

Oxendale & Co Limited. Personal Credit Account

CREDIT ACCOUNT TERMS AND CONDITIONS

1. Introduction

1.1. Please read the Agreement carefully.

1.2. The Facility is only available to individuals aged 18 years or older who are permanent residents of Ireland and for personal (and not business, trade or professional) purposes.

1.3. To enter into the Agreement you must:
(a) satisfy our eligibility requirements;
(b) complete our on-line application process;
(c) provide the documents and information we (or our agents) may request.

1.4. You become legally bound by the Agreement when you complete our on-line application process.

2. Definitions and interpretation

2.1. The following expressions have the following meanings in the Agreement:

Agreement means the agreement between you and us comprising of the:

- (a) Credit Agreement; and
- (b) Standard European Consumer Credit Information (SECCI)
- (c) Terms and Conditions.

Account Opening Date is the date the Agreement becomes effective, namely the date you are approved for credit and have agreed to these terms and conditions.

APR means (as at the Start Date) the "APR" specified in Credit Agreement. The APR is calculated based on the Standard Variable Rate. The APR will go up or down in accordance with variations in the Standard Variable Rate.

Balance is the total amount due to be paid on your account (including interest)

Business Day means a day (other than a Saturday or Sunday or a public holiday in Ireland) on which our offices in Dublin and banks in Dublin are open for business.

CBI means the Central Bank of Ireland (or any successor or replacement body)

CCA Regulations means the European Communities (Consumer Credit Agreements) Regulations 2010 as amended or replaced.

Default occurs if you:

- (a) fail to pay on time any amount due under the Agreement;
- (b) break any of the other term or condition of the Agreement or any other agreement with us;
- (c) give us any false or misleading information;
- (d) commit an act of bankruptcy or be declared bankrupt or enter into a personal insolvency arrangement, a debt settlement arrangement or a debt relief notice process or make or seek an arrangement with your creditors;
- (e) allow any person other than yourself to use any of your passwords, signing codes or log-in details on any of our apps or websites.

Facility means the "Personal Credit Account" which is being made available to you on the terms and conditions of the Agreement.

Interest Free Period means (if any) the "Interest Free Period". For clarity, the Interest Free Period is the period during which we will not charge interest in respect of the Facility for the period specified.

Minimum Payment means the minimum amount due each statement cycle based of previous months purchases/balance

My Account is the section of our website which allows customers to view and edit details on their account.

Offer means (if any) the:

- (a) Interest Free Period;
- (b) Standard Variable Rate.

Payment means all payments paid / payable by you to us under the Agreement

Payment Method means the method by which you will make Payments. The Payment Method is as chosen by you from the options available when you accept the Agreement.

Privacy Policy means our "Privacy Policy" available <https://www.oxendales.ie/shop/policies/>.

Standard Variable Rate means the "Standard Variable Rate" specified in the Credit Agreement. For clarity, the Standard Variable Rate is the variable rate of interest that is applicable to the Facility (as at the Start Date) for balance on your account each 28 day period.

Statement Period is 28 days. This means you will receive a statement each 28 days outlining your overall balance as well as minimum payment due.

VAT means any:

- (a) tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of valued added tax (EC Directive 2006/112); and
- (b) other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere.

we or **us** means Oxendale & Co Limited. Trading as Oxendales, Simpily Be and Jacamo and includes its successors assigns and transferees. Any other grammatical form of the word 'we' has a corresponding meaning.

Withdraw has the meaning given in clause 8.1 (Right of Withdrawal).

you means the customer named in Credit Agreement and your and any other grammatical form of the word 'you' has a corresponding meaning.

2.2. Unless otherwise required by the context, a singular word includes the plural and vice versa and reference to any gender includes all genders and a reference to any:

- (a) party includes that party's successors, personal representatives and permitted assigns;
- (b) provision of law is a reference to that provision as amended or re-enacted; and
- (c) document is to that document as varied or replaced (provided, where required, we have consented to such variation or replacement).

3. The Facility

3.1. We agree to make the Facility available to you on the terms and conditions of the Agreement, under which we will supply goods to you on a credit basis.

3.2. You are obliged to repay the amount together with any interest (if applicable), Fees and other amounts as specified in the Agreement.

4. Purpose of the Facility

The Facility may only be used to pay for the Products. The Products must only be for your personal use and may not be used for your business, trade or profession.

5. Amount of the Facility

The amount of the Facility is outlined in your credit agreement.

6. Things that must have to be done before you may take up the Facility

You may not utilise the Facility until:

- (a) you have completed the on-line application process through our website or mobile app;
- (b) we have approved you for the Facility;
- (c) you have agreed to be bound by the Agreement by completing our on-line acceptance procedure;
- (d) you have provided us with Identification and Proof of address;

7. Payment

7.1. You must pay us the Payments in accordance with the Terms and Conditions.

7.2. All Payments will be made by your debit card or credit card. Where you have chosen the option to pay by debit or credit card, you authorise us to debit your debit card or credit card with the Payments.

