge at any time throughout the duration of this agreement.

Statements

- o Each month we will send you a statement showing:
- all amounts charged to your account for the period covered by the statement; and
 - any repayments you have made since your previous statement. You must pay us the minimum payment on or before the payment date shown on your statement.
- p When we tell you, you must also immediately pay us:
- any amount you owe over your credit limit;
 - any unpaid payments from previous statements;
 - any late payment or other charge shown on your statement; and
 - the amount of any transaction that breaks this agreement.
- q As soon as you receive a statement you should examine it carefully and immediately report any disputed transactions, errors or omissions to us using the details in the 'Contacting us' section.
- r If we give you notice we may allow you not to pay a monthly payment. When this happens we will continue to charge interest on the full balance of your account, including transactions shown on your latest statement.

Charges

- s If you do not keep to any of these conditions, you may have to pay our administration charges as set out in our published tariff. The published tariff also includes details of other charges you may be required to pay. We will apply these charges to your account. Subject to us fulfilling any notification requirements under these conditions, we may charge our charges from time to time. Charges will be debited to your account where:
- you go over your credit limit.
 - you make a late payment.
 - you cannot pay a cheque or a direct debit.
 - you carry out a transaction in a foreign currency.
 - Government tax must be paid on your account.
- Charges will be applied to your account and shall be treated as purchases for interest calculation purposes. Government tax will be exempt from interest.

Where we put a transaction in a foreign currency onto your account you may also be charged a transaction fee by the merchant. We have no control over the amount of any fees that might be charged by a merchant. Transaction fees may vary depending on the country where a transaction is effected. You may also be charged a transaction fee

by the local bank which processes the transaction. All charges, including charges associated with an additional card, will be the cardholder's liability and will be debited from the account.

Repayments

- t If we receive an authorised payment transaction from you before 17.00 on a business day we will give immediate effect to your instruction. If we receive a payment transaction after 17.00 on a business day, at the weekend or on an English bank holiday we will give effect to your instruction on the next business day.
- u You will find information on the back of your statement about the normal clearance period for the methods which you can make payments to your account by.
- v When making a payment, the processing time will differ depending on the method of repayment chosen. Until 1 January 2012 it may take up to three business days for another bank to transfer the payment to us and this period may be extended by a further business day for paper initiated payments. After this date, it may take one business day for another bank to transfer payment to us and this period may also be extended by a further business day for paper initiated payments. The processing time differs depending on the payment method chosen therefore when making a payment we recommend you allow at least four working days for the payment to be processed by your bank.
- w We will ensure that all funds received for value and accepted for your account by us prior to the applicable cut-off time on a business day are credited to your account and will be made available to you from the date of receipt of funds by us. Funds received after the applicable cut-off time will be deemed to have been received by us on the next business day.
- x When we receive a payment we will use it in the following order:
- to pay government tax;
 - to pay any interest on special offers;
 - to pay any other interest, any fees and charges;
 - to repay any special offer shown on any statement;
 - to repay all balance transfers and purchases (except special offers) shown on any statement;
 - to repay all advances, (except special offers) shown on any statement;
 - to repay special offers not yet shown on any statement;
 - to repay all balance transfers and purchases (except special offers) not yet shown on any statement;
 - to repay all advances, (except special offers) not yet shown on any statement;
- If you have taken up any special offer, we may decide to repay transactions relating to these in a different order. When this happens we will tell you when we provide details of the special offer.

WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR CREDIT CARD, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING.

3 Additional card

- a The cardholder may ask us to issue a card and PIN to someone else. If we agree to do this, the cardholder will have to pay for all transactions carried out using the additional card and PIN or any secure system, including those charged to the account after the additional card has been returned to us.
- b You authorise us to pass all information to the additional cardholder. This information will include, but will not be restricted to, details of your account.
- c Before you disclose information about any other third party (e.g. name and address of an additional cardholder) in connection with your application, the third party must consent to such disclosure and to us processing their data.

