

# Credit Card Agreement regulated by the Consumer Credit Act 1974

BETWEEN  
 US, NewDay Ltd, 7 Handyside Street, London, N1C 4DA

and  
**YOU**

Debenhams Retail plc of 10 Brock Street, Regent's Place, London NW1 3FG acted as a credit intermediary.  
 Words in **bold** are defined in Condition 11.

**1. Duration of Agreement**

This agreement has no fixed term. It will continue indefinitely unless and until it is terminated by **you** or **us** in accordance with Condition 21.

**2. Credit Limit**

**Your Credit Limit** will be determined by **us** from time to time under the agreement and notice of it will be given by **us** to **you**. **We** will tell **you** what it is when **we** send **you your Card**. **We** may increase or reduce the **Credit Limit** from time to time. If **we** do, **we** will tell **you** the new limit in writing and give **you** at least 30 days' notice of any increase. **You** may notify **us** that **you** do not want **us** to increase **your Credit Limit** or ask **us** to change **your Credit Limit** by calling Customer Services.

**3. Use of your Card**

**Your Card** and **Account** are for **your** personal use only. **You** may use **your Card** for the duration of the agreement to make **Purchases** and to withdraw cash from any cash machine displaying the payment scheme logo up to **your Credit Limit**, **Cash Limit** or **Buy Now Pay Later Limit**, as applicable. If **we** tell **you** that **you** can, **you** may also use the **Account** for **Promotional Offers**, such as **Balance Transfers**, **Money Transfers**, **Buy Now Pay Later Transactions** and **Retail Promotions**. You authorise a **Transaction** by giving **your** consent by using **your Card** and **PIN** or signing a voucher, or, where the **Transaction** is made without **you** being present, for example on the Internet or by phone, by giving the **Card** number and other details requested by or on behalf of the person **you** are paying or instructing. **You** authorise **Transactions** on **your Temporary Card** by using **your Temporary Card** details and (if **you** have been given one) **your** security code, or, where the **Transaction** is made without **you** being present by giving **your Temporary Card** number, security code and other details requested by or on behalf of the person **you** are paying. If **we** provide **you** with a contactless **Card** **you** may authorise **Purchases** at retail outlets without providing your **PIN** on each occasion.

**4. Interest Rates**

4.1 The interest rates for the different balances on your Account are:

Transaction Type	Standard Rate (variable) per annum, compound	Promotional Rate per annum (if available)	Promotional Period (if available)
<b>Purchases</b> (including <b>Buy Now Pay Later Transactions</b> which have transferred to the <b>Standard Balance</b> ), all other amounts not included in this table, related interest and fees and default fees	24.94%	As advised to <b>you</b> if offers are made available from time to time	As advised to <b>you</b> if offers are made available from time to time
<b>Cash Transactions</b> , (including cash withdrawals, gambling, lottery tickets, buying currency); related interest and fees	34.95%	N/A	N/A
<b>Balance Transfers</b> (if available) related interest and charges	24.94%	0% or as advised to <b>you</b> if other offers are made available from time to time	12 months from date of account opening for any <b>Balance Transfers</b> made in the first 6 weeks after account opening or as advised to <b>you</b> if other offers are made available from time to time

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Transaction Type	Standard Rate (variable) per annum, compound	Promotional Rate per annum (if available)	Promotional Period (if available)
<b>Money Transfers</b> (if available) related interest and charges	24.94%	0% or as advised to <b>you</b> if other offers are made available from time to time	As advised to <b>you</b> if offers are made available from time to time
<b>Buy Now Pay Later Transactions</b> (if available)	N/A	0% or as advised to <b>you</b> if other offers are made available from time to time	3 months from the date of the <b>Buy Now Pay Later Transaction</b> or as advised to <b>you</b> if other offers are made available from time to time

**Promotions**

If **you** do not make at least **your** minimum payment on time each month or if **you** go over **your Credit Limit**, any **Promotional Offers** will come to an end and, from the date on which the **Promotional Offer** comes to an end, **you** will pay the **Standard Rate** and any **Buy Now Pay Later Balance** will be transferred to **your Standard Balance** and will form part of the outstanding balance. Those transferred **Transactions** will be taken into account when calculating your Minimum Payment. **We** may apply the **Standard Rate** at the end of the **Promotional Period**.

- 4.2 The APR is **24.9%** variable. The APR and the Total Amount Payable (as described in Condition 5) 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 Rate** for **Purchases**, 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.
- 4.3 Subject to Conditions 4.4 and 4.10 below, **we** will charge interest on **Purchases** and all other **Transactions** at the relevant **Standard Rate** set out above. **Our Standard Rates** are variable in accordance with Condition 20.2.
- 4.4 Where **Promotional Rates** apply, they will end on the last day of the relevant **Promotional Period** set out in the table above or as notified to **you** at the time **we** make the **Promotional Offer**, unless **you** break the terms of the agreement in which case the relevant **Standard Rate** will apply or, in the case of **Buy Now Pay Later Balances** which have transferred to the **Standard Balance**, the **Standard Rate** for **Purchases** will apply.
- 4.5 If **you** accept a **Promotional Offer** after **you** have entered into this agreement **we** will tell **you** the **Promotional Rate** and applicable **Promotional Period** before **you** enter into the **Transaction**.
- 4.6 Subject to Condition 4.7 below, **we** work out interest on **Purchases** (excluding **Purchases** on which no interest is payable) on a daily basis from the date they are added to the **Account**. If **you** pay in full the outstanding balance shown on **your** current statement by the payment due date, **you** will not pay any interest on **Purchases** shown on **your** statement, but even if **you** pay in full the outstanding balance shown on **your** current statement by the payment due date but did not pay in full the outstanding balance shown on **your** previous statement by the previous payment due date, **we** will charge interest on each **Purchase** shown on **your** current statement until **your** payment clears onto **your Account**.
- 4.7 **We** charge interest (i) on all other **Transactions**, related fees and on other amounts (such as the **Account** fees in Condition 8.2) from the date they are added to the **Account**; and (ii) on **Buy Now Pay Later Transactions** from the date on which they have been transferred to **your Standard Balance**; until you have repaid the balance on **your Account** in full. **You** will not pay any interest on **Buy Now Pay Later Transactions** where **you** have repaid **your Buy Now Pay Later Transactions** and any **Standard Balance** in full before the end of the relevant **Promotional Period**, but if **you** do not repay **your Buy Now Pay Later Transactions** and any **Standard Balance** before the end of the relevant **Promotional Period** **we** will charge interest on a daily basis at the **Standard Rate** for **Purchases** from the end of the **Promotional Period** until **your Standard Balance** has been repaid in full.

