

PRE-CONTRACT CREDIT INFORMATION

(Standard European Consumer Credit Information)

1. Contact details

Creditor.	NewDay Ltd
Address.	7 Handyside Street, London, N1C 4DA
Credit intermediary.	Arcadia Group Limited
Address.	Colegrave House, 70 Berners Street, London W1T 3NL

2. Key features of the credit product

The type of credit.	This is a credit card.
The total amount of credit. This means the amount of credit to be provided under the proposed credit agreement or the credit limit.	We will tell you your credit limit when we send you your card. We will determine your credit limit based on our assessment of your application. Your credit limit may change from time to time. We may give you a temporary credit limit before you receive your plastic card.
How and when credit would be provided.	If, when you open your account, you are given an instant spend facility, you will be able to make purchases at Burton stores and/or the Burton website (we will tell you which at the time) immediately up to your temporary credit limit. When you receive your card you will be able to use your card to pay for goods and services up to your credit limit. You can also use your card to obtain cash or, if available, to make balance transfers, money transfers, Buy Now Pay Later transactions or to set up instalment plans, in all cases up to the applicable credit limit.
The duration of the credit agreement.	The agreement has no fixed or minimum duration and will continue until it is ended by you or by us.
Repayments.	<p>Each month you must pay at least the contractual minimum monthly payment set out in your statement before the payment date shown there. This will be about 25 days after your statement date unless we tell you otherwise.</p> <p>Your contractual minimum payment will be the higher of:</p> <ul style="list-style-type: none">A. £5 – or if you owe less than £5, the full amount you owe (e.g. if you owe £2 that will be the contractual minimum payment); orB. the sum of (i) interest, (ii) default fees and (iii) 1% of the full amount you owe, (including the interest and default fees) as shown on your monthly statement. <p>If you have an instalment plan you will also have to make your monthly instalment payment if you want to keep the plan.</p> <p>If you are not making sufficient payments to pay your balance down in a reasonable period of time, we may recommend you make an extra payment. We will calculate the amount you need to pay to pay down your balance more quickly and will let you know what this is on your statement.</p> <p>If your monthly payments are not sufficient to repay everything you owe within a reasonable period and we move all or part of your balance to a PayDown Plan, your contractual minimum payment will be:</p> <ul style="list-style-type: none">a. the amount that we calculate you need to pay so that you will pay off the balance you had at the time we set up your PayDown Plan within a reasonable period, for example, four years (your PayDown Plan payment); plusb. a proportion of any remaining balance owed (that is not in your PayDown Plan) calculated as the sum of (i) twice the amount of interest on that remaining balance and (ii) twice the amount of the default fees and transaction fees (other than balance transfer and money transfer fees) added to your account since your last statement date and (iii) a proportion of any balance transfer and money transfer fees split according to the number of months of the relevant promotional period (if there is no promotional period we will split the fees over 12 months). <p>If the sum of (a) and (b) is less than (c) or (d) below, your contractual minimum payment will be the higher of:</p> <ul style="list-style-type: none">c. the sum of (i) interest, (ii) default fees and (iii) 1% of the full amount you owe (including your PayDown Plan balance and interest and fees) as shown on your monthly statement; ord. £5 – or if the amount you owe (including your PayDown Plan balance) is less than £5, the full amount you owe (e.g. if you owe £2 that will be the contractual minimum payment). <p>Any unpaid contractual minimum payments are arrears and are due immediately, together with any overlimit amount.</p>

