

## Terms and Conditions

### 1 Definitions

#### 1.1 In these terms and conditions:

“Account” means the account opened by us in your name under this Agreement;

“Act” means the Consumer Credit Act 1974, as amended from time to time;

“Additional Cardholder” means a person nominated by you, and accepted by us, to whom we issue a Card;

“Associated Company” means any company whose ultimate parent company is BNP Paribas Personal Finance and

“Group” means the group of companies, comprising us and all Associated Companies;

“ATM” means an automated teller machine;

“Balance Transfer” means a transfer to the Account of an amount in sterling outstanding by you or an Additional Cardholder under an agreement with another lender;

“Card” means a credit card issued by us to you and/or to an Additional Cardholder under this Agreement for use in connection with this Agreement and includes a replacement card issued by us under this Agreement from time to time;

“Cardholder” means you, the person named as the Customer under this Agreement;

“Card number” means the number of the Card, or of the Account or of this Agreement;

“Cash Advance” means an advance of monies made to you or on your behalf, or to an Additional Cardholder or on the Additional Cardholder’s behalf, including but not limited to cash, foreign currency, travellers’ cheques, prepayment of mobile telephone airtime through an ATM or cash related transactions such as gaming chips, on-line gambling and other forms of betting or lottery;

“Cash Back” means cash received from a retailer by use of the Card at point of sale, where available;

“Charges” means Interest, costs, fees and charges and expenses payable by you to us under this Agreement;

“Credit Limit” means the maximum debit balance or amount which may at any time be owing by you to us under this Agreement;

“Interest” means interest at the relevant interest rate stated in this Agreement as varied by us from time to time;

“Internet” means access to the world wide web;

“Mastercard” means the network of acceptors of the Card;

“Outstanding Balance” means all monies, including without limitation, Principal, Charges and other amounts owing by you to us from time to time under this Agreement and, in relation to any part of this Agreement, under that part of this Agreement;

“Part of this Agreement” means any part of this Agreement as identified by the different Interest rates that apply under this Agreement;

“PIN” means the personal identification number(s) and/or password(s) issued by us for use by you and/or by an Additional Cardholder in connection with this Agreement;

“Principal means the original amount charged to the Account in respect of Standard Purchase, Promotional Purchases, Cash Advances and Balance Transfers;

“Promotional Purchase” means, where available, a purchase of goods and/or services by you or an Additional Cardholder (which can be made at one or more outlets as advertised from time to time by us to you) at an Interest

rate which is lower than the Interest rate then applying to a Standard Purchase and for which payment is made, and which may be effected, as in the case of a Standard Purchase;

“Refund” means a monetary reimbursement (evidenced in writing) of a previous debit to the Account, whether or not the debit has already appeared on the Account or the Statement;

“Standard Purchase” means a purchase of goods and/or services (including any insurance) by you or an Additional Cardholder and in respect of which payment is made by use of the Card, Card number or, where permitted by us, a PIN and which may be effected in any manner including, without limitation, by means of text messaging by mobile phone (“SMS”), ATM, e-mail and Internet;

“Statement” means a statement referred to in clause 11, and “Statement Date” means the date of the Statement;

“This Agreement” means this multi-part agreement inclusive of all its parts and comprising the face of this agreement and these terms and conditions;

“We”/“our”/“us” means Creation Financial Services Limited and includes our successors and assigns;

“You”/“your” means the person named as the Customer under this Agreement.

1.2 Unless the context otherwise requires, words and expressions to which meanings have been given on the face of the Agreement shall have those meanings in these terms and conditions; words in the singular shall include the plural and the reverse; and words in the masculine gender shall include the feminine gender.

1.3 Headings are for convenience only and shall not affect the meaning of any provision.

## 2 Card

You request, and we agree to issue, a Card to You for use under this Agreement. You must sign the Card as soon as it is received. The Card is and remains our property at all times and must be returned to us on request.

## 3 You and the Additional Cardholder

3.1 We may agree to issue a Card to a person nominated by You as an Additional Cardholder. The Additional Cardholder must sign the Card on receipt. The provisions of this Agreement also apply to any Additional Cardholder. You must ensure that any Additional Cardholder keeps to the provisions of this Agreement.