7.3. If you exercise your right to make an additional Payment above your Minimum Payment, the amount of any remaining Payments will reduce to take account of the additional Payment.

7.4. A Minimum Payment due on a day which is not a Business Day is payable on the next Business Day.

7.5. Any partial payment of a Minimum Payment will be applied in the following order:

- (a) in reduction of the interest accrued (if applicable); and
- (b) in reduction of the principal.

7.6. Each 28 day period we will provide you with a statement of account including the next Minimum payment due and the date the payment is due.

WARNING: If you do not meet the repayments, your account will go into arrears. This may affect your credit rating, which may limit your ability to access credit in the future.

8. Right to Withdraw

8.1. You may withdraw from the Agreement within fourteen (14) days of the Account Opening Date.

8.2. To Withdraw you should contact us through the My Account Section or by calling us directly before the end of that fourteen (14) day period indicating your desire to Withdraw.

8.3. If you exercise the right to Withdraw you must, fully bring your account up to date, including any interest accrued and/return all products purchased.

8.4. If you do not exercise the right to Withdraw you will continue to have the right to repay the Account early as outlined in clause 9 (Right to repay the Balance early).

9. Right to repay the Balance early

9.1. Notwithstanding clause 7 (Payment), you may at any time make payments which are in addition to the Minimum Payments. This includes paying off the Balance in full at any time.

9.2. You may make the Additional Payments through the My Account Section or by calling us directly.

9.3. You may repay the Balance in full at any time by paying all:
(a) principal amounts remaining outstanding under the Facility;
(b) interest accrued until and including the day of repayment; and
(c) Fees incurred but unpaid under the Facility.

10. Standard Variable Rate

10.1. Subject to clause 12 (Interest Free Period), the rate of interest applicable to the Facility is the Standard Variable Rate. We may vary the Standard Variable Rate at any time at our sole discretion.

10.2. If we vary the Standard Variable Rate:
(a) we will give you notice of the variation by a notice in accordance with clause 30 (Notices) by advertising in one or more newspapers circulating in Ireland, through the My Account Section or on our website;
(b) the variation will take effect from date specified in the notice; and

10.3. Interest at the Standard Variable Rate is calculated on the outstanding balance of the Facility on a day-to-day basis and is charged on each Statement period.

11. APR

11.1. The APR is calculated based on the Standard Variable Rate. The APR will go up or down in accordance with variations in the Standard Variable Rate. The APR may also change if we change our charging cycle.

11.2. The fees and charges payable under the Agreement which are not included in the calculation of the APR are:

- (a) Fees; and
- (b) costs and expenses arising under clause 21 (Enforcement and preservation expenses).

WARNING: We may change the interest rate on the Facility. This means the cost of your Minimum Payments may increase or decrease.

12. Interest Free Period

12.1. If an Interest Free Period applies (as specified in the Credit Agreement), then there will be an Interest Free Period for the nominated duration.

12.2. During the Interest Free Period no interest will be charged on purchases made during the duration of the Interest Free Period. You will still be required to make the Minimum Payment during Interest Free Period.

13. Changes to the Agreement

13.1. We may change any part of the Agreement at any time. We may do this for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including by adding benefits or new features);
- (e) to respond proportionately to changes in the cost of providing credit (including by changing interest rates for the Standard Variable Rate); or
- (f) to make the Agreement clearer.

13.2. We will notify you in advance of any change which is to your disadvantage and any such change will be effective and binding not less than thirty (30) days after such notification.

13.3. A change in accordance with this clause 23 (Changes to the Agreement) will not affect your existing obligations which arise or arose prior to the expiry of the notice period. The change will only apply and become effective to obligations arising after the expiry of the notice period.

13.4. This notice may also be given to you by an advertisement in one or more national newspapers in Ireland.

14. Things you must not do – Default

You must not Default.

15. Action on a Default

15.1. If a Default occurs, and we have not already done so, we will have no obligation to make the Facility available to you.

15.2. If a Default occurs and we have already made the Facility available to you, we will (where the Default is capable of remedy) give you written notice requiring you to remedy the default within a period of twenty-one (21) days. If you fail to remedy the Default within the period specified in the notice or the Default is incapable of remedy, all principal amounts, all accrued but unpaid interest (if applicable) and any other amount outstanding under the Facility will become immediately due and payable on written demand by us to you.

15.3. You will be deemed to have failed to remedy the Default specified in such a notice if, at the end of the time allowed by the notice, you have remedied that Default but have committed another of the same type.

