

CREDIT CARD AGREEMENT

REGULATED BY THE CONSUMER CREDIT ACT 1974

BETWEEN: Us/The Company
Fenwick Limited, whose registered office is at
Elswick Court, 39 Northumberland Street, Newcastle-Upon-Tyne, NE99 1AR
AND: You/The Customer

KEY FINANCIAL INFORMATION

Credit Limit: We will determine the Credit Limit from time to time under this agreement and notify you of it.

Timing and amounts of repayments:

A statement will be sent to you at the end of each month showing transactions during the month, the balance outstanding and the minimum amount payable by the end of the next month. Each month you must make a minimum payment to us of 10% of the balance outstanding on your account at the end of the preceding month or £10 (whichever is the greater). If the balance outstanding is less than £10 then the minimum payment which you must pay is the full outstanding balance. The minimum payment each month will be shown on your monthly statement which we send to you. You may pay more than the minimum payment. In any event, the minimum payment must be made by the date indicated on your monthly account statement.

In addition to the minimum payment referred to above we may require the outstanding balance to be repaid at any time upon request from us (subject to any notice required by law), for example under clause 6 of the Account Terms which form part of this agreement.

The Company has the right to vary the terms of this agreement (including the terms on how repayments are to be made) under clause 10 of the Account Terms.

APR : 24.9% (variable):

OTHER FINANCIAL INFORMATION

Total charge for credit: £10.50

The total charge for credit consists of interest on the credit to be provided under this agreement. Please refer to clause 5 of the Account Terms as to the assumptions made in calculating the total charge for credit under this agreement.

The initial rate of interest applicable to this agreement is 22.44% per annum. The rate of interest under this agreement is variable.

Interest is charged at the end of each month, by applying the applicable rate of interest per annum to any part of the account balance remaining unpaid from a previous month and then dividing the product of that application by twelve (to provide a monthly rate of charge). The interest charge calculated is added to the total balance outstanding as at the end of the relevant month, which will be set out in your monthly account statement. In calculating the APR no account has been taken of any variation which may occur under this agreement of the applicable rate of interest. We may vary the interest rate and the APR from time to time at our discretion by giving you 28 days' notice in writing.

KEY INFORMATION

Cancellation rights: You have a right to cancel this agreement in accordance with clause 2 of the Account Terms.

You have no right to cancel this agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or (except where this agreement is made without any face to face contact between you and the Company) the Financial Services (Distance Marketing) Regulations 2004.

MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Company cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF ACCOUNT CARD

If your account card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to the Company. If it is misused with your permission you will probably be liable for ALL losses.

You will not be liable to the Company for losses which take place after you have told the Company about the theft, etc.

The above statement is subject to the provisions of clause 3 of the Account Terms.

Account Terms

1 DATA PROTECTION ACT 1998

On receipt of your application the Company will search the files of a Credit Reference Agency which credit providers use to record and exchange credit information about individuals. Shared information is used to help make credit decisions and sometimes to prevent fraud or trace debtors. Dates of birth are used to help in identifying the credit records of individuals. Once opened, details of your account, including the credit limit, monthly balance and payments records, will also be available to other credit providers through the Credit Reference Agency.

The Data Protection Act gives individuals the right of access to their credit records.

2 YOUR RIGHT TO CANCEL

Once you have signed this agreement you will have 14 days in which to cancel it starting on the day on which you receive your account card. Where this agreement has been made without any face to face contact between you and the Company, this right to cancel is a statutory right under the Financial Services (Distance Marketing) Regulations 2004, as well as a contractual right under this agreement. Where it was made after some face to face contact with you, this right to cancel is purely a contractual right.

You can cancel this agreement by sending (by post, facsimile or electronic mail) or taking, a written notice of cancellation addressed to the Company at the address stated at the head of this agreement and/or to the facsimile number or e-mail address published from time to time by the Company.

If you cancel this agreement in accordance with the above provisions any money you have paid under or in relation to the agreement must be returned to you. If you already have any goods under the agreement these must be returned to the Company as soon as possible and in any event within 30 days beginning with the day on which the cancellation notice was given by you. In the meantime you should not use the goods and you should keep them safe and in the condition in which they were supplied to you. (Legal action may be taken against you if you do not take proper care of them).

If you do not exercise the above right to cancel within the cancellation period, this agreement will continue in full force and effect in accordance with its terms.

3 ACCOUNT CARDS

After the Company's acceptance of your application, an account card will be provided which you may use to charge purchases to the account, on credit, up to the Credit Limit.

Additional account cards may be issued to other persons provided you authorise us in writing to so do. Each account card must be used only by the person named on it and authorised to use it. You will be responsible for all the account cards and for any charge to the account arising out of their use, subject to the provisions set out under the heading THEFT, LOSS OR MISUSE OF ACCOUNT CARD in this agreement, or, where this agreement was made without any face to face contact between you and the Company, subject to the proviso that you shall not be liable to the Company for any loss arising from use of any account card by another person not acting, or to be treated as acting, as your agent.

The account cards will remain the property of the Company who may request their surrender at any time.

Theft or Loss or Misuse of Account Card:

You should give notice in the event that any account card is lost, stolen, or otherwise liable to unauthorised use, to the Company at its address stated at the head of this agreement and/or on the telephone number stated at the end of this agreement.

4 CREDIT LIMIT

If at any time the balance outstanding on the account exceeds the agreed credit limit, the excess amount will be payable immediately. Credit limits may be varied on application to the Company.

5 ASSUMPTIONS MADE IN CALCULATION OF TOTAL CHARGE FOR CREDIT

In calculating the total charge for credit set out under the heading OTHER FINANCIAL INFORMATION in this agreement, the same assumptions have been used as those used to calculate the APR. The Total Charge for Credit is based on the assumption that you use your Card for a Retail Purchase of £100 and then repay it in 12 equal monthly instalments.