4 Liability

- a If **your card** is lost or stolen, or **you** suspect that **your card** has been subject to any fraudulent, unauthorised or other improper use or someone knows **your PIN**, you must phone us immediately on **1 800 555 743** if calling from within the Republic of Ireland, otherwise call us immediately on **+44 1423 700 545** (please reverse the charges) or write to us immediately at: **Tesco Clubcard Credit Card, Credit Card Operations, PO Box 5747, Southend-on-Sea, SS19 9AJ, England.**
- b Where the payer's bank and the payee's bank are both located in the **EEA** and the payment in question was in euros or the currency of a member state of the **EEA** outside the euro area:
- We will generally refund any unauthorised transactions debited from **your account** and if necessary, restore **your account** to the state it would have been in had the unauthorised transaction not taken place. If however, the unauthorised transaction resulted from the loss or theft of **your card** or any password or because of **your** failure to keep any personalised security features safe, such as **your PIN** or any password, **you** will be liable for the first €60 of loss arising in respect of that unauthorised transaction. We will not be liable for any loss suffered by **you** where **you** have acted fraudulently; where **you** have intentionally or because of **your** gross negligence not used or failed to keep safe **your card**, **PIN** or other security device or procedure or where **you** intentionally or because of **your** gross negligence fail to notify us of the loss of a **card**, **PIN** or other security device or procedure without undue delay.
 - Where an authorised payment was not paid correctly by us and **you** contact us within 8 weeks, we will refund **you** within 10 business days of **your** request, where **you** can show us that:
 - **your** authorisation did not specify the exact amount of the payment when the authorisation was made; and
 - the amount of the payment exceeded the amount that **you** could reasonably have expected taking into account **your** previous spending pattern.
- If **you** make a claim for such a refund **you** must provide to us all relevant information requested by us and for the purpose of computing the 10 business day period referred to within this condition **your** request will only be deemed to have been made when **you** provide all such information. If we dispute **your** right to a refund we will advise **you** of our reasons. If **you** are not satisfied with our reasons **you** may make a complaint in accordance with the complaints procedures detailed in these conditions.
- Where a payment was not executed by us or was incorrectly executed by us we will refund **you** and where applicable restore **your account** to the position it would have been in had the non-executed or incorrectly executed payment not taken place providing:
 - there is no undue delay on **your** part in notifying us of an incorrectly executed or non-executed payment; and
 - none of the events detailed in condition 12(a) prevented us from making the payment.
- Regardless of the issue of liability, where **you** notify us of an incorrectly executed payment we will make immediate efforts to trace the defective payment. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit **your account** with our charges.
- c If there is undue delay on **your** part in notifying us of any unauthorised, non-executed or incorrectly executed transaction, we will not be liable to make good any loss **you** suffer. For the purposes of these conditions we will normally consider that there has been undue delay in this regard if **you** fail to notify us within 30 days after receipt by **you** of a statement detailing the relevant debit to **your account**. In any event a failure to notify us within 13 months of the transaction being debited to **your account** will always amount to undue delay.
- d Once we receive notice of the loss, theft or possible misuse, we will cancel the **card** and **you** will not, subject to condition 4b, be liable for any further

transactions. If **you** then find **your card** **you** must not use it. Return **your card** to us immediately (cut in half through the signature box and magnetic strip, and if **you** have a **CHIP card**, ensure the **CHIP** is cut in half).

- e We will not be liable if any merchant or machine refuses to let **you** pay or withdraw cash with **your card**.

