

Notice of Variation

We are making some changes that apply to your Credit Account Agreement. Please read this leaflet carefully and keep it for future reference as it contains changes to some of your terms and conditions and to the interest rate that applies to purchases over periods longer than 20 weeks. For interest bearing Extended Plans and Repayment Plans the interest rate of 36.9% per annum will increase to 39.9% per annum.

With effect from 17th July 2014, clause 2 of Other Financial Information, Key Information section and clauses 1, 2, 6, 21 and 22 of Further Terms and Conditions of your Credit Account Agreement will be replaced by the correspondingly numbered clauses and section in the terms and conditions. Below is a complete set of your Credit Account Agreement terms and conditions after the above changes have taken effect.

Credit Account Agreement Terms and Conditions

KEY FINANCIAL INFORMATION

1. Credit Limit – We will periodically set the credit limit and notify you of it.
2. Repayments – You will be sent a statement every 28 days. The minimum payment due date will be shown on your statement and will be 20 days after the date of your statement.
3. Unless we notify you to the contrary, the cost of all goods purchased using the account may be repaid over 20 weeks. In addition, the option of repaying over longer periods on Extended Plans (as described in clause 2 of Other Financial Information) or Repayment Plans (as described in clause 3 of the Further Terms and Conditions) will apply to selected goods or transactions as notified to you from time to time.
4. The minimum payment due for each 4 week statement period will be shown on each statement. This minimum payment will be the total of all the individual payments over 20 weeks and the individual payments applicable to all purchases or transactions on Extended Plans or Repayment Plans (calculated as described at 5 below), plus any service charges (such as payment service charges, insurance premiums, Repayment Plan charges, terms transfer charges and any administration or default charges described below) charged to your account in that statement period.
5. The minimum payment due for all purchases over 20 weeks, Extended Plans and Repayment Plans will be the total amount payable (including interest) under the relevant plan divided by the number of 4 week periods in the plan (e.g. divided by 5 for a 20 week purchase or 13 for a 52 week plan).
6. If you wish you may pay weekly. If you do so the total payments made by you in each 4 week period, ending on the date on which the minimum payment shown on your statement is due, must at least equal that minimum payment.
7. For certain items we may ask you to make an additional payment to your account in relation to that item. This additional payment will not increase the price of the purchase. If this requirement applies we will determine and notify you of the amount and timing of the payment when you order the item.
8. APR 0%

OTHER FINANCIAL INFORMATION

1. Total charge for credit £0. This is based on the 20 week drawdown.
2. Interest Rates: In addition to drawing down to purchase items over 20 weeks at the standard rate of 0% we will from time to time offer different ways to drawdown to allow purchases or transactions to be repaid on Extended Plans or Repayment Plans over longer periods at different rates of interest. Extended Plans may be available for the purchase of goods (including Buy Now Pay Later (BNPL) purchases as described in clause 1 of the Further Terms and Conditions) and transfer of terms transactions (as described in clause 2 of the Further Terms and Conditions). These Extended Plan or Repayment Plan periods may range from 24 weeks to 364 weeks, depending on the items purchased or type of transaction. We will advertise the length of the Extended Plan or Repayment Plan offered for specific purchases or transactions. The interest rates applicable to you to drawdowns on these Extended Plans or Repayment Plans will be notified to you, depending on your chosen plan and item purchased or transaction and currently are:-
 - On plans ranging from 24 weeks to 256 weeks 0% per annum or 39.9% per annum as advertised.
 - On plans ranging from 260 weeks to 364 weeks 0% per annum, 19.9% per annum or 39.9% per annum as advertised.Rates quoted are on an annual percentage rate basis.
We may vary any one or more of these interest rates by giving at least 30 days notice under clause 14 (below) under Further Terms and Conditions.
We may introduce additional promotions on Extended Plans or Repayment Plans and will advertise the available interest rates and periods, and the items or transactions to which they apply, in such a way as we consider appropriate. When an Extended Plan or Repayment Plan is interest bearing (including transfer of terms, but excluding BNPL Transactions) the total amount of interest payable under that plan will be charged to the account in full on the date the purchase or transaction is charged.
3. Allocation of payments: Any payments made under this agreement will be applied in the following order. We may change this order for specific promotions and if we do so we will tell you when we give you details of the promotion:
All payments will be applied firstly in the following order:
 1. Any Payment Protection Insurance premiums and then other insurance premiums (including, first, any arrears).
 2. Any default charges and then any other charges (including, first, any arrears).
 3. Any other arrears or overdue sums on the account.If you have paid less than the minimum payment, we will then;
 4. Repay the amount due for items on 20 week purchases, and if there is more than one item, we will apply to the oldest item first;
 5. Repay the amount due on the shortest of your Extended Plans. If you have more than one plan on the same duration, we will apply payments to the plan with the lowest interest rate first, and if there is more than one plan of equal duration and equal interest rate, we will apply payment to the oldest plan first;
 6. Repay the amount due on the shortest of your Repayment Plans (excluding Repayment Plans on a payment break). If you have more than one plan of the same duration, we will apply payments to the plan with the lowest interest rate first, and if there is more than one plan of equal duration and equal interest rate, we will apply payment to the oldest plan first; orIf you have paid exactly the minimum payment, we will then;
 4. Repay the part of the total minimum due in respect of 20 week purchases and the part of the total payment due in respect of Extended Plans and Repayment Plans pro rata; orIf you have paid more than the minimum payment, we will then;