3.2 You are solely responsible for all use made by You and by the Additional Cardholder of the Card including the PIN, Card number and this Agreement, and for all indebtedness incurred by You and the Additional Cardholder, under this Agreement.

3.3 If You wish to apply for a Card for an Additional Cardholder who is over 18 years old and living at the same address as you, you must send us a request in writing signed by You and by the proposed Additional Cardholder. We may decline to issue a Card to a person nominated by You without stating a reason.

3.4 If we issue a Card to an Additional Cardholder You authorise us to disclose to the Additional Cardholder information about this Agreement and the Account, including without limitation, the Credit Limit and the Outstanding Balance.

## 4 Credit Limit

4.1 We will decide at our discretion on the amount of credit we grant under this Agreement and will notify you in writing of the Credit Limit and of any sub-Credit Limits which may from time to time (as notified by us to you) apply to Cash Advances and each part of this Agreement. We will notify You of changes to your Credit Limit in writing from time to time. If We increase your Credit Limit We will give You at least 30 days' notice. The Credit Limit (and, for the avoidance of doubt, any sub-Credit Limit applying to any part of this Agreement) may not at any time be exceeded. Sub-Credit Limits form part of the Credit Limit.

4.2 You may reject any increase in your Credit Limit that we propose. You also have the right to reduce your Credit Limit at any time and request that no further Credit Limit increase be applied to your Account in future.

## 5 Use of the Card and Account

5.1 You, and any Additional Cardholder, may use the Card, Card number or PIN for Standard Purchases or Promotional Purchases at any outlet or ATM displaying the Mastercard sign and with any website operator authorised and willing to accept the same. The Card may be used for such Standard Purchases or Promotional Purchases, within or outside the United Kingdom (subject to variation by notice by us from time to time in accordance with clause 19).

5.2 You, and any Additional Cardholder, may use the Card for Balance Transfers (where available) or to obtain Cash Advances (subject to variation by notice by us from time to time in accordance with clause 19). You may also obtain Cash Advances in-store by Cash Backs, where such facilities are made available. Cash Advances will be subject to such minimum and maximum limits which we will notify You in writing from time to time. You may be required to enter your PIN when entering into a Standard Purchase or Promotional Purchase. We may at our discretion permit You to enter into Standard Purchases using the Card number or PIN in conjunction with a mobile number registered with us. We will convert transactions in foreign currency (including Euros) into sterling at the exchange rate set or applied by Mastercard, LINK, any relevant bank or Travelex (as appropriate) on the date the Cash Advance, Standard Purchase or Promotional Purchase is processed. We will also charge a commission for the currency conversion at the rate in force from time to time as notified to You in writing (see also clause 16.2).

5.3 The Card and Account may only be used for private, and not business, purposes and may only be used during the period of its validity, as stated on the Card.

5.4 We will not be liable if any establishment, website or ATM fails or refuses to allow you, or an Additional Cardholder, to use the Card, Card number and/or PIN.

## 6 Your Account

We will set up an Account in your name and we will debit it with the amount of all Standard Purchases and Promotional Purchases, Cash Advances, Balance Transfers, insurance premiums (if any), Charges and other amounts owing or payable by You to us under this Agreement. We will debit Charges on the date they are incurred and the annual fee (if any) on each anniversary commencing on the date notified to you in writing. We will credit to the Account all payments received from You under this Agreement once they have been cleared and any Refund we may permit.

## 7 Monthly payment

7.1 You are liable to pay to us the Outstanding Balance. Without limiting our rights and your obligations under this Agreement, You must pay us at least the minimum monthly payment shown in your Statement, namely 1% of the Principal and all Charges and fees, or £5 (whichever is greater), by the date shown in the Statement. Prompt payment is essential (see clause 12).