5 Using and sharing **your** information

- a We are a data controller. **Your** information includes any information which we and **Tesco** holds, now or in the future and which comes from or relates to:
- application forms or other dealings with us and **Tesco**;
 - third parties such as credit reference agencies and parties associated with **you**;
 - **your** products and services from us and **Tesco**; and
 - **your transactions**, including the name of the supplier and the general nature of the goods and services **you** buy with **your card**. **You** may prefer to pay cash for transactions if **you** do not want us to have or use this information.
- b **Your** information will be held on a database and we and **Tesco** will use, analyse and assess **your** information to maintain and develop **our** relationships with **you**. This will include the following purposes:
- considering any applications made by **you** and helping us make credit decisions about **you**;
 - running the services we and **Tesco** give **you**;
 - helping **your** relationships with us and **Tesco**;
 - financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention;
 - helping us and our Insurance Underwriters to make decisions on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for **you**, members of **your** household and others connected with **your** insurance proposals and claims;
 - helping us and **Tesco** to identify products and services which may interest **you** (unless **you** have asked us not to);
 - helping us and **Tesco** to understand and develop **our** and their business including new and innovative products and services; and
 - meeting **our** obligations under the credit card scheme **your card** is issued under.
- We may link **your** information between **your account** and other products and services **you** have with us and **Tesco**. We may link **your** information with information about others with whom **you** have a financial link. We will not use the links for marketing purposes unless **you** agree.
- c As **our** business and **our** relationship with **you** develop, how we look at, record and use **your** information may change. In most cases these changes will result from enhancements in technology and, we think, will be in line with what **you** would expect. If we think the changes may not be obvious to **you**, we will tell **you**. **You** can write to us to tell us that **you** don't want us to use **your** information in the new way but if **you** keep **your card** for at least 60 days after we tell **you** about a change, **you** agree to the change.
- d We won't give anyone other than **Tesco** **your** information except:
- if we have to for operational reasons given in this agreement;
 - if **you** agree;
 - if we must or can for legal reasons;
 - if **your card** or **PIN** is lost, stolen or might be misused;
 - to anyone, including insurers, who gives a service to us provided they agree to keep **your** information strictly confidential;
 - to anyone, including insurers and lenders, who gives **you** benefits or services to do with **your card**;
 - to credit reference agencies as set out below.
- e In order to provide the services **you** have requested or may request from time to time, it may be necessary for **your** information to be transferred to someone who provides a service to us in other countries. If we do this we will ensure that anyone to whom we pass **your** information agrees to treat **your**

information with the same level of protection as if we were dealing with it.

- f **You** can ask for a copy of **your** personal records we hold by writing to us at Data Protection Officer, Tesco Clubcard Credit Card, Card Customer Services, PO Box 5747, Southend-on-Sea, SS19 9AJ, England. The agencies may charge a fee.

Credit Reference and Fraud Prevention Agencies

- g We may make periodic searches of **Tesco** records, credit reference and fraud prevention agencies to manage **your account** with us, to take decisions regarding credit, including whether to make credit available or continue to extend existing credit. The searches will not be seen or used by lenders to assess **your** ability to obtain credit. Where a request to make credit available is rejected on the basis of the consultation of a credit reference agency, we shall inform **you** accordingly.
- h Where **you** borrow or may borrow from us, we may give details of **your account** and how **you** manage it to credit reference agencies. If **you** borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.
- i If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.
- We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:
- checking applications for, and managing credit or other facilities and recovering debt;
 - checking insurance proposals and claims;
 - checking details of job applicants and employees.
- We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.
- j **You** have the right of access to **your** personal records held by credit reference and fraud prevention agencies. If **you** ask, we will tell **you** the names and addresses of the agencies we use.
- k If **you** need to write to us **our** address is: Tesco Clubcard Credit Card, Card Customer Services, PO Box 5747, Southend-on-Sea, SS19 9AJ, England.
- 6 Giving out information
- You** authorise us to give any appropriate third party any relevant information:
- in connection with the loss, theft or possible misuse of **your card** or the **PIN**;
 - or
 - so we can meet **our** obligations as a member of the Visa card scheme the **card** is issued under.
- 7 Recovering all amounts due
- a Subject to any relevant statutory provision, we may immediately recover all amounts due under this agreement when **you** are declared bankrupt, die or break any of these conditions.
- b We may charge **your account** with any costs or expenses we run up enforcing **our** right to recover immediate payment.
- 8 Ending the agreement
- a The agreement will continue until ended by either **you** or us. We may end the agreement immediately if **you** become bankrupt; if **you** enter into a voluntary arrangement with **your** creditors; if **you** are no longer, in **our** opinion, able to manage **your** financial affairs; if **you** die; if **you** commit any serious, or repeated, breach of these conditions; if **you** are in breach of any other agreement with us; if **you** must do so in order to comply with any law; if **you** use **your account** for any unlawful or other inappropriate purposes; or if for any reason this agreement becomes unenforceable or void.
- b Unless we are permitted by law to give **you** shorter notice, we may also close **your account** for any other reason by giving **you** at least two months prior notice in writing.
- c We may notify **you** of the closure of **your account** by providing **you** with notice published in a national daily newspaper, by notice in writing or through **our**

