

# Oxendales

**Oxendale & Co. Limited Credit Agreement and High-Cost Credit Agreement**  
**Regulated by the Consumer Credit Act, 1995 (as amended)**

**WARNING: THIS IS HIGH-COST CREDIT**

**Oxendale & Co. Limited is the provider of high-cost credit. Consider alternative options before applying for this credit, including alternatives from other lenders regulated by the Central Bank of Ireland.**

We, Oxendale & Co. Limited, of Unit 2.2, Woodford Business Park, Santry, Dublin 17, D17 W995, trading as Oxendales, Simply Be & Jacamo agree to provide you, the customer, a running credit account for purchase of any goods, devices and digital products offered on our websites and in our advertisements.

Our account is suitable for our customers who want to spread the cost of their purchases instead of paying in full when they buy them.

### **How Your Account Works**

Our most popular payment method is with Oxendales Pay . Every 28 days we will send you a statement. The terms applying to the credit we provide are detailed below

### **Some key information shown on your statement:**

- Minimum payment and due date
- Payments & refunds
- Orders & Returns
- Current Balance
- Credit limit & available spend
- Interest & Charges
- How to pay

**Credit Agreement Terms** This agreement provides an open-ended credit account on the terms set out below. It has no fixed duration and will continue until ended by you or us in accordance with these terms.

- 1. Credit Limit** You will be notified of the initial credit limit on your account. If you ask us to provide additional credit for purchases more than your current credit limit, we will consider your request and if we approve it, we may increase your credit limit. We will then notify you of your new credit limit. We may decrease your credit limit from time to time in our discretion to reflect factors such as changes in your personal status, shopping requirements or other characteristics. If we do so, we will notify you.

You may charge as many purchases as you like to your account up to your current credit limit. You must not exceed your credit limit. This agreement is open-end and will continue until it is terminated by you or the firm.

- 2. The annual percentage rate (APR)** for this agreement is variable and is currently 46.9%.

If you buy goods and services using your account and pay for them in full before the due date shown on the first statement we send to you, after the transaction has been added to your account, we will not charge interest on those items. If you choose not to pay in full before

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the due date, we will charge interest from the date we added the goods to your account. We will then calculate interest for each 28-day period on the opening balance of your statement. This means that when we calculate interest, we ignore any payments we receive during that 28 day period. If you buy and return an item and both transactions appear on the same statement, we will not charge interest on that purchase.

We may from time to time make available promotional interest rates. If we do, we will notify you of the applicable promotional rate and the period during which the promotional rate will apply. Your existing balance and/or purchases and transactions made during this period (the "Promotional Balance") will be charged at the promotional rate of interest.

We will tell you about any special terms and conditions which will apply to the promotional rate. We will apply the standard rates of interest to any Introductory Balance or Promotional Balance before the end of the introductory or promotional period if you do not make at least your Minimum Payment (as defined below) by the payment due date shown in your statement at any time during the introductory or promotional period. At the end of the introductory or promotional period, the Introductory Balance or Promotional Balance will be treated as a standard account balance and the standard rates of interest will apply to it.

We compound the interest (which means we charge interest on interest) and add it to the balance on your statement due date.

We may vary the interest rate (or other parts of this agreement) giving you at least 30 days' written notice.

Representative Example: You are given a credit limit of €350 and then use your new account to buy a single item for €100 which you repay in full over 52 weeks, the total amount repayable will be €122.42

- 3. Minimum Payment** - We will send you a statement every 28 days showing the minimum payment due and the payment due date. You must make at least the minimum payment by the due date unless no payment is due.

Your minimum payment will be 8% of the total cash price of goods and services you order using your account or €5.00 whichever is the greater, plus any outstanding arrears (the "**Minimum Payment**"). Whenever you buy more goods or services, return goods to us or cancel any services we re-calculate your Minimum Payment which will be 8% of the balance outstanding on your account. You must tell us immediately if anything on your statement is incorrect. You may pay more than the Minimum Payment if you wish to do so.

- 4. Warning - missing payments** Missing or making late or incomplete payments could have severe consequences and may make it more difficult and expensive for you to obtain credit in the future. If you miss, make late or incomplete payments we will contact you to resolve this.