7.2 We may change the amount of the monthly payment You have to make, or the way in which it is determined, at any time. We may make changes if we become aware of any change in your circumstances which we consider will affect your ability to fulfil your obligations under this Agreement or to ensure that the monthly payments you make are sufficient to reduce your Outstanding Balance on a month by month basis in a manner acceptable to us. We will give You at least 30 days' notice of any change. If we do make any such changes You may close your Account without giving us any notice providing You repay us all amounts that You owe us within 60 days of receiving our notice.

7.3 We may at any time write to You giving You the opportunity to make no payment or a reduced payment in any month, provided that Interest will continue to accrue on the Outstanding Balance in the normal way.

7.4 We may permit You, at our discretion, to make payment at any retailer named on the Card, by transfer from another account by telephone, on-line or other electronic means.

7.5 Unless You pay the Outstanding Balance in full we will allocate your payment to pay balances relating to higher Interest rates first. Where fees and charges are payable your payment will be allocated according to the Interest rate applicable to these fees and charges, again relating to higher Interest rates first. We will allocate any remaining payment to any amounts not yet showing on your Statement in the same order set out above.

## 8 Interest

8.1 We will charge Interest on Standard Purchases, Cash Advances, Balance Transfers, Charges and Promotional Purchases, starting on the transaction date and ending on the date you pay the Outstanding Balance in full (whether

or not any of the items appear on the Statement). Payments shall only be considered to be made upon receipt of cleared funds. We will charge Interest on Interest you already owe, at the rate, which applies to the relevant part of the Agreement (for example, Standard Purchases, Cash Advances, Balance Transfers or Promotional Purchases). We will always charge Interest on the Charges including annual fees (other than cash handling fees) at the rate which applies to Standard Purchases. Interest at the Cash Advance rate will be applied to cash handling fees.

8.2 We calculate Interest on the average daily Outstanding Balance since the previous Statement date. Any residual Interest calculated on the Account, but not shown on the latest Statement, shall be shown on the following Statement and be payable by the due date shown on that Statement. Where some Interest is payable in any Statement period we will charge at least £0.50.

8.3 We will not charge Interest on Standard Purchases shown on your Statement if You pay off the whole Outstanding Balance shown on that Statement, and on the Statement before, by the payment due date shown on your Statement.

8.4 Interest will not accrue on any credit balance on the Account. You may request immediate repayment of any credit balance on the Account.

8.5 We may, from time to time at our discretion and for such period as we deem fit, by written notice to You:

- (a) vary the Charges under any part(s) of this Agreement having regard to your credit profile/credit rating at the time of your application;
- (b) vary the Interest rate(s) or Charges under any part(s) of this Agreement, having regard to your performance under this Agreement on your credit profile; and/or
- (c) Charge lower Interest rates on higher Outstanding Balances.

8.6 The total charge for credit and APR are calculated on the assumptions that credit of £1200 is being provided in full on and for a period of one year from the date of this Agreement; the Interest rate is that relating to Standard Purchases; and the credit is repaid in 12 equal instalments and at monthly intervals, beginning one month after the date of this Agreement.

## 9 Insurance and other benefits and services

9.1 If you have contracted for any insurance through us and have agreed to pay the premium to us, then You must pay the premium together with your monthly payment to us by the due date each month or as otherwise required. We will forward any premium payment to the insurer. If You fail to pay any premium either we or the insurer may write to You giving You notice of cancellation of the relevant insurance.

9.2 We may from time to time, by written notice to You, add facilities and services under this Agreement which we reasonably believe will be of benefit to you. You request that we provide the following (without limitation) if available, and subject to our discretion:

- (a) Account management and information facilities by telephone, or other electronic means, for purposes we may specify; and
- (b) a Visa Card or Visa facility.

## 10 Loss or misuse of Card, PIN or Card Number

10.1 You, and any Additional Cardholder, must sign the issued Card(s) immediately upon receipt. You, and any Additional Cardholder must keep the Card(s) secure and memorise your PIN as soon as you receive it, keep it secret, never write it down and destroy the paper slip upon which the PIN has been printed as soon as You receive it. You, and any Additional Cardholder, must keep your Mastercard Securecode security information secret. You, and any Additional Cardholder, must never give the Card, Card number or details to anyone (except when carrying out a transaction).