- website or by means of another durable medium or by any other means required or permitted by law, with details of the alteration or the altered conditions.
- d You may end the agreement at any time by giving us notice in writing.
- e If you end the agreement you must return all cards (cut in half through the signature box and magnetic strip, and if you have a CHIP card, ensure the CHIP is cut in half) and repay all the amounts you owe under the agreement.
- f When the agreement ends we will continue to apply interest and charges until you have paid everything you owe under the agreement.
- g If we end the agreement, we may give information about you and your account to credit reference agencies.
- 9 Changes to the agreement**
- a These conditions shall continue to apply to your account unless and until altered by us in accordance with this condition.
- b We may change the terms of this agreement at any time to reflect changes in:
- market conditions;
 - good banking practice; and
 - relevant laws.
- c Unless we are permitted by law to give you shorter notice, we will notify you at least two months in advance of any alteration to these conditions. You shall have the right to withdraw from the agreement within this period subject to full settlement of the card account, including all charges and interest and the return of all cards issued. You will be deemed to have accepted the changed terms if you use your card after the said two months.
- d We may notify you of any alteration to these conditions by providing you with notice of any alteration published in a national daily newspaper, by notice in writing or through our website or by means of another durable medium or by any other means required or permitted by law, with details of the alteration or the altered conditions.
- e If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Terms and Conditions or a summary of the changes.
- 10 Transferring debts**
- We may transfer, assign or securitise all or any of our rights and entitlements under this agreement to any person or entity and the debt represented thereby, in each case, in whole or in part without notice to you and you authorise us to give to that person or entity any financial or other information relating to you, the additional cardholder and/or this agreement.
- 11 Queries, disputes and complaints**
- a You should carefully examine all statements and any other account information received by you
- or accessed by you online and immediately report any disputed transactions, errors or omissions to us. In the event that you have a query concerning a transaction on your account please contact us immediately. Our contact details are set out in the 'Contacting us' section. If there has been undue delay on your part in contacting us we may not be able to compensate you for any loss you may have suffered. We will normally consider that there has been undue delay on your part if you fail to contact us within 30 days of the date of the transaction being debited from your account.
- b In the event that you wish to make a complaint you may do so by writing directly to us using the details in the 'Contacting us' section. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Further details of our complaints procedures may be obtained by contacting us.
- 12 General**
- a We do not accept liability if we cannot provide any part of our service for a reason beyond our control (for example, industrial action, failure of power supplies or equipment). If we cannot provide or send statements for any reason beyond our control, or you do not receive any statement, your responsibilities under the agreement will continue.
- b Copies of these conditions and all other documents that constitute the agreement may be obtained from us using the details set out in the 'Contacting us' section.
- c If your name or address changes you must tell us in writing.
- d If we do not enforce any condition of this agreement, or we delay in enforcing the condition, this will not prevent us from enforcing the condition at a later date.
- e We will communicate with you in English unless we agree otherwise.
- f The card is available to people who live in the Republic of Ireland.
- g For your security, we may record and/or monitor phone calls between you, us and any additional cardholder for your protection and to make sure we are providing a high-quality service and following your instructions correctly.
- h We may at any time disclose to any other member of Visa or our agents any data or details relating to your account in accordance with our obligations under this agreement to operate the account on your behalf.
- i No provision of this agreement shall affect or be construed to affect your statutory rights under applicable consumer credit law. In the event of any conflict between this agreement and such rights the latter will prevail.
- j All charges are subject to the approval of the Irish Financial Regulator and charges can only be increased beyond the level at which they are currently imposed with the Financial Regulator's approval.
- k We act as an agent of the insured and non-life insurance products, which includes payment protection and purchase protection. As an agent, we can advise you in relation to the products for which we hold an appointment, transmit orders on your behalf to the product provider and from time to time, we may change product provider on your behalf.
- l If at any time any provision of the agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13 Contacting us**
- a At the date of issue of these conditions our contact details are as set out below. These may change from time to time and up-to-date details can be found on your statements.
- Our address is:
Tesco Clubcard Credit Card, Card Customer Services, PO Box 5747, Southend-on-Sea, SS1 9AJ, England.
- For lost, stolen or misused cards telephone us, 24 hours a day, at:
 1 800 555 743 if calling from within the Republic of Ireland, otherwise call us on +44 1423 700 545.
- Contacting you**
- b Subject to applicable law we may contact you by post, fax, phone, online, email or in person.
- 14 Governing Law & Jurisdiction**
- a The agreement is governed by the laws of Ireland and both you and we hereby submit to the exclusive jurisdiction of the Irish Courts.
- 15 Tariff of Charges**
- If you cannot pay a cheque or direct debit €4.44
- If you go over your credit limit €6.35
- If you make a late payment €6.35
- If you carry out a transaction in a foreign currency 1.75%
- Government Tax (Charged annually in April or on the closure of your account) €30