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<p>Your repayments will pay off what you owe in the following order.</p>	<p>When you make a repayment to us, we will apply it to the balance shown on your statement first, and then to any transactions not yet shown on your statement, as follows:</p> <ul style="list-style-type: none">• we will use your payment to pay off balances that are charged at higher interest rates before those that are charged at lower interest rates; and• if interest is charged at the same rate on different balances, we will use your payment to pay off the different balances in the following order: cash transactions, money transfers, balance transfers, other promotional offer balances and then purchases (including default fees). If you have more than one promotional offer balance of the same type at the same rate, we will first apply your payment to the promotional offer balance that has the earliest start date. <p>If you have an instalment plan or a PayDown Plan, we will apply your repayment a little differently. First, we will apply an amount equal to that part of your contractual minimum payment that does not relate to your instalment plan or PayDown Plan as above. Then we will apply the remainder of your payment as follows:</p> <ul style="list-style-type: none">• we will apply an amount equal to your monthly instalment or PayDown Plan payment to pay down your plan. If you have more than one instalment plan, we will use your payment to pay the monthly instalment payment for the instalment plan at a higher interest rate before a plan at a lower rate. If any plans are charged at the same rate, we use your payment to pay the monthly payment for the plan with the earliest start date; and• we will use the rest to pay off what is left of your balance, paying off balances charged at higher rates of interest before those at lower rates.
<p>The total amount you will have to pay. This means the amount you have borrowed plus interest and other costs.</p>	<p>If we gave you a credit limit of £1,200 and you used this amount at the start of the agreement to make a purchase and you repaid that amount by 12 equal monthly payments together with interest charges accrued for each month, the total amount payable would be £1,372.15 assuming that there is no change to the interest rate, that you do not break the terms of the agreement, that you have not set up an instalment plan, there are no promotional offers in place and using the Representative APR as shown in section 3.</p>

3. Costs of the credit

<p>The rates of interest which apply to the credit agreement.</p>	<p>Our standard interest rates are as follows:</p> <p>Purchases 29.95% per annum (variable) or 39.94% per annum (variable) for purchases and related interest.</p> <p>Cash transactions 34.95% per annum (variable) or 39.94% per annum (variable) for cash transactions, related interest and charges; charged from the day the transaction is added to your account until the balance is paid off in full.</p> <p>Balance transfers (if available) 29.95% per annum (variable) or 39.94% per annum (variable) for balance transfers, related interest and charges.</p> <p>Money transfers (if available) 29.95% per annum (variable) or 39.94% per annum (variable) for money transfers, related interest and charges.</p> <p>Buy Now Pay Later Transactions (if available) 0% for three months from the date of the transaction (or as we let you know at the time), at the end of which you will pay your standard purchase rate.</p> <p>Instalment Plans (if available) Unless we tell you otherwise, instalment plans will be charged at a rate equal to your standard purchase rate. We may make other promotional offers available, but we will let you know the applicable rate and period at the time.</p> <p>Changes Your standard interest rates that apply to purchases, cash transactions and balance and money transfers are linked to the Bank of England Base rate. If the Bank of England Base Rate changes, your standard interest rates will change by the same amount within 7 working days (disregarding any changes below 0%). Any promotional rates will not change. We will let you know the new rates on your next statement.</p> <p>If we are increasing an interest rate other than because of a change in the Bank of England Base Rate and you don't want to accept the new rate, and you tell us this within 60 days of us telling you about it, you can repay what you owe us at the unchanged interest rate but you will no longer be able to use your card.</p> <p>We may change the interest rates which apply to your account and charge different interest rates for different types of transactions, or change the way in which interest is charged on your account for any valid reason. This may include changes we make to the rate we charge you individually, based on a number of factors, such as credit risk and the way you manage your account.</p>
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Annual Percentage Rate of Charge (APR). This is the total cost expressed as an annual percentage of the total amount of credit. The APR is there to help you compare different offers.	Your representative APR is 29.9% (variable). The representative APR and the Total Amount Payable are calculated on the assumptions that the credit limit is £1,200, credit in this sum is immediately drawn down in full for a period of one year for financing purchases, the interest rate that applies is the standard purchase rate, the amount of the purchases will be repaid in 12 equal monthly instalments together with the interest payable in accordance with the terms of the agreement and that you will not break the terms of the agreement during this period.
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Related costs

