

# Credit Agreement regulated by the Consumer Credit Act 1995

## IMPORTANT INFORMATION

1. Amount of credit advanced : Credit limit is notified to you from time to time.
2. Period of agreement : No fixed period, see condition 8 of 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 : For all balance transfers and Tesco purchases 0% for the first 6 months, 14.9% variable thereafter.  
: for purchases 14.9% variable.  
: for advances 16.7% variable.  
: see Financial details about the card.

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
  - €6.35;whichever is more.  
However, if the new balance is less than €6.35, **you** must pay the full new balance.

- 3 The rates of interest we charge, and the equivalent **APRs** are shown below.

	Rate we charge each month	APR
For <b>balance transfers</b> fixed for the first 6 months from the account opening	0% (fixed)	<b>0%</b>
After the first 6 months	1.167% (variable)	14.9%
For <b>purchases</b> from the start	1.167% (variable)	14.9%
For Tesco <b>purchases</b> for the first six months	0% (fixed)	0%
For Tesco <b>purchases</b> after the first six months	1.167% (variable)	14.9%
For <b>advances</b> from the start	1.167% (variable)	<b>16.7%</b>

For each advance 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 **APRs** shown above do 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 – YOU SHOULD READ THIS CAREFULLY

### YOUR RIGHTS

The Consumer Credit Act 1995 covers 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.

# Tesco Credit Card Terms And Conditions

Credit Agreement regulated by the Consumer Credit Act 1995. IMPORTANT INFORMATION AS AT 1 JANUARY 2005

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4. Amount of each Installment	: As detailed in Financial details about the card below.
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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
  - €6.35; whichever is more. However, if the new balance is less than €6.35, you must pay the full new balance.
- The rates of interest we charge, and the equivalent APRs are shown below.

	Rate we charge each month	APR
<b>For balance transfers</b> fixed for the first 6 months from the account opening	0% (fixed)	0%
After the first 6 months	1.167% (variable)	14.9%
<b>For purchases</b> from the start	1.167% (variable)	14.9%
For Tesco purchases for the first six months	0% (fixed)	0%
<b>For Tesco purchases</b> after the first six months	1.167% (variable)	14.9%
<b>For advances</b> from the start	1.167% (variable)	16.7%
For each advance 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 APRs 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

<b>account</b>	– means your credit card account.
<b>additional card</b>	– means a cardholder we issue to someone (an additional cardholder) nominated by you.
<b>additional cardholder</b>	– means a cardholder appointed by you and permitted to use an additional card.
<b>advance</b>	– means a transaction where you get cash, foreign currency or travellers cheques by using the card.
<b>advance limit</b>	– means the most you are allowed to owe on your account at any time, by way of advances.
<b>agreement</b>	– means this agreement between you and us as set out in these conditions and all other documents that are incorporated into these Conditions or otherwise become part of the agreement from time to time.
<b>APR</b>	– means the cost of credit calculated on an annual basis under the Consumer Credit Act 1995.
<b>balance transfer</b>	– means a transaction where we repay a debt you owe to another financial institution and charge the amount of that debt to your account.
<b>business day</b>	– 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.
<b>card</b>	– 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.
<b>card holder</b>	– means only the person in whose name the account is maintained and does not include additional cardholders.
<b>cash machine</b>	– means a machine which dispenses cash and/or, in some cases, receives lodgements and/or performs other banking functions.
<b>CHIP</b>	– means an integrated circuit embedded in a card.
<b>conditions</b>	– means these terms and conditions as amended, extended, supplemented or replaced from time to time.
<b>credit limit</b>	– means the maximum debit balance allowed on the account.
<b>EEA</b>	– means the current members of the European Economic Area as may be amended from time to time.
<b>merchant</b>	– means any business or individual who accepts payment made with a card.
<b>foreign currency</b>	– means any currency other than euros.
<b>PIN</b>	– means the Personal

Identification Number you use with the card.

<b>purchase</b>	– means a transaction where you buy goods or services with the card.
<b>secure system</b>	– means a system approved by us to enable the secure use of your card over the internet.
<b>special offer</b>	– means a reduced rate of interest or special terms we offer for a category of transactions.
<b>statement</b>	– means any paper or electronic statement of your account.
<b>Tesco</b>	– means Tesco PLC and its subsidiaries.
<b>transaction</b>	– means any payment made to obtain goods or services (or cash withdrawn) by you or an additional cardholder using the card.
<b>you, your</b>	– 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 of 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 at 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

- Use of your card is subject to transaction and daily limits.
- 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 euro 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** **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**, 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** 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**.

**k** **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**.

**l** 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**.

#### Statements

**m** 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**.

**n** 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**.
- o** As soon as **you** receive a **statement** **you** should examine it carefully and immediately report any disputed **transactions**, errors or omissions to **us** at the details in the 'Contacting us' section.

**p** 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

**q** 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

**r** 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**.

**s** **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.

**t** 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**.

**u** **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**.

**v** 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**.

#### 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 euro 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 €75 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 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 **us** 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** or 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, SS1 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.

- 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, SS1 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 2 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 2 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 at 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 at 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 the Consumer Credit Act 1995. 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.

## 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, S51 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 in +44 1423 700 545.

## Contacting you

- b Subject to applicable law we may contact you by post, fax, phone, online or 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.

## 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

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

## IMPORTANT – YOU SHOULD READ THIS CAREFULLY – YOUR RIGHTS

The Consumer Credit Act 1995 covers 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 CANCEL

You have a right to cancel this agreement once it is made. The period in which you can exercise that cancellation right is 14 days beginning on the day after we have advised you that the agreement is concluded between us. You can either cancel in 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 cancel this agreement, you will still have to repay any money lent to you. We reserve the right to recover the €30 Government Tax charged to your account in the event that you use your card within the 14 day cancellation period. But if you repay all of the money lent to you within one month after cancellation - you will not have to pay interest or other charges. If you do not exercise this cancellation right, the agreement entered into between us and you will be binding on you.