4.8 **We** will charge interest on any **Balance Transfer Fee**, **Money Transfer Fee** and **Cash Transaction Fee** (and on any unpaid interest) at the rate which applies to that **Transaction** type. **We** will always charge interest on any other **Account** fees at the **Standard Rate** for **Purchases** (as shown in the table in Condition 4.1 or as notified to you). **We** will not charge interest on **Default Fees** until **we** have told **you** **we** will do so but **we** will not charge interest on interest on **Default Fees**.

4.9 **We** calculate interest on a daily basis on **your** actual daily balance and add interest to the **Account** on the statement date each month. This means that if **you** do not pay **your Standard Balance** in full, **you** may pay interest on interest except on **Default Fees**.

4.10 **We** may vary the interest rates or any other fees or charges **we** make now or in the future under Condition 20. **We** will give **you** at least 30 days' notice in writing of an interest rate increase and 30 days' notice in writing of a change to any fees or charges.

## 5. Total Amount Payable

If **you** make immediate use of **your Card** for **Purchases** of £1,200 and then repay the **Account** balance in 12 equal monthly instalments over the period of one year, the Total Amount Payable would be £1,346.09 assuming that there is no change to the interest rate and that **you** do not break the terms of the agreement.

## 6. Repayments

6.1 Each month **you** must pay at least the 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. The minimum payment will be the sum of (i) 1% of the **Standard Balance** shown on **your** statement (including the interest, **Default Fees** and arrears) plus (ii) the amount of any interest, and **Default Fees** charged to **your Account** in the current **Statement Period** plus (iii) the amount of any arrears, which are immediately repayable; subject to this being a minimum of £5. If the total of **your Standard Balance** is less than £5, then the minimum payment due will be the total outstanding balance. Any overlimit amount is immediately repayable. Any amounts on **your Buy Now Pay Later Balance** will not be included in **your** minimum payment.

6.2 When **you** make a **Buy Now Pay Later Transaction** it will form part of **your Buy Now Pay Later Balance** which does not form part of **your** outstanding balance. There is a **Promotional Period** on **Buy Now Pay Later Transactions** during which no interest is charged on, or applied to, the **Buy Now Pay Later Balance** on **your Account**, and during which no repayments are required in relation to the **Buy Now Pay Later Balance**. The **Promotional Period** will be three months unless **we** tell **you** it is longer. **Buy Now Pay Later Transactions** which are made in any **Statement Period** will be transferred from the **Buy Now Pay Later Balance** to the **Standard Balance** on the last day of the **Promotional Period**.

## 7. Allocation of Payments

If **you** do not pay the **Standard Balance** in full in any month, **we** will apply **your** payment to (i) **Transactions** and **Promotional Transactions** (ii) any **Account** fee charged in connection with a **Transaction** or **Promotional Transaction**, (iii) other **Account** fees and to (iv) any **Default Fees** which are shown on **your** statement as follows:

- 1) It will be allocated to the different amounts of **your** outstanding stated **Standard Balance** that are charged at higher interest rates before those that are charged at lower interest rates.
- 2) If interest is charged at the same rate on different amounts, **we** will apply **your** payment to the different amounts in the following order: **Cash Transactions**, **Money Transfers**, payment protection insurance premiums, **Balance Transfers**, other **Promotional Transactions**, **Purchases** and other **Transactions**. If **you** have more than one **Promotional Transaction** at the same rate, **your** payment will be applied first to the **Promotional Transaction** that has the earliest **Promotional Period** start date.
- 3) If **you** pay more than the **Standard Balance** shown on **your** statement in any month **we** will apply **your** payment to **Transactions** on **your Standard Balance** which are not shown on **your** statement before any **Transactions** on **your Buy Now Pay Later Balance** which are shown on **your** statement.

Where an **Account** fee is charged in connection with a **Transaction** or **Promotional Transaction**, it will be applied by reference to that **Transaction** type. Otherwise it will be applied after other **Transactions** as set out in 2) above.

**We** will apply any remaining payment to **Transactions** not yet shown on **your** statement in the same order as set out above.

## 8. Fees

8.1 **We** may charge the following **Default Fees** if **you** break this agreement:

Late Payment Fee: charged each time <b>your</b> minimum payment is not made in full or is not made on time	£12
Overlimit Fee: charged each <b>Statement Period</b> that the balance on <b>your Account</b> is over <b>your Credit Limit</b>	£12
Returned Payment Fee: charged each time a payment is returned unpaid	£12
Trace Fee: charged if <b>you</b> change <b>your</b> details and <b>you</b> do not tell <b>us</b> where <b>you</b> may be contacted	£25

8.2 **We** also charge the following **Account** fees:

Balance Transfer Fee	Up to 5% of the amount of the transaction
Money Transfer Fee	Up to 5% of the amount of the transaction
Cash Transaction Fee	3% of the amount of the transaction (minimum £3)
Non-Sterling Transaction Fee	2.75% of the amount of the transaction
Copy Statement Fee	£3

8.3 **You** must pay the amount of any other losses and reasonable direct costs that **we** incur as a result of **you** breaking this agreement. These may include, but are not limited to, costs associated with finding, notifying or contacting **you** about the breach and enforcing payment of any amounts under this agreement.