IMPORTANT – YOU SHOULD READ THIS CAREFULLY – YOUR RIGHTS

Applicable consumer credit law governs this agreement and lays down certain requirements for your protection which must be satisfied when the agreement is made. It also gives you a number of rights. If you would like to know more about the protection and remedies provided to you, you should contact the Financial Regulator.

LOSS OR MISUSE OF A CREDIT CARD

If the credit card is lost, stolen or misused by someone who obtained it without your consent, you may be liable for up to €60 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable for losses to us which take place after you have told us of the theft, etc.

YOUR RIGHT TO WITHDRAW FROM THIS AGREEMENT

You have a right to withdraw from this agreement once it is made. The period in which you can exercise that right of withdrawal is 14 calendar days beginning on the day the agreement is concluded or when you receive a copy of it, whichever is the latter. You can either withdraw from this agreement by writing to Tesco Credit Card, Credit Card Centre, PO Box 5747, Southend-on-Sea, SS11 9AJ, England or by telephoning the Credit Card Centre on 1800 555 743. If you withdraw from this agreement, you will still have to repay any money lent to you with interest to the date of repayment. We also reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 calendar day withdrawal period. But if you repay all of the money lent to you and interest within 30 days after withdrawal - you will not have to pay any other charges. Your Cardholder Payment Protection (if any) will also be cancelled automatically. If you do not exercise your right of withdrawal, the terms of this agreement (and the Cardholder Payment Protection if applicable) will continue to apply.

Important information about Tesco Clubcard

Credit Cards – PLEASE READ

Before you apply, it's important you think about whether a Tesco Clubcard Credit Card is the right option for you. To help you do this, you should read the **Standard European Consumer Credit Information ("SECCI")**, which sets out the **indicative terms on which we are willing to offer you a Tesco Clubcard Credit Card**, and you should think about these questions:

STEP ONE: Is a credit card the right type of finance for me?

Think about the type of finance you need. A credit card isn't suitable if you need:

- long-term borrowing;
- ways to finance your mortgage debt;
- fixed interest;
- a fixed repayment plan; or
- a way to help you get out of financial difficulties.

STEP TWO: Do I know how credit cards work?

Make sure you understand how our credit card works so there are no nasty surprises. Remember:

- we charge different interest rates for different types of transactions, for example, cash advances cost more than purchases
- some transactions attract fees – if you do a cash advance or a transaction in a foreign currency you will have to pay fees on top, plus interest if applicable
- interest rates are variable and may go up as well as down. If they go up, you will have to pay more each month. You can close your account if this happens but you will have to pay off your outstanding balance first
- If you have made 0% or low-rate balance transfers to the card and then use your card to make a purchase, or already have a purchase balance, you will pay interest on your balance due to the way we allocate payments. However, if you avail of a 0% purchase offer you will not pay interest on those purchases during the offer period.
- If you only pay the minimum monthly repayment it will cost you significantly more overall and will take you a long time to clear your balance
- when you make a payment to your account, we use it to reduce your balance in a specific order as explained in Section 2 of your SECCI. We use your money to pay off your cheapest debt first so this means your most expensive debt remains.