4. Repay the part of the total minimum due in respect of 20 week purchases and the part of the total payment due in respect of Extended Plans and Repayment Plans pro rata;
5. Repay items on 20 week purchases, and if there is more than one item, we will apply to the oldest item first;
6. Repay the shortest of your Extended Plans. If you have more than one plan of the same duration, we will apply payments to the plan with the highest interest rate first, and if there is more than one plan of equal duration and equal interest rate, we will apply payment to the oldest plan first;
7. Repay the shortest of your Repayment Plans (excluding Repayment Plans on a payment break). If you have more than one plan of the same duration, we will apply payments to the plan with the highest interest rate first, and if there is more than one plan of equal duration and equal interest rate, we will apply payment to the oldest plan first;
8. If you make a payment that is more than the balance for all items (including new purchases) which require payment on the account, and also have a Repayment Plan or Buy Now Pay Later (BNPL) items which are not yet due for payment, we will apply the excess payment towards that Repayment Plan or BNPL item (starting with the item which will next become due and if you have more than one item on the same due date we will repay the shortest of your Repayment Plans or BNPL items. If you have more than one plan of the same duration, we will apply payments to the plan with the highest interest rate first, and if there is more than one of equal duration and equal interest rate, we will apply payment to the oldest plan first). If you have both Repayment Plan and BNPL items, we will apply payment towards Repayment Plan items before BNPL items.

If you have more than one agreement with us, then unless you notify us to the contrary, we may appropriate any payments received from you to sums due under this agreement or under any other agreement you have with us as we decide.

KEY INFORMATION

Administration charges are payable by you in respect of the following matters:

- Terms Transfer (clause 2 of Further Terms and Conditions) – We will charge the equivalent to the first 4 weekly payment due on the new plan.
- Repayment Plan set up and reversal (clause 3 of Further Terms and Conditions) – We will charge up to £12
- If you make a payment via Paypoint or the Post Office – £1
- If you make payment by cheque – 25p
- You fail to make at least the minimum payment by the payment due date - £12
- For any letters, telephone calls or other (other than home visits) debt collection activity we undertake - £12
- Any cheque, direct debit or other item for payment into your account that is unpaid or dishonoured - £15
- Any court fees & costs incurred by us in pursuit of arrears.

We reserve the right to vary these (or introduce new charges) at any time in accordance with clause 14 below under Further Terms and Conditions.

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, we cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

- 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement.
- 2) If you received unsatisfactory goods or services paid for under this agreement you may have a right to sue the supplier, us or both.
- 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue us.
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.