If you fail to pay at least the Minimum Payment by the due date on your statement:

- a. you will pay more overall;

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- b. we may withdraw any promotional or introductory rates and resume charging at the standard rate;
- c. we may report your breach to the central credit register which could make getting credit more difficult in the future;
- d. we may require that you pay the whole amount you owe;
- e. we may end this agreement;
- f. your account may be passed to a debt collection agency and may result in legal action being taken

Our legal rights under this agreement will not be affected should we allow you more time to make a payment or if we waive any of our other rights.

- 5. Withdrawing from the agreement** You have the right to withdraw from this agreement under the European Communities (Consumer Credit Agreements) Regulations 2010. This right to withdraw ends on the expiry of fourteen days beginning with the later of the day on which: (i) this agreement is made or (ii) a copy of the agreement and of the pre-contract information has been received by you.

To withdraw, you must notify us that you intend to do so within the withdrawal period. You can do this by telephoning us on 1800 818890, via email to [FinancialServices@oxendales.ie](mailto:FinancialServices@oxendales.ie) or by posting notice of your withdrawal to; Oxendale & Co Limited, Woodford Business Park, Unit 2.2, Santry, Dublin, D17 W995. If you withdraw after you have been provided with credit under this agreement you must repay the credit to us in full, together with all accrued interest as soon as soon as practicable after withdrawal and in any event within 30 days of you giving us notice of withdrawal.

If you do not withdraw you will be bound by this agreement.

**6. Terminating the agreement**

This is an open-end credit agreement with no fixed duration. You may terminate this agreement by giving at least one month's written notice to us. In addition to our right to close your account under Clause 7, we may terminate this agreement on not less than two months' notice to you. If you terminate the agreement, you must immediately pay the full outstanding balance to us, subject to any rebate to which you may be entitled under applicable legislation. If we terminate the agreement, you will not be able to obtain further credit under this agreement and must repay the full outstanding balance to us on demand.

**7. Suspending your credit**

- a. We may terminate, restrict or suspend your right to further credit under this agreement if:
  - we are told or reasonably suspect that you have used your account for illegal or fraudulent purposes or in an unauthorised manner;
  - we believe there is a significant increase in the risk of you not being able to afford to repay us;
  - we are required to do so because of any legal or regulatory requirements or we reasonably believe it is necessary to prevent fraud or unauthorised access.

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- b. We will give notice of such termination as required by law. Interest will continue to be charged until full payment has been made and we reserve the right to charge interest both before as well as after any judgement against you.

- 8. Difficulty paying** If, at any time, you have problems keeping up with your repayments or you are worried that you might have a problem keeping up with your repayments then you can contact us on 1800 818890 or email us at [FinancialServices@oxendales.ie](mailto:FinancialServices@oxendales.ie) and we will help you work out a payment plan to suit your situation.

Additionally, the Money Advice & Budgeting Services (MABS) is a national free, confidential and independent credit counselling service. Their number is 0818 07 2000 and their website is [www.mabs.ie](http://www.mabs.ie).

If you fail to make the Minimum Payment by the due date on your statement, we will notify you and may attempt to contact you to resolve this. You will continue to be charged interest on your outstanding balance at the contractual rate as explained in the interest section.

- 9. How we use your payments** We apply the payments we receive in the following order:
- a. Payment of all interest charged on the purchase price of any goods and services and any other credit charges shown on the latest and any previous statement
  - b. Payment of the purchase price of all goods and services shown on the latest and any previous statement

- 10. Debiting your card; continuous payment authority** If you arrange for payments to be made by setting up a continuous payment authority, this will be considered to be a continuous payment authority. You authorise us to take payments due (which may include administration fees) from you by debiting the card you provided at the time, which will allow us to draw the agreed payments directly from your bank account. This will work up to the date of any other payment arrangement you and we agree or until you cancel the arrangement (which you can do by contacting us). The amounts we will take in this way will be the Minimum Payment due from you, or the amounts we agree with you at the time if you are making reduced or alternative payments to pay off any arrears. We will let you know if we cannot take any agreed payment in this way. If your card issuer refuses payment, we will not request any further payments until we have spoken to you. We will never insist that you set up a continuous payment authority as a condition of us accepting lower or rescheduled repayments. We offer you a continuous payment authority as a payment choice. We will cancel the authority on your request.