10.2 You will not be liable for any use of the Card, Card number or PIN by another person who does not have your permission to use it. However if You, or your Additional Cardholder, agreed to that person having your Card, Card number or PIN, You will be liable for any use that occurs before You tell us in accordance with paragraph 10.4; and if You have acted dishonestly or without reasonable care then, to the extent permitted by law, You may be liable for misuse of the Card, Card number or PIN.

10.3 Any PIN issued by us is at our discretion and we may refuse to issue a PIN without stating a reason.

10.4 If the Card, Card number or PIN is lost, stolen or likely to be misused by someone who has obtained it without your consent, You must immediately notify us by telephoning Creation on 0800 783 5881 and confirm this to us in writing within seven days by writing to: Creation Customer Services, Creation Financial Services Limited, Chadwick House, Blenheim Court, Solihull, West Midlands B91 2AA.

10.5 We may require You to assist the police with their investigation and recovery of the Card. You authorise us to provide appropriate information to any relevant person in connection with the loss, theft or possible misuse of the Card, Card number or PIN.

10.6 If You, or any Additional Card holder's, Card, PIN or Card number is misused before you notify us as above, you will only have to pay us up to £50 for misuse. If You, or an Additional Cardholder, consent to, or permit, the Card, PIN or Card number to be misused or act fraudulently or with gross negligence, You may be liable for ALL losses.

10.7 If any Card which has been reported to us in the above circumstances is found, it must not be used but must immediately be returned to us cut in half and, where applicable, through the chip.

## 11 Statements and Notices

11.1 We will send You Statements of your Account for each month in which there is an Outstanding Balance and otherwise at such intervals as may be required by law or regulation.

11.2 If we agree, You may opt to receive an electronic Statement which You may view on-line and for which an electronic notification shall be sent to You each month by e-mail. Where You opt for an electronic Statement You may revert at any time to a paper Statement.

11.3 We may send you notices by electronic means.

## 12 If you break this Agreement

If You fail to make prompt payment of the monthly payment or if You, or an Additional Cardholder, break any other term of this Agreement or if We have reasonable grounds to believe that You, or an Additional Cardholder, has committed, or is about to commit, a criminal offence in connection with this Agreement, or if You are declared bankrupt or take steps to enter into a compromise with your creditors or in the event of your death, we shall be entitled:

(a) without notice, to end, restrict or suspend your right, and/or the right of any Additional Cardholder, to use the Card, PIN or Card number;

(b) to charge interest forthwith at the standard rate for Standard Purchases on any Promotional Purchases and/or Balance Transfers then outstanding on the Account; and/or

(c) subject to serving on You any notice required by law, to end this Agreement (and, for the avoidance of doubt, each part of this Agreement).

## 13 Your right to end this Agreement

Subject to fulfilling your obligations under clause 15, You may at any time end this Agreement or any part of this Agreement by giving us notice in writing which may take effect immediately.

## 14 Our right to end this Agreement

Without affecting our rights under clause 12, We may end this Agreement at any time: (a) by giving You at least two month's written notice; or (b) if you have not used the Account for a period of 12 months and there is either (i) a nil balance on the Account; or (ii) there is a credit balance on your Account.

## 15 Consequences of ending this Agreement

15.1 If You or We end this Agreement under any of clauses 12, 13 or 14, You must immediately:

(a) pay to us the Outstanding Balance (and, for the avoidance of doubt, the Outstanding Balance under each part of this Agreement);

(b) stop using the Card, Card number and PIN and ensure that the Additional Cardholder immediately stops using the Card, Card number and PIN and

(c) return to us all Cards cut in half and, where applicable, through the chip.

## 16 Expenses and Charges

16.1 You agree to pay us on demand all our reasonable Charges together with all reasonable legal costs, incurred by us in enforcing our rights under this Agreement.

