

Credit Agreement
Regulated by the Consumer Credit Act 1974 (running account retail credit)

Between the creditor: Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire, BD97 1AD, and you, the customer.

PLEASE CONTACT US IF YOU REQUIRE A LARGE PRINT VERSION

CUSTOMER DETAILS

Customer Surname:
Forename(s):
Address:
Postcode:
Account No.:
Email Address:
Telephone number:

Duration of the agreement: The agreement has no fixed duration.

Credit limit: We will advise you of your credit limit in writing. Your limit may be varied by us from time to time and we will give you written notification of any change on your statement.

How and when credit will be provided: Credit will be provided subject to approval on a running account basis when goods are ordered and not paid for in full by the due date as shown on the personal account statement.

Interest: Interest is applied to the total balance outstanding from the previous statement equivalent to an annual rate of 37.5% (variable), calculated when the statement is produced and added to the balance, subject to a minimum charge of 50 pence per month.

Total amount payable: This is the sum of the total amount of credit advanced plus the total charge for credit. The total charge for credit comprises interest only. Based on an example of buying goods worth £400 and paying the minimum equal repayments of 1/25th of the cost of goods plus interest, subject to a £5 minimum payment each month, the total charge for credit is £144.64 and the total amount payable is £544.64.

APR: 37.5% variable. The assumptions used to calculate the APR are that the maximum credit limit of £400 is drawn down immediately and in full and

repaid over a one year period in equal monthly instalments commencing one month after the date of initial drawdown along with interest as provided in the agreement. The circumstances in which the interest rate may be varied are set out in paragraph 2.1.5 of the terms and conditions overleaf.

Timing of repayments: We will provide a statement every month where there is any movement in the account. You must repay at least the minimum payment by the due date shown on the statement.

Amount of repayments: The minimum payment will initially be 1/25th of the total cash price of goods purchased on the account or £5.00, whichever is the greater. We re-calculate the minimum payment in the same way whenever you buy more goods or return goods. If your balance is less than £5 you must pay the balance.

Charges: We reserve the right to charge you

- An administration charge of up to £12 in respect of each missed or incomplete payment.
- An administration charge of up to £6 in respect of each returned payment

- Any reasonable costs and expenses we may incur in the instruction or involvement of third parties for: tracing you, returned payments or debt collection.
- Interest will also be payable on any late payments at the interest rate shown above.

MISSING PAYMENTS: Missing payments could have severe consequences including increasing the cost of your credit, impairing your credit rating which may make obtaining credit more difficult and/or expensive in the future.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

You have the right to withdraw from this credit agreement before the end of 14 days beginning on the day after the agreement is made, or if information is provided after the agreement is made, the day on which you receive a copy of the executed agreement under sections 61A or 63 of the Consumer Credit Act 1974, the day on which you receive the information required in section 61A(3) of that Act or the day on which you are notified of the credit limit, the first time

it is provided, whichever is the latest.

If you choose to exercise your right of withdrawal you must notify us of your intention to do so to: **Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD or by telephone on 0330 1234083 or to ukcreditmail@damart.com.** If you do withdraw you must repay us, without delay and no later than 30 calendar days after giving notice of your withdrawal, the money you borrowed plus interest charged at a daily rate up to the date you withdraw from the agreement or return the goods we will advise you of the daily sum due on request and without delay.

You have the right to repay early in full or in part, or to terminate this agreement by giving written or oral notice and paying off the amount you owe under the agreement.

You have the right to complain to the Financial Ombudsman Service (see 3.3 overleaf).

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 of Customer:

Date of Signature:

The terms and conditions set out overleaf are incorporated in this agreement

Signature for and on behalf of Damart

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Signature of Customer:

Date of Signature:

The terms and conditions set out overleaf are incorporated in this agreement

Signature for and on behalf of Damart

TERMS & CONDITIONS OF THIS AGREEMENT

1. BY ENTERING IN TO THIS CREDIT AGREEMENT WITH DAMART YOU AGREE THAT:

- 1.1 You accept these terms and conditions.
- 1.2 You have been provided with a full copy of this agreement for consideration before signing together with a copy of the Adequate Explanations and Standard European Consumer Credit Information (SECCI)
- 1.3 You are over 18 years of age.
- 1.4 The details you have given are true and complete.
- 1.5 You will inform us as soon as possible of any change in your personal details such as name and home address.
- 1.6 Your signature to this agreement acknowledges receipt of a true copy.
- 1.7 All sums owed under the agreement shall become due and payable immediately if:
 - 1.7.1 We believe you have provided us with any false information when you entered into this agreement.
 - 1.7.2 A statutory demand is served on you, or any other steps are taken by you or any other person, to make you bankrupt.
 - 1.7.3 You commit an act of bankruptcy (e.g. failing to pay a debt pursuant to a court order).

2. HOW YOUR ACCOUNT WORKS

- 2.1 Once you have opened your Damart Personal account and signed the credit agreement, you can use your account to order at any time and spread your payments for up to 25 months. Here is how it works:-
 - 2.1.1 Complete your order form and tick the personal account box or select the Personal Account option when you shop at www.damart.co.uk. If ordering by phone, call 0871 200 9000 and tell our orderline advisor it is a personal account order. Calls cost 12p per minute plus your telephone company's network access charge.
 - 2.1.2 Full payment details are shown on every Damart or Sedagyl order form, including delivery charges.
 - 2.1.3 We will provide a statement every month where there is any movement on the account, showing your orders, balances, payments, minimum payment

- 2.1.4 You can then choose to pay in full, or by regular monthly instalments. You can pay your account by direct debit, bank transfer, at the bank (some banks may charge if you do not bank with them), cheque, postal order and debit card. Alternatively, you can pay by cash or cheque at the Post Office (fee will be payable).
- 2.1.5 We reserve the right to vary the duration, interest charge and the minimum payment. We may do this if for example our costs, including the costs of borrowing, increase. Should this be necessary we will give you at least one months notice.
- 2.1.6 To calculate your approximate repayment, simply divide the cash price of any item by 25, e.g. goods costing £125 could be paid for in 25 instalments of £5 plus service charges. If you repay more than the minimum payment the service charge will be reduced accordingly (written quotations are available on request).