16. Payments must be in full

All payments due from you to us must be made in full in accordance with the Agreement without any set-off, deduction or counterclaim.

17. Security

We do not require any security for the Facility.

18. Statement of Account

24.1. You may access at any time a statement setting out the transactions on your Account through the My Account Section. The statement of account may be exported or printed by you.

24.2. We will provide a statement each 28-day period either by letter or by email outlining the total balance owed and your next minimum payment due including when this payment falls due.

19. Errors and complaints

19.1. We seek to resolve any errors speedily and you should inform us of any errors which occur in relation to the Agreement as soon as possible.

19.2. 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.

19.3 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

20. Change of circumstances and address

You must immediately inform us of any change in your circumstances, including when:

- (a) your contact details change (including your postal, residential or email address);
- (b) you have changed your name;
- (c) you appoint a person to act on your behalf under a power of attorney;
- (d) you have been declared bankrupt or have or enter into a personal insolvency arrangement, a debt settlement arrangement or a debt relief notice process or make or seek an arrangement with your creditors; or
- (f) there is any information that we should be aware of about your ability to comply with this Agreement. We will not be responsible for any errors or losses associated with a change in your circumstances if we do not receive adequate notice of the change.

21. Authority to complete and amend errors

You authorise us to complete any blanks or correct any errors in the Agreement that are clearly incorrect and the amendment of which would not have a detrimental effect on your liabilities or materially affect your obligations under the Agreement.

22. Data Protection

22.1. We are committed to complying with applicable data protection laws when collecting, using and disclosing your personal data (being information that directly or indirectly identifies and relates to you, as defined in those laws). This will include, for example, the details you provide in your application for the Facility as well as financial details such as your credit history.

22.2. The Privacy Policy sets out our respective rights and obligations in relation to the processing by us of personal data about you.

22.3. You agree that you have reviewed our Privacy Policy and you will not do anything (or omit to do anything) which would put us in breach of data protection laws.

22.4. We may amend our Privacy Policy from time to time. Where we make material amendments we will provide you with appropriate notice.

23. Notices

23.1. To the extent permitted by law, any notice or document given by us under the Agreement or required by law or industry code or guideline may be given in writing, can be signed by any of our officers or employees, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us, or published on the My Account Section.

23.2. Any such notice or document will be deemed to have been received by you if delivered by post at noon on the second Business Day following the effective date of posting or, if delivered personally, when delivered or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address. In proving service by post it will be sufficient to show that the notice or communication was properly addressed and posted, notwithstanding that it was in fact not delivered or was returned undelivered.

24. Assignment

24.1. The Agreement cannot be assigned by you without our prior written consent.

24.2. We may deal with, assign or transfer (whether absolutely or by way of security) to any

person, company or other entity all or any of our rights, interests and/or obligations under the Agreement. This will not affect your rights or obligations under the Agreement.

24.3. Any reference to us in the Agreement includes our successors, assigns and transferees who may, to the extent of their interest, proceed upon and enforce the Agreement and exercise all of our rights powers and discretions (including, without limitation, the discretion to vary interest rates if applicable).

24.4. We may also disclose on a continuous basis any information or documents relating to you or the Facility to:

- (a) any credit reference agency including the Central Credit Register;
- (b) our officers, employees, service providers and professional advisors;
- (c) any of our related entities;
- (d) any regulatory authority;
- (e) any person, company or other entity who is or may be involved in a dealing, assignment or transfer referred to in clause 24 (Assignment);

25. Warranties

You agree that all statements made and documents provided in connection with the application to us for the Facility and all representations which you have made or may make to us whilst the Agreement is in force are true and correct. You acknowledge that we have relied upon the correctness of those statements, documents or representations in entering into the Agreement and will continue to do so in our dealings with you.

26. Our rights

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

27. Evidence

27.1. You also agree that any statement (including, but not limited to, a statement of account, or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement

and that, unless contrary evidence is established, it is conclusive evidence.

37. Contacting you

You agree that our employees and authorised agents may contact you by any means, including by SMS, email, telephone or any other place at any time for any purposes connected with the Agreement.

38. Governing law and jurisdiction

The Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the Laws of Ireland and you agree, without prejudice to our right to take proceedings before any other courts having jurisdiction, that the courts of Ireland will have jurisdiction to settle any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or any noncontractual obligation arising out of in connection with the Agreement).

39. About us

Oxendale & Co. Limited trading as Oxendales, Jacamo & Simply Be is regulated by the Central Bank of Ireland.

Oxendale & Co. Limited is a limited liability company. Directors: P. Sweeney (British), J. Boshell, D. Joy (British)

Registered in Ireland No. 263438. Registered Office: Woodford Business Park, Santry, Dublin 17. WEEE Reg. no. 00460WB.

Our website is www.oxendales.ie and www.simplybe.ie