16.2 You agree to pay to us on demand our reasonable fees and administration charges, including any arising out of any default by You under this Agreement, in accordance with the tariff shown below as varied by us from time to time. Current charges (variable) are as follows: fee for late payment: £12; fee for an unpaid payment, cheque or Direct Debit: £12; fee for exceeding Credit Limits: £12; transaction copy fee: £5; Statement copy fee: £3; foreign currency conversion fee: 2.99%; Balance Transfer fee 3% or £3 whichever is greater, unless we tell you otherwise; cash handling fee 3% (minimum fee £5); annual fee: £0.

## 17 Interest accrual

Interest at the relevant Interest rate will accrue on the Outstanding Balance after, as well as before, any judgment, until receipt of payment by us of the Outstanding Balance in full.

## 18 Restriction on further credit

In addition to our other rights under this Agreement (including, but not limited to, our rights under clause 12) We may at any time treat your right to draw down any further credit as restricted or deferred and take such steps as may be necessary to make the restriction or deferment effective. We may also refuse to issue a new or replacement Card to You or any Additional Cardholder at any time. We will notify You in writing of any such decision as soon as possible. We will normally only restrict your right to make further draw downs if We reasonably consider payment of the Outstanding Balance to be at risk as, for example, where You have defaulted under any other agreement with us or any Associated Company.

## 19 Variation

19.1 We may, at our discretion, vary the Credit Limit (and any sub-Credit Limit), the payment due date, the payment period and any of the Charges. We may also vary any Interest rate and the terms of any Promotional Purchases (without affecting any Promotional Purchases already made by You). We will usually only vary one or more Interest rates for business, legal or operational reasons. We may vary any other provision of this Agreement which is stated to be variable. We may also vary any of these terms and conditions so as to make them easier to understand or to take account of developments in technology or to give effect to changes in law, regulation or practice, or for any other valid reason, including (but not limited to) the provision of additional services under this Agreement or if the Card ceases to be available in any jurisdiction or outlet.

19.2 We will give You at least 30 days' notice of any Interest rate change or such other period and by such means as may be permitted by law or code of practice and notice of any other variation in writing. In addition, if any change is to your disadvantage, We will allow you to end this Agreement (in accordance with clauses 13 and 15) within 60 days of the date of the notice without requiring you to pay any increased Charges stated in the notice.

## 20 Change of address

20.1 We will send Statements and notices to your address stated in this Agreement or your address last notified by You to us or any Associated Company. If You opt-in to receive electronic statements We will produce statements within your Online Account Manager, and send You a notification to your nominated email address.

20.2 You must immediately notify us in writing, by telephone or via your Online Account Manager of any change in your home address, telephone numbers, email address or name. We may assume that any such change also applies to any other agreement You may have with us and any Associated Company.

20.3 You will be liable to pay us our reasonable costs and expenses in establishing your address and telephone number if you do not notify us of a change in accordance with clause 20.2.

## 21 Relaxing the provisions of this Agreement

Any indulgence or concession which We may grant You shall not affect our rights under this Agreement.

## 22 Assignment

You agree that We may assign and/or transfer our rights and obligations under this Agreement provided that your rights against any person to whom we make such assignment or transfer remain the same (except as may be varied in accordance with this Agreement). You agree that We may give financial or other information We hold about You to any such person. You may not assign or transfer any of your rights or obligations under this Agreement.

## 23 Use of your information

In considering your application We will search your records, and that of any joint applicant not signing this application, at credit reference agencies which may be linked to records relating to your spouse/partner or other persons with whom You are linked financially. For the purposes of this application You may be treated as financially linked and You will be assessed with reference to "associated" records.

By signing this application You declare (where any joint applicant with you does not also sign) that You are entitled to disclose information about your joint applicant. You authorise us to search and/or record information at credit reference agencies about You and your joint applicant, where applicable, and to link information about You and your joint applicant, where applicable.

The credit reference agencies will add to their records, about You and any joint applicant, details of our search and your application and this will be seen by other organisations which make searches. This and other information about You and those with whom you are linked financially may be used to make credit decisions about You and them.