FURTHER TERMS AND CONDITIONS

1. Buy Now Pay Later (BNPL) Transactions: Selected purchases may be available on one of the following BNPL offers as published from time to time:
 - 1.1 No interest during the deferred payment period: The BNPL Transaction (cash balance plus interest for the repayment period only) will be due for payment on the first statement for which the payment due date occurs after the end of the deferred payment period. Once the deferred payment period has expired the BNPL Transaction will become liable for interest and payment. Interest will be calculated at the interest rate applicable to the specific BNPL promotion for the duration of the repayment period applicable Extended Plan, but not for the deferred period prior to the commencement of the repayment period of the applicable Extended Plan.
 - 1.2 Interest accruing during the deferred payment period: The BNPL Transaction (cash balance plus interest for the deferred and repayment periods) will be due for payment on the first statement for which the payment due date occurs after the end of the deferred payment period. Once the deferred period has expired the BNPL Transaction will become liable for interest and payment. Interest will be calculated at the interest rate applicable to the specific BNPL promotion from the date of order and will therefore be charged for the duration of the deferred payment period plus the repayment period applicable to the Extended Plan.

BNPL Transactions will be charged to the account in full (cash balance plus interest) on the date of order. For all BNPL Transactions, if you pay the cash price of your BNPL Transaction before the expiry of the deferred payment period you will not be required to pay any interest on the BNPL Transaction. The total amount (including interest) owing under a BNPL Transaction will be deducted from your credit limit when we calculate the amount you have left to spend.
2. We may from time to time allow you or offer you the option to transfer purchases between 20 weeks, Extended Plans, BNPL and promotional offers. A charge may be payable for a transfer, in accordance with Key Information.
3. Repayment Plan: We may from time to time allow you or offer you the option to refinance the outstanding balance of specific purchases and transactions on your account on one of the following Repayment Plans. A charge may be payable in accordance with Key Information.
 - 3.1 Repayment Plan with no payment break: The amount being refinanced under the Repayment Plan plus interest for the period of the Repayment Plan will be repaid over the agreed number of weeks, commencing from the next statement.

3.2 Repayment Plan with payment break: The agreed payment break will commence from the date of the next statement, and after the end of the payment break the amount being refinanced under the Repayment Plan plus interest for the period of the Repayment Plan (including the payment break) will be repaid over the agreed number of weeks.

For all Repayment Plans the total amount (including interest) owing will be deducted from your credit limit when we calculate the amount you have left to spend.

4. The credit under this agreement is to be used by you to purchase goods/services from retailers, outlets and brands agreed by us from time to time. We may debit your account on each occasion upon which you provide us with authority to do so, including verbal authority.
5. You have the right to pay the balance of this credit agreement in full or in part under Section 94 of the Consumer Credit Act 1974. If you wish to do this you must give notice to us before payment is made by contacting us on; telephone number 0844 822 8000, e-mail creditagreements@shopdirect.com or in writing to Shop Direct Finance Company Limited, Customer Support Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LE.
6. We may demand immediate repayment of the full outstanding balance and/or terminate the agreement and or suspend your right to use the account if:-
 - you fail to pay the minimum payment by the due date;
 - you exceed your credit limit;
 - you become bankrupt, enter into a voluntary arrangement or make proposals for reduced payments;
 - you have provided any false or misleading information on which we relied;
 - you breach any of the terms of this agreement in a way which we reasonably believe to be material;
 - we believe the account is being used fraudulently or for an illegal purpose;
 - you fail to pay any other sums due from you to us within any grace period to which you are entitled.

If we terminate the agreement you will be liable to pay us the full outstanding balance and any other sums due to us under it. The outstanding balance for all purposes of this agreement will include all sums due on the account (current balance) together with all amounts due for payment on your account at any time in the future, less any rebate to which you may be entitled under the Consumer Credit Act 1974.