8.4 **We** may change any of the fees listed here or introduce new fees for any of the reasons in Condition 20.2 and by giving **you** notice as explained in Conditions 20.4 and 22.

## 9. Right of Withdrawal

**You** may withdraw from this agreement without stating a reason by writing to **us** at NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD or by calling Customer Services. **You** have 14 days from the day after **you** receive **your** first **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 accrued 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 the payment.

## 10. Missing Payments

Missing payments could have severe consequences, including the possibility of legal proceedings being brought against **you**, making obtaining credit more difficult and **Promotional Offers** ending.

# PLEASE READ CAREFULLY

In this document you will find important information about Data Protection, Insurance, Direct Debits and the Terms and Conditions which form part of your Credit Agreement.

## AGREEMENT TERMS AND CONDITIONS

### 11. DEFINITIONS

In these terms and conditions, some words have particular meanings as set out below:

“**Account**” means the account opened by us in your name that records the amount you owe us under this agreement;

“**Balance Transfer**” means a debit from your Account of an amount you owe another lender in the United Kingdom;

“**Buy Now Pay Later Balance**” means the amount of Buy Now Pay Later Transactions which are still within the Promotional Period and in relation to which payment is not yet due;

“**Buy Now Pay Later Limit**” means the maximum amount you may borrow on the Account (if any) from time to time to carry out Buy Now Pay Later Transactions;

“**Buy Now Pay Later Promotional Period**” means the period of three months unless we tell you it is longer;

“**Buy Now Pay Later Transaction**” means a Promotional Transaction in respect of which we do not charge any interest and you do not need to make any repayments during the Promotional Period;

“**Card**” means any card issued by us for use in connection with the Account, including any Temporary Card or any digital device associated with your Card;

“**Cash Limit**” means the maximum amount you may borrow on the Account (if any) from time to time for Cash Transactions;

“**Cash Transaction**” means any cash obtained by use of the Card or Card number, including a) the purchase of foreign currency (unless we let you know otherwise) or travellers’ cheques b) cash from a cash machine or obtained over the counter at a bank, Retailer or cash provider c) any payment made by use of a money order, electronic money transfer, direct debit, standing order or similar d) any use made for gambling including internet gambling and purchase of lottery tickets or e) similar facilities we may provide in connection with the use of the Account;

“**Credit Limit**” means the maximum amount you may borrow on the Account at any one time, including, if any, the Cash Limit, Balance Transfer Limit, Money Transfer Limit, the Travel Money Limit and Buy Now Pay Later Limit;

“**Default Fees**” means the fees set out in Condition 8.1;

“**Money Transfer**” means a transfer of funds from your Account to a current account in the UK held in your name whether alone or jointly;

“**NewDay**” means NewDay Group Ltd, its subsidiaries, both direct and indirect, including NewDay Ltd and NewDay Cards Ltd;

“**Non-Sterling Transaction Fee**” means the fee set out in Condition 8.2 which is applied to transactions made in a currency other than Sterling;

“**Notice**” means any document we are required to provide to you by the Consumer Credit Act 1974 or by other legal or regulatory requirements;

“**Payment Scheme Exchange Rate**” means the exchange rate set by Mastercard and which is prevailing at the date and time your Transaction is processed;

“**PIN**” means any personal identification number to be used with the Card;

“**Promotional Offer**” means any Transaction on preferential terms, including Balance Transfers, Money Transfers, Buy Now Pay Later Transactions, Retail Promotions and any other Promotional Transactions that we may make available to you from time to time and which we may withdraw at any time on notice to you;

“**Promotional Period**” means the period we tell you before you make a Promotional Transaction during which preferential terms will apply;

“**Promotional Rate**” means the preferential rate that applies to Promotional Transactions during the Promotional Period;

“**Promotional Transaction**” means any Transaction to which a Promotional Rate or a Promotional Period apply, or both;

“**Purchase**” means a purchase of goods or services (and, if we have let you know that this is applicable to you, any foreign currency bought instore at Debenhams stores in the UK); using the Card or Card number or where the amount of the purchase is debited directly to the Account, for example, payment protection insurance premiums;

“**Recurring Transaction**” means an agreement between you and a supplier that allows the supplier to ask us to make payments to them from your Card Account on a regular basis;

“**Retail Promotion**” means a promotion where Purchases may be made on preferential terms;

“**Retailer**” means the Retailer or other person or company (if any) named on the face of the Card;

“**Retailer Group**” means the Retailer and each other company, practice or person (if any) in the same group;

“**Standard Balance**” means the balance outstanding on your Account other than the Buy Now Pay Later Balance;

“**Standard Rate(s)**” means the rates that apply to the outstanding balance on your Account from time to time excluding any Promotional Rates;

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“**Statement Period**” means the period starting the day after your previous statement date and ending on the date of your next statement;

“**Temporary Card**” means the Card that we give you to allow you to make Purchases at Retailer stores or Retailer websites as soon as you have opened your Account;

“**Transaction**” means a Cash Transaction, Purchase, Promotional Transaction and any other transaction made by you or an additional cardholder on the Account;

“**Travel Money Limit**” if we have let you know that you have a travel money limit, this means the maximum amount you may borrow on your Account to buy foreign currency instore at Debenhams stores in the UK;

“**We**”, “**us**” or “**our**” means NewDay Ltd and any person we may transfer our rights or duties to under this agreement;

“**You**”, “**your**” means the person who signed this agreement.