6 DEFAULT

If a payment becomes overdue by more than 7 days a Default Notice may be issued requiring you to pay the overdue amount within 7 days, failing which, the account will be closed and the whole balance will be payable.

7 RESTRICTION OF USE

The Company may, at any time, without prior notice (save where notice is required by law), withdraw your right to charge purchases to your account. All goods except newsagency may be charged to your account.

8 RELAXATION OF TERMS

Any relaxation or indulgence which the Company may grant you shall not affect the Company's existing or forthcoming rights under this agreement.

9 CHANGE OF ADDRESS

You must notify the Company immediately of any change of address.

10 VARIATION OF TERMS

The Company reserves the right to vary the terms of this agreement by giving you 7 days' notice in writing.

11 TERMINATION BY YOU

There is no minimum duration of this agreement. You may terminate this agreement at any time, by notice to the Company and the payment to the Company of the total outstanding account balance, including any interest payable on the balance.

12 ASSIGNMENT

The Company may assign its rights and transfer its obligations under this agreement at any time but you may not. Any such assignment or transfer by the Company shall not affect your rights under this agreement and your legal rights (including under the Consumer Credit Act 1974) will not be affected.

13 LANGUAGE

You and the Company hereby agree that the terms and conditions of this agreement and the information supplied by the Company and all other communications by the Company in connection with this agreement, shall be in English.

14 LAW AND JURISDICTION

The pre-contractual relations between you and the Company and this agreement are governed by the laws of England and Wales and you and the Company hereby agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.

NOTES FOR THE CUSTOMER:

- The Company's main business is retailing of consumer goods.

- The Company holds a consumer credit licence, number 033615, issued by the Office of Fair Trading, which supervises the conduct of consumer credit business.

- Fenwick Limited. Registered in England No:52411. Registered Office: Elswick Court, 39 Northumberland Street, Newcastle Street, Newcastle-upon-Tyne, NE99 1AR. Tel: 0191 232 5100

CREDIT CARD AGREEMENT

REGULATED BY THE CONSUMER CREDIT ACT 1974

FOR OFFICE USE ONLY: Bracknell Kingston C S %

BETWEEN:

The Company/we/us:

AND

The Customer/you:

Fenwick Limited, whose registered office is at Elswick Court, 39 Northumberland Street, Newcastle-Upon-Tyne, NE99 1AR

TITLE

FIRST NAME

MIDDLE INITIAL

SURNAME

CURRENT ADDRESS

NO./STREET NAME

VILLAGE/DISTRICT

TOWN OR CITY

COUNTY

POSTCODE

KEY FINANCIAL INFORMATION
Credit Limit: We will determine the Credit Limit from time to time under this agreement and notify you of it.

Timing and amounts of repayments: A statement will be sent to you at the end of each month showing transactions during the month, the balance outstanding and the minimum amount payable by the end of the next month. Each month you must make a minimum payment to us of 10% of the balance outstanding on your account at the end of the preceding month or £10 (whichever is the greater). If the balance outstanding is less than £10 then the minimum payment which you must pay is the full outstanding balance. The minimum payment each month will be shown on your monthly statement which we send to you. You may pay more than the minimum payment. In any event, the minimum payment must be made by the date indicated on your monthly account statement.

In addition to the minimum payment referred to above we may require the outstanding balance to be repaid at any time upon request from us (subject to any notice required by law), for example under clause 6 of the Account Terms which form part of this agreement.

The Company has the right to vary the terms of this agreement (including the terms on how repayments are to be made) under clause 10 of the Account Terms. **APR : 24.9% (variable):**

OTHER FINANCIAL INFORMATION

Total charge for credit: £10.50

The total charge for credit consists of interest on the credit to be provided under

this agreement. Please refer to clause 5 of the Account Terms as to the assumptions made in calculating the total charge for credit under this agreement. The initial rate of interest applicable to this agreement is 22.44% per annum. The rate of interest under this agreement is variable.

Interest is charged at the end of each month, by applying the applicable rate of interest per annum to any part of the account balance remaining unpaid from a previous month and then dividing the product of that application by twelve (to provide a monthly rate of charge). The interest charge calculated is added to the total balance outstanding as at the end of the relevant month, which will be set out in your monthly account statement.

In calculating the APR no account has been taken of any variation which may occur under this agreement of the applicable rate of interest. We may vary the interest rate and the APR from time to time at our discretion by giving you 28 days' notice in writing.

KEY INFORMATION

Cancellation rights: You have a right to cancel this agreement in accordance with clause 2 of the Account Terms.

You have no right to cancel this agreement under the Consumer Credit Act 1974, the Timeshare Act 1992 or (except where this agreement is made without any face to face contact between you and the Company) the Financial Services (Distance Marketing) Regulations 2004.

MISSING PAYMENTS
Missing payments could have severe consequences and make obtaining credit more difficult.

IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the Company cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights. You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

THEFT, LOSS OR MISUSE OF ACCOUNT CARD

If your account card is lost, stolen or misused by someone without your permission, you may have to pay up to £50 of any loss to the Company. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the Company for losses which take place after you have told the Company about the theft, etc. The above statement is subject to the provisions of clause 3 of the Account Terms.

This is a Credit Agreement regulated by the Consumer Credit Act 1974. Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer(s)

Date(s) of signature(s)

YOUR RIGHT TO CANCEL

Once you have signed this agreement, you will have a short time in which you can cancel it. The Company will send you exact details of how and when you can do this.

Signature

on behalf of the Company

Date of signature



Bentalls