We will use a credit scoring or other automated decision-making system when assessing your application. We will also add to your record with the credit reference agencies details of your Account with us, the payments You make under it and any default or failure to keep to its terms, and any change of address You fail to tell us about when a payment is overdue. It is important that You give us accurate information. We will check your details and those of any joint applicant with fraud prevention agencies and if You give us false or inaccurate information and We suspect fraud We will record this. These records will be shared with other organisations and used by us and them:

- to help make decisions about credit and credit related services such as insurance for You and people to whom You are financially linked;
- to help make decisions about motor, household, life and other insurance proposals and claims for You and people to whom You are financially linked;
- to trace debtors, recover debts, prevent or detect money laundering and fraud, and to manage your accounts.

For these purposes We or they may make further searches. Although these searches will be added to your record, they will not be shared with others.

We, Associated Companies, our agents and credit reference agencies may also use the records for statistical analysis about credit account usage and about insurance and fraud. We may also use information about You and conduct of the Account to carry out market research.

For your information the credit reference agencies we use are:

- Equifax Limited, Customer Service Centre, PO Box 10036, Leicester LE3 4FS
- CreditExpert, PO BOX 7710, Nottingham, NG80 7WE

You may obtain information about the fraud prevention agencies from which We obtain information, and to which We pass information in limited cases where fraud is suspected by telephoning 0371 376 1489.

Where you take out Payment Protection Insurance (PPI) or similar insurance, We will process personal information about You and provide this information to the PPI Insurers for the purposes of administering and handling any claims

under the insurance cover.

We also pass limited information to subcontractors for administration purposes including issuing credit cards and for printing and mailing letters and Statements. We may transfer your personal data to suitably approved organisations worldwide for the purposes of processing. When You, or anyone calling on your behalf, call Creation such telephone calls may be recorded for the purposes of security and improving customer service. Other services may be provided from time to time by other Associated Companies.

**Data Subject Access:** You have a right to receive a copy of the information We hold about You if you apply to us in writing to Creation Customer Services, Chadwick House, Blenheim Court, Solihull, West Midlands B91 2AA enclosing a fee of £10 (ten pounds).

You have a right at any time to stop us from contacting you for marketing purposes or giving your details to others for marketing purposes by writing to Creation Customer Services at Creation, Chadwick House, Blenheim Court, Solihull, West Midlands B91 2AA if You wish us to stop. This does not affect our requirement to send You Statements and other statutory notices whilst the Account is open and there is an Outstanding Balance.

We may give information about you, this Agreement and the conduct of your Account to Debt Collection Agents, any insurer in relation to this Agreement, any agent or administrator acting on our behalf in connection with this Agreement and to any proposed assignee, transferee or chargee of our interest in or under this Agreement, their insurers and advisors.

#### 24 Applicable law and general

24.1 This Agreement shall be covered by and construed in accordance with English Law unless You lived in either Scotland or Northern Ireland when this Agreement was made, in which case the applicable law for Scotland or Northern Ireland (depending on where you lived at that time) shall apply, and the terms of this Agreement shall bear their nearest equivalent meanings for that jurisdiction.

24.2 If any provision or part of this Agreement is found to be illegal or unenforceable, it shall be deemed to be severable from, and shall not affect, the remaining provisions. This Agreement shall only come into force if and when it has been signed by us or on our behalf.

**Important Notice:** Creation Financial Services Limited may pass your contact details to a range of insurance intermediaries with a view to them contacting you regarding insurance products, unless You have requested not to receive this information. We are not a member of the same group as any of these companies. From time to time We may change the range of insurance intermediaries and the types of product they offer You. However, upon request, We can provide You with an up to date list of these by your writing to the above address.

**INSTANT CREDIT:** Where instant credit is granted under this Agreement, You may draw on credit up to the agreed Credit Limit notified to You at the time instant credit is granted.

We are a member of the Finance & Leasing Association (FLA) and follow the FLA Lending Code. Copies of the FLA Lending Code are available on request from us. This code sets out standards of good practice for the finance industry and provides You, the customer, with reassurance that you are dealing with a reputable organisation.

Calls may be recorded. Calls charged at basic rate. The number provided may be included as part of any inclusive call minutes provided by your phone operator.

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