### 12. YOUR ACCOUNT

#### 12.1 Use of Card

- a) If Buy Now Pay Later Transactions are available on your Account, we, or the Retailer, will let you know at the time you make your Purchase if it qualifies as a Buy Now Pay Later Transaction. Buy Now Pay Later Transactions may only be made at the stores or online sites of Retailers who offer a NewDay Retailer branded Card. To qualify as a Buy Now Pay Later Transaction we will set the criteria, these may include a minimum Transaction amount, the purchase of a specified type of goods (e.g. furniture) and availability at a Retailer or in a specified store, department or online site of that Retailer. You must tell us, or the Retailer, that you want the Transaction to be a Buy Now Pay Later Transaction if you are given the option at the point of sale.
- b) We may set the criteria for other Promotional Offers; these may include a minimum Transaction amount, the purchase of a specified type of goods (e.g. furniture) and availability at a Retailer or in a specified department of that Retailer or in-store or online.
- c) We will put on the Account all Transactions and all other amounts you have to pay to us in connection with the Account.
- d) If you have authorised a Recurring Transaction, the supplier may continue to take payments from your Account until you tell them or us to cancel it. You may withdraw your authorisation at any time up to the end of the business day (Monday to Friday other than English bank holidays) before the Recurring Transaction is due to be paid. We will use our best efforts to stop these transactions from being charged to your Account. As Recurring Transactions are initiated by the supplier, you may wish to contact the supplier as well to stop the Recurring Transaction being initiated. If the Recurring Transaction is taken from your Account after you have withdrawn your authorisation we will refund the transaction amount together with any related charges or interest.
- e) You may not use the Card or the Account for any illegal purpose.
- f) Cards belong to us and you must immediately return them to us or destroy them if we ask you to. We may ask others to retain them for us.
- g) For operational reasons we can recall or replace Cards at any time and may change the Card and/or Account numbers at any time. We may provide a Card using a different payment scheme as a replacement Card as long as we reasonably think you will get the same or a better service with that Card.
- h) If you buy any goods or services using your Card which individually cost more than £100 and not more than £30,000 and these are unsatisfactory, or fail to arrive, or a misrepresentation is made by the supplier, you may be able to sue the supplier, or us, or both.
- i) A Retailer may from time to time offer a loyalty scheme or other benefits. If so, they will operate under separate terms and conditions notified to you.

#### 12.2 Credit Limit, Cash Limit and Buy Now Pay Later Limit

- a) We will let you know your Cash Limit (if any) when you receive your first statement. We will let you know your Buy Now Pay Later Limit (if any) when we let you know that Buy Now Pay Later Transactions are available to you. We may introduce or change your Cash Limit, Buy Now Pay Later Limit or Travel Money Limit (if any) from time to time and will let you know of any changes by post, email, text message or on your statement.
- b) You must not go over your Credit Limit at any time. If you do so, you must pay us the excess immediately. To decide whether you have gone over your Credit Limit we may take into account the amount of any Transaction we have authorised even if it has not yet been charged to the Account.

- c) In exceptional circumstances, we may allow you to exceed your Credit Limit. Even if we allow this, you will still have to pay the Overlimit Fee detailed in Condition 8.1 and any Promotional Offers will come to an end.
- d) If we decide to increase your Credit Limit we will tell you at least 30 days before we do so; you can tell us that you do not want this Credit Limit increase or any other in the future.
- e) If we reduce your Credit Limit we may do this without notice. We will only reduce your Credit Limit if we have good reason, for example your circumstances change, there is a significantly increased risk you may not be able to pay or we are concerned about fraud or the security of your Card. You may tell us at any time that you want your Credit Limit to be reduced. In either case your Credit Limit will not be less than the amount of your Standard Balance and Buy Now Pay Later Balance.

### 12.3 Promotional Transactions

- a) We may offer you Promotional Transactions from time to time and will let you know when we do.
- b) We may extend the Promotional Period applicable to particular Promotional Transactions including Buy Now Pay Later Transactions. If we do this, we will tell you the Promotional Period which will apply.
- c) If we tell you that you can use your Account for Balance Transfers and/or Money Transfers, the following conditions apply:
  - i) you cannot make a Balance Transfer to your Account from an account you hold with NewDay;
  - ii) you can only make a Money Transfer to a current account held by a financial institution in the United Kingdom;
  - iii) if you make a Balance Transfer, you should continue to make any payments due to the other lender until they confirm that no further payments are due;
  - iv) we may limit the number of Balance Transfers or Money Transfers you may make or only allow them up to a proportion of your Credit Limit. We will tell you your Balance Transfer Limit or your Money Transfer Limit before you make such a transfer;
  - v) when you request a Balance Transfer or Money Transfer we will tell you the maximum time it will take to process and any fees payable;
  - vi) after a Balance Transfer or Money Transfer has been processed you cannot cancel it and any fee we charge for making the Balance Transfer or Money Transfer cannot be refunded to you, unless you withdraw from this Agreement;
  - vii) we will let you know of any other terms that apply before you make a Balance Transfer or Money Transfer.

### 12.4 Payment scheme logo

- a) If your Card has a payment scheme logo on it, it can be used at all outlets and cash machines displaying that logo. Cards without a payment scheme logo and Temporary Cards may normally be used in the UK at the Retailer and if we notify you (i) at other members of the Retailer Group and (ii) at other third party suppliers notified to you, but not elsewhere.
- b) If we give you a Card without a payment scheme logo on it, we may replace it in the future with a Card with a payment scheme logo unless you have asked us not to.