- 11. Our right to vary the agreement** We may vary the borrowing rate for any of the reasons described below and we will notify you of the variation, but we will not increase it above a maximum of 46.9% APR. If we increase the borrowing rate and you do not wish to accept the new rate, you may pay off your existing balance at the old rate over a reasonable period.

In addition to our rights to vary the credit limit and borrowing rate described above, we reserve the right to vary this agreement at any time to reflect changes in relevant laws, changes in our systems capabilities, changes in market conditions affecting our business and new developments in the marketplace. Where the change is material or is to a fundamental term of this agreement, we will give you 30 days prior written notice of the change. You will

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have the opportunity to terminate this agreement under clause 6 if you are unhappy with the variation.

If we do not hear from you before the change comes into effect, we will take that to mean you have accepted the change.

- 12. Communication** We may communicate with you by telephone, postal or electronic mail using the contact details you have provided in this agreement or which you otherwise provide. If you change any of the contact details that you have provided you must let us have the updated contact details as soon as practicable. You agree, unless you contact us and tell us otherwise, that we may send documents to you electronically.
- 13. Address for notices** Any letter, notice or statements given to you in person or left at, or sent to, your address (including email address), or your last known address will be deemed validly served.
- 14. Transfer of the agreement** We may transfer our rights and/or responsibilities under this agreement to another person or company and by entering into this agreement you provide your consent to such a transfer. In the event that we do so you have the right to plead any defence against that person or company that you would plead against us, including set-off. If we transfer our rights and/or responsibilities and we cease to service this agreement you will be notified of the transfer as soon as practicable after the transfer and in any event within 35 days of it taking place.
- 15. Authorisation** We may debit your account on each occasion upon which you provide us with authority to do so, including verbally.
- 16. Governing Law** This agreement is governed by the laws of Ireland, which we also take as applying prior to the making of this agreement.
- 17. Complaints** We aim to provide a friendly and efficient service to our customers', and it is our policy to ensure that your concerns are dealt with fairly and promptly. If you have any reason to complain you may do so by contacting us directly on 1800 818890, via email to [FinancialServices@oxendales.ie](mailto:FinancialServices@oxendales.ie) or by writing to; Oxendale & Co Limited, Woodford Business Park, Unit 2.2, Santry, Dublin, D17 W995  
  
If following our resolution of a complaint, you remain unsatisfied, you retain the right to appeal our decision to the Financial Services & Pensions Ombudsman (FSPO), Lincoln House, Lincoln Pl, Dublin 2, D02 VH29. [www.fspo.ie](http://www.fspo.ie). Helpline: 01 567 7000
- 18. Unenforceability** If any term of this agreement is unenforceable for any reason, it shall not affect the enforceability of any other term of this agreement.
- 19. Definitions** References in this agreement to 'you' and 'your' are to the Customer named above and will include anyone to whom your rights or obligations pass under law. References to 'us' and 'we' are to Oxendale & Co. Limited and include any other party to whom our rights and/or liabilities under this agreement may be transferred.

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**20. Disclosure of information** By entering into this agreement you authorise us to disclose any related information to the Central Credit Register and to any credit reference agency.

**21. Data Protection & Marketing** Our Privacy Policy is available on our website. We will always comply with data protection laws when contacting you for marketing purposes. If at any time you no longer wish us to contact you for marketing purposes, you may opt out of such by writing to us at the address given in clause 5, by telephone on 01 8300 600 or changing your preferences via My Account.

**22. About us** Oxendale & Co. Limited trading as Oxendales, Jacamo & Simply Be is regulated by the Central Bank of Ireland. The address of the Central Bank of Ireland is New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3 Ireland. Oxendale & Co. Limited is a limited liability company. Directors: P Sweeney (British), D. Joy (British), J. Boshell. Registered in Ireland No. 263438. Registered Office: Woodford Business Park, Santry, Dublin 17. WEEE Reg. no. 00460WB.

Our websites are [www.oxendales.ie](http://www.oxendales.ie) and [www.simplybe.ie](http://www.simplybe.ie)

To view Oxendale & Co. Limited Money Lending Licence as issued by the Central Bank of Ireland please [click here](#)

Signature on behalf of Oxendale & Co. Limited:



Joe Boshell, Director