Any other costs deriving from the credit agreement.	Up to 5% of the amount of the transaction on balance transfers and up to 5% of the amount of the transaction on money transfers (if available); 3% of the amount of the transaction on each cash transaction (minimum £3); 2.75% of the amount of the non-sterling transaction; £3 for each copy of a statement (up to a maximum of £10 per request); £12 returned payment fee (for each returned payment); £12 overlimit fee (when you go over your credit limit and each subsequent statement month that you stay over your credit limit); £25 trace fee (if you do not inform us of a change of your details).
Conditions under which the above charges can be changed.	We may change any of the fees listed here or introduce new fees for any valid reason by giving you at least 30 days' notice, unless the change is to your advantage, in which case we may make the change immediately and tell you about it within 30 days. If a change is to your disadvantage you can write to us within 60 days of us giving you notice to close your account. We will let you know about any changes by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using the customer area at our secure online address (online account manager).
Costs in the case of late payments.	£12 late payment fee (for each late payment). Promotional offers and instalment plans will be withdrawn and the remaining balance will be charged at the standard rate for that type of transaction. Instalment plans and Buy Now Pay Later balances will be moved to your standard purchase balance. Interest will be charged on arrears at the standard rate applicable to the transaction type.
Consequences of missing payments.	Missing payments could make it more difficult to obtain credit. We may sell your debt and the purchaser may take legal action (which could include getting a court order giving them the right to payment out of the sale proceeds of your home or other property) or bankruptcy proceedings to recover any debt owed. Promotional offers and instalment plans will be withdrawn, and any instalment plan or Buy Now Pay Later balances will be moved to your standard purchase balance.

4. Other important legal aspects

Right of withdrawal.	You may withdraw from this agreement without stating a reason by writing to us at NewDay Ltd, Customer Services Department, P.O. Box 700, Leeds LS99 2BD or calling us on 0208 181 0000*. You have 14 days beginning with the day after you receive your card to do this. If you withdraw from this agreement you will have to repay the full amount that you have borrowed under the agreement, including any interest, no later than 30 calendar days after the day that you have told us that you want to withdraw. Where you tell us that you want to withdraw, we will let you know how much interest you have to pay and how to make payments.
Early repayment.	You may repay the credit in full or in part at any time using any of the payment methods set out in your statement.
Consultation with a Credit Reference Agency.	If we reject your credit application on the basis of information from a Credit Reference Agency we must let you know this and the details of the agency when we give you our decision.
Right to a draft credit agreement.	You have the right, upon request, to obtain a copy of the draft credit agreement free of charge, unless we are unwilling at the time of the request to proceed to the conclusion of the credit agreement.
The period of time during which the creditor is bound by the pre-contractual information.	This information is valid until the end of the day on which it is provided to you but may not take into account any changes to the interest rate as a result of a change to the Bank of England base rate made during this time in which case we will provide you with new information if you request this.

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5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor	
Registration number.	NewDay Ltd is authorised and regulated by the Financial Conduct Authority with registration no: 690292. It is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (Reference no: 555318) for the provision of payment services. Company number: 7297722.
The supervisory authority.	The Financial Conduct Authority.
(b) concerning the credit agreement	
The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit agreement.	English law.
The law applicable to the credit agreement and/or the competent court.	The agreement is governed by English law and disputes shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
Language to be used in connection with the credit agreement.	All communications under this agreement shall be in English.
(c) concerning redress	
Access to out-of-court complaint and redress mechanism.	If you want to contact us or have a complaint, please write to NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD or calling us on 0208 181 0000*. If, after contacting our Complaints team, we are still unable to resolve any complaint you may have with us you can apply to have your complaint resolved by the Financial Ombudsman Service. Credit sold by NewDay Ltd. is subject to the compulsory jurisdiction of the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Web address: www.financial-ombudsman.org.uk . If you applied for your card online, you can also contact the Financial Ombudsman Service via an Online Dispute Resolution (ODR) platform that has been created by the European Commission. The email address for insertion in the ODR form is ODR@newday.co.uk . The ODR platform will forward your complaint to the Financial Ombudsman Service. For more information about ODR please visit the European Commission website (https://webgate.ec.europa.eu/odr/main/index.cfm).

** Calls are charged at a standard national rate. Call costs from mobiles and other operators may vary so please check before calling. Our lines are open seven days a week, 8am to 9pm. Calls may be recorded and monitored for training and security purposes and to help us manage your account.*