### 13. ADDITIONAL CARDS

- 13.1 You may ask us to issue an additional Card to up to 3 people you nominate as long as they live at the same address as you and are eligible for one.
- 13.2 You are responsible for all use of your Card and Account by any additional cardholder, including anything they do that makes you break this agreement. You must ensure that each additional cardholder uses the Card according to the terms and conditions of this agreement.
- 13.3 We will not give additional cardholders information about your Account.
- 13.4 You can ask us to cancel an additional Card at any time but you will remain responsible for it until it is returned to us.

### 14. OUR RIGHT TO LIMIT YOUR USE OF THE ACCOUNT

- 14.1 We may cancel or suspend your right to use your Card or Account at any time where we reasonably believe this is necessary because of reasons relating to:
  - a) the security of your Card or Account;
  - b) suspected or actual unauthorised or fraudulent use of the Card or the Account;
  - c) a significantly increased risk that you will not repay us.

- 14.2 We will tell you that we are cancelling or suspending your right to use the Card or Account and give you our reason for doing this. Where we are unable to contact you to tell you of this, or where it would not be appropriate to do so, we will stop use of the Card or Account and let you know immediately after. The agreement will continue if we cancel or suspend your right to use the Card or Account and we will not be liable for any loss or damage you or an additional cardholder may suffer as a result of the cancellation or suspension.

### 14.3 We may refuse to carry out a Transaction if:

- a) there is a threat to the security of your Card or Account;
- b) you have exceeded or would exceed your Credit Limit, Cash Limit or Buy Now Pay Later Limit (except in circumstances in Condition 12.2(c));
- c) you tell us that your Card has been lost or stolen;
- d) we are required to do so for any legal, regulatory or fraud prevention purposes;
- e) you have given us an inaccurate or unclear payment instruction;
- f) we suspect fraud or the Transaction appears unusual compared to your normal spending pattern;
- g) carrying out a Transaction may result in increased credit risk;
- h) it is a Buy Now Pay Later Transaction and you have not made a required payment in full and on time or have gone over your Credit Limit at any time in the twelve Statement Periods prior to the date on which you are trying to make the Transaction. You can contact us to find out why we have refused to carry out a Transaction. Where we refuse to carry out a Transaction we will notify you of this and tell you the steps required to complete the Transaction if this is possible. We will give you reasons for such refusal if we are able to do so.

### 14.4 We may decline to issue you with a replacement Card where:

- a) you have repeatedly broken your agreement with us;
- b) your Account is dormant;
- c) we reasonably consider that there is a significantly increased risk you will not be able to repay us;
- d) we suspect that the Card has been or may be used fraudulently.

### 15. CHARGES

- 15.1 Details of fees charged in relation to all Transactions are detailed in Condition 8.

- 15.2 If you use your Card (or Card number) to withdraw cash from any cash machine or for another type of Cash Transaction, we will charge you the Cash Transaction Fee set out in Condition 8.2. We may set limits on the amount of each Cash Transaction and will tell you if we do.

- 15.3 All Transactions in currencies other than Sterling will be converted into Sterling on the day they are added to your Account at the Payment Scheme Exchange Rate (at the date and time the Transaction is processed) together with the Non-Sterling Transaction Fee. The Payment Scheme Exchange Rate used may differ from the rate when the Transaction was made as exchange rates vary on a daily basis. The Payment Scheme Exchange Rate used when such Transactions are made and the amount of the Transactions in Sterling following application of the exchange rate will be set out in your statement. For an indication of the Payment Scheme Exchange Rate you can visit [www.mastercard.com](http://www.mastercard.com) or call us on 0208 181 0000\*.

- 15.4 You may not hold a credit balance on your Account. If you do, we may still restrict the use of the Card and the Account to the amount of your Credit Limit.

### 16. PAYMENTS AND INTEREST

- 16.1 You must make at least the minimum monthly payment each month, to be received by us by the payment due date shown on your statement. Payments will reduce your balance only when they are credited to your Account. Your statement will give you guidance on when to make payments by different methods so that they reach us and can be added to your Account on time. We will treat any payment you make (or part of it) as paying off any arrears on the Account first before treating it as the minimum monthly payment due on the Account.

- 16.2 We may at any time waive the whole or part of any interest in respect of any amount charged to the Account, if we think it appropriate to do so, based on how you use the Account.

- 16.3 As we process payments automatically we may accept partial payments marked "payment in full" or other similar language without losing our right to claim full payment.

- 16.4 You may pay the Account balance in whole or in part at any time. You can call Customer Services to find out your Account balance and you can make payments using any of the methods set out in your statement.

**16.5** If you have told us to collect your full balance by Direct Debit each month, we will collect the Standard Balance shown on your statement and the amount of any Buy Now Pay Later Balance. If you do not want us to collect your Buy Now Pay Later Balance you must let us know.

## **17. DISPUTED TRANSACTIONS AND REFUNDS**

**17.1** Where you dispute a Transaction, if, following our investigation, we find that you have not authorised the Transaction, we will refund the amount of the Transaction and restore the Account to the state it would have been in had the Transaction not taken place.

**17.2** If you dispute any pre-authorised Transaction, you must tell us about this as soon as possible. If the dispute relates to the amount of any Transaction where the amount of the Transaction exceeds the amount that you reasonably expected (other than as a result of exchange rate fluctuations) you must tell us within eight weeks from the date on which the Transaction was put on your Account as you are entitled to a full refund. The right to a refund does not apply where you have given consent to the Transaction to be made and information about the Transaction was provided at least four weeks before the date on which payment is due.

**17.3** You cannot use a claim against a supplier as a reason for not making payments to us unless you have a legal right to do so.