- if you spend over your credit limit then we will charge you an over limit fee and you will be asked to pay back all amounts over the limit in your next statement.

If the balance of your account is at, or is close to, your credit limit then when we apply interest to your account this could make you go over limit and result in you being charged an over limit fee. If this continues to happen then you will end up regularly paying this fee.

- If you use your card to make a purchase and the following happens:

- the goods fail to arrive;
- the goods are not of a satisfactory quality
- you made the purchase based on incorrect information
- the supplier fails to deliver their side of the bargain with you

The law protects you and gives you rights to sue us, the supplier or both of us. An example of where we would help is: you buy a new TV and pay for it in full with your card, the TV supplier goes insolvent and fails to deliver your TV.

STEP THREE: Can you afford it?

The cost of a Tesco Clubcard Credit Card is explained in Sections 2 and 3 of your SECCI. This tells you:

- how we calculate your minimum monthly payments
- the interest rates which apply
- our fees and charges including what we will charge if you miss a payment or are late in making payment.

Think about your current monthly out-goings and in particular your existing financial commitments such as: your mortgage, other credit cards; or personal loans. Can you afford to maintain these if you take out a Tesco Clubcard Credit Card? Will you be able to clear the balance on your Tesco Clubcard Credit Card every month? As a very minimum, can you afford to make the minimum monthly repayments?

STEP FOUR: Is a Tesco Clubcard Credit Card right for me?

On the basis of the information you have supplied to us in the application form, we have set out the indicative terms on which we are willing to provide you with a Tesco Clubcard Credit Card in the SECCI. You should review the SECCI and in particular, the applicable credit limit, interest rate and charges and assess if a Tesco Clubcard Credit Card meets your needs and financial situation.

If, for any reason, you do not understand the SECCI or any of the features of the Tesco Clubcard Credit Card, please contact us (see our phone number below).

Missing payments could have severe consequences for your finances. For example, it is very likely to make obtaining credit more difficult in the future as we are likely to report non-payment to the credit reference agencies and this will adversely affect your credit rating (which most mainstream lenders consult when assessing any borrowing application). If you fall behind on your payments then we may have no choice but to take legal action against you to get the money back. This could result in a court making an order against you. If you live in Ireland this could include the court ordering you to sell your home to pay off what you owe to us.

STEP FIVE: Other sources of information

We are happy to answer any further questions you may have about Tesco Clubcard Credit Cards. Please contact us on 1800 555 743.

If you would like detailed advice on whether to proceed with the application or would like to talk to someone independent then contact **your local citizen's information centre**.

It's really important you take time to read the SECCI. It gives you a summary of the key features of the Tesco Clubcard Credit Card.

The SECCI makes it easy for you to compare the Tesco Clubcard Credit Card against other cards.

If you would like to re-read the SECCI then please log onto www.tesco.ie/finance and this will take you back to the SECCI page. You can also print off the SECCI and take more time to read it before you finalise your application.

YOUR RIGHT TO WITHDRAW FROM THIS AGREEMENT

You have a right to withdraw from this agreement once it is made. The period in which you can exercise that right of withdrawal is 14 calendar days beginning on the day the agreement is concluded or when you receive a copy of it, whichever is the latter. You can either withdraw from this agreement by writing to Tesco Credit Card, Credit Card Centre, PO Box 5747, Southend-on-Sea, SS11 9AJ, England or by telephoning the Credit Card Centre on 1800 555 743. If you withdraw from this agreement, you will still have to repay any money lent to you with interest to the date of repayment. We also reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 calendar day withdrawal period. But if you repay all of the money lent to you and interest within 30 days after withdrawal - you will not have to pay any other charges. Your Cardholder Payment Protection (if any) will also be cancelled automatically. If you do not exercise your right of withdrawal, the terms of this agreement (and the Cardholder Payment Protection if applicable) will continue to apply.