7. Either you or us may terminate this agreement. If you terminate the agreement you must give at least 7 days written notice by contacting us at the address specified in clause 5 and you must immediately pay the full outstanding balance to us. If we terminate the agreement we will give you at least 2 months notice unless an event mentioned in clause 6 has occurred. You must repay the full outstanding balance to us on demand.
8. If you have failed to pay us any amount you owe under this agreement, we may use any money we owe you (whether under or in relation to this agreement, or in any other way) to reduce or repay the amount you owe us. This is called a right of "set off". We can use our set off right without telling you in advance.
9. If you are not satisfied with any aspect of this agreement then write to: Shop Direct Finance Company Limited, Customer Excellence, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LQ. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint you may then be entitled to refer it to this independent body. Following our complaints procedure does not affect your right to take legal action.
10. You have the right to cancel this agreement under the Financial Services (Distance Marketing) Regulations 2004. This right to cancel ends on the expiry of fourteen calendar days beginning with the day after the agreement is concluded. You can cancel by sending or taking a WRITTEN notice of cancellation to Shop Direct Finance Company Limited, Credit Support Team, Sandringham House, Sandringham Avenue, Chelmsford, CM92 1LE. Fax Number 0844 822 4740. E- Mail creditagreements@shopdirect.com. If you intend to cancel, you should not use any goods you have under the agreement and you should keep them safe (legal action may be taken against you if you do not take proper care of them).
11. You must notify us in writing of any change of your address within seven days of such change.
12. If we temporarily relax any terms of this agreement e.g. allowing you more time to pay, we may strictly enforce those terms again at any time.
13. We may transfer any or all of our rights, duties and obligations under this agreement to any other person, or arrange for any other person to carry them out on our behalf, without giving notice to you. Any such transfer will not affect your rights under this agreement, or any other legal rights you may have, such as under the Consumer Credit Act 1974. You may not transfer your rights, duties or obligations under this agreement.
14. We reserve the right to vary the terms of this agreement at any time to reflect:
 - changes in applicable laws or regulation;
 - changes in our systems;
 - changes in market conditions affecting our business;
 - new developments in products, technology or other changes in lending practices;
 - additional, enhanced or revised product features;
 - new promotional offers;
 - changes in your personal circumstances;
 - changes which in our view effect your credit status.

We will give you 30 days written notice of the variation where any such change is not to your benefit. You may end this agreement by giving us written notice and paying us the full outstanding balance before that change takes effect.

15. We may vary the credit limit from time to time. You may request us to increase or reduce your credit limit at any time, and we shall consider such request, but we may agree or decline at our discretion. We may at any time restrict or suspend the availability of credit to you, but would usually only do so if we believe that you may not repay the balance, suspect fraudulent use of the account or believe any event specified in clause 6 has occurred or is likely to occur. You must not exceed your credit limit, and if you do so you must repay the excess to us on demand.
16. This agreement is governed by the laws of England and Wales, which we also take as applying prior to the making of this agreement.
17. All communications in relation to this agreement will be in English.
18. We may put your statements and any other notices that we wish to send to you, or are required by law to send to you, such as notices of sums in arrears and notices of default sums, in the Transaction History of My Account on our website (or such other secure electronic location as we may notify to you). We will send you an e-mail to let you know when we do this. You agree that you consent to receive statements and notices in this way. Statements and notices will remain in My Account for up to 12 months after posting. If you wish to obtain a copy of any statement or notice after it has been received, we may charge you for supplying it in accordance with our practice at that time. We would therefore recommend that you print off a copy and keep it secure.

If we wish to do so, we may send statements and notices to you by post either as well as, or instead of electronically. We are required by law to send some types of notices by post

19. If any term of this agreement is unenforceable for any reason, it shall not affect the enforceability of any other term of this agreement.
20. References in this agreement to "you" and "your" are to the Customer named above. References to "us" and "we" are to the Creditor named above, and include any other party to whom our rights and/or liabilities under this agreement may be transferred. References to "purchases" include any form of drawdown on the account including purchases, balance transfers and any other transaction charged on the account.
21. We are a financial services company authorised and regulated by the Financial Conduct Authority, under reference number 312190, and consumer credit licence number 535857.
22. The regulatory authority of consumer credit agreements is the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS. Telephone 0800 111 6768. Email consumer.queries@fca.org.uk
23. Shop Direct Home Shopping Limited, Skyways House, Speke Road, Speke, Liverpool, L70 1AB, are the credit intermediary for this agreement.
24. There is a possibility that other taxes or costs may exist during the currency of this agreement that are not paid via us or charged by us under this agreement.

The interest rate change will only apply to new purchases or transactions made from the date when the change takes effect. Items purchased or transactions before that date will not be affected.

These changes are important so please keep this information safe for future reference.