**17.4** Where a shop or other person you have paid using your Card gives you a refund, your Account will be re-credited when we receive an acceptable refund confirmation.

## **18. YOUR STATEMENT**

**18.1** We will send you a statement each month that there is activity on your Account which will show your payments and all Transactions and other amounts added to your Account since the last statement.

**18.2** You must make the minimum payment due each month even if you do not receive a statement for any reason or have not accessed your online statement. In these cases you must contact us to find out the minimum payment due that month. Even if you do not receive a statement we will still charge interest and fees as applicable on the balance of your Account.

**18.3** You must check your statement and must tell us as soon as possible if you think the statement is wrong or if you do not receive a statement when you expect one, or if you cannot access your online statement.

**18.4** Where we send statements by post we will send them to the most recent postal address we have for you. We may be able to provide you with statements and other Notices online. You agree that if this facility is available on your Account we may make your statements, and other Notices, available in a printable and/or downloadable format via the customer area at our secure online address and/or send them to the most recent email address that we have for you.

**18.5** We may allow you to opt in or out of receiving paper statements and other Notices at any time by updating your preferences online, or by calling us. We may choose to supply you with a paper statement at any time. If you choose electronic statements, we may send you notification that your statement is ready to view online, but we will not be responsible if you do not receive this, including because you have not told us about changes to your details.

## **19. CARD AND PIN SECURITY**

**19.1** You and each additional cardholder must:

- a) make sure that each Card is signed as soon as you receive it, if required;
- b) keep your PIN and Card safe and not let anyone else know it or use them;
- c) make sure you know your PIN and other security information and keep them secret at all times, including destroying the notification we send you; and
- d) take care when storing or disposing of information about your Account.

**19.2** If your Card is lost or stolen or you think that it or the Card number may be misused, or that someone may know your PIN, you must tell us as soon as possible by telephoning 0208 181 0000\* or writing to NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD. If we ask, you must write to us within seven days.

**19.3** You must give us all the information you have about the loss, theft or misuse of the Card, Card number or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful.

**19.4** You will not have to pay for any unauthorised use of your Card or PIN, unless you or an additional cardholder have acted fraudulently or were responsible for the misuse, for example by allowing someone else to have the Card.

**19.5** You must not damage or deface any Card or interfere with any chip in a Card at any time except those Cards that have been cancelled, withdrawn or have expired and which must then be destroyed.

**19.6** Our fraud detection systems highlight unusual spending patterns and we may contact you if unusual Transactions appear on your Account; these calls may include computer generated speech.

## **20. CHANGES TO THIS AGREEMENT**

**20.1** We can change your Credit Limit, Cash Limit or Buy Now Pay Later Limit under Conditions 2 and 12.2.

### **20.2 Interest rates and fees**

We may change the interest rates and/or fees payable under this agreement (including introducing new fees or changing when or how we calculate or apply interest or fees and charging different rates on different Transactions) in the following circumstances:

- to respond proportionately to actual or expected changes to our costs of providing the Account;
- if we change the services or benefits included with your Account;
- because we reasonably think that your credit risk profile has changed (which may include using of external credit reference data and looking at the way that you manage your Account) meaning that there is an increased risk that you might not be able to repay what you owe us;
- to maintain an appropriate return from your Account and to ensure that our business maintains a broadly similar level of competitiveness;
- for any other valid reason as long as you are able to end the agreement without charge.

### **20.3 All other terms of your agreement**

We may change any other terms, (including removing or adding terms or changing the Promotional Period relating to any Promotional Offers) for the reasons above and for any of these reasons:

- we reasonably consider the change would make the terms easier to understand, fairer to you, or you would not be disadvantaged by it;
- to make reasonable changes to the way we look after your Account as a result of changes in the financial system, technology, or the systems we use;
- as a result of actual or anticipated legal or regulatory requirements;
- to ensure that our business is run prudently;
- for any other valid reason as long as you are able to end the agreement without charge.

### **20.4 Notification of changes**

- If we increase your interest rate, we will give you 30 days' written notice of the change and will give you another 30 days to decide if you want to stop using your Card and pay back the balance at the existing rate. We will provide you with written notice before making any other interest rate change.
- We will give you at least 30 days' written notice of all other changes to your agreement unless the change is not to your disadvantage. In this case, we will give you written notice but we may make the change more quickly. If you do not want to continue the agreement with the change, you can end this agreement (see 'Ending The Agreement'). All such changes will take effect as notified for as long as the agreement remains in existence.
- We may offer you benefits along with your Account and we will tell you what benefits we offer if these become available to you. We may change, withdraw or suspend these benefits at any time by giving you reasonable notice.

## **21. ENDING THE AGREEMENT**

**21.1** You may end this agreement at any time by writing to our Customer Services Department at the address in Condition 19.2 or calling Customer Services and paying the full amount of both the Standard Balance and any Buy Now Pay Later Balance. Unless there are exceptional circumstances we will give you two months' written notice if we decide to end this agreement. You must continue to pay interest on all amounts you owe us even after the Account is terminated or closed.

**21.2** We may demand repayment of the full amount of both the Standard Balance and any Buy Now Pay Later Balance if:

- a) we find out that our decision to lend to you was based on inaccurate, misleading or incomplete information; or
- b) you break this agreement regularly or seriously, die, become bankrupt or make a voluntary arrangement with other people you owe money to; or
- c) you have broken the terms of another agreement you have with us and as a result we have given you notice ending that agreement and we have reasonable grounds for thinking that you may not be able to continue making payments under this agreement. Before making any demand we will provide you with any notices required by law.