Standard European Consumer Credit Information

1. Identity and contact details of the creditor		
Creditor:	Tesco Personal Finance plc	
Address:	Tesco Personal Finance plc, PO Box 7520, Dublin 4	
Telephone number:	1800 555 743	
Web address:	www.tesco.ie	
2. Description of the main features of the credit product		
The type of credit:	Credit card	
The total amount of credit: <i>This means the ceiling or the total sums made available under the credit agreement.</i>	€1500 The above figure is a representative figure and may not be your actual credit limit.	
The conditions governing the drawdown: <i>This means how and when you will obtain the money.</i>	Once your account has been opened: <ul style="list-style-type: none"> You can apply to transfer a balance within 95% of your credit limit immediately; a card will be issued to you; and once your card is activated, you can use it to pay for goods and services purchased from merchants or to withdraw cash within the agreed credit limit which will be advised to you with your card. 	
The duration of the credit agreement:	There is no fixed or minimum duration. The account will remain open until you or we decide to close it, in accordance with the terms of the General Conditions.	
Installments and, where appropriate, the order in which installments will be allocated:	You will have to pay the following: Each month the minimum payment you must make will be: <ul style="list-style-type: none"> 3% of the new balance shown on your statement or €5, whichever is more; or if the new balance is less than €5, you must pay the full new balance. You can pay more than your minimum payment and can make payments to your account at any time. When we receive a payment we will use it in the following order: <ul style="list-style-type: none"> To pay government tax; To pay any interest on special offers; To pay any other interest, fees and charges; To repay any special offers shown on any statement; To repay all balance transfers and purchases (except special offers) shown on any statement; To repay all advances (except special offers) shown on any statement; To repay special offers not yet shown on any statement; To repay all balance transfers, and purchases (except special offers) not yet shown on any statement; To repay all advances (except special offers) not yet shown on any statement. If you have taken up any special offers, we may decide to repay transactions relating to these in a different order. When this happens we will tell you when we provide details of the special offer.	
The total amount you will have to pay <i>This means the amount of borrowed capital plus interest and possible costs related to your credit.</i>	€1638.44 is what you might pay in year 1 if this happens: <ul style="list-style-type: none"> your credit limit is €1,500; on opening your account you make one purchase with your card with a value of €1,470; you repay this with interest at 14.9% and any fees by 12 equal monthly repayments which are paid on time; and during the year you don't carry out any more transactions and your interest rates don't change. Remember, this is just an example and the total amount you might have to pay could vary.	
3. Costs of the credit		
The borrowing rate or, if applicable, different borrowing rates which apply to the credit agreement.	<i>Transaction Type:</i> Purchases for the first 8 months from account opening Balance transfers debited to your account in the first 6 months from account opening Purchases after the end of the introductory period Balance transfers debited to the account after the end of the introductory period Advances	<i>Annual Rate</i> 0% (fixed) 0% (fixed) 14.9% (variable) 14.9% (variable) 16.7% (variable)
Annual Percentage Rate of Charge: (APR) <i>This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.</i>	19.1% APR (variable) This is a representative rate. To calculate this we have used the same assumptions as the ones used to work out the total cost for your credit. These are: <ul style="list-style-type: none"> your credit limit is €1,500; on opening your account you make one purchase with your card with a value of €1,470, you repay this with interest and any fees by 12 equal monthly repayments which are paid on time; and during the year you don't carry out any other transactions and your interest rates don't change. 	
Is it compulsory, in order to obtain the credit or to obtain it on terms and conditions marketed, to take out?: an insurance policy securing the credit, or another ancillary service contract? If the costs of these services are not known by the creditor, they are not included in the APR.	NO NO	