3. CUSTOMER SERVICE AND COMPLAINTS PROCEDURE

- 3.1 Damart is committed to delivering the highest possible standards of service. If you have a complaint relating to the operation of your Damart personal account please do so by contacting us by any of the following methods:
 - email us at customersatisfactionteam@damart.com
 - call us on 0330 123 5429
 - Visit our website www.damart.co.uk
 - contact us at the address as detailed in section 4.5.We will ensure that your issue is dealt with in line with our credit complaints policy.
- 3.2 We will:
 - 3.2.1 Give your complaint immediate attention.
 - 3.2.2 Aim to resolve complaints fully the first time you contact us. If we cannot do this, we will let you know why and keep you up to date with progress until it is fully resolved.

- 3.3 If you are not satisfied with our suggested resolution or if eight weeks have passed since you first brought your complaint to our attention, you have the right to refer your complaint to the Financial Ombudsman Service, unless you are business debtor, in which case you may have this right. If you want the Financial Ombudsman Service to look into your complaint, you must contact them within six months of the date of any final response issued by us. You can write to them at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- 3.4 Alternatively you can phone 0800 023 4567. Further helpful information can be obtained from visiting the Financial Ombudsman Service website at: www.financial-ombudsman.org.uk You can also find out more information here, <https://ec.europa.eu/consumers/odr/>

4. DATA PROTECTION

- 4.1 When applying for a Damart personal account you should have been provided with a copy of our Privacy Policy (available at <https://www.damart.co.uk/privacy-policy>) or by contacting us using the details at 4.5 below), which explains how and why we acquire and use your personal information in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679.
- 4.2 The personal information we collect about you is used by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account and to make collections. We may also use it to contact you in relation to this agreement (or for marketing purposes in accordance with your preferences) by post, email or telephone.
- 4.3 In considering whether to enter into this agreement, we may search your record at credit reference agencies and fraud prevention agencies. They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. We may also disclose to credit reference agencies the details of your agreement, payments made and any default, suspicion of fraud or failure to maintain the terms of the agreement. More information about credit reference agencies and how they use personal information is available at <https://www.experian.co.uk/crain/index.html>.
- 4.4 We will disclose your personal data when

legally required to do so, for example at the request of government authorities conducting an investigation. We will also use it to verify or enforce compliance with our policies, for example governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.

- 4.5 We may use your personal information in accordance with your marketing consent preferences to notify you of products and/or services, offered by ourselves or (only where you have previously provided your explicit consent by way of an "opt-in") of named third parties whose products and services we believe you may be interested in. You may have already opted-out of receiving these marketing communications from us but if not you may do so at any time by clicking the unsubscribe link in the email, or by contacting us either by writing to The Data Protection Manager at **Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD** or by emailing us at dataprotection@damart.com.

- 4.6 Your data remains on file for 6 years after your account is closed whether settled by you or in default.

5. GENERAL

- 5.1 We may transfer all or any of our rights under this agreement.
- 5.2 This agreement is governed by English Law (or the law of Scotland or Northern Ireland if you reside there). This agreement is in English and all communications regarding it shall be conducted in English.
- 5.3 Damart and Sedagyl are trading names of Damartex UK Limited which is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN to provide Consumer Credit under these names. Firm Reference Number 702607.
- 5.4 Damart is a responsible lender and will monitor your individual payment performance on an ongoing basis. If we consider that you are experiencing repayment problems such that it would be irresponsible to offer you further credit we may decline to do so.
- 5.5 We reserve the right to refuse or restrict credit orders.

PLEASE SEND THIS AGREEMENT BACK TO US but please tear off the copy below and keep it in a safe place

Damartex UK Limited. Registered Office: Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD. Company No: 852773. Registered in England & Wales

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- 1.3 You are over 18 years of age.
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- 4.2 The personal information we collect about you is used by us to verify your identity, undertake credit assessments to inform our lending decisions, manage your account and to make collections. We may also use it to contact you in relation to this agreement (or for marketing purposes in accordance with your preferences) by post, email or telephone.
- 4.3 In considering whether to enter into this agreement, we may search your record at credit reference agencies and fraud prevention agencies. They will add to their records about you, details of our search and your application and this will be seen by other organisations that make searches. We may also disclose to credit reference agencies the details of your agreement, payments made and any default, suspicion of fraud or failure to maintain the terms of the agreement. More information about credit reference agencies and how they use personal information is available at <https://www.experian.co.uk/crain/index.html>.
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legally required to do so, for example at the request of government authorities conducting an investigation. We will also use it to verify or enforce compliance with our policies, for example governing our web site and applicable laws or to protect against misuse or unauthorised use of our web site.

- 4.5 We may use your personal information in accordance with your marketing consent preferences to notify you of products and/or services, offered by ourselves or (only where you have previously provided your explicit consent by way of an "opt-in") of named third parties whose products and services we believe you may be interested in. You may have already opted-out of receiving these marketing communications from us but if not you may do so at any time by clicking the unsubscribe link in the email, or by contacting us either by writing to The Data Protection Manager at **Damart, Bowling Green Mills, Lime Street, Bingley, West Yorkshire BD97 1AD** or by emailing us at dataprotection@damart.com.

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