**21.3** We may close your Account (by providing two months' written notice), cancel or suspend your right to use your Account and/or reduce your Credit Limit if it has been dormant, meaning there have been no Transactions or a zero balance, or if you have had a credit balance for a period of time. When you receive notice you may ask us to keep your account open and to return any credit balance to you. If you do not ask us to do this, any small credit balance may be donated to a charity; however, the credit balance belongs to you and you can ask for it to be returned to you at any time by writing to us or calling us, using the details in Condition 24.1.

**21.4** Once notice has been given, Cards, Card numbers and PINs must not be used and you must destroy them or, if we ask you to, return all Cards having cut them into several pieces and cancel any instructions or authorities you have given others to charge your Account. You must continue to make all payments due under this agreement, which will continue until you have repaid the full amount of both the Standard Balance and any Buy Now Pay Later Balance, including amounts added to the Account after the notice to end the agreement.

## **22. CONTACTING YOU**

We may contact you about your Account using the most recent contact details that we hold for you. We may provide you with statements and Notices about your Account including notice of any changes, by any means including:

- putting messages on your monthly statement;
- post or phone;
- any electronic means, including by sending a PDF or link to the email address or mobile phone number that you have given us or by transmitting information and/or documents to the customer area at our secure online address.

You must ensure that you let us know of any changes to your contact details immediately; we will not be responsible if you do not receive a communication because you have not let us have your up to date details.

## **23. GENERAL**

**23.1** You must have a UK residential address and be over 18 years of age. You must always tell us if you, or any additional cardholder, change your address, email address or phone number, both mobile and landline. You must let us know if your circumstances change in a way which is likely to change our assessment of your financial standing for example if you lose your job or are off work due to long term sickness.

**23.2** We may transfer to any other person or business any or all of our rights under this agreement at any time and our duties (including, without limitation, our duty to lend to you). If the arrangements for servicing your Account do not change as a result of this assignment, we may do this without notice, but we will tell you if and when the arrangements do change. In other cases we will give you notice as soon as reasonably possible. Your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

**23.3** This agreement is governed by the law of England and Wales which will also govern the relationship between us and you before the conclusion of this agreement. The courts of England and Wales have non-exclusive jurisdiction for any related disputes. We will only communicate with you in English.

**23.4** If we do not strictly apply our rights under this agreement at any time, this will not prevent us from doing so later.

**23.5** There may be other taxes or costs, which are not paid through us or charged by us, that you have to pay in connection with this agreement.

**23.6** We will not be liable if we are prevented from doing anything we have said we will do under this agreement because of anything that we cannot reasonably control, including any machine failing to work, any person, company or supplier refusing to accept any Card and industrial disputes.

## **24. CONTACTING US, COMPLAINTS AND HOW WE ARE REGULATED**

**24.1** If you want to contact us or have a complaint, please write to us at NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD or phone us on 0208 181 0000\*.

If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to:

- the Financial Ombudsman Service at Exchange Tower, London E14 9SR  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: 020 7964 1000.  
Web address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We also subscribe to the Standards of Lending Practice which is monitored and independently enforced by the Lending Standards Board.

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](mailto: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>).

**24.2** We provide credit products to consumers and we are authorised and regulated by the Financial Conduct Authority (reference number 690292); NewDay Ltd is also authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (reference number 555318) for the provision of payment services. They can be contacted at: 25 The North Colonnade, London E14 5HS. We are a member of the Finance and Leasing Association (the "FLA"). We subscribe to the code of the FLA. NewDay Ltd is a company registered with the Registrar of Companies for England and Wales, Company Number 7297722, Registered Office: 7 Handyside Street, London, N1C 4DA

## **25. USE OF PERSONAL INFORMATION**

### **25.1 Information we hold**

We hold the following details about you:

- a) personal information, such as your name, address and date of birth;
- b) other demographic and lifestyle information (such as permanent residence details, and occupation details);
- c) details of your financial transactions;
- d) details of the accounts and products you hold and have previously held with us and, if you have told us, which products you have with other providers; and
- e) details of when you contact us and when we contact you.

**25.2** References to 'Personal Information' include all of the information identified above, whether obtained by us from you, from a Credit Reference Agency (CRA) or Fraud Prevention Agency (FPA), over the Internet, from the Retailer or by any other means.

**25.3** References to 'you' mean the Account holder, plus any additional cardholder.

**25.4** We and the Retailer regularly share Personal Information about you to manage your Account and to provide services, including Retailer offers, to you as explained below.

The Retailer may hold this information about you also.

**25.5** Please note that, in order to service your Account, we may process sensitive Personal Information about you. Sensitive Personal Information includes information relating to:

- a) health or medical information;
- b) racial or ethnic origin(s);
- c) criminal records;
- d) driving records; and/or
- e) sexual preferences or orientation.

### **25.6 Sharing your Personal Information with other organisations**

We and the Retailer will only disclose your Personal Information to other people or organisations as set out in this Condition 25 if:

- a) you have consented to such disclosure; we are permitted to do so by law; or it is in the public interest to disclose the Personal Information;
- b) we have retained an external organisation to carry out work or provide a service on our behalf (in such a situation, the external organisation will be contractually bound to use the Personal Information only as permitted by us);
- c) we are providing products or services in conjunction with another company (of which we will inform you of the identity and the use of your Personal Information by them);
- d) when we believe that they have products or services which may be of financial benefit to you.

**25.7** We reserve the right to disclose your Personal Information in the event of any sale or transfer (or proposed sale or transfer) of our business, rights and/or obligations. We may disclose your Personal Information to possible transferees and their advisors as long as they agree to keep the Personal Information confidential and use it only for the proposed transfer. If the transfer or sale goes ahead, the transferee may use or disclose your Personal Information in the same way as us.