Related costs: Any other costs deriving from the credit agreement.	Our charges are: <ul style="list-style-type: none"> • For each advance (except gambling transactions): 1.5% of the amount of the advance; or € 1.90; whichever is more. • If you cannot pay a cheque or direct debit: €4.44. • If you carry out a transaction in a foreign currency: 1.75%. • Government tax (charged annually in April or on the closure of your account): €30.
Conditions under which the above mentioned costs, related to the credit agreement, can be changed:	We may alter the aforementioned costs in accordance with the credit agreement from time to time. Unless we are permitted by law to give you shorter notice, we will give you at least two months' notice in advance of any alteration to these conditions. We will notify you of any alteration to these conditions by providing you with notice of any alteration published in a national daily newspaper, by notice in writing or through our website or by means of another durable medium or by any other means required permitted by law.
Costs in the case of late payments: <i>Missing payments could have severe consequences for you and make obtaining credit more difficult.</i>	Where missed or late payments result in the minimum payment not being paid on time, we will continue to charge borrowing rates. You will be charged: <ul style="list-style-type: none"> • €6.35 if you go over your credit limit • €6.35 if you make a late payment We may charge your account with any costs or expenses we run up enforcing our right to recover immediate payment. Interest on these fees will be calculated from the 29th day after you are sent a Notice of Default Sums until repayment. The interest is calculated on a simple basis and will be charged at the same rate as your purchases. IMPORTANT! Please remember missing payments has serious consequences and could result in us taking legal action against you and affect your ability to get credit (e.g. a credit card or a mortgage) in the future.

4. Other important legal aspects	
Right of withdrawal: <i>You have the right to withdraw from the credit agreement within a period of 14 calendar days.</i>	YES
Early repayment: <i>You have the right to repay the credit early at any time in full or partially.</i>	You can make payments to your account at any time. You have the right to repay your card at any time by repaying the outstanding balance on the card and all outstanding card transactions, fees and charges.
Consultation of a database: <i>The creditor must inform you, immediately and without charge, of the result of a consultation of a database, if a credit application is rejected on the basis of such a consultation. This does not apply if the provision of such information is prohibited by European Community law or is contrary to objectives of public policy or public security.</i>	We will inform you, immediately and without charge, of the result of a database consultation with a credit reference agency if your credit application is rejected on the basis of such a consultation.
Right to a draft credit agreement: <i>You have the right, upon request, to obtain a copy of the draft credit agreement free of charge. This provision does not apply if the creditor is, at the time of the request, unwilling to proceed to the conclusion of the credit agreement with you.</i>	You have the right, upon request, to a copy of the draft credit agreement free of charge.

5. Additional information in the case of distance marketing of financial services	
Registration:	Tesco Personal Finance plc is authorised and regulated as a credit institution by the UK Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS. Its principal business is the provision of financial services. It is registered in Scotland, registered number 173199.
The supervisory authority:	UK Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS
(b) Concerning the credit agreement Exercise of the right of withdrawal:	You have a right to withdraw from this agreement once it is made. The period in which you can exercise that right of withdrawal is 14 calendar days beginning on the day the agreement is concluded or when you receive a copy of it, whichever is the latter. You can either withdraw from this agreement by writing to: Tesco Credit Card, Credit Card Centre, PO Box 5747, Southend-on-Sea, S511 9AJ, England or by telephoning the Credit Card Centre on 1800 555 743. If you withdraw from this agreement, you will still have to repay any money lent to you with interest to the date of repayment. We also reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 calendar day withdrawal period. But if you repay all of the money lent to you and interest within 30 days after withdrawal – you will not have to pay any other charges. Your Cardholder Payment Protection (if any) will also be cancelled automatically. If you do not exercise your right of withdrawal, the terms of this agreement (and the Cardholder Payment Protection if applicable) will continue to apply.
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract:	Irish law will govern the establishment of relations with you before the conclusion of the credit agreement.
Clause stipulating the governing law applicable to the credit agreement and/ or the competent court:	The agreement is governed by the laws of Ireland and both you and we hereby submit to the exclusive jurisdiction of the Irish Courts.
Language regime:	Information and contractual terms will be supplied in English. With your consent, we intend to communicate in English for the duration of the credit agreement.
(c) Concerning redress Existence of and access to out-of-court complaint and redress mechanism:	In the event that you wish to make a complaint, you can write to us directly using the contact details in the 'Contacting us' section. If you are still not satisfied and you come within the jurisdiction of the Financial Services Ombudsman, you are entitled to take your complaint to the Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.