

Credit Agreement

IMPORTANT INFORMATION

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	Monthly Rate	Annual Rate
Transaction Type		
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 Central Bank of Ireland.

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

Credit Agreement. IMPORTANT INFORMATION AS AT 11 JUNE 2010

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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.
- 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 change 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 **you** pay **us**, we use it to pay off Government tax first, and then those items which attract the highest interest rates. If there is more than one item at the same rate we pay off the oldest one first. If **you** are in arrears, we will pay off the arrears on **your account** (starting with the oldest) before we put it towards the amount due from **your** most recent statement.

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, SS1 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;

- **you** 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.

- 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 including 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, S51 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, S51 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 **we** 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 Central Bank of Ireland and charges can only be increased beyond the level at which they are currently imposed with the Central Bank of Ireland'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 Central Bank of Ireland.

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.

- 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, 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.

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>	€1,500 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 you pay us, we use it to pay off Government tax first, and then those items which attract the highest interest rates. If there is more than one item at the same rate we pay off the oldest one first. If account is in arrears, we will pay off the arrears on your account (starting with the oldest) before we put it towards the amount due from your most recent statement.
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>	€1,638.44 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.	Transaction Type:	Annual Rate
	Purchases for the first 8 months from account opening	0% (fixed)
	Balance transfers debited to your account in the first 6 months from account opening	0% (fixed)
	Purchases after the end of the introductory period	14.9% (variable)
	Balance transfers debited to the account after the end of the introductory period	14.9% (variable)
	Advances	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.</i> <i>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, 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.
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.