### **25.8 Operating your Account**

We, the Retailer and other organisations as set out above may process, record, analyse, exchange and use your Personal Information to:

- a) operate and manage your Account and other related facilities;
- b) carry out statistical analysis and to check details on applications made by you and others for credit and credit related accounts and facilities;

- c) making credit and insurance assessments;
- d) develop and improve products, to form a view of you as an individual and to identify or design products and offers (including products offered by others) that might interest you;
- e) carry out market research and business analysis;
- f) carry out audits;
- g) perform other administrative and operational purposes, including the testing of systems;
- h) trace debtors;
- i) recover debt;
- j) to check details of job applicants and employees; and/or
- k) perform any other reasonable purpose notified to you from time to time.

#### 25.9 Data Security

We will strive at all times to ensure that your Personal Information will always be protected against unauthorised or accidental access, processing or erasure. We maintain this commitment to data security by implementing appropriate technical and organisational measures to safeguard and secure your Personal Information.

#### 25.10 Crime Prevention, Credit Reference Agencies and Fraud Prevention Agencies

We will use and share your Personal Information with credit reference agencies as explained in the 'Use of Personal Data' information you were given in your application. In order to identify, prevent and assist in dealing with fraud, money laundering and other crime, we and the Retailer may share your Personal Information with other members of the NewDay Group, FPAs and other relevant governmental and/or regulatory bodies and this information may be used by us and other organisations as set out in Condition 25.8 above. If false or inaccurate information is provided and fraud is identified, details will be passed to FPAs. Law enforcement agencies may access and use this information. We and other organisations may also access and use from other countries information recorded by FPAs. Please contact us on 0371 522 5146 (this call will cost no more than a standard national rate call)\* if you wish to receive details of the relevant FPAs.

#### 25.11 Regulators

We and the Retailer will share your Personal Information with regulators or ombudsmen, including taxation and similar authorities, where we are requested by them to do so.

#### 25.12 Your rights to your Personal Information

You and any additional cardholders have a right to access certain personal records we hold about you. This is called a 'subject access request', which you can make by writing to us at Data Subject Access Requests, NewDay Ltd, Customer Service Department, P.O. Box 700, Leeds LS99 2BD. A fee of £10 is payable for such requests.

#### 25.13 Overseas transfers

We and the Retailer may transfer your Personal Information to countries whose data protection laws are less strict than those applicable in the UK. If we do transfer your Personal Information to any such countries, we will ensure that your Personal Information is:

- a) held securely to standards equivalent to the UK; and
- b) used only as permitted by us.

#### 25.14 Insurance

We will exchange information about you and your Account with the insurer who provides the product you have chosen to allow the insurer to:

- a) arrange and administer your policy; and
- b) underwrite, prevent fraud and handle claims.

We will also notify insurers of any change in your Personal Information of which you inform us. If you make a claim, we will pass all relevant information to the insurers to help them assess the claim.

#### 25.15 Information about other products and services

If you agree, we, the Retailer and members of the NewDay Group and the Retailer Group may exchange and use relevant information about you, how you manage your Account and the financial transactions on your Account to give you information about other products and services provided by the NewDay Group, members of the Retailer Group and by other carefully selected third parties which may be of interest or benefit to you or we may pass information about you to other carefully selected third parties so they may contact you about such products and services. We may continue to do this after your agreement with us has ended. You may tell us at any time if you change your mind.

\* Calls may be recorded and monitored for training and security purposes and to help us manage your account



## USE OF PERSONAL DATA

A condensed guide to the use of your personal information by ourselves and by Credit Reference Agencies (CRAs) and Fraud Prevention Agencies (FPAs)

- 1) When you apply to us to open an account, we will check our own records about you as well as those at CRAs and at FPAs. When CRAs carry out a full search they will place a search footprint on your credit file that may be seen by other lenders and this may affect your ability to obtain credit for a short while. An eligibility check will only leave a soft footprint on your file, which will not affect your ability to obtain credit. CRAs supply to us both public (including the electoral register) and shared credit and fraud prevention information. We will make checks such as assessing your application for credit and verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your account with us.
- 2) If you tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and these links will remain on your and their files until such time as you or your partner successfully files for a disassociation with the CRAs to break that link.
- 3) Information on applications will be sent to CRAs and will be recorded by them. Where you borrow from us, we will give details of your accounts and how you manage it/them to CRAs. If you borrow and do not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.
- 4) If you give us false or inaccurate information and we suspect or identify fraud we will record this and will also pass this information to FPAs and other organisations involved in fraud and money laundering prevention.
- 5) If you have borrowed from us and do not make payments that you owe us, we will trace your whereabouts and recover debts.
- 6) Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

This is a condensed version and if you would like to read the full details of how your data may be used please phone 0371 522 5146 (This call will cost no more than a standard national rate call. Calls may be recorded and monitored for training and security purposes). You can contact the CRAs currently operating in the UK; the information they hold may not be the same so it is worth contacting them all. They will charge you a small statutory fee.

- Call Credit Limited, Consumer Services, P.O. Box 491, Leeds LS3 1WZ or call 0845 366 0071 or log onto [www.callcredit.co.uk](http://www.callcredit.co.uk) (Consumer Help Section).
- Equifax, Customer Relations, P.O. Box 10036, Leicester LE3 4FS or call 0844 335 0550 or log on to [www.equifax.co.uk](http://www.equifax.co.uk).
- Experian, Consumer Help Service, P.O. Box 8000, Nottingham NG80 7WF or call 0844 481 8000 or log on to [www.experian.co.uk](http://www.experian.co.uk).
- Please contact us on 0371 522 5146 (This call will cost no more than a standard national rate call. Calls may be recorded and monitored for training and security purposes) if you want to receive details of the relevant FPAs